



SERVICE AGREEMENT
(Intrastate ICB)

Routing Code: 5V

Customer Name and address: [REDACTED] ("Customer")	Main Billing Tel. No: [REDACTED]
	Agreement No. 2008-458182

Services. Customer hereby requests and agrees to purchase from Verizon Northwest Inc. ("Verizon") the services identified in Exhibits A attached to this Agreement, and in any Addendum expressly made a part hereof, and as further described in Verizon's applicable tariffs, which include but are not necessarily limited to the following tariff, WN U-17, Section 2, (the "Services") for the service period stated in the Exhibit or Addendum applicable to such Service (the "Service Period"), subject to Verizon's receipt of any necessary regulatory and other governmental approvals required to provide the Services under the terms hereof. The Services will be provided under the terms of this Agreement to the Customer locations specified in the Exhibit(s) and Addenda attached to or made a part hereof. The parties agree that the terms and conditions of this Agreement shall only apply to Services under this Agreement and that nothing in this Agreement shall preclude either party from taking a different position on the same or comparable terms and conditions when negotiating an agreement for Services not covered by this Agreement, nor shall anything in this Agreement preclude the parties from negotiating or agreeing on different terms and conditions to govern Services not covered by this Agreement.

Charges. Customer will pay the rates and charges set forth in the attached Exhibit(s) and in any Addendum made a part hereof, and shall also pay all applicable taxes, fees, and charges, including Federal End User Common Line Charges, charged pursuant to applicable law, regulations, or tariffs in connection with the Services. If Customer cancels or terminates this Agreement or any Services prior to expiration of the Service Period, Customer will promptly pay to Verizon termination charges as set forth in the applicable Exhibit(s) and Addendum(a). Any tariffed back billing limitations otherwise applicable to the Services shall not apply under this Agreement.

Notices. Notices under this Agreement shall be sent by first-class U.S. mail, postage prepaid, to Customer at the address specified above, and to Verizon at Verizon Business, Attn: Customer Service, 6415 Business Center Drive, Highlands Ranch, CO 80130, with a copy to Verizon Business, Attn.: Greg Hill, 701 5th Avenue, Suite 500, Seattle, WA 98104. Notices shall be deemed effective five business days after such mailing.

Miscellaneous. (a) Confidential Information of one party may be disclosed by the receiving party to receiving party's affiliates and contractors, who are not parties to this Agreement and who have a need to know the Confidential Information for purposes of performing its obligations under this Agreement, provided that, the receiving party and such affiliates and/or contractors enter into a written confidentiality agreement containing terms at least as restrictive as those set forth in this Agreement. If such agreement does not expressly permit the party whose confidential information is disclosed to enforce such agreement as a third party beneficiary, then the receiving party who disclosed Confidential Information of the other party to such affiliates and contractors shall be responsible for any breach of such agreement by such affiliates or contractors.

(b) In the event of a claim or dispute, the law and regulations of the jurisdiction in which Verizon provides to Customer the particular Service that is the subject of such claim or dispute shall apply. This Agreement and its provisions shall not be construed or interpreted for or against any party hereto because that party drafted or caused that party's legal representative to draft any of its provisions.

(c) No liability shall result from Service failures caused by fires, floods, severe weather, acts of government or third parties, strikes, labor disputes, inability to obtain necessary equipment or services, or other causes beyond such party's reasonable control.

(d) If any provision of this Agreement or the provision of any Service under the terms hereof is illegal, invalid, or otherwise prohibited under applicable law or regulation in any State or jurisdiction, or does not receive any governmental or regulatory approval required by law in any State or jurisdiction, then this Agreement shall be construed as if not containing such provision or requiring the provision of such invalid, illegal, prohibited, or unapproved Service in such State or jurisdiction.

(e) Verizon will use commercially reasonable efforts to notify Customer if Verizon assigns or transfers part or all of this Agreement to any affiliate or successor to substantially all of its assets in the locations where Service is provided hereunder. Upon reasonable prior written notice to Verizon, Customer may assign or transfer this Agreement to any company that is the successor to substantially all of its assets, provided all charges for Services provided prior to such transfer or assignment are paid in full when due. Except as otherwise required by applicable law or regulation, all other attempted assignments shall be void without the prior written consent of the other party.

(f) Except as otherwise required by applicable law or regulation, the Services provided hereunder may not be resold by Customer.

Tariffs and Limitation of Liability. The terms and conditions that shall apply in connection with these Services, and the rights and liabilities of the parties, shall be as set forth herein and in all applicable tariffs, which shall include the tariff identified in this Agreement above and any applicable tariffs that shall apply for Verizon to provide the Services that are on file with the applicable state regulatory commission and/or the Federal Communications Commission. In the event of a conflict between the terms and conditions in this Agreement and the terms and conditions in an applicable Verizon tariff, the Agreement shall prevail. In no event shall Verizon be liable for any special, indirect, incidental, or consequential damages arising in connection with this Agreement or the provision of any Services, whether claim is sought in contract, tort (including negligence), strict liability or otherwise. This Agreement (including the Exhibits attached hereto and any Addenda made a part hereof) and all applicable tariffs constitute the entire agreement between the parties and shall supersede all prior oral or written quotations, communications, negotiations, representations, understandings or

agreements made by or to any employee, officer, or agent of any party on the subject matter hereof. This Agreement may not be modified or rescinded except by a writing signed by authorized representatives of each party.

AGREED AND ACCEPTED:

[REDACTED]

VERIZON BUSINESS NETWORK SERVICES INC., on behalf of Verizon North West Inc.

By [Signature]

By **REDACTED**

Name/title Suleiman Hessami
VP Pricing/Contract Management

Name
Date

Date 1/30/09

REDACTED

Exhibit A

Verizon company name: Verizon Northwest Inc. (referred to in this Exhibit as "Verizon")
 State: Washington
 Customer name: [REDACTED]
 ICB Case No.: 2008-458182

Verizon is presently providing Enhanced Dedicated SONET Ring (EDSR) service to Customer pursuant to a service agreement filed with the Commission referred to as Contract No. 1285ICB, effective November 12, 2004 in Docket No. UT-041835 for a term of thirty-six months. Subsequent amendments in this Docket include: Amendment No. 1, Contract No. 1292ICB, effective January 22, 2005, Amendment No. 2, Contract No. 1297ICB, effective April 15, 2005, Amendment No. 3 Contract No. 1305ICB, effective May 25, 2005, Amendment No. 4, Contract No. 1309ICB effective September 9, 2005, Amendment No. 5, Contract No. 1311ICB, effective December 10, 2005, Amendment No. 6, Contract No. 1320ICB, effective March 26, 2006, Amendment No. 7, effective March 20, 2008. Customer signed an eighth amendment which extended the Original Agreement by six (6) months until March 20, 2009.

Customer must sign and date this Agreement on or before January 30, 2009 to enable enough time for Verizon to sign and date this Agreement and to file it with the Washington Utilities and Transportation Commission ("Commission") no later than March 20, 2009. This will enable the Agreement to become effective pursuant to Section 2 below on or before March 20, 2009. **IF CUSTOMER DOES NOT SIGN AND DATE THIS AGREEMENT ON OR BEFORE JANUARY 30, 2009, THE EDSR SERVICE BEING PROVIDED TO CUSTOMER PURSUANT TO THE EXISTING AGREEMENT WILL BE DISCONNECTED.**

1. **Services and Quantity Commitments.** Verizon Enhanced Dedicated SONET Ring (EDSR) service provides a dedicated high capacity customized network. The network is in a ring architecture or topology that assures survivability. The rate elements are "Nodes", "Mileage" and "Ports" (individually and collectively in a ring arrangement referred to as "Service(s)"). The Service includes the option to transport Gigabit Ethernet (GigE) circuits over SONET rings. Ethernet Service is provided on a point-to-point basis between two suitably equipped enhanced nodes.

Customer agrees to purchase the following Services from Verizon at the rates set forth below and in quantities set forth below for the Service Period identified below. Any other work, services or facilities required will be provided subject to prevailing tariff rates and charges, or if no tariff is applicable, under separate individual case basis agreement or formal amendment to this Agreement. Customer shall provide to Verizon at each Customer location suitable and secure space, with suitable environmental conditions and uninterruptible power supply, building entrance facilities and conduit, for placement of the facilities and equipment to be used by Verizon to provide such Service.

a) Nodes and Mileage.

Rate Element	Quantity ("Q")	Monthly Unit Rate	Monthly Total Rate (Q*Monthly Unit Rate)
Ring #1			
Custom Connect OC3 Node at Redmond CO	2	Included	Included
DS1 Rider	168	Included	Included
Enhanced OC48 Node @ [REDACTED] WA	1	\$3,120.00	\$3,120.00
Enhanced OC48 Node @ [REDACTED] WA	1	\$3,120.00	\$3,120.00
Enhanced OC48 Node @ [REDACTED] WA	1	\$3,120.00	\$3,120.00
Enhanced OC48 Node @ [REDACTED] WA	1	\$3,120.00	\$3,120.00
Enhanced OC48 Node @ [REDACTED] (Verizon CO)	1	\$3,120.00	\$3,120.00
Mileage, per airline mile	6	\$297.00	\$1,782.00
Total Nodes and Mileage - Ring #1			\$17,382.00

Ring #2			
Enhanced OC48 Node @ [REDACTED] WA	1	\$3,120.00	\$3,120.00
Enhanced OC48 Node @ [REDACTED] WA	1	\$3,120.00	\$3,120.00
Enhanced OC48 Node @ [REDACTED] WA	1	\$3,120.00	\$3,120.00
Enhanced OC48 Node @ [REDACTED]	1	\$3,120.00	\$3,120.00
Enhanced OC48 Node @ [REDACTED] Redmond WA (Verizon CO)	1	Included	Included
Mileage, per airline mile	9	\$297.00	\$2,673.00
Total Nodes and Mileage - Ring #2			\$15,153.00
BITS Clocking Service, per location		\$608.00	

Notes:

- i) The Node rates in the preceding table are only valid for the specified locations and types and quantities of Nodes (the "Service Configuration"). Any change to the Service Configuration may result in a change of the Node rates and may require a formal amendment to this Agreement or a new agreement.
- ii) The mileage quantities in the preceding table shall be initially deemed an estimate and billing will be based on actual mileage. Customer is responsible for the actual mileage charges.
- iii) Nonrecurring charges are not applicable to Nodes, Mileage and BITS Clocking Service associated with the Service Configuration. Nonrecurring charges may be applicable to Nodes and Mileage that are added to the Service Configuration and any such charges will be set forth in the associated formal amendment to this Agreement or in a new agreement.
- iv) Tariffed nonrecurring charges will apply to tariffed services provisioned by means of the Service Configuration.
- v) No specific monthly unit rates apply to rate elements with monthly unit rates shown as "Included" in the preceding table.
- vi) The Custom Connect OC3 Node will perform OC3-to-DS1 multiplexing functionality at the Redmond CO.
- vii) Customer must cross-connect DS1 circuits utilizing Ring #1 in Verizon's Redmond central office to DS1 riders on the Custom Connect OC3 Node (up to initial capacity which is 168 DS1 riders on Ring #1). Nonrecurring charges will not apply to Ring #1 DS1 riders for the Service Configuration. In the event Customer wishes to order additional DS1 connections (over and above the 168 DS1 riders included on Ring #1 for the Service Configuration) such additional DS1 connections may be provided, subject to Service and facility capacity, at the DS1 Port rates shown in the table below.
- viii) BITS Clocking Service allows Customer to extract a precise timing reference at [REDACTED] WA) and/or [REDACTED] WA). Customer may purchase BITS Clocking Service at [REDACTED], or both. One BITS Clock output is required at each Customer location requiring BITS Clocking Service. No early termination charges apply to BITS Clocking Service. The addition of BITS Clocking Service to other Customer locations will require a formal amendment to this Agreement. Bits Clocking Service is co-terminus with the Service Period in this Agreement.

b) Ports.

Rate Element	Term Rate	Month-to-Month Rate	
	Monthly Unit Rate	Monthly Unit Rate	Nonrecurring Charge (NRC) per Unit
DS1 Port	\$28.00	\$28.00	\$535.00
DS3 or STS-1 Port	\$115.00	\$115.00	\$535.00
OC3 Port	\$343.00	\$343.00	\$535.00
OC3c Port	\$274.00	\$274.00	\$535.00
OC-12 Port	\$642.00	\$642.00	\$535.00
OC-12c Port	\$514.00	\$514.00	\$535.00
GigE-1 Port	\$230.00	\$230.00	\$535.00
GigE-3 Port	\$345.00	\$345.00	\$535.00
GigE-6 Port	\$455.00	\$455.00	\$535.00

GigE-9 Port	\$535.00	\$535.00	\$535.00
GigE-12 Port	\$645.00	\$645.00	\$535.00
GigE-24 Port	\$880.00	\$880.00	\$535.00

Notes:

- i) Ports are available in any combination, up to system capacity, at the term rates specified in the table above ("Term Ports") or at the month-to-month rates specified in the table above ("Month-to-Month Ports").
- ii) Nonrecurring charges will not apply to Ports installed pursuant to the Original Agreement. No early termination charges apply to such Ports. For purposes of this Agreement, existing ports shall be considered month-to-month Ports.
- iii) Customer may add Ports only in even multiples, e.g. 2 or 4 Ports, since 2 Ports are required to configure a Rider.
- iv) Customer may add Ports during the Service Period by written or electronic request to Verizon, but without an amendment to this Agreement. Term Ports may be added to Ring #1 within the first fourteen (14) months of the Service Period and will be coterminous with the Service Period. Customer cannot order Term Ports for Ring #2. Early termination charges as specified below will apply for early termination of Term Ports. Month-to-Month Ports may be added to Ring #1 and Ring #2 at any time during the Service Period and will be coterminous with the Service Period unless sooner terminated by Customer. No early termination charges apply to Month-to-Month Ports.

2. Effective Date/Regulatory Filing and Review. This Agreement, and any subsequent amendment(s), shall be filed with the Washington Utilities and Transportation Commission (Commission). This Agreement (and any subsequent amendment(s)) shall become effective on either (a) the thirty-first (31st) calendar day after the date of such filing, unless the Agreement (or subsequent amendment) is rejected by the Commission prior to the expiration of thirty (30) calendar days following the date of such filing, or (b) on another date as determined by the Commission. This Agreement shall at all times be subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its lawful jurisdiction.

3. Service or Term Period. Customer shall purchase such Services for a period of sixty (60) consecutive months from the in-service date. If Customer signs and dates this Agreement on or before January 30, 2009, the in-service date shall be March 21, 2009 which is the day after the expiration of the Existing Agreement.

4. Termination Charges.

Termination charges will apply to each Node and Port rate element for which Service is terminated except for Bits Clocking Service, Nodes and Term Ports which are part of Ring #2, Ports installed pursuant to the Original Agreement and Month-to-Month Ports for which a one-month minimum service charge applies. The termination charge for a Node or Term Port is equal to twenty five percent (25%) of the applicable monthly unit rate for the terminated Service multiplied by the number of months remaining in the first thirty-six (36) months of the Service Period. No termination charges shall apply to a Node or Term Port after month thirty-six (36) of the Service Period. Any such termination charge shall be due and payable in one lump sum within thirty (30) days of billing. If Customer terminates this Agreement subsequent to the execution of this Agreement by the parties but prior to the in-service date, Customer shall pay to Verizon all costs incurred by Verizon for contract and service preparation.

Termination charges will not apply:

- a. If Customer, by new agreement or formal amendment to this Agreement, changes the Service Period to a service period that is longer than the Service Period specified in this Agreement.
- b. Should Customer upgrade the Service to a new Verizon service (i.e., change to an equal or greater capacity service), that is either jurisdictionally intrastate or interstate in nature, if all of the following conditions are met:
 - i) A new term commitment period commences with the upgrade which will be reflected in a formal amendment to this Agreement or a new agreement;
 - ii) The Service Period for the new service must be greater than the remainder of the current Service Period in this Agreement; and
 - iii) The new service must have at least one customer premises location in common with the existing Service(s).
- c. If Customer upgrades a Term Port to a higher capacity Term Port and the value of the higher capacity port for its term is equal to or greater than the remaining value of the replaced Term Port.
- d. Should Customer terminate all or part of Ring #2, the termination of all or part of Ring #2 will not require an amendment to this Agreement.

5. Additional Provisions.

a. Conditions. The parties acknowledge that the rates and other terms of this Agreement are premised on Customer's commitments, unique network design requirements, and Customer's service mix, usage patterns and concentration, and other characteristics.

b. Service Continuation. (i) If, at the time of expiration of the Service Period, a new agreement or tariffed service arrangement with Verizon for the Services is not effective as defined above and Customer has not requested, in writing, disconnection of the Services, then the Services will be reverted to applicable tariff or other Commission-authorized rate(s) for the minimum service commitment period available. The applicable tariff or other Commission-authorized arrangement will govern the service arrangement prospectively, including rates, terms and conditions, which may include charges for termination prior to the end of the minimum tariff service commitment period. If there is no applicable tariff or other Commission-authorized service arrangement, then the Service will be subject to disconnection upon the expiration of the Service Period of this Agreement. If, upon expiration of the Service Period, there is a delay in reverting rates to the applicable tariff or other Commission-authorized rate(s), or in disconnecting the Services if no tariff or Commission-authorized service arrangement is available, the Service Period shall be deemed temporarily extended on a month-to-month basis until such reversion of rates or disconnection of Services is completed. In no event, however, will such temporary extension of the Service Period continue more than twelve months after the expiration of the initial Service Period.

(ii) If Customer indicates to Verizon in writing that it desires to negotiate a new contract or tariffed service arrangement to continue or replace the Services provided for herein, this Agreement shall automatically be extended for a period not to exceed 60 days from the end of the initial Service Period to allow the parties to finalize a new agreement or to transition to a tariffed service arrangement. Written notice must be provided by Customer at least 30 days prior to the end of the initial Service Period. For purposes of this paragraph only, written notice may be by facsimile or electronic mail.

c. Detariffing. In the event any of the Services are hereafter detariffed, then the terms of the tariffs in effect immediately prior to such detariffing shall be deemed to be incorporated by reference and shall continue to apply to the provision of the Service to the same extent as such tariffs applied hereunder prior to such detariffing.

d. Facilities. Additional charges may be required if suitable facilities are not available to provide Services at any locations, or if any additional work, services, or quantities of Services are provided. In the event installation of additional network facilities is required to provide Services, Verizon will inform Customer of such applicable charges, and Verizon will install such facilities only upon mutual written agreement of the parties to such additional charges. If Customer does not agree to pay such additional charges, then this Agreement will be subject to termination by either party without application of the termination charges described above.

6. Locations. The Services shall be provided to Customer under the terms hereof at the following locations, which are in Verizon's tariffed exchange service areas in Washington.

Ring #1:	Ring #2
	WA

REDACTED

REDACTED