



SERVICE AGREEMENT  
(Intrastate ICB)

Routing Code: 5V

Customer Name [REDACTED] ("Customer")	Main Billing Tel. No: [REDACTED]
and address: [REDACTED], Olympia, WA [REDACTED]	ICB Case No. 2009-469538

**Services.** Customer hereby requests and agrees to purchase from the Verizon company(ies) identified in the applicable Exhibit(s) ("Verizon") the services identified in Exhibit A attached to this Agreement, and in any Addendum expressly made a part hereof, and as further described in Verizon's applicable tariffs, (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.

**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. Notices shall be deemed effective five business days after such mailing.

**Miscellaneous.** (a) Neither party will disclose the terms of this Agreement to any other person without the prior written consent of the other party, except as may be necessary to comply with applicable law, regulation, or filing requirements. Either party may issue or permit issuance of a press release or other public statement concerning this Agreement provided its contents have been reviewed and agreed upon by the parties. (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 may assign or transfer 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. It is expressly understood and agreed that the retail Services provided by Verizon to Customer under this Agreement are provided only for Customer's own internal administrative use. Customer may make the Services hereunder available to its authorized end users and/or agencies, and re-bill those end users and/or agencies for Services provided, however, Customer may not change the Service, or alter Verizon's rates for Service. Customer remains responsible to Verizon for payment of rates and charges for all Service provided under the Agreement.

**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 now or hereafter filed with the applicable state regulatory commission and/or the Federal Communications Commission. 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.

[REDACTED] (010207)

REDACTED

AGREED AND ACCEPTED:

[REDACTED] (Customer)

VERIZON BUSINESS NETWORK SERVICES Inc. on behalf of the Verizon company (as identified in the applicable Exhibit)

By **REDACTED**

By 

Name

Name/title Suleiman Hessami  
VP Pricing/Contract Management

Date 3-3-2009

Date 3/05/09

## Exhibit A

Verizon company name: Verizon Northwest Inc. (referred to in this Exhibit as "Verizon")State: WashingtonCustomer name: [REDACTED]ICB Case No.: 2009-469538

Customer is currently receiving Service under a prior agreement which will expire April 23, 2009. In order for Service to continue without interruption, this Agreement must be fully executed and filed with the Commission no later than March 20, 2009 in order for the Commission to complete its review and approval prior to the April 23, 2009 expiration date. As the Service under the prior agreement is not presently available in Verizon's tariff, if this Agreement is not approved and effective by April 23, 2009, the Service must be disconnected and cannot be restored until this Agreement is approved and effective.

The Customer must sign and date this Amendment and return it to Verizon on or before March 6, 2009 or the pricing contained in this Amendment will no longer be available. In the event that the Customer does not sign and date this Amendment and return to Verizon on or before March 6, 2009, Verizon will continue to provide CentraNet service at the rates set forth in customer's prior agreement, as amended, until the expiration of the agreement which is April 23, 2009.

1. **Services and Quantity Commitments.** 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.

<u>Service Item</u>	<u>Monthly Unit Rate</u>	<u>Non-recurring Charge / Unit</u>
CentraNet Analog Station Line with Feature Pack 2000	\$ 9.85/Line	N/A
Network Access Registers (NARs)* P.01 grade of service	\$13.50/Each	N/A

\*Customer must subscribe to a sufficient number of Network Access Registers (NARS) in order to maintain a P.01 grade of service.

**Minimum Quantity Requirement.** During each month of the Service Period, Customer shall have the obligation to maintain in Service four hundred (400) Analog CentraNet Lines (the "Minimum Line Obligation"). Verizon will review Customer's account on an annual basis, and for each month that the number of Analog CentraNet Lines installed is less than the applicable Minimum Line Obligation, a shortfall charge will apply ("Shortfall Charge"). The Shortfall Charge will be equal to \$9.85 multiplied by the difference between the Minimum Line Obligation and the number of Lines in-service. Any Shortfall Charge shall be due and payable in one lump sum within thirty (30) days of billing.

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 (31<sup>st</sup>) 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 thirty six (36) consecutive months from the in-service date. The in-service date shall be the date, after the effective date defined above, on which Verizon's provisioning has been completed and the Service is available for Customer's use. With sixty (60) days advance written notice to Verizon prior to the end of the then current Term Period, Customer may elect to extend the Term Period of this Agreement, at the rates set forth herein, for up to two (2) optional one (1) year extension terms.

4. **Termination Charges.** If Customer terminates this Agreement for any reason prior to the expiration of the Service Period, Customer shall pay to Verizon a termination charge equal to \$9.85 multiplied by the Minimum Line Obligation, multiplied by the number of months remaining in the unexpired portion 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 if an exception contained in Verizon's applicable tariff applies.

5. **Assigned Numbers.** Customers are required to keep 50% or more of their assigned numbers working at all times in order to retain assignment of their entire block of numbers. Verizon will notify Customer annually if their number of working numbers drops below 50% of their assigned numbers so that action can be initiated by Customer to increase their number of assigned numbers working or by Verizon to reclaim numbers. Numbers shall be considered working if they provide dial tone for a minimum of 90 nonconsecutive days during each calendar year in which they are assigned to Customer.

6. **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 Verizon without application of the termination charges described above.

e. **Additional terms and conditions:**

(i) The Customer may purchase additional quantities of Service at the rates and charges shown above for use at Customer's designated existing or new locations using Contractor's established ordering procedures so long as such location(s) are within Contractor's established local exchange service area in the Customer of Washington and the Service is technically and commercially available. Additional Service quantities purchased pursuant to this Agreement shall be subject to the terms of the Agreement, including applicable minimum quantities requirements and termination liability provisions. Any additional quantities of Service will be coterminous with the term of this Agreement.

(ii) The above charges do not include federal Subscriber Line Charges, any other applicable tariff rates or charges, or any local, state, or federal fees, taxes, or surcharges. The above CentraNet Analog Line rate includes Feature Package 2000. All other features required by the Customer will be provided at tariff rates. Other services provided pursuant to tariff are outside the scope of this Agreement and will be governed by applicable tariffed rates, terms and conditions.

(iii) As set out above, Customer will be billed, on a per line basis, the prevailing federal Subscriber Line Charge pursuant to the Verizon Telephone Companies Tariff FCC No. 14. Customer will be provided a Subscriber Line Credit pursuant to Verizon Northwest Inc.'s Tariff, WN U-17, Section 11 at the prevailing credit amount associated with Line Size 101-200 lines. All tariffed rates and charges are subject to change; Customer will be billed or credited with the applicable prevailing tariffed rate and/or credit.

(iv) As this Agreement relates to existing Services, there shall be no non-recurring charges for Services installed as of the effective date of this Amendment. Additional quantities of Services installed or moves and changes performed after the

effective date of this Amendment shall be billed the monthly recurring charges shown above in addition to any applicable nonrecurring charge(s) from Contractor's tariff.

(v) In the event the parties execute a master agreement to provide, in part, Services that are the subject of this Agreement, Services provided herein may, upon written consent by both parties, transition to the master agreement, when effective. Such transition will migrate the Service with its then remaining term period to a service attachment or schedule under the master agreement. The parties understand and agree that the terms and conditions that will apply to services provided by Verizon Northwest Inc. (including, in part, Voicemail and CentraNet services) will be subject to the terms and conditions that may differ from the overall terms and conditions of the master agreement, which is intended to support the general portfolio of Verizon Business products and services. In the event the parties are unable to conclude a new master agreement within one hundred and twenty days (120 days) of the Effective Date of this Agreement (as defined in Section 2 above), either party may terminate this Agreement and the Service without application of termination charges. Such termination notice must be given in writing no later than the tenth calendar day after the expiration of the 120 day period, and must specify a Service termination date, which may be no less than twenty days and no more than thirty days after the expiration of the 120 day period. In the event Customer chooses to receive CentraNet service after such termination, service will be provided at tariffed rates, terms and conditions.

7. Locations. Upon request, Verizon will provide Customer with a list of Service locations and applicable quantities.

