

Confidential per WAC 480-07-160

Service & Equipment Agreement

CONTRACT#
08PJTE7M7W3U

CUSTOMER ADDRESS:

Street Address		
City	State	ZIP
POULSBO	WA	99370
Billing Contact	Billing Telephone No.	

BILLING ADDRESS:

Name		
Street Address		
City	State	ZIP
POULSBO	WA	99370
Billing Contact	Billing Telephone No.	

This Service & Equipment Agreement ("Agreement") dated December 30, 2008 between United Telephone Company of the Northwest ("Embarq") and ("Customer") sets forth the terms and conditions for Embarq's provision of certain telecommunications services, equipment, or both to Customer. Customer will pay the contract price as follows:

Purchase Price	
Total Monthly Recurring Service	\$2,285.00
Total Non-Recurring Service	\$0.00
Payment Terms (for Recurring Services)	
Deposit for Recurring Service	\$0.00

TERMS AND CONDITIONS

Embarq provides the Services and Equipment identified in Embarq's Attachments to this Agreement under the terms and conditions listed on the attached Equipment List or Services List, as applicable, which are incorporated by this reference. References to Uniform Resource Locators (URLs) in this Agreement include any successor URLs designated by Embarq.

AGREED:

United Telephone Company of the Northwest

By: *Cathy Mikszkauskis*

Printed: CATHY MIKSZKAUSKI

Title: GENERAL MANAGER

Date: 12/22/08

E-Acceleration Software Corporation - Headquarters

By: _____

Printed: _____

Title: CFO

Date: 12-22-08

Address for Notices:
900 Springmill Road
Malletts: OH 44130
Mansfield, OH 44908

And if related to a dispute to:
Embarq - Attn: VP, Commercial Law
5454 W. 110th Street
Overland Park KS 66211

Sales rep: Peter J. Talmage
Sales rep phone: (541) 387-8365
Sales rep fax: (541) 387-9713

Address For Notices (if different from above):

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Services List

CONTRACT#
08PJT57M7W3U

SERVICE ADDRESS: - See attached Additional Service Addresses list, if applicable

Address		
Street Address		
City	State	ZIP
POULSBO	WA	98370
Contact	Telephone No.	

1. **SERVICE.** Embarq will provide to Customer those Service(s) identified below.

Type of Service	Term (Months)	Monthly Recurring Charge	Non-Recurring Charge
1. Embarq Ethernet Services	36	1,205.00	0.00
2. ENBARQ Dedicated Internet Access - (Invoice lists individual service components)	36	1,080.00	0.00
3.			
4.			
5.			

2. **TERMS AND CONDITIONS.**

- A. **TARIFFS AND LOCAL TERMS OF SERVICE.** Embarq provides local exchange carrier Services under Embarq's Tariffs, as posted to www.embarq.com/ratesandconditions filed with, and approved by, respective federal and state regulatory commissions. Embarq may modify its Tariffs from time to time. Embarq's applicable Tariff provisions control over inconsistent or conflicting terms in this Agreement. Tariffed rates are subject to change without notice. Embarq provides business bundle Services in Washington under the Washington Local Terms of Service posted to www.embarq.com/ratesandconditions.
 - B. **SCHEDULES.** Embarq provides long distance Services through its affiliate, Embarq Communications, Inc., under the Embarq Standard Terms and Conditions for Communications Services ("Standard Terms and Conditions") and Embarq's Schedules, as posted to www.embarq.com/ratesandconditions.
 - C. **STANDARD TERMS AND CONDITIONS AND SERVICE ANNEXES.** Embarq offers all other Services under the Embarq Standard Terms and Conditions and the applicable annexes posted to www.embarq.com/ratesandconditions.
3. **RATES.** Rates quoted above are exclusive of applicable taxes and surcharges stated separately on Customer's monthly bill. The rates in Section 1 are estimated total charges for all Service addressees under this Agreement.

Additional Service Addresses

36 Month Contract for 50Mbps Enhanced Ethernet Access to 12Mbps Dedicated IP Port. Contract/order includes two month MRC waiver of both Ethernet and IP components.

ASP Contract No.: 08PJTE7M7W30

**Service & Equipment Agreement
EMBARQ Ethernet Service Addendum
(for Individual Case Basis Pricing)**

Specialized services or arrangements may be provided by Embarq ("Embarq"), at the request of a customer, on an individual case basis if such service or arrangement is not offered under Embarq's Tariffs. Contemporaneously with entering into the Agreement, Customer and Embarq agree to the following modifications to the Agreement. For the EMBARQ Ethernet Services ("Ethernet Services") listed on the Services List to the Agreement, Sections 1 through 3 of the Services List are deleted and replaced with the following. For all other Services listed on the Services List, the terms and conditions of the Services List will remain in effect.

1. **TERM.** The Term is listed in the attached Embarq Price Quote No. 08-012565-02 ("Price Quote"). The Term will begin on the first day of the first billing month after Ethernet Services are installed and made available to Customer. Embarq will make the Services available only after its full compliance with any state-specific regulatory filing requirements.
2. **SERVICE.** The Service is a telecommunications service regulated by federal or state agencies. Embarq's provision of the Service is governed by the general terms and conditions set forth in Embarq Tariffs in addition to the Service description and terms contained in Exhibit A to this Addendum. In the event of any inconsistencies or conflicts between this Agreement and the applicable Tariff this Agreement will take precedence.
3. **RATES.** Rates in the attached Price Quote have been developed on an individual case basis in the absence of a specific Tariff offering for the Service. These rates will remain fixed for the Term of this Agreement. If Service is available under Embarq Tariffs when the Term expires, Customer must convert to the Ethernet Service rates set forth in the existing Embarq Tariff or negotiate a separate agreement. In no event will this Agreement automatically renew. Except for the rates identified above, should a Tariff be filed and approved for this Service during the Term, all Tariff provisions will supersede those in this Agreement. The rates quoted do not include any applicable local, state, or federal taxes or surcharges. Embarq will bill Customer for reimbursement of applicable taxes and surcharges.
4. **TARIFFS.**
 - 4.1 "Tariffs" refer to Embarq Local Operating Companies F.C.C. Tariff No. 1, Embarq state access service tariffs and Embarq general exchange / customer tariffs filed with and approved by respective federal and/or state regulatory commissions for the location(s) in which Service is provided. Tariffs contain rules and regulations applicable to Embarq's facilities and provision of Service, general customer relations, and Embarq's overall operations. Changes to the Embarq Tariffs will not release Customer from the terms of this Agreement or otherwise justify termination.
 - 4.2 In the absence of a Tariff or if Embarq withdraws its Tariffs, Embarq will provide Service under the state-specific Local Terms of Service posted at <<http://www.embarq.com/ratesandconditions>> on the later of the Effective Date or when the withdrawal becomes effective and incorporated by this reference.
 - 4.3 This Agreement and the applicable Embarq Tariff or Local Terms of Service will govern the terms for Service. In the event of any inconsistencies or conflicts between this Agreement and the applicable Tariff or Local Terms of Service, this Agreement will take precedence.
5. **TERMINATION.** If Customer gives notice of cancellation or termination, disconnects any portion of Service or otherwise breaches this Agreement resulting in the termination of Service before the end of the Term, Customer will be liable for a lump sum payment equal to:
 - 5.1 25% of the monthly payments that would otherwise remain under the Term; plus
 - 5.2 That portion of Embarq's capital investment associated with the Service that Embarq has not recovered through payments made during the Term or the lump-sum payment made under Section 5.1.

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All terms of the Agreement not modified by this Addendum will remain in full effect.

AGREED:

CUSTOMER

EMBARQ

By:

By:

Cathy Myszkowski

Printed:

Printed: Cathy Myszkowski

Title: CFO

Title: General Manager

Date: 1-9-09

Date: 1.9.09

EXHIBIT A

EMBARQ Ethernet Service Description

- I. **Introduction.** Embarq Ethernet Services is a standards-based high-speed packet transport service using a shared fiber network to allow for the interconnection of Local Area Networks (LANs) across selected metropolitan areas. The Services deliver access from Customer's LAN to the shared Embarq Ethernet Services network. Embarq Ethernet Services protects data privacy by using specialized screening software, which permits subscribers to access only their data. Embarq Ethernet Services is offered for local and intraLATA use where Embarq facilities exist.
2. **Term.**
 - 2.1. The minimum Term for Embarq Ethernet Services is 12 months. Services are available in increments of one month, based upon the following plan options:
 - A. Plan A: 12 to 35 months
 - B. Plan B: 36 to 59 months
 - C. Plan C: 60 to 84 months
 - 2.2. Customer must specify the length of the Initial Term at the time Service is ordered. At the end of the Initial Term, Customer may subscribe to a renewal Term at the prevailing rates set forth in Embarq's Tariff based on the plan options in subsection 2.1 or terminate Services with no penalty or obligation.
 - 2.3. Termination Liability Charges will not apply when a service or rate element is disconnected before expiration of the Term as a result of a change in Tariff or Customer-requested upgrade to a next generation service offering, under the following conditions:
 - A. The term for the new service offering is equal to or exceeds the remaining service period of the disconnected Term, and
 - B. The service orders to install the new service and disconnect the old service are related together, and there is no lapse in service between the installation of the new service and the disconnection of the old service, and
 - C. The service orders to install the new service and disconnect the old service are for the same Customer at the same location.
 - 2.4. Embarq will determine whether the new service qualifies as a next generation service offering.
 - 2.5. Nonrecurring charges and Service Order Charges for the new service will apply according to the requirements of the new service.
 - 2.6. Temporary Suspension of Service (Vacation Service) at Customer's request, as defined in Embarq's Tariffs, is not allowed for Embarq Ethernet Services.
3. **Service Description.**
 - 3.1. Embarq Ethernet Services is available to customers whose serving central office is equipped with Embarq Ethernet Services equipment and is located within 28 km or 15 miles from the serving central office.
 - 3.2. The network demarcation point is an 802.3 (Ethernet), 802.3u (Fast Ethernet) or 802.3z (Gigabit Ethernet) LAN interface on the Embarq Ethernet Services equipment at the subscriber premises.

Embarq Ethernet Services network access for 802.3 interface is provided at 10 Mbps, while 802.3u network access is provided at 100 Mbps and 802.3z network access is provided at 1-Gigabit (1000 Mbps). VLAN subscribers must choose between 802.3, 802.3u or 802.3z LAN standards.

3.3. Definitions.

- A. **Local Channel Connection** – The local loop from Embarq's serving central office to the customer premises.
- B. **Local Access and Transport Area (LATA)** - Denotes a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges that are grouped to serve common social, economic, and other purposes.
- C. **Local Area Network (LAN)** – A network permitting the interconnection and intercommunication of a group of computers, primarily for the sharing of resources such as data storage devices and printers.
- D. **802.3** – Colloquially known as Ethernet, 802.3 can be delivered over fiber or copper at 10 megabits per second. It is a part of the body of LAN standards developed by the Institute of Electrical and Electronics Engineers, Inc. (IEEE).
- E. **802.3u** – A LAN standard out of IEEE, known as Fast Ethernet, 802.3u typically runs over fiber at 100 megabits per second.
- F. **802.3z** – A LAN standard out of IEEE, known as Gigabit Ethernet, 802.3z typically runs over fiber at 1000 megabits per second (1Gigabit).
- G. **VLAN ID** - A Virtual Local Area Network ID is an identifier assigned to each customer group. VLAN ID's allow multiple customers to share a common infrastructure while maintaining separate and secure LAN domains.
- H. **VLAN Bridging** is a grouping of Customer computers in a single broadcast domain. A VLAN may exist across multiple physical LAN segments, including multiple locations. VLAN Bridging allows for traffic broadcasting within a customer's predefined group of locations at Layer 2 of the Open Systems Interconnection (OSI) model.

3.4. Connections.

- D. **Customer-Provided Terminal Equipment and Customer-Provided Communications Systems** may be connected to Embarq Ethernet Services when such connection is made in accordance with the terms of this Annex and where Customer's premises are not more than 28 km or 15 miles from the serving office.
- E. **Responsibility of Embarq:**
 - (1) Embarq's responsibility is limited to the furnishing and maintenance of Embarq Ethernet Services to a network interface on Customer's premises where provision is made for the connection of local service.
 - (2) Embarq is not responsible for installation, operation or maintenance of any terminal equipment or communications systems provided by Customer. Embarq Ethernet Services is not represented as adapted for the use of such equipment or system. Where such equipment or system is connected to Embarq facilities, Embarq's responsibility is limited to the furnishing of facilities suitable for

Embarq Ethernet Services and to the maintenance and operation in a manner proper for such packet technology. Embarq is not responsible for:

- (a) The through transmission of signals generated by such equipment or system, or for the quality of, or defects in, such transmission, or
 - (b) The reception of signals by such equipment or systems, or
 - (c) Damage to terminal equipment or communications systems provided by Customer or authorized user due to testing.
- C. Embarq is not responsible if changes in any of its facilities, operations or procedures utilized in the provision of Embarq Ethernet Services render any facilities or equipment provided by Customer obsolete, or require modification or alteration of such equipment or system or otherwise affects its use or performance.
- D. Embarq will maintain and repair the facilities it furnishes. Customer may not rearrange, disconnect, remove or attempt to repair any equipment installed by Embarq without prior written consent of Embarq.
- E. Maintenance.
- (1) To maintain the quality of Embarq Ethernet Services, Embarq reserves the right to perform preventative maintenance and software updates to the network. Embarq has classified maintenance as follows:
 - (a) **Scheduled Maintenance** — Scheduled maintenance is performed for functions such as hardware and software upgrades and network optimization. Embarq will perform these tasks in a maintenance window that is anticipated to minimize disruption of customer service and activity. Embarq will provide advance notice of all scheduled maintenance through the Event Reporting Information Console system (ERIC), a self-subscribed, self-managed reporting tool.
 - (b) **Demand Maintenance** — Demand maintenance may occur as a result of unexpected events and is performed when Embarq Ethernet Services network elements are in jeopardy. Embarq will perform this type of maintenance at its discretion. Due to the nature of demand maintenance, prior notification may not be possible; however, Customer will be informed when the maintenance has been completed.
 - (2) Embarq will provide on-line notification of Scheduled Maintenance and unexpected events through ERIC. Customers can create and manage their subscription rules and create custom notification preferences based on service and location using the following URL: <<http://events.embarqservices.net>>. ERIC notices are also posted to the customer access website for reference at any time before, during and shortly after the event. This system currently allows web-based status checks on current event notifications.

3.5. Responsibility of Customer.

- A. Customer is responsible for installing and testing the customer premises equipment or facilities to insure that when they are connected to Embarq Ethernet Services such equipment or facilities are operating properly.

- B.** The operating characteristics of the customer premises equipment or facilities must not interfere with any of the services offered by Embarq. Such use is subject to the further provisions that the equipment provided by a customer does not: endanger the safety of Embarq employees or the public; damage or require change in or alteration of the equipment or other facilities of Embarq; interfere with the proper functioning of such equipment or facilities; impair the operation of Embarq's facilities; or otherwise injure the public in its use of Embarq's services. Upon notice that the equipment provided by a customer is causing or is likely to cause such hazard or interference, Customer will take such steps as necessary to remove or prevent such hazard or interference.
- C.** Customer's responsibility will include cooperative testing with Embarq as may be necessary. Where regeneration and/or equalization adjustments or changes may be required to compensate for rearrangements and/or changes in outside plant facilities, Customer will be responsible for all expenses incurred in changes to his customer premises equipment.
- D.** Customer must provide a dedicated power outlet to Embarq with 2 duplex isolated ground 20 amps 120v. AC outlets. The outlets must be within 5 feet of the equipment. All electrical work must meet the National Electrical Code (NEC).
- X.** Customer must ensure that 4 consecutive rack units in a 19-inch equipment rack are available to house the Embarq-owned equipment for Enhanced Ethernet Service. Customer will provide a 2-foot clearance on all sides and above the equipment rack. The equipment rack may be either wall or floor mounted.
- F.** Unless the fiber demark is within 25 feet of the equipment rack, Customer must provide one 20 x 44 x 1/4 inch plywood backboard in the equipment demarcation room and ensure clearance of 36 inches in front of the backboard. If the fiber demark is within 25 feet of the equipment rack, no backboard is required. All hardware and terminations will be installed in the Customer-provided equipment rack.
- G.** Customer must provide a No. 6 ground wire from a multi-ground neutral (MGN) source within Customer's equipment to the backboard or equipment rack in which equipment will be installed.
- H. Inside Wiring Requirements.**
- (1) Customer must complete all inside wiring before the Embarq installation technician arrives. Customer must extend the wiring from the demarcation point to the suite or office location where the Ethernet Service will be used.
 - (2) Embarq may be contracted to extend the wiring from the demarcation point to the suite or office location for a time and material charge. Customer must alert its Embarq account executive of this requirement.
 - (3) If Services are delivered via copper (10 mbps or less), the demarcation may be extended a maximum of 300 feet 24 gauge copper.
 - (4) If Services are delivered via fiber, Embarq technicians will terminate fiber into a Customer-provided rack a maximum of 25 feet from demarcation.
- I. Conduit Requirements.**
- (1) Exterior, Customer will ensure adequate conduit space is available to place fiber from the closest right-of-way into the main telephone room within a building.

(2) Conduit Specifications.

- (a) One 2-inch schedule 40 PVC conduit from 2 feet below grade at the building exterior to a pull box on the building exterior. Pull Box must have a minimum dimension of 12 inch x 12 inch x 6 inches deep. Place one 2-inch conduit sleeve through wall from pull box to the inside of the equipment room.
- (b) Conduit must be equipped with 200 lb rated pull tension or greater. Equip conduit with no more than 2 quarter bends (a total of 180 degrees) between cable pulling points. It is Customer's responsibility to seal the conduit after installation to protect from damage such as water.
- (c) Conduit is not required for copper provisioning, 10 Mbps service or less. Services delivered via copper will terminate at the Telco demark on a Customer-provided wall mounted 66 block and cross connected to a copper loop bonding unit.

(3) Interior. If Embarq provided equipment is to be located in space other than the telephone room, Customer will provide 2-inch interior conduit suitable to run fiber jumpers to the equipment.

J. Environment.

- (1) Air. Customer will provide adequate cooling to maintain the equipment operating environment parameters as follows:
 - (a) Temperature: 55-85 degrees Fahrenheit
 - (b) Humidity: 70% or less.
- (2) Space. Customer will provide a clean environment free from flooding for Embarq provided equipment.

K. Access to Premises. Customer will provide Embarq maintenance personnel or contractors with access to Embarq's equipment placed at Customer's premises for regular maintenance and service. If Customer resides in a multi-tenant building, Customer must ensure that the Embarq demarcation point (the location where the Local Phone Company wires enters Customer's your building), is accessible to the Embarq technician. Customer may need to coordinate access with the building manager to ensure that access is available on the day of installation.

L. Location of Utilities. If construction is required, Embarq will not begin construction until Customer locates all private utilities on its premises.

3.6. Connection of Customer-provided Terminal Equipment and Customer-provided Communications Systems

A. The following provisions will apply:

- (1) Customer-provided Terminal Equipment and Customer-provided Communications Systems may be connected to Embarq Ethernet Services when such connection is made in accordance with the terms of this Annex.

- (a) Customer-provided Terminal Equipment includes a standard Ethernet device such as a local area network router or switch.
- (b) Customer-provided Communications Systems include a Voice over IP (VOIP) key system or PBX that is capable of prioritization of Voice traffic.

- B. Connections to Other Services Furnished by Embarq to the Same Customer. Embarq Ethernet Services furnished by Embarq may be connected by Customer to another service or to other services furnished by Embarq. Connected services are subject to all rules and regulations governing the provisioning of those services.
- C. Connections to Other Services Furnished by Embarq to Different Customers. Customer may connect at the premises of Customer, to another Embarq Ethernet Services or other services furnished by Embarq to different customers. Connected services are subject to all rules and regulations governing provisioning of those services.
- D. Customer is responsible for payment of a Trouble Location Charge, as set forth in Embarq's Tariffs, for visits by Embarq to Customer's premises where the service difficulty or trouble report results from the use of equipment or facilities provided by Customer.
- E. Customer may not rearrange, disconnect, remove or attempt to repair any equipment installed by Embarq without the prior written consent of Embarq.
- F. For maintenance purposes, upon Embarq's request, Customer will be responsible for notifying Embarq of the type of terminating equipment used.

4. Service Components and Rate Elements for Embarq Ethernet Services.

- 4.1. Monthly Recurring Charge ("MRC") for Embarq Basic Ethernet Services. Embarq will charge Customer a MRC for Embarq Basic Ethernet Services. Basic Transport includes the demarcation, the port electronics at the Customer's premises, the local channel connection to Embarq's Embarq Ethernet Services switching system and participation in a single Virtual Private Network. Basic Ethernet includes an Ethernet port connection at the subscriber's premises, the local channel connection to Embarq's switched Ethernet network, and participation in a single Virtual Private Network (VPN). Charges are dependent upon the number of ports per building and the total number of ports per customer.
- 4.2. MRC for Embarq Enhanced Ethernet Services. Embarq will charge Customer a MRC for Embarq Ethernet Services -- Enhanced. The components for Embarq Ethernet Services - Enhanced (Managed) include the following:
 - A. Embarq Basic Ethernet Services Transport at speeds at speeds of 5 Mbps, 10 Mbps, 50 Mbps, 100 Mbps, 500 Mbps or 1000 Mbps (1 Gigabit).
 - B. Embarq-owned Edge Equipment. The Embarq-owned Edge Equipment is used to deliver Enhanced Services and serve as Embarq's management device between the central office and the last mile connection at the customer premise. Embarq-owned Edge Equipment allows for the convergence of multiple service options over one common facility for network aggregation. The Embarq-provided Ethernet Equipment is the responsibility of Embarq including provisioning, maintenance and repair or replacement. The Embarq-provided Ethernet Edge Equipment is considered Embarq's demarcation point.
 - C. 24x7 network proactive monitoring and troubleshooting from Embarq's central office to the Embarq-owned Ethernet switch on the customer premise.

- D.** Embarq will assign a specific port on the Embarq-owned Ethernet switch to accept multiple VLANs from Customer. The assigned port will be the aggregation point from Customer that connects to Embarq's Ethernet network. The aggregation port will assign a VLAN tag at ingress and forward the traffic across Embarq's Ethernet network, removing the tag at egress. It is Customer's responsibility to provide the appropriate VLAN tag on any frames being transmitted. Any untagged frames received at the ingress of the aggregation port will be dropped.
- 4.3.** **Nonrecurring Charge ("NRC").** Embarq will charge Customer a NRC for the initial installation of a Local Channel Connection to a given serving central office and for any rearrangement of an existing Local Channel Connection.
- 4.4.** **Move Charge.** Embarq will charge Customer a Move Charge for a Local Channel Connection moved to a new location, even when moved on the same premises. The Move Charge applies in addition to a Service Order Charge located in Embarq's Tariff.
- 4.5.** **Service Order Charge.** A Service Order Charge as set forth in Embarq's Tariff is applicable per each Customer request.
- 4.6.** **Special Construction Charges.** Special Construction Charges, as defined in Embarq's Tariffs, may be applicable under special conditions. Embarq may charge Customer when technical limitations and/or the lack of facilities exist, or if it is necessary to construct facilities to satisfy service requests.
- 4.7.** **Embarq Enhanced Ethernet Services – Value-Added Services.** The following value-added services can be purchased from Embarq for an additional monthly charge on the Embarq Ethernet Services Enhanced Platform.
- A.** **Layer 2 Quality of Service ("QoS") for Prioritization of Traffic.** Embarq will honor a customer's subscribed bandwidth through Embarq's core backbone infrastructure. It is Customer's responsibility to mark the traffic to be prioritized and to connect to the Embarq-specified port of the Enhanced Services device. Embarq can only honor QoS within its serving territory. Embarq supports two QoS classifications for a customer's traffic: Gold and Silver. The classifications allow Embarq to treat packets of information differently based on the packets importance.
- (1)** Gold QoS is for delayed sensitive applications such as Voice and Video. Embarq will prioritize customer's subscribed bandwidth across the Ethernet backbone infrastructure; prioritizing the Gold packets over ALL traffic in the network. Any packets sent over Customer's subscribed bandwidth will be dropped.
- (2)** Silver QoS will support all other applications the customer may deem critical. Embarq will prioritize the customer's subscribed bandwidth across the Ethernet backbone infrastructure; prioritizing the Silver packets after the Gold traffic is sent and before ALL General LAN traffic in the network. Any traffic over Customer's subscribed requirement will be sent across the network with the General LAN traffic.
- If Customer does not purchase a QoS service, Embarq will not prioritize packets; Customer's traffic is sent through the network as it is received as General LAN traffic.
- B.** **Internet Access via Ethernet.** This optional feature allows the customer to connect its VLAN to an Embarq Dedicated Internet Access port (sold separately).

- C. Interworking with Frame Relay Service or ATM Service.** This optional feature allows the customer with a Frame Relay or Asynchronous Transfer Mode local channel to connect with the Embarq Ethernet Services network at Embarq's central office. Packets are converted from Frame or ATM to Ethernet. When interworking Frame Relay or ATM with Embarq Enhanced Ethernet Service, Embarq can not honor QoS as the prioritized traffic will not be recognized from the Frame or ATM networks. This Service is only available in select markets.

Poulsbo, WA
Network Elements (1 Site) for 50 MgB Enhanced Ethernet and 12 MgB DIA
Summary of Costs

Description	Monthly Recurring Costs 3 Year
New Fiber Construction to Customer Site(s)	██████████
Poulsbo Central Office - Equipment Requirements - For 50 MgB Enhanced Ethernet	██████████
1 Customer Site(s) - Equipment Requirements - For 50 MgB Enhanced Ethernet	██████████
Fiber Facility - Existing Local Fiber - Existing Transport Fiber	██████████
Other Poulsbo Central Office - Equipment Requirements - Dedicated Internet Access	██████████
Total	██████████

[Redacted]

**Poulsbo, WA
Network Elements (1 Site) for 50 MgB Enhanced Ethernet and 12MgB Dedicated IP
Summary of Costs**

Sum (C - G) (H * J) / 12

Description	Total Economic Depreciation	Cost of Capital	Income Tax	Maintenance and ODE Expenses	Ad Valorem Taxes	Annual Charge Factor	Investment	Monthly Recurring Cost
New Fiber Construction to Customer Site(s)								
Poulsbo Central Office - Equipment Requirements For 50 MgB Enhanced Ethernet								
1 Customer Site(s) - Equipment Requirements For 50 MgB Enhanced Ethernet								
Fiber Facility Existing Local Fiber Existing Interoffice Fiber								
Other Poulsbo Central Office - Equipment Requirements Dedicated IP Facilities (12 MgB)								
Total								