

This Supplement Number 8 (the "Supplement 8") to the Master Telecommunications Services Agreement is made and entered into as of January 27, 2010 (the "Supplement Effective Date") by and between [REDACTED] Inc., a [REDACTED] corporation with corporate offices at [REDACTED] (hereinafter "[REDACTED]"), and Verizon Business Network Services Inc., a Delaware corporation, with a principal place of business 22001 Loudoun County Parkway, Ashburn, Virginia 20147, on behalf of MCI Communications Service, Inc. d/b/a Verizon Business Services and any other Verizon affiliates identified in applicable service attachments or the Guide (individually and collectively, "Contractor") and forms a part of and is incorporated by reference into that certain Master Telecommunications Services Agreement by and between [REDACTED] and Contractor dated as of September 1, 2008, Supplement Number 1 to the Master Telecommunications Services Agreement executed by [REDACTED] on November 26, 2008, Supplement Number 2 to the Master Telecommunications Services Agreement executed by [REDACTED] on December 19, 2008, Supplement Number 3 to the Master Telecommunications Services Agreement executed by [REDACTED] on July 20, 2009, Supplement Number 4 to the Master Telecommunications Services Agreement executed by [REDACTED] on October 23, 2009, Supplement Number 5 to the Master Telecommunications Services Agreement executed by [REDACTED] on August 21, 2009, Supplement Number 6 to the Master Telecommunications Services Agreement executed by [REDACTED] on [Not yet executed as of the release of this Supplement Number 8], and Supplement Number 7 to the Master Telecommunications Services Agreement executed by [REDACTED] on October 30, 2009 (the "Agreement"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Agreement. The pricing under this Supplement 8 will be effective the first day of the second full billing cycle following execution and delivery of this Supplement 8 by [REDACTED] to Contractor (the "Rate Effective Date").

Verizon Business Network Services Inc.  
 22001 Loudoun County Parkway  
 Ashburn, Virginia 20147

REDACTED

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By: \_\_\_\_\_  
 Name: \_\_\_\_\_ Suleiman Hessami \_\_\_\_\_  
 Title: \_\_\_\_\_ VP. Pricing/Contract Management \_\_\_\_\_  
 Date: 01/10 \_\_\_\_\_

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**WITNESSETH:**

WHEREAS, [REDACTED] and Contractor wish to make certain revisions to the Agreement and the Service Attachments, including adding new Service Attachments.

NOW, THEREFORE, in consideration of the promises, the terms and conditions stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Service Attachment E- ILEC Exchange Services. Service Attachment E- ILEC Exchange Services will be amended to add the following new Attachment E-Exhibit A: PRI Service and Attachment E-Exhibit B: De-tariffed PRI Services which are attached hereto.
2. One-Time Credit. [REDACTED] will receive a one-time billing adjustment credit of Twelve Thousand Dollars (\$12,000) plus applicable taxes and surcharges to be applied against summary account 919-197-4967 sub account 0255806973. The credit will be issued in the second billing cycle following the effective date of this Supplement 8.
3. Definitions. All capitalized terms used herein and not expressly defined herein shall have the respective meanings given to such terms in the Agreement.
4. Entire Agreement. Except as expressly modified by this Supplement 8 to the Service Attachment, the Agreement shall remain in full force and effect in accordance with its terms.
5. Acceptance Deadline. Pricing and/or promotional benefits in this Supplement 8 may not be available if it is signed and delivered to Contractor after January 29, 2010. Any and all prior offers made to [REDACTED] whether oral or written, shall be superseded by this offer.

[REDACTED] MTSA Supplement 8 to Service Attachments E/01-26-2010

*[Handwritten signature]*

## PRI NATIONAL SERVICE AGREEMENT

**1. Services.** Customer hereby requests and agrees to purchase from the Verizon companies identified in the applicable Exhibits the services identified in the Exhibits attached to this Agreement (the "PRI Service"). In states where the PRI Service is subject to tariff, the PRI Service will be provided pursuant to this Agreement including any applicable Exhibit(s) and as further described in Verizon's applicable tariffs. In states where the PRI Service is not subject to tariff, the PRI Service will be provided pursuant to this Agreement including any applicable Exhibit and Verizon's applicable product guide (the "ILEC Product Guide"), which is incorporated herein by this reference. Customer shall purchase the PRI Service for the service period stated in the applicable Exhibit (the "Service Period"), subject to Verizon's receipt of any necessary regulatory and other governmental approvals required to provide the PRI Service under the terms hereof. The PRI Service will be provided under the terms of this Agreement to the Customer locations specified in the attached Exhibits.

**2. Charges.** Customer will pay the rates and charges set forth in the attached Exhibits 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, tariffs or the ILEC Product Guide in connection with the PRI Service. Taxes, fees and/or surcharges are subject to change without notice to Customer, except as may be required by law. Except as otherwise provided in the Agreement, if Customer cancels or terminates this Agreement or any PRI Service prior to expiration of the Service Period Customer will promptly pay to Verizon termination charges as set forth herein.

**3. Effective Date/Regulatory Filing and Review.** This Agreement will be effective in all states when fully executed, except where subject to prior regulatory filing requirements and/or review. If a regulatory filing and/or review is necessary in any state, this Agreement will be effective in such state on filing or receipt of necessary regulatory or other governmental approvals as applicable.

In the event this Agreement does not receive regulatory approval in a state which requires such approval for the PRI Services to be provided within one hundred twenty (120) days of execution by both parties, Verizon will review and attempt to overcome any objections made by the applicable regulatory agency, provided however if the objections require a modification to the rates, terms or conditions of the Agreement, the parties agree to enter into good faith discussions to address any required modifications which will then be reflected in a written amendment to this Agreement.

**4. Billing Commencement; Service Period; Ordering of Additional PRI Services.** Billing for the PRI Services at the rates and charges contained herein shall commence in an individual state on the date after this Agreement is fully executed, when installation of the PRI Services is complete (if not previously installed and outover), and Verizon has received regulatory and other governmental approvals that may be required in that state prior to the provision of such PRI Services under the terms hereof, if applicable. The parties agree that the PRI Service Period for PRI Services shall commence on the date Verizon receives all regulatory approvals required to provide PRI Services under the rates and terms of this Agreement in all states identified herein, collectively, or within one hundred twenty (120) days after the Agreement is fully executed, whichever is earlier, and shall expire twenty four (24) months thereafter. In the event that this Agreement is not approved in one or more states within one hundred and twenty (120) days after this Agreement has been fully executed, and Customer believes that such failure will result in its inability to meet the Minimum Quantities specified herein, Customer may request that the parties negotiate in good faith to renegotiate the rates, terms and conditions so that PRI Services may continue in the other states where the Agreement has been approved. Customer must notify Verizon within fifteen (15) days after the expiration of the one hundred twenty (120) days from execution of the Agreement that Minimum Quantity (as set out below) cannot be met without the state(s) that did not receive regulatory approval. Any such renegotiation must be completed within the Ramp-Up Period. In the event such renegotiation does not result in a new agreement between the parties within that time period, this Agreement shall terminate without liability to either party other than payment for PRI Services rendered in any state prior to termination.

Subject to the terms set forth in this Agreement, Customer may order additional units of PRI Service at the rates set forth in the Exhibits hereto, at any time during the Service Period, subject to the availability of suitable facilities. The Service Period for all PRI Services ordered hereunder shall be coterminous. Verizon will provide written notice to Customer, as designated in the Notices Section of the MTSA, at least ninety (90) days prior to the expiration of the initial Service Period to allow the Customer an opportunity to provide Verizon with at least sixty (60) days written notice prior to the expiration of the initial Service Period, so the Customer, at its option, may extend the Service Period for an additional one (1) year.

**5. Ramp-Up Period.** Customer may not request a delay in Verizon's installation of the minimum quantity of PRI Services (as defined below) ordered hereunder that would not be consistent with the following: the minimum quantity of

PRI Services ordered hereunder shall be scheduled to be installed before the completion of the first six (6) months of the Service Period.

**6. Minimum Quantity.** Customer acknowledges that the rates herein are contingent upon Customer retaining an existing minimum quantity of thirty five (35) units of PRI Service, exclusive of Optional Features, under the Agreement (the "Minimum Quantity") at all times during the Service Period including any optional extension thereof. Customer may order additional PRI Services in accordance with the provisions of this Agreement, and provided Customer maintains at least the Minimum Quantity of PRI Service, Customer may disconnect individual units of PRI Service at any time during the Service Period or any optional extension of the Service Period without payment of termination charges as set forth in Section 8. Termination Charges are applicable to all individual units of PRI Service disconnected (exclusive of Optional Features) if Customer's actual quantity of PRI Service falls below the Minimum Quantity.

**7. Periodic Review and Shortfall.** Subject to the Ramp-Up Period set forth in Section 5, Customer must have its Minimum Quantity of PRI Service installed within the first six (6) months of the Service Period. After such time, Verizon will from time to time review a twelve month history of Customer's account (each a "Periodic Review"). If Customer fails to have such Minimum Quantity of PRI Service installed for any of the months included in the Periodic Review, Customer shall be responsible for an amount equal to five hundred dollars (\$500.00) per month for each unit of PRI Service below such Minimum Quantity ("Shortfall"). The Shortfall shall apply for each successive twelve (12) month period during the Service Period or any optional extension of the Service Period where the Minimum Quantity has not been installed. Shortfall shall not be imposed on units of PRI Service where Termination Charges are imposed. Periodic Reviews shall not include any month included in the Ramp-Up Period.

**8. Termination Charges.** If Customer causes this Agreement to be terminated, other than for cause, or disconnects any unit of PRI Service such that the total number of units of PRI Service falls below the Minimum Quantity prior to the expiration of the Service Period or any optional extension of the Service Period, Customer shall pay to Verizon an amount equal to twenty-five percent (25%) of the applicable Monthly Unit Rate multiplied by the number of months remaining in the Service Period or any optional extension of the Service Period at the time of such termination ("Termination Charges"). Termination Charges are not applicable to units of PRI Service disconnected during the Service Period or any optional extension of the PRI Service provided Customer maintains at least the Minimum Quantity of the PRI Service. Termination Charges are not applicable to Optional Features and Customer may disconnect Optional Features at any time during the Service Period or any optional extension of the Service Period without liability for such charges.

**9. Shortfall and Termination Charges Payment.** Verizon will issue an invoice to Customer for any Shortfall or Termination Charges due hereunder which shall be due and payable in one lump sum within thirty (30) days of billing. Failure by Customer to pay any such Shortfall or Termination Charges in accordance with this Agreement shall constitute a default of this Agreement, which, if not cured within thirty (30) days after notice, shall constitute grounds for termination of this Agreement by Verizon for default. Upon a termination by Verizon for such default, Customer shall be responsible for payment of the required Shortfall and Termination Charges, PRI Services subject to Verizon's tariffs shall revert to and be governed by the applicable tariff rates, terms and conditions then in effect, and PRI Services subject to Verizon's ILEC Product Guide shall revert to and be governed by Verizon's applicable ILEC Product Guide rates terms and conditions.

**10. Technology Upgrade.** If, at any time after the completion of twelve (12) months of the Service Period, Verizon offers to the public a modification, enhancement or improvement to this PRI Service that increases the speed, bandwidth or capacity of this PRI Service ("Upgrade") and such Upgrade is available in the areas of Customer's locations, Customer may request such Upgrade in replacement of all or a portion of this PRI Service at the Customer's locations without termination liability for the replaced PRI Service, provided that (i) Customer subscribes to the Upgrade for a service period at least as long as the Service Period remaining for the replaced PRI Service under this Agreement; (ii) Customer subscribes to the Upgrade at the same Customer locations as the replaced PRI Service at the rates determined by Verizon and agreed upon by the parties for such Upgrade or at generally available tariffed rates for such Upgrade; and (iii) total charges for such Upgrade for the revised service period are equal to or exceed the total charges remaining for the replaced PRI Service. The Upgrade shall be provided, and the applicable rates, terms and conditions will take effect at each upgraded location, only after mutual written agreement of the parties on all such rates, terms and conditions, and if applicable, only after all necessary filings are made with governmental entities and any required approvals from such entities are obtained. Rates for the Upgrade will apply prospectively only. Customer may exercise its rights under this technology upgrade clause only once during the term of the PRI Service Period, including any optional extension thereof.

**11. Business Downturn.** If after completion of the first twelve (12) months of the Service Period, Customer is unable despite its best efforts to meet requirements to subscribe to the Minimum Quantity of PRI Services set forth in this Agreement and such inability is solely the result of a general downturn in Customer's industry that causes Customer to (i) sell or otherwise dispose of one or more significant business units, or (ii) substantially reduce business operations, then

Verizon will enter into good faith discussions with Customer, after receipt of written notice from Customer about such downturn, concerning prospective modifications of the Minimum Quantity of PRI Service and other contract provisions set forth in this Agreement. If the parties reach agreement on such modifications, they will be memorialized in a writing which is signed by the parties. The modifications, if any, will not become effective until all necessary filings are made and governmental approvals are obtained. Customer may exercise its rights under this Business Downturn clause once after completion of each twelve (12) months of the Service Period including any optional extension of the Service Period.

**12. 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.

**13. 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 if applicable.

(b) In the event of any claim or dispute, the laws of the jurisdiction in which Verizon provides to Customer the particular PRI 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 PRI Service failures caused by fires, floods, severe weather, acts of government, strikes, labor disputes, inability to obtain necessary equipment or services, or other causes beyond such party's reasonable control.

(d) Either party's failure to enforce any of the provisions of the Agreement or the ILEC Product Guide or to exercise any right or option is not a waiver of any such provision, right or option, and shall not affect the validity of the Agreement or the ILEC Product Guide. If any provision of this Agreement or the provision of any PRI 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 PRI Service in such state or jurisdiction.

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

(f) 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.

(g) Verizon, at its discretion, may increase the rates of these PRI Services if this Agreement is not signed and dated by Customer on or before January 29, 2010.

**14. Tariffs, ILEC Product Guide and Limitation of Liability.** The terms and conditions that shall apply in connection with the PRI Service, and the rights and liabilities of the parties, shall be as set forth herein and in all applicable tariffs or price lists ("tariffs") now or hereafter filed with the applicable state regulatory commission and/or the Federal Communications Commission or as applicable, as set forth herein and in Verizon's ILEC Product Guide, as applicable. This Agreement (including the Exhibits attached hereto) and all applicable tariffs or Verizon's ILEC Product Guide 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 PRI Service. This Agreement may not be modified or rescinded except by a writing signed by authorized representatives of each party.

Verizon company name: See Verizon Incumbent Local Exchange Carriers ("ILEC") identified below (collectively referred to herein as "Verizon")

States: See below

Customer name: [REDACTED]

Case No.: 2009-493042, 2009-495210

1. **PRI Service and Rates.** Customer agrees to purchase and Verizon agrees to furnish the intraLATA, intrastate PRI Services identified in this Exhibit A at the rates and locations identified below and in quantities, which when added to the quantities of PRI Service purchased under Exhibit B, are sufficient to satisfy the Minimum Quantity requirements identified in the Agreement for the Service Period identified in the Agreement. Any other work, services or facilities required will be provided subject to prevailing tariff rates (and/or price list where applicable) and charges or, if no tariff is applicable, other commission authorized rates, terms and conditions then in effect. 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 PRI Service.

**A. PRIMARY RATE INTERFACE - FLAT RATE VOICE**

**PRI Port Plus PRI DS1 Facility:**

Quantity	State	ILEC	PRI Service Item	Monthly Unit Rate (each)
REDACTED				
2	WA	Verizon Northwest Inc.	ISDN PRI Access System - Flat Rate Voice & Data w/ PRI DS1 Facility Term and Volume	\$537.60

**OPTIONAL FEATURES**

State	ILEC	PRI Service Item	Monthly Unit Rate (each)
All states identified in Exhibit A	As identified in Exhibit A	Calling Line Identification with Name	\$30.00
All states identified in Exhibit A ; Note (v) applies	As identified in Exhibit A	Each Group/Block of 20 DID Numbers	\$5.00

**NOTES:**

- (i) Non-recurring charges are included in the Monthly Unit Rate. Applicable current tariff nonrecurring charges and other charges such as, but not limited to, Channel Activation, Activity Charges and Change charges for

optional features and reconfigurations will apply during the Service Period to any change to initial Customer configuration.

- (ii) For Texas, Calling Line Identification with Name is included in the Monthly Unit Rate.
- (iii) FX transport and mileage is additional and provided at tariff rates.
- (iv) Customer shall pay all applicable taxes, fees, and charges, including the Federal End User Common Line Charges and FCC surcharges.
- (v) The DID Numbers in blocks of 20 is available in the following states: FL, IN, SC, IL (fGTE, fAlltel, fContel), PA (fGTE), VA (fGTE), TX, OR, ID, NC, and WI.
- (vi) In the table above "F" designates "former" and indicates a geographical area of a predecessor company.

**REDACTED**

REDACTED

## 2. Additional Provisions.

a. PRI Service Continuation. (i) If, at the time of expiration of the Service Period, a new agreement or tariffed service arrangement with Verizon for the PRI Services is not effective as defined above and Customer has not requested, in writing, disconnection of the PRI Services, then the PRI Services will be reverted to applicable tariff rates, informational rates on file with the Commission or other Commission-authorized rate(s) for the minimum service commitment period available. The applicable tariff or other Commission-authorized service 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 PRI Service will be subject to disconnection upon the expiration of the Service Period or any optional extension of the Service Period of this Agreement. If, upon expiration of the Service Period or any optional extension 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 PRI Services if no tariff or Commission-authorized service arrangement is available, the Service Period or any optional extension of the Service Period shall be deemed temporarily extended on a month-to-month basis until such reversion of rates or disconnection of PRI Services is completed. In no event, however, will such temporary extension continue more than twelve (12) months after the expiration of the Service Period or any optional extension of the 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 PRI Services provided for herein, the Service Period or any optional extension of the Service Period shall automatically be extended for a period not to exceed sixty (60) days from the end of the Service Period or any optional extension of the 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 thirty (30) days prior to the end of the then current Service Period. For purposes of this paragraph only, written notice may be by facsimile or electronic mail.

b. Detariffing. In the event any of the PRI Services are hereafter detariffed, then the terms of the tariffs in effect immediately prior to such detariffing shall be deemed to be automatically incorporated by reference without the need for further amendment and shall continue to apply to the provision of the PRI Service to the same extent as such tariffs applied hereunder prior to such detariffing.

c. Facilities. The PRI Service is available only from offices which have the necessary facilities to provide ISDN on the standard ISDN platform. Additional charges may be required if suitable facilities are not available to provide PRI Services at any locations, or if any additional work, services, or quantities of PRI Services are provided. In the event installation of additional network facilities is required to provide PRI 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, in whole or in part, by Verizon without application of the termination charges described above.

3. Locations. The PRI Services herein shall be provided to Customer locations within Verizon's tariffed in-franchise incumbent local exchange service areas under the terms hereof at the following locations. Subject to the availability of suitable facilities, other Customer locations may be added to this Exhibit A only upon written request or electronic means (an amendment is not required) by the Customer and provided that such locations are within Verizon's tariffed in-franchise incumbent local exchange service areas of the subject Verizon providers covered by this Exhibit A.

REDACTED





REDACTED

WENATCHEE	WA	98801
KENNEWICK	WA	99336

REDACTED



**REDACTED**

**REDACTED**

