



**SERVICE AGREEMENT**

(Intrastate ICB)

Customer Name: \_\_\_\_\_

\_\_\_\_\_ N.A. Verizon Business Network Services Inc., on behalf of \_\_\_\_\_

Verizon companies identified herein (individually and collectively "Verizon")

Main Billing Telephone No: \_\_\_\_\_

Case Number: See Below

This Verizon Service Agreement (this "Agreement") is made by and between Verizon, with offices at 22001 Loudoun County Parkway, Ashburn, Virginia 20147, and Customer, a Delaware corporation with offices at the address specified above. This Agreement is effective when fully executed by both Customer and Verizon (the "Effective Date") and is subject to receipt of any necessary regulatory and other governmental approvals.

This Agreement will be of no force and effect and the offer contained herein will be withdrawn unless this Agreement is executed by Customer and delivered to Verizon on or before June 30, 2010.

**Payment.** Customer shall pay all applicable undisputed charges (including applicable taxes, and surcharges) for intrastate local exchange services provided by the Verizon Incumbent Local Exchange Service Providers ("ILECs"), identified below, pursuant to Verizon's Individual Case Basis (ICB) Authority or pursuant to Verizon's applicable tariffs (the "Services") sixty (60) days from the invoice date. Undisputed payments received after the sixtieth day from the date of the invoice may be subject to a late payment charge of 1.5% per month or the maximum rate permitted by law, whichever is lower, on all overdue amounts until Customer's account is current. These payment terms shall apply to intrastate local exchange services in the following states:

State	Verizon ILEC	Case Number	Main BTN	Main Service Address
REDACTED				
WA	Verizon Northwest Inc.	2010-513647		

**Term.** The term of this Agreement shall be for sixty (60) consecutive months following the execution of this Agreement and receipt of all necessary regulatory and other governmental approvals that may be required prior to the terms of this Agreement becoming effective ("Term").

**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, 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.
- (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) If any provision of this Agreement or 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 in such State or jurisdiction.
- (d) Neither Party shall be liable for any failure to perform its obligations where such failure is as a result of acts of nature including, but not limited to, fire, flood, earthquake, storm, hurricane or other natural disaster, war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, or strike, provided that Verizon has complied with its business continuity plan and, despite such compliance, including implementation of the plan, cannot perform due to a force majeure event as described herein.
- (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 identified above; provided, however, if an assignment to an affiliate of Verizon, in Customer's reasonable opinion, creates an unacceptable operational, financial, or reputational risk for Customer, and if Verizon is unable to resolve Customer's concerns promptly, then Customer shall have the right to terminate this Agreement. 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 are paid in full when due prior to such transfer or assignment. 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.

**Tariffs and Limitation of Liability.** The terms and conditions that shall apply 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, whether claim is sought in contract, tort (including negligence), strict liability or otherwise. This Agreement 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.

**Customer Eligibility Criteria.**

- a. Customer has spent at least \$50M on a multi-state basis with Verizon for intrastate telecommunications services over the prior calendar year (2009)
- b. Customer has had installed 5,000 Centrex lines on a multi-state basis since 2000
- c. Customer has had installed at least 270 PRI lines for a period of 4 years prior to the execution of this Agreement
- d. The terms of this Agreement without restriction, are based upon Customer's
  - (1) spend in the immediately preceding twelve (12) months prior to the execution date of this Agreement in excess of forty million dollars (\$40,000,000.00) on Supplier intrastate local exchange services provided by a Verizon ILEC;
  - (2) investment grade level credit ratings on a total corporate basis, including all affiliates, for the twelve (12) month period immediately preceding execution of this Agreement, of at least "A" issued by: Standard

and Poor's and at least "A2" issued by Moody's;

(3) total corporate basis including all affiliates, Quick Ratio (current assets divided by current liabilities) of at least 0.5 for the twelve (12) month period immediately preceding execution of this Agreement, where the value of the total cash, cash equivalents and other short term investments of current assets used in the Quick Ratio calculation must be at least one hundred billion dollars (\$100,000,000,000.00) and

(4) Customer has short term credit ratings of at least "A1" (Standard and Poor's) and "P1" (Moody's);

e. The terms and conditions set forth in this Agreement shall not apply if Customer's annual cumulative revenues from Verizon's regulated local exchange services are in excess of \$80,000,000.00 (eighty million dollars).

AGREED AND ACCEPTED:

REDACTED

VERIZON BUSINESS NETWORK SERVICES INC.,  
on behalf of its applicable Affiliates identified herein

By 

Name/title Suleiman Hessami  
VP Pricing/Contract Management

Date 6/30/10

REDACTED