

SERVICE AGREEMENT
(Intrastate ICB)

Routing Code: 5V

Customer Name [REDACTED] ("Customer") and address: [REDACTED]	Main Billing Tel. No: [REDACTED] Agreement No. 2010-516390
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Services. Customer hereby requests and agrees to purchase from the Frontier company(ies) identified in the applicable Exhibit(s) ("Frontier") the services identified in Exhibit A attached to this Agreement, and in any Addendum expressly made a part hereof, and as further described in Frontier's applicable tariffs, (the "Services") for the service period stated in the Exhibit or Addendum applicable to such Service (the "Service Period"), subject to Frontier'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, which may apply and are charged in accordance with 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, except for cause, Customer will promptly pay to Frontier any termination charges as set forth in the applicable Exhibit(s) and Addendum(a). Customer has no obligation to pay and Frontier waives its right to invoice or collect any amounts not invoiced within 12 months of the time such amounts should have been invoiced or were incurred.

Notices. Any written notice either Party may give the other concerning the subject matter of this Agreement shall be in writing and given or made by means of certified or registered mail, express mail or other overnight delivery service, or hand delivery, proper postage or other charges paid and addressed or directed to the respective parties as follows:

To Customer: At Customer's address shown above
Attention: _____

To Frontier: Frontier Communications Northwest Inc.
Attention: General Manager
1800 41st Street
Everett, Washington, 98201

Copy to:
Frontier Communications Corporation
Attention: Associate General Counsel
3 High Ridge Park
Stamford, CT 06905

Such notice shall be deemed to have been given or made when actually received as specified above. Each Party hereto may change its address by a notice given to the other Party in the manner set forth above.

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 Frontier 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 for either party shall result from Service failures or other events, excluding Customer's payment obligations hereunder, 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) Frontier 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 notice to Customer. Upon reasonable prior written notice to Frontier, 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 now or hereafter filed with the applicable state regulatory commission and/or the Federal Communications Commission. In no event shall either party 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:

██████████ (Customer)
By ██████████
Name/title ██████████
Date 12-1-10

Frontier Communications Northwest Inc. (Frontier)
By Ronald J. Beckman
Name/title Ronald J. Beckman MANAGER - Economic Costing
Date 12/2/10

EXHIBIT A

Frontier company name: Frontier Communications Northwest Inc. (referred to in this Exhibit as "Frontier")
 In its capacity as an Incumbent Local Exchange Carrier

State: Washington
Customer name: [REDACTED]
ICB Case No.: 2010-516390

Frontier's Local Switched Ethernet Services (SES) Ethernet Multipoint Service (EMS) is the same as "Transparent LAN Services (TLS)" provided within Frontier's incumbent local exchange tariffed service area out of the in-franchise Advanced Data Services tariff (WN U-23, Section 8).

Customer must sign and date this Agreement and return it to Frontier on or before December 29, 2010, or the proposed Service arrangement and pricing will no longer be available. This Agreement shall not be considered fully executed until signed by both parties.

1. Services and Quantity Commitments. Customer agrees to purchase the following Services from Frontier 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 are outside the scope of this Agreement and 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 Frontier 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 Frontier to provide such Service, including pull rope and conduit from the equipment room at the Customer location (s) to the property line. Provision of the Services herein is subject to Frontier obtaining required permits for cable placement and specially constructed facilities, completion of specially constructed facilities and Frontier's installation of switching equipment necessary to provide the Service. There is no special construction charge associated with the Services described herein.

Minimum Quantity / Initial Quantity	Service Item	Monthly Unit Rate	Non Recurring Charges
2	TLS ERS 1000 MB (GigE) Premier Access Line	\$1,800.00 / each	See Notes
4	Interoffice Mileage (IOF)	See Notes	See Notes
1	ERS EVC Basic - 1000 Mbps	\$1,890.00 / each	See Notes

Notes:

- (i) Specially Constructed Facilities, if any, are owned and controlled by Frontier and, upon completion of construction, become part of Frontier's service network. There is no special construction charge associated with the Services described herein.
- (ii) IOF Mileage applies where the Local Serving Office is different from the installed TLS serving office. IOF charges as set forth in Frontier's applicable tariff may apply in the event that adequate IOF facilities are not available at the time Service is to be installed. To the extent IOF mileage applies and is not otherwise addressed in the TLS Service monthly rates above, IOF mileage will be billed. IOF Mileage shown above is estimated airline miles (ALM); actual ALM will be billed.
- (iii) There are no charges for IOF below 20 airline miles.
- (iv) Service is intraLATA, intrastate.
- (v) Non-recurring charges do not apply to the initial Service Quantities above. After the twenty-fourth (24th) month of the Service Period, a \$1,300.00 non-recurring charge for additional quantities of Service and / or changes in the Service will apply. No additional quantities of Service may be added after the twenty-fourth month of the Service Period. Additional quantities of the Service at the locations listed in Section 4 may be ordered through the twenty-fourth (24th) month of the Service Period. Any such Additional quantities of Service will be co-terminous with the overall Service Period of the Agreement. Additional quantities of Service, purchased for the locations listed in Section 6, will be subject to the Monthly Rates shown above and non-recurring charges as detailed above. Any request for Service to additional locations will be addressed via formal amendment to this Agreement.
- (vi) Service is provided consistent with this Agreement and Frontier's applicable tariff; Customer may purchase other TLS service features outside this Agreement and pursuant to applicable tariff rates, terms & conditions.
- (vii) The above charges do not include Federally mandated end user common line charges, and any required local, state, or federal fees, taxes, surcharges, or other applicable tariff charges.
- (viii) The rates herein are contingent upon Customer's commitment to purchase the initial quantity of Service set forth above (the "Minimum Quantity Commitment") and Customer shall have the obligation to pay for such quantity of service during the term of this Agreement.

- (ix) Customer must maintain the Minimum Quantity Commitment for the Service Period. Failure to maintain the Minimum Quantity Commitment will result in the termination of this Agreement, in which case the Service will be provided solely pursuant to applicable tariff rates, terms and conditions, if available. If Service is not available in the tariff, Service will terminate. The Minimum Service Commitment and Quantity is as set out above – 2 locations (Service Locations are listed in Section 6) with the TLS Service type shown above.

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 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 Frontier's provisioning has been completed and the Service is available for Customer's use. Provided all information needed by Frontier to complete Service implementation is provided to Frontier upon execution of the Agreement, Frontier anticipates the Service will be in-service and available for Customer's use 45 – 60 days from the effective date of the Agreement.

At the end of the Service Period, Customer, with sixty (60) days advance written notice to Frontier, may elect to extend the Service Period for one (1) additional year at the rates set forth above and under the terms and conditions set forth herein.

4. Termination Charges.

- 4.1 If the Customer cancels TLS subsequent to execution of this Agreement by both parties, but prior to the In-Service Date of such Service, Customer shall pay Frontier its actual incurred costs of provisioning the TLS and any associated New Construction up to the point of such cancellation. Cancellation must be in writing to Frontier and Frontier will provide Customer with non-confidential documentation on actual costs incurred.
- 4.2 Following the In-Service Date, termination charges shall apply to each circuit terminated except as indicated below. If the Customer terminates any or all of the circuits covered by this Exhibit before the end of the Service Period, the Customer must pay a termination charge for each affected circuit equal to 25% of the MRCs for each affected circuit for the remainder of the Service Period. Any such termination charge shall be due and payable in one lump sum within thirty (30) days of billing. Customer is also responsible for all charges incurred up to the date of any TLS terminated. EVCs are not subject to termination charges.
- 4.3 Unless otherwise agreed to by Frontier, Customer may not move, change or replace the TLS without incurring Termination Charges in accordance with Section 4.2. However, Termination Charges will not apply under the following conditions:
 - 4.3.1 Customer moves its existing Service either to a new location within the same address and/or same building (inside move) or to a new location (outside move) and maintains that service for the remainder of the Service Period; or
 - 4.3.2 The Customer converts to a new Service Period for the same TLS before the current Service Period expires, and the dollar value of the TLS under the new Service Period is equal to or greater than the remaining dollar value of the current TLS under the existing Service Period; or
 - 4.3.3 Customer upgrades TLS to a higher speed or capacity of such service ("Upgraded Service"), provided the following conditions are met: (a) The total monetary value of the Upgraded Service for the applicable Service Period is equal to or greater than the remaining monetary value of the existing TLS under the existing Service Period; (b) both the existing and Upgraded Service is provided solely by Frontier; and (c) the order to discontinue the existing TLS and the order for the Upgraded Service are delivered to Frontier within sixty (60) days of each event.
- 4.4 **Default.**
 - 4.4.1 **Breach by Customer.** If Customer defaults in the payment of any amounts due hereunder, or violates any other provision of this Agreement, and if such default or violation is not cured within thirty (30) days after notice thereof from Frontier, Frontier may terminate this Agreement forthwith without any liability on the part of Frontier, and Customer shall be liable for any unpaid charges for the service incurred up to the time of the termination, plus any applicable basic termination liability charges as set forth above.
 - 4.4.2 **Breach by Frontier:** If Frontier defaults in the provision of Service or violates any other provision of this Agreement so as to constitute a default and if Frontier has not remedied any such breach within thirty (30) days after Frontier's receipt of notice from Customer of such breach, Customer may terminate the circuit or Service which is the subject of such breach. Except for charges incurred prior to the termination and except for charges incurred with continued use despite termination, Customer shall have no further obligation to Frontier for payment of charges for the terminated circuit or Service after such termination. Except as otherwise expressly provided herein or in an applicable Schedule, this subsection states Customer's exclusive remedy for a breach by Frontier.

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. 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 for no longer than 120 days while the parties negotiate replacement provisions. In the event the parties do not agree on replacement provisions for the Service, this Agreement shall terminate at the end of such 120 day period, without application of Termination Charges as set forth in Section 4 above.

c. 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, Frontier will inform Customer of such applicable charges, and Frontier will install such facilities and provide Service only upon mutual written agreement of the parties to such additional charges. If Service is not installed or delayed due to the need for additional facilities, Customer and Frontier agree to work cooperatively and promptly to amend the Agreement and overall Service arrangement to address, by amendment, applicable changes to the Service, rates and charges or other provisions.

d. Customer Purchase Orders. The terms and conditions contained on a Customer purchase order document (whether signed by one or both parties) shall not serve to modify the terms and conditions of this Agreement.

e. Service Continuation. (i) If, at the time of expiration of the Service Period, a new agreement or tariffed service arrangement with Frontier 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.

6. Locations. The Services shall be provided to Customer under the terms hereof at the following locations which are within Frontier's incumbent local exchange tariffed service area. Service will be provided from the applicable Frontier serving wire center to the Customer's specified location below.

<u>Service Item</u>	<u>Street Address</u>	<u>City</u>	<u>Zip Code</u>	<u>Switch</u>
1000MB (GigE) Premier Access Line	[REDACTED]	Redmond	98052	RDMDWAXA10/ V
1000MB (GigE) Premier Access Line	[REDACTED]	Kirkland	98033	RDMDWAXA10/ V