

SERVICE AGREEMENT

(Intrastate ICB)

Routing Code: 5V

Customer Name [REDACTED] ("Customer") and address: [REDACTED] Wenatchee, WA 98801	Main Billing Tel. No: [REDACTED] ICB Case No. 2011-519883
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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, 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 Frontier 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.

NOTICE - 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: Contract Specialist

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

Copy to:
Citizens Telecom Services Company L.L.C.
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) Neither party shall have any claim or right against the other for any failure of or delay in performance by the other party if the failure or delay is caused by or the result of causes beyond the reasonable control of the other party, including acts of God, fire, flood, hurricane or other natural catastrophe, terrorist actions, laws, orders, regulations, directions or actions of governmental authorities having jurisdiction over the subject matter hereof, or any civil or military authority, national emergency, insurrection, riot or war; or, other similar occurrence beyond the control and without the fault or negligence of the affected party. In the event Frontier is unable to perform its obligations under this Agreement as a result of such force majeure event, Frontier shall extend Customer's support term, at no cost, for a period of time equal to the nonperformance.

(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 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

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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.
- (g) The parties will encourage the prompt and equitable settlement of all controversies or claims between the parties. Each party agrees that any dispute between the parties related to the Agreement will first be submitted in writing to a panel of one senior executive of each, who shall promptly meet and confer in an effort to resolve such dispute through good faith consultations and negotiation. Each party's executive shall be identified by notice to the other party and may be changed at any time thereafter also by notice to the other. In the event the executives are unable to resolve any dispute within twenty (20) days after submission to them, the parties will submit the dispute to mediation. The mediation will be held in a neutral location or as otherwise the parties may mutually agree. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator are confidential and privileged. Any party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of that process. In the event that mediation fails to resolve the equitable settlement of the controversies or claims between the parties, each of the parties is free to pursue remedies then available under law or in equity. The prevailing party shall be entitled to recover reasonable attorneys' fees and court costs finally awarded by a court of competent jurisdiction in connection with any action, controversy, or litigation arising under or related to this Agreement.
- (h) Customer may terminate this Agreement in the event that proceedings in bankruptcy or insolvency are instituted by or against Frontier, a receiver or assignee is appointed for the benefit of Frontier's creditors, or a substantial portion of Frontier's assets are the object of attachment, sequestration or other type of comparable proceeding, and in the case of any of the foregoing, such proceeding is not vacated or terminated within sixty (60) days after its commencement or institution, provided Customer pays for all Services provided by Frontier up to the date of termination.
- (i) Frontier will comply with the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder and all amendments to such Act or regulations ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Title XIII Div. A and Title IV of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) and regulations promulgated thereunder and all amendments to such Act or regulations ("HITECH Act"), and related applicable federal, state, and local privacy laws, regulations, rules and requirements regarding the protection and security of non-public personal, medical and financial information that govern or apply to the Services Frontier performs under this Agreement.
- (j) This Agreement may be terminated by either party in the event the other party materially breaches a provision of this Agreement and the breaching party fails to cure such breach within thirty (30) days of the receipt of written notice of such breach from the non-breaching party. In the event of any termination for breach, Customer is responsible for payment of fees for all Services provided by Frontier up to the date of termination.

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 Frontier 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 1/24/2012

Frontier Communications Northwest Inc. (Frontier)
 By Christine Burke
 Name/title Christine Burke / Noble Mgr
 Date 1/25/12

Exhibit A

Frontier company name: Frontier Communications Northwest Inc. (referred to in this Exhibit as "Frontier")
State: Washington
Customer name: [REDACTED]
ICB Case No.: 2011-519883

Customer must sign and date this Agreement on or before June 20, 2012 or the proposed Service arrangement and pricing will no longer be available.

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 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 uninterrupted power supply, building entrance facilities and conduit, for placement of the facilities and equipment to be used by Frontier to provide such Service.

<u>Quantity</u>	<u>Service Item</u>	Monthly Recurring Charge (MRC), Per Unit <u>MRC</u>	Non-recurring <u>Charge / Unit</u>
5	PRI Access System – Flat Rate Voice/Data and Optional Measured Data, Calling Line Identification with Name, 100 DID Block	\$600.00, each	n/a

Notes:

- a) These charges do not include federally mandated end user common line charges, any applicable local, state, or federal fees, taxes, surcharges or other applicable tariff charges.
- b) Customer may add additional quantities of Service to this Agreement (up to a total maximum quantity of fifteen (15)) through the eighteenth (18th) consecutive month of the Service Period to locations in the State of Washington where Service is commercially available and facilities exist to implement Service. The Service period for any Service added to this Agreement shall be coterminous with the remaining term period of the Agreement.
- c) The DID interface is included with each Port provided above.
- d) Optional PRI Features are available pursuant to standard tariff rates, terms and conditions.
- e) There are no non recurring charges for Customer's initial Service configuration and installation. Applicable tariff non recurring charges will apply to changes from Customer's initial Service configuration and PRI Feature installs.

Minimum Commitment and Shortfall. Customer must maintain a minimum quantity of four (4) PRI in-service at all times during the term of this Agreement (the Minimum Quantity). Frontier will review Customer's account on a periodic basis, and if Customer's quantity of PRI in-service under this Agreement is less than the Minimum Commitment set forth above, Customer shall pay to Frontier an amount equal to \$600.00 per PRI, per month for the difference between Customer's actual quantity of PRI in-service and the Minimum Commitment.

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 twenty-four (24) 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.

At the end of the Service Period, Customer, at its option, may choose to extend the Service Period for twelve (12) additional months (the "Extended Service Period"). In the event Customer chooses to exercise its option to extend the Service Period, Customer shall provide Frontier with sixty (60) days advance written notice prior to the end of the Service Period. All rates, terms and conditions of this Agreement, including the Minimum Quantity Commitment and Shortfall above, will remain in effect for the Extended Service Period.

4. **Termination Charges.** If Customer cancels this Agreement in whole or in part or terminates any Services prior to the expiration of the Service Period, Customer shall pay to Frontier a termination charge equal to one hundred percent (100%) of the applicable monthly rate for the terminated Service multiplied by the number of months remaining in the unexpired portion of the Service Period. Any such termination liability 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 Frontier all costs incurred by Frontier for contract and service preparation. Termination charges will not apply if an exception contained in Frontier's applicable tariff applies.

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. 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 under the then current tariff. 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 Frontier 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, Frontier will inform Customer of such applicable charges, and Frontier 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 Frontier without application of the termination charges described above.

e. SIP Migration. At any time after May of 2012, Customer may elect to terminate this Agreement and migrate from Frontier's PRI Service provided under this Agreement to Frontier's commercially available SIP product offering of equal or greater value, with the number of SIP lines equivalent to the minimum quantity of PRI required by this Agreement, and for a minimum term period of the greater of twelve (12) consecutive months or the remaining term period of this Agreement, without application of termination or shortfall charges. If Frontier does not have a SIP offering commercially available on or before May 31, 2012, Customer may terminate this Agreement without application of termination charges as set forth in Section 4 above.

6. **Locations.** The Services shall be provided to Customer under the terms hereof at the following locations, which are in Frontier's tariffed exchange service areas in Washington. Other Customer locations may be added to this Agreement only upon mutual assent of the parties.

 Wenatchee, WA 98801