



WHOLESALE ACCOUNT MASTER SERVICE AGREEMENT

This WHOLESALE ACCOUNT MASTER SERVICE AGREEMENT (this “Agreement”) is made effective as of the INSERT DAY day of INSERT MONTH, 20__ (the “Effective Date”), by and between Integra Telecom Holdings, Inc., by and through its subsidiaries including Electric Lightwave, LLC (hereinafter collectively “Electric Lightwave”), with primary offices at 18110 SE 34th St., Vancouver, WA 98683 (“Electric Lightwave”) and INSERT CUSTOMER'S FULL LEGAL NAME, a INSERT STATE AND TYPE OF ORGANIZATION, with primary offices at INSERT CUSTOMER'S PRIMARY ADDRESS (“Customer”). Each of Electric Lightwave and Customer may be referred to as a “Party” and collectively, as Parties”. The Parties hereto agree as follows:

1. DEFINITIONS

In addition to terms defined elsewhere in this Agreement, where capitalized, the following words and phrases in this Agreement shall be defined as follows:

- 1.1 Acceptance Date: The beginning date of the Service Term and the date billing commences for the Service. The Acceptance Date is the earlier of: (i) when testing following installation of a Service has been successfully completed and Customer agrees that the Service is working properly; (ii) when Customer accesses and utilizes the Service; or (iii) five (5) days past the FOC Date if testing is complete but Customer has failed to accept, or in the case of expedited service, the FOC Date if testing is complete, whether or not Customer has accepted.
- 1.2 Default: Circumstances which may lead to termination of this Agreement as described in Section 5 include, but shall not be limited to: (a) any material breach of any provision of this Agreement, a Service Addendum or Service Order, (b) an assignment for the benefit of creditors; (c) a voluntary filing of bankruptcy; or (d) any proceedings filed against the Party under any law relating to creditor’s rights in general provided such proceeding is not dismissed within 90 days of its filing.
- 1.3 Emergency Maintenance: Maintenance which, if not performed promptly by Electric Lightwave, could result in a serious degradation or loss of Service to Electric Lightwave customers.
- 1.4 End User: A user to whom Customer will provide telecommunications services utilizing, at least in part, the telecommunications Services provided by Electric Lightwave to Customer under this Agreement.
- 1.5 Firm Order Confirmation (“FOC”): An order confirmation document in which Electric Lightwave identifies the installation date for a particular Service.
- 1.6 Firm Order Confirmation Date (“FOC Date”): The date which Electric Lightwave has identified as the installation date in the Firm Order Confirmation document.
- 1.7 Force Majeure: Defined in Section 18.
- 1.8 Interconnection Facilities: All local access facilities between Customer's Point of Presence, the local exchange carrier’s central office, the long-distance carrier’s point of presence and the End User sites.



- 1.9 Monthly Recurring Charges or MRC: A charge for Services which is invoiced and paid on a monthly basis.
- 1.10 Non-recurring Charges or NRC: A one-time charge for installation of Services.
- 1.11 Off-Net Services: Communication services provided by a third Party. If Electric Lightwave provides Off-Net Services, the terms, conditions and pricing of such service are on an individual case basis.
- 1.12 On-Net Services: Services that connect two locations served by Electric Lightwave's network, and are provided entirely by Electric Lightwave.
- 1.13 Planned Service Interruption: Any Service Outage caused by scheduled maintenance, planned enhancements or upgrades to the Electric Lightwave Network.
- 1.14 Point of Presence ("POP") A specific location where Customer terminates and/or originates Service.
- 1.15 Point of Termination: The demarcation point and the point at which Electric Lightwave's responsibility to provide Service ends and where the Customer or End-User responsibilities begin.
- 1.16 Premises: The address to which Service is provided, identified as a Point of Termination on the Service Order.
- 1.17 Requested Service Date. The date Customer has requested for Service activation.
- 1.18 Service: "Service" will mean the service ordered by Customer and provided by Electric Lightwave pursuant to a Service Order provided by Customer, subject to the terms and conditions of this Agreement and the applicable Service Addendum.
- 1.19 Service Addendum: A document which, upon execution by both Parties, will be incorporated into the terms of this Agreement. Each Service Addendum will describe specific terms and conditions of a particular Service, and will be executed prior to Customer's issuance of a Service Order for the particular type of Services outlined therein.
- 1.20 Service Level Objectives: The Service Addendum may set forth performance objectives for a particular Service based upon various measurable factors.
- 1.21 Service Order: A document provided by the Customer to Electric Lightwave, in the form of either a service order, sales order, an access service request ("ASR") or a telecommunications service request ("TSR"), which identifies the type of Service desired and provides all information necessary for Electric Lightwave to provide the Service to Customer, including but not limited to the following: quantity and type of Service; location served; Point of Termination; protocols; Service Term; Requested Service Date.
- 1.22 Service Outage: A disruption or degradation in Service, excluding degradation or disruption due to a Planned Service Interruption or Force Majeure.
- 1.23 Service Term: The period of time Customer has requested that the Service be provided, as



identified on each Service Order. If the Service Term is not stipulated in the Service Order, a 12-month term will apply. Following each Service Term, the Services will continue on a month-to-month term unless terminated by either Party by providing thirty (30) days' prior written notice to the other Party.

1.24 Trouble Ticket. Defined in Section 10.2.

2. SERVICE DESCRIPTION

- 2.1 Electric Lightwave will provide communication Services to Customer pursuant to a Service Order issued by Customer, and in accordance with the terms and conditions of this Agreement and a Service Addendum. Customer and Electric Lightwave will execute an appropriate Service Addendum to this Agreement for each type of Service prior to submitting a related Service Order. Electric Lightwave reserves the right, in its sole reasonable discretion, to reject any Service Order.
- 2.2 Electric Lightwave will provide Services to Customer using Electric Lightwave owned and managed facilities in conjunction with facilities of Electric Lightwave's network partners. Electric Lightwave reserves the right to substitute, change or rearrange any equipment used in delivering Services that does not affect the quality, cost or type of Services. Upon mutual agreement of the Parties, Services may be changed from time to time during the term of this Agreement to reflect additional capabilities and features available from Electric Lightwave. Whenever such mutually agreed upon changes occur, this Agreement and/or the applicable Service Order shall be amended accordingly.
- 2.3 Unless otherwise provided herein, Customer is responsible to provide equipment compatible with the Service and Electric Lightwave's network and facilities. Customer will bear the cost of any additional equipment or protective apparatus (e.g. surge protectors) reasonably required to be installed because of the use of Electric Lightwave's network or facilities by Customer, End Users or assignees. Any wiring required to extend a communications termination and/or demarcation at the Customer or End User premises is not the responsibility of Electric Lightwave, and Electric Lightwave is not responsible for the costs thereof.
- 2.4 Customer's use of the Services provided herein and any equipment associated therewith will not: (a) interfere with or impair service over Electric Lightwave's network or facilities; (b) impair privacy of any communications over such network or facilities; (c) cause damage of any nature to Electric Lightwave's assets; or (d) be used to frighten, abuse, torment or harass another. At the time Customer becomes or is made aware of the interference, Customer shall immediately take all necessary action to discontinue any event of interference. Notwithstanding any other provision herein, in the event Customer is in breach of this Section, Electric Lightwave may suspend the affected Service until the equipment or wrongful conduct is modified to prevent said interference. In most circumstances Electric Lightwave will provide 24 hours' notice of such interference to Customer and suspend the Service if Customer fails to cure the interference within such 24 hour period. However, if the interference is a threat to the integrity of Electric Lightwave's network, in Electric Lightwave's sole discretion, Electric Lightwave may suspend the affected Service immediately. Customer's failure to diligently pursue and cure such interference within a reasonable time of such suspension will be deemed a material breach of this Agreement.



Electric Lightwave will manage its network in Electric Lightwave's sole discretion. Customer will provide all reasonable information and authorizations required by Electric Lightwave for the purpose of installing Services, performing routine network grooming, maintenance, upgrades, and addressing emergencies. Required information and authorizations include but are not limited to Design Layout Report ("DLR") of any non-Electric Lightwave end loops connected to the Services and Letters of Agency allowing Electric Lightwave to act on the Customer's behalf related to the Services and auxiliary third Party services. Customer will cooperate in good faith and follow through with any coordination efforts required in a timely manner.

- 2.5 Electric Lightwave does not guarantee that Customer will be assigned any particular telephone number(s) prior to installation and Acceptance of Service. Customer's reliance upon and/or use of any Service numbering information prior to installation and Acceptance of Service is at the Customer's sole risk. Electric Lightwave shall not be liable for any inaccurate or dropped listings of any publisher/directory database. Electric Lightwave shall not be liable for any errors or omissions, whether arising through negligence or otherwise, in the information furnished to a publisher or to a directory database(s). Additional costs may be assessed for publisher/directory database listing charges. Customer acknowledges that Customer has no interest in, or proprietary rights to, any phone numbers ported to or provided by Electric Lightwave.

3. TERM

- 3.1 This Agreement shall commence on the Effective Date of this Agreement and shall remain in effect through the Service Term of each Service Order issued hereunder ("Term").
- 3.2 Each Service Order is effective upon execution, and the Service Term of each Service Order begins on the Acceptance Date of the applicable Service. Following expiration of the Service Term, the Service Order shall continue in effect on a month to month basis until terminated by either Party with at least thirty (30) days advance written notice to the other Party.

4. CHANGES, CANCELLATION OR EARLY TERMINATION BY CUSTOMER

- 4.1 Customer may change or cancel a Service Order without incurring termination liability by submitting a completed change order form to Electric Lightwave prior to Electric Lightwave's issuance of FOC; provided that Customer will reimburse Electric Lightwave for any applicable charges from the Off-Net provider and any special build costs.
- 4.2 Following Electric Lightwave's issuance of FOC and prior to the Acceptance Date, if Customer submits a change order for a change in the type of Service ordered or the location of any part of the Service, or a delay in Customer's requested installation date greater than thirty (30) days ("Substantive Change") or cancels a Service Order, Customer will pay Electric Lightwave's standard installation fees for such Service, one month of the applicable MRC, and any special build costs and Off-Net provider charges associated with the changed Service; provided, however, if during the same time period, Customer submits a change order which is not a Substantive Change, Customer only will be required to reimburse Electric Lightwave for any special build costs and Off-Net provider charges associated with such change. Requests for expedited installation will be



considered on an individual case basis; however, in the event of an expedited installation, Customer will not be permitted to delay the installation date.

- 4.3 Following the Acceptance Date, if Customer terminates a Service prior to the end of the Service Term, Customer shall be in Default and Section 5.3 of this Agreement shall be invoked. Section 5.3 shall not apply if Customer concurrently submits a new Service Order for Services of the same or greater value over the same or greater term. Notwithstanding application of Section 5.3, Customer must pay any unpaid amounts for the terminated Service through the date of termination, any special build costs, as well as any Off-Net provider charges associated with disconnecting the terminated Service.
- 4.4 Notwithstanding any other provision of this Agreement, Customer shall have the right to terminate a Service without incurring Early Termination Fees (as defined in Section 5.3) if such Service is subject to Chronic Trouble (as defined below) and Customer terminates the affected Service by providing written notice of termination to Electric Lightwave within thirty (30) days of the event giving rise to the termination right under this paragraph. A Service is considered to have "Chronic Trouble" if it experiences; (i) three (3) or more Service Outages in excess of twenty-four (24) hours in any thirty (30) consecutive day period, or (ii) five (5) or more Service Outages in excess of twenty-four (24) hours in any six (6) month period. To qualify as a Service Outage under this paragraph, such Service Outage must be a Service Outage that would entitle Customer to credits under this Agreement. If Customer does not exercise its termination right within such thirty (30) day period, such right shall lapse with respect to that instance of Chronic Trouble.

5. DEFAULT AND TERMINATION

- 5.1 Either Party may terminate this Agreement upon Default by the other Party ("Defaulting Party") without incurring termination liability, provided that:
 - 5.1.1 prior written notice is given to the Defaulting Party which specifies the circumstances which may lead to Default and allows thirty (30) days to cure such circumstances, or a longer time period if mutually agreed ("Cure Period"), and
 - 5.1.2 the Defaulting Party fails to cure the circumstances within the Cure Period.
- 5.2 Notwithstanding the Cure Period referenced in Section 5.1, Customer's failure to comply with the terms of Section 6 of this Agreement shall be a Default and no prior notice or Cure Period shall apply except for those periods specifically stated in Section 6. Accordingly, in the event of a Default under Section 6 of this Agreement, Electric Lightwave may immediately suspend and/or terminate this Agreement or any individual Service Order.
- 5.3 If a Service is terminated either (i) by Customer for reasons other than Default by Electric Lightwave, Force Majeure, or Chronic Trouble, and without a replacement Service Order pursuant to Section 4.3, or (ii) by Electric Lightwave for Default by Customer, then Customer will pay Electric Lightwave all MRC, taxes and surcharges that was to be paid through the end of the Service Term ("Early Termination Fee").
- 5.4 It is agreed that Electric Lightwave's damages in the event of early termination will be difficult or impossible to ascertain. These provisions are intended, therefore, to establish



liquidated damages in the event of termination and are not intended as a penalty.

6. PAYMENT FOR SERVICES

- 6.1 Customer will pay all undisputed charges related to the Services, beginning on the Acceptance Date. Invoices are due upon receipt, and will be considered past due and subject to a late fee if not paid on or before the thirtieth (30th) day past the invoice date (“Due Date”). When the Acceptance Date falls on a day other than the first day of the month, or the Service Term ends on a day other than the last day of the month, the charges will be determined by prorating the monthly payment by the number of days during which Service was provided. Electric Lightwave will only bill Customer for Services rendered within one hundred eighty (180) days from the date of Service. Electric Lightwave may charge a late fee of 1.5% per month, or the legal rate if lower, on any amount not paid when due and not in dispute in accordance with the terms of this Section. Electric Lightwave reserves the right to adjust the rates and charges for any renewal term hereof by providing at least thirty (30) days written notice to Customer prior to the end of the current Service Term. All payments will be in United States currency.
- 6.2 If Customer does not make payment of undisputed charges by the Due Date, Electric Lightwave may suspend Service after written notice to Customer and the failure of Customer to pay all undisputed amounts within a period equal to the greater of ten (10) days or the minimum stipulated in any applicable statutory or regulatory requirements. Following such a suspension, Electric Lightwave may condition reinstatement of Service on one or more of the following events: (a) payment of all charges then due, including any late fees and interest charges; (b) satisfactory assurance (such as a deposit) of Customer’s ability to pay for Service; and (c) advance payment for the cost of reinstating Service. If Customer fails to timely cure the nonpayment, Customer will be deemed to have terminated the Service as of the effective date of the suspension and will be in Default of this Agreement pursuant to Section 5.2.
- 6.3 Without waiving any right of termination or any other rights hereunder, Electric Lightwave may require Customer to tender a deposit, of up to two (2) months of Customer’s aggregate MRC, to guarantee payment hereunder if (a) in Electric Lightwave’s sole discretion, the initial credit check warrants the request for a deposit, (b) Customer fails to make a payment when due, (c) Customer files for bankruptcy, or (d) any Service Order exceeds established credit limits initially approved by Electric Lightwave (“Deposit”). Upon request, Customer will provide Electric Lightwave with information regarding payment history for communications services, number of years in business, financial statement analysis and commercial credit bureau rating. Approval of any Service Order issued hereunder is subject to final approval by Electric Lightwave’s Credit Department.
- 6.4 In the event Customer disputes any billing by Electric Lightwave, Customer will (a) pay all charges not disputed, and (b) notify Electric Lightwave of the dispute in writing, providing the billing identification, circuit number, any Trouble Ticket number and an explanation of the issue in dispute. No charges may be disputed more than ninety (90) days after the date such charges are invoiced. Payment will not prejudice Customer’s right to dispute charges, so long as they are disputed in the manner and within the time specified in this Section. The Parties will cooperate in good faith to resolve any such disputes within a sixty (60) day period after the dispute is submitted to Electric



Lightwave. If the dispute is not resolved during this period, then either Party may seek dispute resolution in accordance with Section 24. If a disputed amount is determined to be a legitimate charge, Customer will pay such amount within ten (10) days of such determination.

7. TAXES, FEES, SURCHARGES AND OTHER CHARGES

- 7.1 Any and all applicable national, federal, state, county and local taxes, fees, surcharges and all other related charges that may be imposed or levied on the Customer or Electric Lightwave by any appropriate statute or regulation which provides the authority for the imposition of taxes, fees, surcharges and all other charges (collectively, "Taxes") with respect to the provision, sale or use of Services and/or equipment will be paid by the Customer in addition to all other fees and charges as set forth elsewhere in this Agreement. Notwithstanding the foregoing, Customer is not responsible for the payment of any type of tax levied on Electric Lightwave based upon (a) Electric Lightwave's net profit or payroll, or (b) franchise taxes measured by Electric Lightwave's capital, capital stock or net worth. In the event Customer disputes Taxes billed by Electric Lightwave, Customer will follow the process identified in Section 6.4.
- 7.1.1 Taxes include, but are not limited to, business and occupation, commercial, deaf, district, excise, franchise fee, gross receipts, high cost fund, license, lifeline assistance, low income, occupational, privilege, property, Public Utility Commission, right-of-ways, sales, telecommunications relay service, telephone assistance, universal service funding, use, utility user, value-added, 911, or other similar taxes, fees and surcharges as is or may be levied against Electric Lightwave and passed through to Customer.
- 7.2 When applicable, Customer shall furnish Electric Lightwave a valid and properly executed tax exemption/resale certificate(s) and/or an Electric Lightwave-approved statement of indemnification for any request of exemption from Taxes. Any exemption/resale certificate and/or Electric Lightwave-approved statement of indemnification shall be effective only for Services provided subsequent to the receipt of the exemption/resale certificate or statement of indemnification by Electric Lightwave. Electric Lightwave approval of Customer's tax exempt status will not be unreasonably withheld or delayed. Electric Lightwave shall not bill Customer for any Taxes covered by an Electric Lightwave-approved exemption/resale certificate or an Electric Lightwave-approved statement of indemnification.
- 7.3 If any exemption claimed is disallowed, Customer agrees to indemnify Electric Lightwave for any and all Taxes, interest and penalties, including all legal and collection fees or any other costs that may be assessed against Electric Lightwave or Customer by any authority or jurisdiction for which this exemption has been claimed by Customer.
- 7.4 When applicable, Customer is responsible for the billing, collection and remittance of all Taxes from its subscribers/customers/end users pertaining to its resale of Services purchased from Electric Lightwave.
- 7.5 Customer and Electric Lightwave agree to cooperate with each other and coordinate their mutual efforts concerning audits, or other such inquiries, filings, reports, etc., as may relate solely to the provision, sale or use of purchases, activities or transactions arising from or under this Agreement, which may be required or initiated from or by Customer,



Electric Lightwave or any duly authorized governmental authority relating to Taxes.

- 7.6 Notwithstanding anything herein to the contrary, any Party to this Agreement (and any employee, representative, or other agent of any Party to this Agreement) may disclose to any and all persons, without limitation of any kind, the U.S. tax treatment and U.S. tax structure of the transactions contemplated by this Agreement and all materials of any kind (including opinions or other tax analyses) that are provided to it relating to such U.S. tax treatment and U.S. tax structure. The preceding sentence is intended to prevent the matters contemplated by or otherwise pursuant to this Agreement and any related agreement from being treated as having been offered under conditions of confidentiality for purposes of Section 1.6011-4(b)(3) and 301.6111-2(a)(2)(ii) (or any successor provisions) of the Regulations issued under the Internal Revenue Code, as amended, and shall be construed in a manner consistent with such purpose.

8. INSTALLATION, MAINTENANCE AND REPAIR OF Electric Lightwave EQUIPMENT FOR ON-NET SERVICES

8.1 General Provisions.

8.1.1 The provisions of this Section will only apply to On-Net Services.

8.1.2 Electric Lightwave will provide, install, maintain, repair, operate and control the telecommunications equipment necessary for Service (“Electric Lightwave Equipment”). Except as otherwise provided herein, Electric Lightwave will pay the cost of purchasing and installing all Electric Lightwave Equipment necessary for Service to the Point of Termination. Electric Lightwave is responsible for the procurement and maintenance of all rights-of-way and private or public easements or licenses required for the installation of Electric Lightwave Equipment. Notwithstanding any provision of this Agreement to the contrary, if Customer provides its own telecommunications equipment, Electric Lightwave will have no obligation to install, maintain or repair such Customer equipment.

8.1.3 Maintenance and repair of the system will be performed so as to meet the manufacturer's specifications and any specifications identified in the Service Addendum.

8.1.4 Electric Lightwave will provide all maintenance spares, and will repair and return defective parts.

8.1.5 Electric Lightwave will endeavor to provide 72 hours’ notice, via telephone or email, prior to any scheduled maintenance, planned enhancements or upgrades, which may result in a Planned Service Interruption, and will coordinate and schedule such maintenance with Customer. Customer will cooperate with Electric Lightwave to coordinate such maintenance within such notice period. Such maintenance which will typically be performed between 12:00 midnight and 6:00 a.m. or a time mutually agreed to by Customer and Electric Lightwave. Customer will provide and update a list of Customer contacts for maintenance and escalation purposes.

8.1.6 Electric Lightwave reserves the right to suspend Service for Emergency Maintenance to Electric Lightwave's network without notice to Customer. Electric Lightwave will use reasonable commercial efforts to provide notice to the extent practicable under the circumstances.

8.1.7 Electric Lightwave personnel will notify Customer upon completion of maintenance activities and receive notification that all Service is fully operational.

8.1.8 The Parties agree that if any Party, in its sole discretion, determines that an emergency action is necessary to protect its own network the Party may block any transmission path over its network by the other Party where transmissions do not meet standard industry requirements. The Parties further agree that none of their respective obligations to one another under this Agreement will be affected by any such blockage except that the Party affected by such blockage will be relieved of all obligations to make payments for charges relating to such Service which is so blocked and that no Party will have any obligation to the other Party for any claim, judgment or liability resulting from such blockage.

8.2 Access to Equipment and Facilities.

8.2.1 Employees or agents of Electric Lightwave will have escorted access to any Electric Lightwave Equipment or facilities at a Customer or End User Premises

8.2.2 If Customer provides equipment and/or conduit space for Electric Lightwave Equipment, Customer will grant Electric Lightwave access to its premises for the installation, operation, removal, repair and maintenance of the facilities and equipment for the Services hereunder. To the extent access is outside the control of Customer, Customer will cooperate with Electric Lightwave in obtaining access to its premises or its End Users' premises to install, operate, and maintain, repair and remove such Electric Lightwave Equipment. Electric Lightwave employees or agents will comply with the State/Federal, End-Users and/or Customer access and security rules and regulations.

8.2.3 Electric Lightwave will provide notice to Customer prior to entering the Customer POP to install, maintain or repair any Electric Lightwave Equipment in connection with the Service provided. Electric Lightwave will only enter the Customer POP if escorted by Customer Operations personnel, unless Customer gives Electric Lightwave unescorted access.

8.2.4 Upon request, employees or agents of Customer will be given escorted access, for viewing only, to areas at Electric Lightwave locations containing facilities and/or equipment associated with Customer's bypass Service, subject to Electric Lightwave's access and security regulations. These will include, but not be limited to: Proper Identification; Customer Authorized Personnel List; Restricted Area Access Provisions; Accompaniment by Electric Lightwave personnel. Customer employees or agents, while on Electric Lightwave premises, will comply with Electric Lightwave's rules and regulations.

9. **EQUIPMENT OWNERSHIP**

9.1 Electric Lightwave Equipment will remain the sole and exclusive property of Electric Lightwave or Electric Lightwave's assignee, and nothing contained herein will give or convey to Customer any right, title or interest whatever in such Electric Lightwave Equipment, which will at all times be and remain personal property notwithstanding that it may be or become attached to or embedded in realty. Customer will not tamper with, remove or conceal such identifying plates, tags or labels. Customer hereby grants to



Electric Lightwave the right to recover Electric Lightwave provided equipment from Customer's premises upon termination of this Agreement.

- 9.2 Neither Party will adjust, align, or attempt to repair the other Party's telecommunications equipment except as expressly authorized in advance in writing by the other Party. Neither Party's telecommunications equipment will be removed or relocated by the other Party.
- 9.3 Customer will indemnify, hold harmless and defend Electric Lightwave against any liens placed on Electric Lightwave Equipment due to Customer's action or inaction. Any lien will be discharged by Customer within ten (10) days of notice of filing. Failure to discharge any lien is a material breach of this Agreement, and may result in immediate termination.

10. TROUBLE TICKET PROCEDURE FOR AN ON-NET SERVICE OUTAGE

- 10.1 Electric Lightwave will maintain a point-of-contact for Customer to report a Service Outage to Electric Lightwave twenty-four (24) hours a day, seven (7) days a week.
- 10.2 When Customer believes that a Service Outage has occurred, Customer must contact Electric Lightwave's Network Control And Management center ("NCAM") at **1-800-622-4354** to identify the Service degradation and initiate an investigation of the cause of the Service Outage ("Trouble Ticket"). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate Electric Lightwave departments will initiate diagnostic testing and isolation activities to determine the source and severity of the degradation in Service. If there is a Service Outage, Electric Lightwave and Customer will cooperate to restore Service. If the cause of a Service Outage is a failure of Electric Lightwave's Equipment or facilities, Electric Lightwave will be responsible for the repair. If the degradation is caused by a factor outside the control of Electric Lightwave, Electric Lightwave will cooperate with Customer to conduct testing and repair activities at Customer's cost and at Electric Lightwave's standard technician rates.
- 10.3 A Service Outage ends when the affected line and/or associated station equipment is fully operative. If the Customer reports a problem with a Service but declines to allow Electric Lightwave access for testing and repair, the Service will be considered to be impaired, but will not be deemed a Service Outage.
- 10.4 Electric Lightwave will be responsible for performing surveillance on its major systems. However, Customer at its expense may also perform surveillance of Electric Lightwave's system to the End User Premises to the terminating equipment network side of the DSX-1 cross connect frame.
- 10.5 Electric Lightwave will sectionalize faults occurring within the system localized to the Customer system elements as follows: Electric Lightwave Equipment on the End User Premises; and equipment between Electric Lightwave and Customer facilities.
- 10.6 If Electric Lightwave dispatches a field technician to a Customer or an End User location to perform diagnostic troubleshooting and either (i) the problem resides with the Customer's or End User's equipment or facilities or results in a "No Trouble Found", or (ii) the failure is due to Customer or End User acts or omissions or the acts or omissions



of any Party for which the Customer or End User is responsible, Customer will pay Electric Lightwave for time and materials at Electric Lightwave's standard technician rates.

- 10.7 Electric Lightwave will not contact the End User when a Service Outage is detected, or for any other Service related issues unless directed to do so by Customer. Electric Lightwave will notify the Customer who will then contact the End User to determine the next course of action. If an End User contacts Electric Lightwave for service, Electric Lightwave will promptly forward the caller to Customer or establish a conference call with Customer to allow Customer to proceed with its standard support activities.

11. CREDITS

- 11.1 In the event of a Service Outage, Customer may be entitled to a credit against the applicable Service invoice if (a) the Service is On-Net; (b) Customer initiated a Trouble Ticket; (c) the Service Outage was caused by a failure of Electric Lightwave's Equipment, facilities or personnel; (d) the Service Outage warrants a credit based on the Service Level Objectives set forth in the applicable Service Addendum; and (e) Customer requests the credit within ninety (90) days of the Service Outage. . In the event that a Service Outage for Off-Net Services is due to an outage by a third-Party carrier, Electric Lightwave shall pass through to Customer any credits that are given to Electric Lightwave by such third-Party carrier for Customer's outage. Electric Lightwave shall use reasonable commercial efforts to claim such credits from the third-Party carrier.
- 11.2 Credit allowances shall not be given for Service Outages caused by one or more of the following: (a) the acts or omissions of Customer, Customer's customer or representatives; (b) failure of power; (c) the failure or malfunction of non-Electric Lightwave equipment or systems; (d) circumstances or causes beyond the control of Electric Lightwave or its representatives; (e) a Planned Service Interruption; or (f) Emergency Maintenance. In addition, Customer will not be issued credits for a Service Outage during any period in which Electric Lightwave is not given access to the Service Premises.
- 11.3 The amount of credit available for a Service Outage is set forth in the applicable Service Addendum. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of one MRC per Service, per month. Credit allowances, if any, will be deducted from the charges payable by Customer hereunder and will be expressly indicated on a subsequent bill to Customer.

12. ELECTRIC LIGHTWAVE WARRANTIES

- 12.1 Electric Lightwave represents and warrants to Customer that it has the right to provide Customer the Service specified herein, and that it is an entity, duly organized, validly existing and in good standing under the laws of Delaware, with all requisite power to enter into and perform its obligations under this Agreement in accordance with its terms.
- 12.2 Electric Lightwave represents and warrants to Customer that all Service rendered by it hereunder will be designed, produced, installed, furnished and in all respects provided and maintained in conformance and compliance with applicable federal, state and local laws, administrative and regulatory requirements and any other authorities having jurisdiction over the subject matter of this Agreement and it will be responsible for applying for, obtaining and maintaining all registrations and certifications which may be



required by such authorities.

- 12.3 EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, ELECTRIC LIGHTWAVE MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES TO BE PROVIDED HEREUNDER OR ANY OTHER MATTER, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, WORKMANSHIP, FUTURE PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE OR USE OR NON-INFRINGEMENT OF ANY PATENTS, TRADEMARKS, TRADE SECRETS OR OTHER INTELLECTUAL PROPERTY RIGHTS.

13. CUSTOMER WARRANTIES

- 13.1 The Customer represents and warrants that it is an entity, duly organized, validly existing and in good standing under the laws of its origin, with all requisite power to enter into and perform its obligations under this Agreement in accordance with its terms.
- 13.2 Customer represents and warrants that neither its equipment nor facilities will pose a hazard to Electric Lightwave's Equipment or facilities or create a hazard to Electric Lightwave's personnel or customers or the public in general.
- 13.3 Customer represents and warrants that is has reviewed, understands and at all times will comply with the policies and procedures listed on the integra.com website at http://www.integratecom.com/about/Public_Information_and_Policy/documents/PDF_Policies&Procedures.pdf.
- 13.4 Customer represents and warrants that its use of the Service will comply and conform with all applicable federal, state and local laws, administrative and regulatory requirements and any other authorities having jurisdiction over the subject matter of this Agreement and it will be responsible for applying for, obtaining and maintaining all registrations and certifications which may be required by such authorities.
- 13.5 Customer represents and warrants that either (a) it has filed an FCC Form 499-A with the Federal Communications Commission (individually or on a consolidated basis) in accordance with the registration requirement of 47 C.F.R. 64.1195, or (b) it will not resell interstate telecommunications service(s) provided by Electric Lightwave under this Agreement, unless it first registers with the Federal Communications Commission in accordance with the registration requirement of 47 C.F.R. 64.1195. Customer will indemnify and hold Electric Lightwave harmless from any and all loss, liability, claim, demand, and expense (including reasonable attorneys' fees) related to Customer's violation of this Section.

14. COMPLIANCE WITH LAW

This Agreement is subject to all applicable federal, state and local laws, and regulations, rulings, orders, and other actions of governmental agencies ("Rules"), including, but not limited to: the Communications Act of 1934 as amended by the Telecommunications Act of 1996, the rules and regulations of the Federal Communications Commission ("FCC"), and the obtaining and continuance of any required approvals, authorizations, or tariffs filed with the FCC or any other governmental agency. Electric Lightwave will use its good faith reasonable efforts to obtain,



retain, and maintain such approvals and authorizations. If any such Rule adversely affects the Services or requires Electric Lightwave to provide Services other than in accordance with the terms of this Agreement, either Party may, without liability to the other Party, terminate the affected Services upon thirty (30) days' prior written notice to the other Party. In performing their obligations under this Agreement, the Parties will comply with all applicable federal, state and local laws, regulations, rules and orders. When Customer uses the Services to carry a mixture of intrastate and interstate communications, Customer represents that the interstate communications will constitute at least ten percent (10%) of the total communications carried over the Services. Upon Electric Lightwave's reasonable request, Customer will make its records available to Electric Lightwave for inspection and verification.

15. TARIFF APPLICATION

Customer acknowledges that the Services may be subject, in whole or in part, to one or more provisions of state or federal tariffs filed by Electric Lightwave. In the event of any conflict between any provision of this Agreement and any provision of such tariff, the provision of such tariff will control. The Services and this Agreement are subject to such modifications as may be required or authorized by any regulatory agency in the exercise of its lawful jurisdiction. This Agreement and any Service Order issued hereunder may not be effective until approved by the FCC or State Commission.

16. INDEMNIFICATION

CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS ELECTRIC LIGHTWAVE FROM ANY DIRECT PHYSICAL INJURIES TO PEOPLE BY CUSTOMER, ANY DIRECT DAMAGE TO PROPERTY BY CUSTOMER OR ANY THIRD-PARTY CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, JUDGMENTS, EXPENSES AND COSTS (INCLUDING ATTORNEYS' FEES) ARISING FROM CUSTOMER'S USE OF SERVICE(S), OR BY REASON OF ANY BREACH OR NONPERFORMANCE OF ANY COVENANT OR OBLIGATION OF CUSTOMER HEREIN, OR THE VIOLATION OF ANY LAW OR REGULATION BY CUSTOMER. CUSTOMER'S OBLIGATION TO ASSUME, PROTECT, DEFEND, INDEMNIFY AND SAVE ELECTRIC LIGHTWAVE HARMLESS SHALL EXTEND TO ELECTRIC LIGHTWAVE'S PARENT COMPANY, AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES AND SHALL CONTINUE FOR SO LONG AS ANY OF THE NAMED INDEMNITEES MAY BE SUBJECTED TO CLAIMS OR SUITS CALLING FOR SUCH OBLIGATIONS PROVIDED. CUSTOMER MAY NOT ENTER INTO A SETTLEMENT THAT IMPOSES ANY OBLIGATION ON ELECTRIC LIGHTWAVE OR REQUIRES ANY ADMISSION BY ELECTRIC LIGHTWAVE WITHOUT THE WRITTEN APPROVAL OF ELECTRIC LIGHTWAVE.

ELECTRIC LIGHTWAVE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CUSTOMER FROM ANY DIRECT PHYSICAL INJURIES TO PEOPLE BY ELECTRIC LIGHTWAVE, DIRECT DAMAGE TO PROPERTY BY ELECTRIC LIGHTWAVE OR ANY THIRD-PARTY CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, JUDGMENTS, EXPENSES AND COSTS (INCLUDING ATTORNEYS' FEES) ARISING FROM ELECTRIC LIGHTWAVE'S PROVISION OF SERVICE(S), OR BY REASON OF ANY BREACH OR NONPERFORMANCE OF ANY COVENANT OR OBLIGATION OF ELECTRIC LIGHTWAVE HEREIN, OR THE VIOLATION OF ANY LAW OR REGULATION BY ELECTRIC LIGHTWAVE. ELECTRIC LIGHTWAVE'S OBLIGATION TO ASSUME, PROTECT, DEFEND, INDEMNIFY AND SAVE CUSTOMER HARMLESS SHALL



EXTEND TO CUSTOMER'S PARENT COMPANY, AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES AND SHALL CONTINUE FOR SO LONG AS ANY OF THE NAMED INDEMNITEES MAY BE SUBJECTED TO CLAIMS OR SUITS CALLING FOR SUCH OBLIGATIONS PROVIDED. ELECTRIC LIGHTWAVE MAY NOT ENTER INTO A SETTLEMENT THAT IMPOSES ANY OBLIGATION ON CUSTOMER OR REQUIRES ANY ADMISSION BY CUSTOMER WITHOUT THE WRITTEN APPROVAL OF CUSTOMER.

17. LIMITATION OF LIABILITY

ELECTRIC LIGHTWAVE'S ENTIRE LIABILITY ARISING OUT OF OR RELATED TO ITS FAILURE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT IN NO EVENT WILL EXCEED AN AMOUNT EQUAL TO (A) THE LESSER OF ONE HUNDRED THOUSAND DOLLARS OR THE RECURRING CHARGES PAID BY CUSTOMER DURING THE MONTH IMMEDIATELY PRECEDING THE EVENT UPON WHICH LIABILITY AROSE (b) MINUS ANY DISCOUNTS OR CREDITS APPLIED FOR SERVICE INTERRUPTIONS IN THE SAME ONE MONTH PERIOD.

EXCEPT AS TO A PARTY'S PAYMENT, LIABILITY, FINANCIAL, OR EXPRESS OBLIGATIONS HEREIN, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST REVENUES, LOST SAVINGS, OR HARM TO BUSINESS WHETHER OR NOT THE NON-BREACHING PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN TORT OR CONTRACT. EACH PARTY HEREBY RELEASES THE OTHER PARTY, ITS SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AND AGENTS, FROM ANY SUCH CLAIM.

18. FORCE MAJEURE

In the event that either Party's performance is delayed, prevented, obstructed, or inhibited because of any act of God, fire, casualty, delay or disruption in transportation, flood, war, strike, lockout, epidemic, destruction or shut-down of facilities, shortage or curtailment, riot, insurrection, governmental acts or directives, any full or partial failure of any third party's communications or computer network or any cause beyond such Party's reasonable control, the Party's performance will be excused and the time for the performance will be extended for the period of delay or inability to perform resulting from such occurrence. The occurrence of such an event will not constitute grounds for a declaration of Default by either Party hereunder; provided, however, the Party that is the subject of the force majeure event shall use reasonable commercial efforts to mitigate or cure such force majeure event. In the event that a force majeure event continues with respect to a Service for more than thirty (30) days with respect to a Party, the other Party may give notice of intent to terminate such Service by giving ten (10) days' notice, and may terminate such Service if the force majeure event is not cured by the end of such ten-day period.

19. NOTICES

19.1 Notices will be in writing and delivered by certified US Mail, postage prepaid, or by commercial overnight delivery service, or by facsimile, and shall be deemed delivered on



the day of receipt as evidenced by return receipt acknowledgment (in the case of certified US Mail) or as evidenced by receipt (in the case of overnight delivery service), or the day after receipt as evidenced by transmission and delivery confirmation (in the case of facsimile). Notwithstanding the foregoing, in the event of facsimile notice, the confirming original must be sent by overnight delivery service for notice to be deemed effective.

- 19.2 If to Customer: CUSTOMER'S FULL LEGAL NAME
CUSTOMER'S STREET ADDRESS
STATE, CITY, ZIP
Attn: TITLE OF CONTACT PERSON FOR LEGAL NOTICE
Fax #: FAX FOR CONTACT PERSON
- 19.3 If to Electric Lightwave, LLC:
18110 SE 34th St., Building One
Vancouver, Washington 98683
Attn: Vice President of Carrier Sales
with a copy to the Legal Department at the same address.

19.4 Either Party may change its address by providing written notice to the other Party in accordance with this Section.

20. CONFIDENTIAL INFORMATION

- 20.1 The Parties agree that proprietary and/or confidential information ("Confidential Information") is defined as: (a) information in written, electronic or other tangible form that is clearly marked or labeled "Proprietary" or "Confidential" or words of similar import; or (b) information orally disclosed that the disclosing Party specifically identifies as confidential at the time of disclosure, or thereafter confirms through written documentation provided within thirty (30) days of disclosure to be proprietary and/or confidential.
- 20.2 In the course of performance hereunder, the Parties may have access to certain information, the ownership and confidential status of which is highly important to the other Party. Neither Party will disclose the other Party's Confidential Information, directly or indirectly under any circumstances or by any means, to any third person without the express written consent of the other Party, and neither Party will copy, transmit, reproduce, summarize, quote, or make commercial or other use whatsoever of the other Party's Confidential Information, except as may be necessary to perform its duties hereunder. Each Party will exercise the highest degree of care in safeguarding the other Party's Confidential Information against loss, theft, or other inadvertent disclosure and take all commercially reasonable steps necessary to maintain such confidentiality to the same extent it protects its own Confidential Information. For purposes of this Section, a Party's officers, directors, employees, agents, consultants and affiliates ("Related Persons") shall not be considered third persons so long as they are bound by confidentiality obligations similar to those in this Section and notified of such obligations at the time of disclosure. A Party shall be responsible for a breach of this Section by a Party's Related Persons.
- 20.3 Notwithstanding, information is not Confidential Information if it:

- 20.3.1 is or becomes publicly available through no fault or breach of this Agreement by either of the Parties;
 - 20.3.2 is intentionally released in writing to the general public by the Party disclosing the information;
 - 20.3.3 is lawfully obtained from third Parties without breaching any provision of any non-disclosure agreement;
 - 20.3.4 is previously known or developed by the receiving Party independently of the disclosing Party without use of Confidential Information; or
 - 20.3.5 must be disclosed pursuant to or as required by law, provided that sufficient notice is given to the disclosing Party of any such requirement or request to permit the disclosing Party to seek an appropriate protective order or exemption from such requirement or request, unless such notice is impracticable (in which case as soon thereafter as practicable) or prohibited by said order.
The above exceptions shall be narrowly construed and shall not be interpreted by the receiving Party as justification for disregarding the obligations of confidence set forth in this Agreement merely because individual portions of the Confidential Information may be found to be within one or more exception, or otherwise, or because the Confidential Information is implied by but not specifically disclosed in information falling within the exception.
- 20.4 Upon written request, each Party shall return or destroy all Confidential Information of the other. Notwithstanding the foregoing, a Party may retain copies of the Confidential Information (i) to the extent required to comply with applicable legal and regulatory requirements, or (ii) that are retained in any backup tapes or other archival media; provided, however, all retained Confidential Information shall remain subject to the terms, conditions and obligations of this Agreement, and any Confidential Information retained in any backup tapes or archival media shall be overwritten or destroyed in the regular course of business when such backup tapes or archival media are recycled for further use or destroyed.
- 20.5 The provisions of this Section will survive the termination of the Services and any Service Order(s) issued hereunder for a period of three (3) years.

21. WAIVER

The failure of either Party to insist upon the performance of any provision herein or to exercise any right or privilege granted to it hereunder, will not be construed as a waiver of such provision or any provisions herein, and the same will continue in full force. The various rights and remedies given to or reserved by either Party herein or allowed by law, are cumulative, and no delay or omission to exercise any of its rights will be construed as a waiver of any Default or acquiescence, nor will any waiver of any breach or any provision be considered a waiver of any continuing or subsequent breach of the same provision. No waiver shall be binding unless it is in writing and executed by the Party waiving such provision, right, breach or Default.

22. GOVERNING LAW



This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, excluding any choice of law provisions.

23. ASSIGNMENT

Customer may not assign its obligations hereunder without the prior written consent of Electric Lightwave, such consent will not be unreasonably withheld. Customer may, however, assign its rights hereunder to a company which purchases all or substantially all of its assets; provided that Customer provides to Electric Lightwave written agreement of the purchaser to be bound by all terms and conditions of this Agreement, including purchaser's agreement to cure all prior Defaults of the Customer under this Agreement. Any assignment or transfer of this Agreement by either Party shall be subject to the other Party's rights and obligations herein, and any assignee or transferee shall continue to perform such obligations to the other Party and shall, correspondingly, be entitled to the benefits of this Agreement pursuant to the terms and conditions hereof.

24. DISPUTE RESOLUTION

Except as otherwise specifically provided in or permitted by this Agreement, all disputes, differences of opinion or controversies arising in connection with this Agreement shall first be resolved through good faith negotiation to arrive at an agreeable resolution. If, after negotiating in good faith for a period of ninety (90) days, or any agreed further period, the Parties are unable to resolve the dispute, then the Parties may seek resolution by exercising any rights or remedies available to either Party at law or in equity.

25. LEGAL RELATIONSHIP

Nothing in this Agreement shall be deemed to create any relationship between Parties other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. This Agreement does not render either Party the employee, agent or legal representative of the other Party and does not create a partnership or joint venture between the Party. Neither Party shall have any authority to enter into any agreement on behalf of or bind the other Party in any manner whatsoever without the prior written consent of the other Party.

26. NO THIRD PARTY BENEFICIARIES

It is the explicit intention of the Parties hereto that no person or entity other than the Parties hereto is or shall be entitled to bring any action to enforce any provision of this Agreement against any of the Parties hereto, and that the covenants, undertakings, and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the Parties hereto or their respective successors and assigns as permitted hereunder.

27. EXCLUSIVITY

This Agreement is non-exclusive. Nothing in this Agreement shall prevent either Party from entering into similar arrangements with, or otherwise providing services to, any other person or entity.

28. SURVIVAL



The terms and provisions contained in this Agreement that by their sense and context are intended to survive the performance thereof by the Parties shall survive the completion of performance and termination of this Agreement, including, without limitation, the making of any and all payments hereunder.

29. SEVERABILITY OF PROVISIONS

In the event any provision in this Agreement is held invalid, illegal or unenforceable, the unaffected provisions shall remain in full force and effect. The Parties shall negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intentions of the Parties.

30. RULES OF CONSTRUCTION

30.1 Except as set forth to the contrary herein, any right or remedy of either Party will be cumulative and without prejudice to any other right or remedy, whether or not contained herein.

30.2 Except as set forth in this Agreement, nothing in this Agreement is intended to provide any legal rights to anyone not an executing Party of this Agreement. This Agreement does not provide and is not intended to provide third Parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

30.3 This Agreement, any Exhibit and any Service Addendum have been fully negotiated between the Parties and reviewed by their respective legal counsel. In the event of a dispute, no provision of this Agreement, any Exhibit or any Service Addendum shall be construed in favor of one Party and against the other by reason of draftsmanship of this Agreement, any Exhibit or any Service Addendum.

31. ENTIRE AGREEMENT

This Agreement, any Addendum/Addenda and/or Service Order(s) constitute the entire agreement between the two Parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral. This Agreement and any of the provisions hereof may not be amended, altered or added to in any manner except by a document in writing and signed by an authorized representative of each Party. In the event of a conflict between the provisions of this Agreement and those of any Service Addendum or Exhibit, unless specifically otherwise agreed, the provisions of such Service Addendum or Exhibit shall prevail over this Agreement. In the event of a conflict between any Service Order or this Agreement, the provisions of such Service Addendum shall control.



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

INTEGRA TELECOM HOLDINGS, INC.

CUSTOMER'S FULL LEGAL NAME

By: _____
Printed _____
Name: _____
Title: _____
Date: _____

By: _____
Printed _____
Name: _____
Title: _____
Date: _____