

**SPECIAL CONTRACT FOR SERVICE**

**VERIZON COMMUNICATIONS, INC.**

**WITH**

**Progressive Casualty Insurance**

VERIZON COMMUNICATIONS INC.

WITH

Progressive Casualty Insurance

SPECIAL CONTRACT  
SUPPORTING MATERIAL

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2. COST STUDY DETAILS
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## **SECTION 1**

### **CONTRACT OVERVIEW**

## **OVERVIEW OF CONTRACT**

### **Progressive Casualty Insurance**

The purpose of this filing package is to 1) provide supporting documentation for the Special Contract for ISDN PRI Services between Verizon New England and Progressive Casualty Insurance and 2) request full approval of this Agreement from the New Hampshire Public Utilities Commission.

The Contract provides ISDN PRI with Port and LDC and ISDN PRI with Port only. Both ISDN-PRI services allow the customer to have Caller ID without name and Caller ID with name. The customer is allowed to order additional circuits anytime during the 24 month contract term. The customer may also extend the contract at the end of the 24-month term for an additional 12 months as long as Verizon is given notice in writing 60 days before the initial contract expiration.

This customer does not participate in the VIP contracts.

## **SECTION 2**

### **COST STUDY DETAILS**

### **SECTION 3**

#### CONTRACT

**SERVICE AGREEMENT**  
(Intrastate ICB)

|               |   |                       |              |
|---------------|---|-----------------------|--------------|
| Customer Name | Progressive Casualty Insurance ("Customer")   | Main Billing Tel. No: | 440-395-1000 |
| and address:  | 6300 Wilson Mills, Mayfield Heights, OH 44143 | Agreement No.         | 2006-382402  |

**Services.** Customer hereby requests and agrees to purchase from the undersigned Verizon company ("Verizon") the services identified in Exhibit(s) A, attached to this Agreement, and in any Addendum expressly made a part hereof, and as further described in Verizon's applicable tariffs, (the "Services") for the service period stated in the Exhibit or Addendum applicable to such Service (the "Service Period"), subject to Verizon'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 Verizon 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.

**Notices.** Notices under this Agreement shall be sent by first-class U.S. mail, postage prepaid, to Customer at the address specified above, and to Verizon at Verizon National Contracts Repository, MC:HQW02L25, 700 Hidden Ridge, Irving, TX, 75038. Notices shall be deemed effective five business days after such mailing.

**Miscellaneous.** (a) Neither party will disclose the terms of this Agreement to any other person without the prior written consent of the other party, except as may be necessary to comply with applicable law, regulation, or filing requirements. 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 Verizon provides to Customer the particular Service that is the subject of such claim or dispute shall apply. This Agreement and its provisions shall not be construed or interpreted for or against any party hereto because that party drafted or caused that party's legal representative to draft any of its provisions.

(c) No liability shall result from Service failures 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) Verizon may assign or transfer part or all of this Agreement to any affiliate or successor to substantially all of its assets in the locations where Service is provided hereunder. Upon reasonable prior written notice to Verizon, Customer may assign or transfer this Agreement to any company that is the successor to substantially all of its assets, provided all charges 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 Verizon 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:**

Progressive Casualty Insurance (Customer)

By David M. Krew / VP  
Name/title  
Date 11/27/07

Verizon Business Financial Management Corp., on behalf of  
the Verizon Incumbent Local Exchange Carriers identified in  
the Exhibit hereto

By Suleiman Hessami  
Name/title  
Date 12/31/2007 VP Pricing/Contract Management



**EXHIBIT A**

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

States: See below

Customer name: Progressive Casualty Insurance

Case No.: 2006-382402

**1. Service and Rates.** Customer agrees to purchase and Verizon agrees to furnish the intraLATA, intrastate Services identified in this Exhibit at the rates and locations identified below and in quantities sufficient to satisfy the requirements set forth below for the Service Period identified in this Exhibit. Any other work, services or facilities required will be provided subject to prevailing tariff rates (and/or price list where applicable), and charges or, if no tariff is applicable, other commission authorized rates, terms and conditions then in effect. Customer shall provide to Verizon at each Customer location suitable and secure space, with suitable environmental conditions and uninterruptible power supply, building entrance facilities and conduit, for placement of the facilities and equipment to be used by Verizon to provide such Service.

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

**Port Plus PRI DS1 Facility:**

| Quantity | State | ILEC                                       | Service Item   | Monthly Unit Rate (each) |
|----------|-------|--|--|--------------------------|
| 3        | ME    | Verizon New England Inc.                   | ISDN Primary Port and Local Distribution Channel Volume w/Calling Line Identification w/Local Voice Usage Flat | \$571.20                 |
| 1        | WI    | Verizon North Inc.                         | PRI Access System & PRI Facility & Flat Voice & Measured Data with DS1 Facility                                | \$571.20                 |
| 1        | SC    | Verizon South Inc.                         | PRI Access System & PRI DS1 Facility & Flat Voice Channel Activation/ Measured Data                            | \$571.20                 |
| 7        | FL    | Verizon Florida Inc.                       | PRI Access System - Flat Voice/ Measured Data w DS1 Switched Facility  | \$571.20                 |
| 1        | IL    | Verizon South Inc                          | ISDN -PRI Access System - Flat Rate Voice & Flat Data with DS1 Facility - TVP Plan                             | \$571.20                 |
| 3        | IN    | Verizon North Inc.                         | ISDN PRI Access System - Flat Rate Voice & Data w/ PRI DS1 Facility Term and Volume                            | \$571.20                 |
| 3        | TX    | GTE Southwest Inc. d/b/a Verizon Southwest | PRI Access System - Flat Rate Voice & Flat Data w/ DS1 Switched Facility w/Calling Line Identification w/Name  | \$571.20                 |

**Port Only:**

| Quantity | State | ILEC                                       | Service Item  | Monthly Unit Rate (each) |
|----------|-------|--|---|--------------------------|
| 0        | ME    | Verizon New England                        | ISDN Primary Port Volume w/Calling Line Identification w/Local Voice Usage Flat   | \$471.20                 |
| 0        | WI    | Verizon North Inc.                         | PRI Access System - Flat Voice & Measured Data w/o DS1 Facility   | \$471.20                 |
| 0        | SC    | Verizon South Inc.                         | PRI Access System & Flat Voice Channel Activation/ Measured Data  | \$471.20                 |
| 5        | FL    | Verizon Florida Inc.                       | PRI Access System - Flat Voice/ Measured Data w/o DS1 Switched Facility   | \$471.20                 |
| 0        | IL    | Verizon South Inc                          | ISDN -PRI Access System - Flat Rate Voice & Flat Data w/o DS1 Facility - TVP Plan                                       | \$471.20                 |
| 0        | IN    | Verizon North Inc.                         | ISDN PRI Access System - Flat Rate Voice & Data w/ PRI DS1 Facility Term and Volume                                     | \$471.20                 |
| 0        | TX    | GTE Southwest Inc. d/b/a Verizon Southwest | PRI Access System - Flat Rate Voice & Flat Data w/o DS1 ISDN PRI Switched Facility w/Calling Line Identification w/Name | \$471.20                 |

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# OPTIONAL FEATURE

| Quantity | State     | ILEC | Service Item                          | Monthly Unit Rate (each) |
|----------|-----------|------|---------------------------------------|--------------------------|
| 0        | Any above |      | Calling Line Identification with Name | \$45.00                  |

## NOTES:

- (i) Nonrecurring charges are included in the Monthly Unit Rate. Applicable current tariff nonrecurring charges and other charges such as, but not limited to, Channel Activation, Activity Charges and Change charges for optional features and reconfigurations will apply during the Service Period to any change to initial Customer configuration.
- (ii) For Idaho, service can be used for local PRIs or Out Of Calling Scope PRI Access Systems.
- (iii) For Texas, Calling Line Identification with Name is included in the Monthly Unit Rate.
- (iv) FX transport and mileage is additional and provided at tariff rates.
- (v) Customer shall pay all applicable taxes, fees, and charges, including the Federal End User Common Line Charges and FCC surcharges.

## B. PRIMARY RATE INTERFACE – VOICE WITHOUT USAGE

For PRI Port Plus PRI DS1 Facility:

| Quantity | State    | ILEC                                       | Service Item   | Monthly Unit Rate (Each) |
|----------|----------|--|--|--------------------------|
| 3        | DE       | Verizon Delaware Inc.                      | IntelliLinQ PRI Arrangement Volume, w/Primary Rate Access Facility with PRI DID Trunk Package w/Calling Line Identification                                | \$378.00                 |
| 2        | RI       | Verizon New England Inc.                   | ISDN Primary Port and Local Distribution Channel VTPP Volume w/Calling Line Identification   | \$378.00                 |
| 3        | CA       | Verizon California Inc.                    | ISDN-PRI Access System - Measured Voice/Data with DS1 Switched Facility  | \$378.00                 |
| 0        | PA (fBA) | Verizon Pennsylvania Inc.                  | IntelliLinQ PRI Arrangement Volume, w/ Primary Rate Access Facility with PRI DID Trunk Package w/Calling Line Identification w/Calling Line Identification | \$378.00                 |
| 0        | WI       | Verizon North Inc.                         | PRI Access System & PRI Facility & Measured Voice/Data with DS1 Facility   | \$378.00                 |
| 0        | SC       | Verizon South Inc.                         | PRI Access System & PRI Facility & Data Channel Activation   | \$378.00                 |
| 0        | FL       | Verizon Florida Inc.                       | PRI Access System – Measured Rate Voice & Measured Data  | \$378.00                 |
| 0        | TX       | GTE Southwest Inc. d/b/a Verizon Southwest | PRI Access System with DS1 Switched Facility – DID only w/Calling Line Identification w/Name w/ DS1 ISDN PRI Switched Facility                             | \$378.00                 |
| 0        | WV       | Verizon West Virginia Inc.                 | IntelliLinQ PRI Arrangement Volume, w/ Primary Rate Access Facility with PRI DID Trunk Package w/Calling Line Identification w/Calling Line Identification | \$378.00                 |
| 0        | NY       | Verizon New York Inc.                      | ISDN Primary Port and Digital Transport Facility Term & Volume w/Calling Line Identification   | \$378.00                 |
| 3        | NH       | Verizon New England Inc.                   | ISDN Primary Port and Local Distribution Channel Volume w/ Calling Line Identification   | \$378.00                 |
| 0        | MA       | Verizon New England Inc.                   | ISDN Primary Port and Local Distribution Channel Volume w/Calling Line Identification  | \$378.00                 |
| 0        | MD       | Verizon Maryland Inc.                      | IntelliLinQ PRI Arrangement Volume, w/ Primary Rate Access Facility with PRI DID Trunk Package w/Calling Line Identification w/Calling Line Identification | \$378.00                 |
| 0        | NJ       | Verizon New Jersey Inc.                    | IntelliLinQ PRI Arrangement Volume, w/ Primary Rate Access Facility with PRI DID Trunk Package w/Calling Line Identification                               | \$378.00                 |

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|---|----|---|---|----------|
| 0 | TX | GTE Southwest Inc.<br>d/b/a Verizon Southwest | PRI Access System – DID only w/ DS1 Switched Facility<br>w/Calling Line Identification w/Name | \$378.00 |
|---|----|---|---|----------|

**Port Only:**

| Quantity | State    | ILEC  | Service Item  | Monthly Unit Rate (Each) |
|----------|----------|---|---|--------------------------|
| 0        | DE       | Verizon Delaware Inc.                         | IntelliLinQ PRI Arrangement Volume, w/ PRI DID Trunk Package w/Calling Line Identification            | \$278.00                 |
| 0        | CA       | Verizon California Inc.                       | ISDN-PRI Access System - Measured Voice/Data w/o DS1 Switched Facility w/ Calling Line Identification | \$278.00                 |
| 0        | RI       | Verizon New England Inc.                      | ISDN Primary Port VTTP Volume w/ Calling Line Identification  | \$278.00                 |
| 0        | PA (fBA) | Verizon Pennsylvania Inc.                     | IntelliLinQ PRI Arrangement Volume, w/ PRI DID Trunk Package w/Calling Line Identification            | \$278.00                 |
| 0        | WI       | Verizon North Inc.                            | PRI Access System & Measured Voice/Data w/o DS1 Facility  | \$278.00                 |
| 0        | SC       | Verizon South Inc.                            | PRI Access System & Data Channel Activation   | \$278.00                 |
| 0        | FL       | Verizon Florida Inc.                          | PRI Access System – Measured Rate Voice & Measured Data w/o DS1 Switched Facility                     | \$278.00                 |
| 0        | IL       | Verizon North Inc – fGTE/Contel               | ISDN –PRI Access System – Measured Rate Voice/Data w/o DS1 Facility – TVP Plan                        | \$278.00                 |
| 0        | TX       | GTE Southwest Inc.<br>d/b/a Verizon Southwest | PRI Access System w/o DS1 Switched Facility – DID only w/Calling Line Identification w/Name           | \$278.00                 |
| 0        | WV       | Verizon West Virginia Inc.                    | IntelliLinQ PRI Arrangement Volume, w/ PRI DID Trunk Package w/Calling Line Identification            | \$278.00                 |
| 0        | NY       | Verizon New York Inc.                         | ISDN Primary Port Term & Volume w/Calling Line Identification   | \$278.00                 |
| 0        | NH       | Verizon New England Inc.                      | ISDN Primary Port Volume w/ Calling Line Identification   | \$278.00                 |
| 0        | MA       | Verizon New England Inc.                      | ISDN Primary Port Volume w/Calling Line Identification  | \$278.00                 |
| 0        | MD       | Verizon Maryland Inc.                         | IntelliLinQ PRI Arrangement Volume, w/ PRI DID Trunk Package w/Calling Line Identification            | \$278.00                 |
| 0        | NJ       | Verizon New Jersey Inc.                       | IntelliLinQ PRI Arrangement Volume, w/ PRI DID Trunk Package w/Calling Line Identification            | \$278.00                 |
| 0        | TX       | GTE Southwest Inc.<br>d/b/a Verizon Southwest | PRI Access System – DID only w/o DS1 Switched Facility w/Calling Line Identification w/Name           | \$278.00                 |

**OPTIONAL FEATURE**

| Quantity | State     | ILEC | Service Item                          | Monthly Unit Rate (each) |
|----------|-----------|------|---------------------------------------|--------------------------|
| 0        | Any above |      | Calling Line Identification with Name | \$45.00                  |

**NOTES:**

- (i) Nonrecurring charges for the PRI Service are included in the Monthly Unit Rate. Applicable current tariff nonrecurring charges and other monthly charges such as, but not limited to, Channel Activation, Activity Charges and Change charges for optional features and reconfigurations will apply during the Service Period for any changes or additions to initial Customer configuration.
- (ii) For Idaho, the Service can be used for local PRIs or Out Of Calling Scope PRI Access Systems.
- (iii) For Connecticut, first ½ mile of the PRI circuit is included in Monthly Unit Rate. Each additional ½ mile will be charged at a rate of \$15.00 each in addition to the Monthly Unit Rate.
- (iv) For Texas, Calling Line Identification with Name is included in the Monthly Unit Rate.
- (v) For New Jersey, Services shall be purchased pursuant to the NJ Business Discount Plan.

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- (vi) For Maryland, Customer commits to maintain annual total communications billings in excess of \$100,000 and billings for current and proposed services provided by Verizon of \$40,000 or more. Customer represents that it satisfies this requirement at the date of this Agreement and throughout the Service Period.
- (vii) Delaware has a \$10,000 commitment for customer's total annual billed revenue.
- (viii) For Pennsylvania, Customer commits to annually spend \$10,000 and above on Verizon telecommunications services throughout the Service Period.
- (ix) FX transport and mileage is additional and provided at tariff rates or applicable informational rates on file with the Commission.
- (x) For California, 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. The customer is requesting confidentiality treatment for this agreement.
- (xi) Usage charges are additional and tariff rates apply for all monthly usage.
- (xii) Customer shall pay all applicable taxes, fees, and charges, including the Federal End User Common Line Charges and FCC surcharges.

### C. USAGE AND PRIMARY RATE INTERFACE BUNDLED SOLUTION

For PRI Port Plus PRI DS1 Facility:

| Quantity | State    | ILEC                       | Service Item  | Monthly Unit Rate (Each) | Monthly Local Usage Minutes | Additional Local Usage Minutes |
|----------|----------|----------------------------|---|--------------------------|-----------------------------|--------------------------------|
| 20       | PA (fBA) | Verizon Pennsylvania Inc.  | IntelliLinQ PRI Arrangement Volume, w/ Primary Rate Access Facility with PRI DID Trunk Package w/ Calling Line Identification | \$535.00                 | 20,000                      | \$0.016                        |
| 15       | VA       | Verizon Virginia Inc.      | IntelliLinQ PRI Arrangement Volume, w/ Primary Rate Access Facility with PRI DID Trunk Package w/ Calling Line Identification | \$535.00                 | 20,000                      | \$0.016                        |
| 2        | WV       | Verizon West Virginia Inc. | IntelliLinQ PRI Arrangement Volume, w/ Primary Rate Access Facility with PRI DID Trunk Package w/ Calling Line Identification | \$535.00                 | 20,000                      | \$0.016                        |
| 19       | NY       | Verizon New York Inc.      | ISDN Primary Port and Digital Transport Facility Term & Volume w/Calling Line Identification                                  | \$535.00                 | 20,000                      | \$0.016                        |
| 1        | MA       | Verizon New England Inc.   | ISDN Primary Port and Local Distribution Channel Volume w/ Calling Line Identification  | \$535.00                 | 20,000                      | \$0.016                        |
| 6        | MD       | Verizon Maryland Inc.      | IntelliLinQ PRI Arrangement Volume, w/ Primary Rate Access Facility with PRI DID Trunk Package w/ Calling Line Identification | \$535.00                 | 20,000                      | \$0.016                        |
| 4        | NJ       | Verizon New Jersey Inc.    | IntelliLinQ PRI Arrangement Volume, w/ Primary Rate Access Facility with PRI DID Trunk Package w/ Calling Line Identification | \$535.00                 | 20,000                      | \$0.016                        |

PRI Port Only:

| Quantity | State    | ILEC                       | Service Item  | Monthly Unit Rate (Each) | Monthly Local Usage Minutes | Additional Local Usage Minutes |
|----------|----------|----------------------------|---|--------------------------|-----------------------------|--------------------------------|
| 0        | PA (fBA) | Verizon Pennsylvania Inc.  | IntelliLinQ PRI Arrangement Volume, w/ PRI DID Trunk Package w/ Calling Line Identification | \$435.00                 | 20,000                      | \$0.016                        |
| 0        | VA (fBA) | Verizon Virginia Inc.      | IntelliLinQ PRI Arrangement Volume, w/ PRI DID Trunk Package w/ Calling Line Identification | \$435.00                 | 20,000                      | \$0.016                        |
| 0        | WV       | Verizon West Virginia Inc. | IntelliLinQ PRI Arrangement Volume, w/ PRI DID Trunk Package w/ Calling Line Identification | \$435.00                 | 20,000                      | \$0.016                        |
| 0        | NY       | Verizon New York Inc.      | ISDN Primary Port Term & Volume w/Calling Line Identification                               | \$435.00                 | 20,000                      | \$0.016                        |

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|---|----|--------------------------|---|----------|--------|---------|
| 0 | MA | Verizon New England Inc. | ISDN Primary Port Volume w/ Calling Line Identification                                     | \$435.00 | 20,000 | \$0.016 |
| 0 | MD | Verizon Maryland Inc.    | IntelliLinQ PRI Arrangement Volume, w/ PRI DID Trunk Package w/ Calling Line Identification | \$435.00 | 20,000 | \$0.016 |
| 0 | NJ | Verizon New Jersey Inc.  | IntelliLinQ PRI Arrangement Volume, w/ PRI DID Trunk Package w/ Calling Line Identification | \$435.00 | 20,000 | \$0.016 |

#### OPTIONAL FEATURE

| Quantity | State     | ILEC | Service Item                          | Monthly Unit Rate (each) |
|----------|-----------|------|---------------------------------------|--------------------------|
| 0        | Any above |      | Calling Line Identification with Name | \$45.00                  |

#### NOTES:

- (i) The Monthly Unit Rate includes: (a) DID trunk terminations- where applicable; and (b) up to an average quantity per PRI line of local usage minutes specified above for each state for each month during each one (1) year of the Service Period.
- (ii) Nonrecurring charges are included in the Monthly Unit Rate. Applicable current tariff nonrecurring charges and other charges such as, but not limited to, Channel Activation, Activity Charges and Change charges for optional features and reconfigurations will apply during the Service Period to any change to initial Customer configuration.
- (iii) Additional Local Usage Minutes Charges are calculated on a state by state basis and measured on an annual basis during each one (1) year of the Service Period. If Customer's total local usage minutes billed by Customer's billing telephone numbers ("BTN") specified below for any state exceeds an average (total minutes of use billed and divided by twelve (12)) per PRI line per month of the allocated quantities applicable to such state for local usage minutes during any one (1) year of the Service Period, Customer shall pay to Verizon additional usage charges at the applicable rate for Additional Local Usage Minutes for each such one (1) year period ("Additional Usage Charges").
- (iv) The rates set forth above for Usage and Primary Rate Interface Bundled Solution Services are available to Customer at the locations specified below. Prevailing tariff rates or, if no tariff is applicable, other commission authorized rate(s) applies to all other Customer billing telephone numbers and locations.
- (v) For Maryland, Customer commits to maintain annual total communications billings in excess of \$100,000 and billings for current and proposed services provided by Verizon of \$40,000 or more. Customer represents that it satisfies this requirement at the date of this Agreement and throughout the Service Period.
- (xiii) For Pennsylvania, Customer commits to annually spend \$10,000 and above on Verizon telecommunications services throughout the Service Period.
- (vi) For New Jersey, Services shall be purchased pursuant to the NJ Business Discount Plan.
- (vii) FX transport and mileage is additional and provided at applicable tariff rates or applicable informational rates on file with the Commission.
- (viii) Customer shall pay all applicable taxes, fees, and charges, including the Federal End User Common Line Charges and FCC surcharges.

**2. Effective Date/Regulatory Filing and Review.** (a) This Exhibit will be effective in a state when this ICB Authority Attachment is last signed, except where subject to prior regulatory filing requirements and/or review. If a regulatory filing and/or review is necessary in any state, this Exhibit will be effective in such state on filing or receipt of necessary regulatory or other governmental approvals as applicable.

(b) If any provision of this ICB Authority Attachment 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 does not receive governmental or regulatory approval required by law in any state, then this ICB Authority Attachment shall be construed as if not containing such provision or requiring the provision of such invalid, illegal, prohibited, or unapproved Service in such state.

**3. Service Period and Ordering of Additional Services.** Customer shall purchase the Services commencing in each state upon the execution of this ICB Authority Attachment, installation of the Services (if not previously installed and cutover) and receipt of all necessary regulatory and other governmental approvals that may be required prior to the provision of such Services under the terms hereof. The parties agree that the Service Period shall commence on the date Verizon receives all regulatory approvals required to provide Services under the rates and terms of this ICB Authority Attachment in all states identified herein or 120 days after the



Agreement is fully executed, whichever is earlier, and shall expire twenty four (24) months thereafter ("Service Period"). In the event that this ICB Authority Attachment is not approved in one or more states within 120 days after the Agreement has been fully executed, and Customer believes that such failure will result in its inability to meet the minimum quantities specified herein, Customer may request that the parties negotiate in good faith to renegotiate the rates, terms and conditions so that Services may continue in the other states where the ICB Authority Attachment has been approved. Customer must notify Verizon within 15 days after the expiration of the 120 days from execution of the Agreement that minimum quantities cannot be met without the state(s) that did not receive regulatory approval. Any such renegotiation must be completed within the ramp up period. In the event such renegotiation does not result in a new agreement between the parties within that time period, this ICB Authority Attachment shall terminate without liability to either party other than payment for Services rendered in any state prior to termination.

Subject to the terms set forth in this Exhibit, Customer may order additional units of Service at the rates set forth above, at any time during the Service Period, subject to the availability of suitable facilities. The Service Period for all Services ordered hereunder shall be coterminous. By providing Verizon with at least sixty (60) days written notice prior to the expiration of the initial Service Period, Customer, at its option, may extend the Service Period for an additional one (1) year period.

**4. Ramp-Up Period.** Customer may not request a delay in Verizon's installation of the minimum quantity of Service (as defined below) ordered hereunder that would not be consistent with the following: the minimum quantity of Service ordered hereunder shall be scheduled to be installed before the completion of the first six (6) months of the Service Period.

**5. Minimum Quantity.** The rates herein are contingent upon Customer purchasing a minimum quantity of thirty-five (35) units of Service, exclusive of Optional Features, across the states identified in this Exhibit A (the "Minimum Quantity"). Customer may order additional Services in accordance with the provisions of this Agreement and provided Customer maintains at least the Minimum Quantity in service, Customer may disconnect individual units of Service during the Service Period, or any optional extension of the Service Period, without payment of termination charges as set forth in Section 6. Optional Features do not pay Termination Charges. However, if Customer's actual quantity of units of Services fall below the Minimum Commitment, Termination Charges shall be assessed.

**6. Annual Review and Shortfall.** Subject to the Ramp-Up Period set forth in Section 4, Customer must have its Minimum Quantity of units of Service installed within the first six months of the Service Period. If Customer fails to have such Minimum Quantity installed by the end of the first twelve months of the Service Period (and upon each successive twelve month period of the Service Period), Customer shall be responsible for an amount equal to \$500 per month for each unit of Service below such Minimum Quantity ("Shortfall"). The Shortfall shall apply for each successive twelve-month period during the Service Period where the Minimum Quantity has not been installed. Shortfall shall not be imposed on units of Service where Termination Charges are imposed.

**7. Termination Charges.** If Customer terminates any unit of Service such that the total number of units of Service falls below the Minimum Commitment prior to the expiration of the Service Period or any optional extension of the Service Period, Customer shall pay to Verizon an amount equal to twenty-five percent (25%) of the applicable Monthly Unit Rate multiplied by the number of months remaining in the Service Period or any optional extension of the Service Period at the time of such termination (Termination Charges). Termination Charges will not apply to units of Service terminated if the Minimum Quantity is maintained. Optional Features will not incur Termination Charges.

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

**9. Technology Upgrade.** If, at any time after the completion of twelve (12) months of the Service Period, Verizon offers to the public a modification, enhancement or improvement to this Service that increases the speed, bandwidth or capacity of this Service ("Upgrade") and such Upgrade is available in the areas of Customer's locations, Customer may request such Upgrade in replacement of all or a portion of this Service at the Customer's locations without termination liability for the replaced Service, provided that (i) Customer subscribes to the Upgrade for a service period at least as long as the Service Period remaining for the replaced Service under this Agreement; (ii) Customer subscribes to the Upgrade at the same Customer locations as the replaced Service at the rates determined by Verizon and agreed upon by the parties for such Upgrade or at generally available tariffed rates for such Upgrade; and (iii) total charges for such Upgrade for the revised Service Period are equal to or exceed the total charges remaining for the replaced Service. The Upgrade shall be provided, and the applicable rates, terms and conditions will take effect, only after mutual agreement of the



parties on all such rates, terms and conditions and only after all necessary filings are made with governmental entities and approvals from such entities are obtained. Rates for the Upgrade will apply prospectively only. Customer may exercise its rights under this technology upgrade clause only once during the term of the Service Period.

**10. Business Downturn.** If after completion of the first twelve (12) months of the Service Period, Customer is unable despite its best efforts to meet requirements to subscribe to the minimum quantity of Services set forth in this Agreement and such inability is solely the result of a general downturn in Customer's industry that causes Customer to (i) sell or otherwise dispose of one or more significant business units, or (ii) substantially reduce business operations, then Verizon will enter into good faith discussions with Customer, after receipt of written notice from Customer about such downturn, concerning prospective modifications of the minimum Service commitments and other contract provisions set forth in this Agreement. If the parties reach agreement on such modifications, they will be memorialized in a writing which is signed by the parties. The modifications, if any, will not become effective until all necessary filings are made and governmental approvals are obtained. Customer may exercise its rights under this Business Downturn clause once after completion of each twelve (12) months of the Service Period or optional extension of the Service Period.

#### **11. 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 Verizon 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 rates, informational rates on file with the Commission or other Commission-authorized rate(s) for the minimum service commitment period available. The applicable tariff or other Commission-authorized service arrangement will govern the service arrangement prospectively, including rates, terms and conditions, which may include charges for termination prior to the end of the minimum tariff service commitment period. If there is no applicable tariff or other Commission-authorized service arrangement, then the Service will be subject to disconnection upon the expiration of the Service Period or any optional extension of the Service Period of this Agreement. If, upon expiration of the Service Period or any optional extension of the Service Period, there is a delay in reverting rates to the applicable tariff or other Commission-authorized rate(s), or in disconnecting the Services if no tariff or Commission-authorized service arrangement is available, the Service Period or any optional extension of the Service Period shall be deemed temporarily extended on a month-to-month basis until such reversion of rates or disconnection of Services is completed. In no event, however, will such temporary extension continue more than twelve (12) months after the expiration of the Service Period or any optional extension of the Service Period. (ii) If Customer indicates to Verizon in writing that it desires to negotiate a new contract or tariffed service arrangement to continue or replace the Services provided for herein, the Service Period or any optional extension of the Service Period shall automatically be extended for a period not to exceed sixty (60) days from the end of the Service Period or any optional extension of the Service Period to allow the parties to finalize a new agreement or to transition to a tariffed service arrangement. Written notice must be provided by Customer at least thirty (30) days prior to the end of the then current Service Period. For purposes of this paragraph only, written notice may be by facsimile or electronic mail.

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 automatically incorporated by reference without the need for further amendment 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.** The Service is available only from offices which have the necessary facilities to provide ISDN on the standard ISDN platform. Additional charges may be required if suitable facilities are not available to provide 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, Verizon will inform Customer of such applicable charges, and Verizon will install such facilities only upon mutual written agreement of the parties to such additional charges. If Customer does not agree to pay such additional charges, then this Agreement will be subject to termination, in whole or in part, by Verizon without application of the termination charges described above.

e. Verizon, at its discretion, may increase the rates for these Services if this Agreement is not signed and dated by Customer on or before December 16, 2006.

**12. Locations.** The Services herein shall be provided to Customer locations within Verizon's tariffed in-franchise incumbent local exchange service areas under the terms hereof at the following locations. Subject to the availability of suitable facilities, other Customer locations may be added to this Exhibit only upon written request by the Customer and provided that such locations are within Verizon's tariffed in-franchise incumbent local exchange service areas of the subject Verizon providers covered by this Exhibit A.





|    |                                   |   |              |
|----|-----------------------------------|---|--------------|
| CA | Rancho Mirage                     | 71905 Hwy. 111, Suite A                     | 760-340-4950 |
| CA | Santa Maria                       | 2615 South Miller St.                       | 805-934-6800 |
| CA | West Covina                       | 100 North Barranca Ave., Suite 450          | 626-732-1200 |
| DE | Dover                             | 1060 South Governors Ave                    | 302-760-2940 |
| DE | Holly Oak                         | 409 Silverside Dr                           | 302-798-8459 |
| DE | Newark                            | 121 Centinental Dr., Suite 208              | 302-451-3600 |
| FL | Bradenton                         | 6310 Capital Dr Suite 200                   | 941-929-2800 |
| FL | Lakeland                          | 1479 Towne Center                           |              |
| FL | Riverview                         | 3302 Falkenburg Rd                          | 813-372-5000 |
| FL | Riverview                         | 4030 Crescent Park                          | 813-487-0000 |
| FL | St. Petersburg                    | 8950 Martin Luther King Jr., St, Suite 150  | 727-563-1800 |
| FL | Tampa                             | 5911 Benjamin Center Dr                     | 813-390-7140 |
| FL | Tampa                             | Corp. Center III, 4221 West Boy Scout Blvd. | 813-870-7600 |
| HI | Honolulu                          | 711 Kapiolani Blvd Suite 1000               | 808-591-6900 |
| IL | Carterville                       | 209 West Commercial Dr.                     | 618-985-1100 |
| IN | Fort Wayne                        | 1300 Airport NO Office Park                 | 260-497-6700 |
| IN | Lafayette                         | 3652 Rome                                   | 765-449-3958 |
| IN | Terre Haute                       | 4791 S 7th St                               | 812-238-8301 |
| MA | Dedham                            | 9 Allied Dr., Suite 130                     | 781-461-9652 |
| MD | Annapolis                         | 180 Admiral Cochrane Dr.                    | 973-         |
| MD | Frederick                         | 8415 Progress Dr.                           | 749-952-2895 |
| MD | Glen Burnie                       | 841 Cromwell Place Dr.                      | 410-553-2200 |
| MD | Hagerstown                        | 1101 Opal Court.                            | 240-313-9031 |
| MD | Owings Mill                       | 800 Red Brook Blvd                          | 000648553487 |
| MD | Salisbury                         | 601 E. Naylor Mills Rd., Unit C             | 410-548-1500 |
| MD | Waldorf                           | 3460 Old Washington Rd., Suite 300          | 301-645-3456 |
| MD | White Marsh                       | 8007 Corporate Dr., Suite L                 | 410-933-3410 |
| ME | Augusta                           | 77 Sewall Street                            | 207-629-2100 |
| ME | Bangor                            | 38 Gillman Rd                               | 207-974-1200 |
| ME | Lewiston                          | 8 Falcon Road                               | 207-344-2100 |
| ME | Scarborough                       | 25 Spring Street, Suite B                   | 207-396-5500 |
| NH | Bedford                           | 3 Executivev Park Dr.                       | 603-641-1425 |
| NH | Keene                             | 262 West Street                             | 603-355-1700 |
| NH | Iaconia                           | 24 Eastgate Park Rd.                        | 603-527-4605 |
| NH | Manchester                        | 670 N. Commercial St., Suite 900            | 603-621-6000 |
| NJ | Avenel                            | 485 US Highway                              | 732-726-0215 |
| NJ | Mt. Laurel                        | 5000 Dearborn Circle Suite 200              | 856-439-8842 |
| NJ | Parsippany                        | 959 Route 46 East                           | 973-257-2000 |
| NJ | Trenton (Hamilton / Robbinsville) | 300 Horizon Center, Suite 308               | 609-631-6000 |
| NJ | West Windsor                      | 100 Canal Point Blvd, Suite 117             | 609-936-3457 |
| NY | Albany                            | 725 Broadway                                | 518-598-5000 |
| NY | Bedford Hills                     | 258 Rt. 117 Bypass Rd.                      | 914-242-2220 |
| NY | Colonie                           | 1586 Central Ave.                           | 518-218-2800 |
| NY | Depew                             | 3332 Walden Ave Suite 100                   | 716-685-7880 |
| NY | East Elmhurst                     | 7520 Astoria Blvd                           | 718-505-6627 |



|    |                      |                                     |              |
|----|----------------------|-------------------------------------|--------------|
| NY | Elmira               | 1316 College Ave                    | 607-767-4600 |
| NY | Fishkill             | 1401 Route 52                       | 845-897-1160 |
| NY | Glens Falls          | 190 Glen St.                        | 518-745-3000 |
| NY | Hauppauge            | 1200 Veterans Memorial Pkwy         | 631-233-4500 |
| NY | Hazelton             | 204 Airport Rd Medical Center       | 570-450-7160 |
| NY | Johnson City         | 530 Columbia Dr., Suite 101         | 607-763-2240 |
| NY | Kingston             | 104 Enterprise Drive Suite 100      | 845-334-7940 |
| NY | Lynbrook             | 444 Merrick Rd                      | 516-561-4600 |
| NY | Medford              | 3243 Route 112                      | 631-716-0130 |
| NY | Melville             | 1300 Wai Whitman Rd.                | 631-385-6100 |
| NY | Montebello (Suffern) | 400 Rella Blvd                      | 845-368-9580 |
| NY | Plattsburg           | 31 Smithfield                       | 518-562-6720 |
| NY | Staten Island        | 900 South Ave.                      | 718-477-4600 |
| NY | Syracuse             | 301 Plainfield Rd.                  | 315-453-5100 |
| NY | Utica                | 130 Lomond                          | 315-266-2100 |
| NY | Williamsville        | 6699 Transit Rd.                    | 716-626-4700 |
| NY | Yonkers              | 1 Executive Blvd                    | 914-375-7200 |
| OH | Portsmouth           | 1706 11th St.                       | 740-353-7916 |
| PA | Bartonsville         | 102 State Road                      | 670-619-6700 |
| PA | Bridgeville          | 1370 Washington Pike Suite 204      | 412-221-2232 |
| PA | Camphill             | 3950 Hartzdale Dr.                  | 717-730-1400 |
| PA | Ebensburg            | 357 Industrial Park Road            | 814-472-2900 |
| PA | Erie                 | 3347 West 12th, suite 100           | 814-197-0753 |
| PA | Harrisburg           | 4000 Crums Mill                     | 717-540-2500 |
| PA | Hazleton             | RR4 Box 4200, Airport Beltway       | 570-450-7160 |
| PA | Huntingdon Valley    | 2829 Philmont Av                    | 215-914-1720 |
| PA | Lancaster            | 1851 Charter Lane                   | 717-290-2100 |
| PA | Mechanicsburg        | 5053 Ritter Rd., Suite 101          | 717-791-6120 |
| PA | Monroeville          | 300 Oxford Dr., Suite 400           | 412-858-7800 |
| PA | Penn Hills           | 545 Rodi Rd.                        | 412-244-3540 |
| PA | Philadelphia         | 8 Penn Center, Suite 300            | 215-988-4610 |
| PA | Plymouth Meeting     | 5165 Campus Road                    | 610-567-3580 |
| PA | Reading              | 5 Hearthstone Ct., Suite 203        | 610-370-4600 |
| PA | Scranton             | 2200 Stafford Ave., Suite 500       | 570-961-7580 |
| PA | South Whitehead      | 5000 Tilghman                       | 610-338-6980 |
| PA | Springfield          | 1001 Baltimore Pike                 | 610-604-0200 |
| PA | State College        | 100 Scenery Drive Suite B           | 814-861-2350 |
| PA | West Chester         | 780 East Market St                  | 610-719-2910 |
| PA | Williamsport         | 1000 Commerce Park Dr.              | 570-320-6740 |
| PA | York                 | 3421 Concord                        | 717-840-3800 |
| RI | Warwick              | 1350 Division Rd                    | 401-827-1100 |
| SC | Myrtle Beach         | 2024 Corporate Cntr. Dr., Suite 201 | 843-443-3400 |
| TX | Bryan                | 1730 Briarcrest Drive               | 979-691-7650 |
| TX | Lewisville           | 2890 Lake Ridge Rd.                 | 972-395-1680 |
| TX | San Angelo           | 3184 Executive Center Dr.           | 325-223-7760 |
| VA | Alexandria           | 2001 North Beauregard St Suite 400  | 703-824-1562 |
| VA | Blackburgs           | 108 Southpark Dr.                   | 540-558-1800 |
| VA | Chester              | 5601 Ironbridge Pkwy                |              |
| VA | Forest               | 1088 Vista Park Drive Suite A       | 434-386-2257 |
| VA | Frederickburg        | 3940 Plank Road                     |              |





|    |                |                                   |              |
|----|----------------|-----------------------------------|--------------|
| VA | Glen Allen     | 8811 Telegraph                    |              |
| VA | Leesburg       | 211 Gibson St. Suite 220          | 703-669-2647 |
| VA | Lorton CSC     | 7900 Hill Park Court              | 703-339-3400 |
| VA | Newport News   | 12490 Jefferson Ave Suite 511     | 757-886-3860 |
| VA | Richmond       | 200 Westgate Parkway, Suite 300   | 804-364-6600 |
| VA | Roanoke        | 5221 Valleypark Dr.               | 540-265-3600 |
| VA | Virginia Beach | 573 Central Drive                 | 000655396173 |
| VA | Virginia Beach | 2901 South Lynnhaven              |              |
| VA | Winchester     | 222 Admiral Byrd Drive Suite A&B  | 540-535-2017 |
| VA | Winchester     | 222 Admiral Byrd Dr., Suite A     | 540-535-2017 |
| VA | Woodbridge     | 12700 Black Forest Lane Suite 300 | 703-730-4500 |
| VA | Richmond       | 1100 Boulders Pkwy                | 804-228-6100 |
| VT | Colchester     | 150 Water Tower Circle            | 802-651-6854 |
| VT | Rutland        | 271 N Main St Suite 203           | 802-770-1716 |
| WA | Kennewick      | 513 N. Edison, Suite D            | 509-726-2230 |
| WA | Lynnwood       | 13906 Highway 99                  | 410-553-2200 |
| WA | Lynnwood       | 19401 40th Ave., Suite W          | 425-673-6800 |
| WI | Wausau         | 109 S. 17th Ave.                  | 715-348-1700 |
| WV | Bridgeport     | 104 Cambridge Place               | 304-848-5860 |
| WV | Charleston     | 101 Washington St., Suite 107     | 304-348-3900 |

