

OVERVIEW OF CONTRACT

[REDACTED]

The purpose of this filing package is to 1) provide supporting documentation for the Special Contract for Business Lines (POTS) Services between FairPoint Communications-NNE and [REDACTED] and 2) request full approval of this Agreement from the New Hampshire Public Utilities Commission.

The Contract provides Business Exchange Access Lines (POTS) at special rates and termination liability for a twelve (12) month term. The Services will revert back to month-to-month tariff rates unless Customer negotiates a new agreement or terminates Services in writing.



Exhibit B

FairPoint name: Northern New England Telephone Operations LLC d/b/a FairPoint Communications-NNE
State: NH
Customer name: [REDACTED]

1. **Service, Rates and Quantity Commitment.** Customer agrees to purchase the following Service from FairPoint Communications-NNE at the rates and in quantities set forth below for the Service Period identified below. Any other work, services or facilities required will be provided subject to prevailing tariffs rates and charges, or if no tariff is applicable, at FairPoint Communications-NNE's then-current retail rate. Customer shall provide to FairPoint Communications-NNE 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 FairPoint Communications-NNE to provide such Service.
2. **Rates and Quantity Commitments.** Customer agrees to purchase the Service from FairPoint Communications-NNE at the rates set forth below and in quantities set forth below for the Service Period identified below.

Quantity	Service Item	NRC (Each)	Monthly Unit- Rate (Each)
70	Business Exchange Access Line (IFB)	\$0.00	\$25.00

Non-recurring tariff charges (excluding Premise Work charges) are included in the monthly line rates for the Initial Line Quantity. Tariff non-recurring charges apply to changes made to initial and additional lines, including relocations and feature activations.

EUCL is not included.

3. **Service Period.** Customer shall purchase the Service for a period of twelve (12) consecutive months following the execution of this Agreement, the installation of the Service (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 ("Service Period"). Termination charges will apply to all Service disconnected prior to the end of the Service Period.
4. **Minimum Line Obligation.** During the Service Period, the Customer shall have the obligation to maintain a minimum quantity of 80% of the initially installed lines of Service provided hereunder during the Service Period (the "Minimum Line Obligation"). For customers that do not maintain at least 80% of the initially installed lines, the rates will default to the standard POTS 36 month term rates found in Part M, Sec 1.5.1.
5. **Termination Charges.** Customer shall have the obligation to pay at the rates applicable under this Agreement for all lines of Service provided hereunder, including any additional lines, services or features specified in this Exhibit or subsequently ordered hereunder. If, prior to expiration of the Service Period, Customer cancels or terminates any Services, Customer will be required to pay termination charges as follows: \$15.86 for each terminated line cancelled or terminated, multiplied by the number of months remaining in the unexpired portion of the Service Period at the time of such termination or cancellation. The early termination charges will be waived for the first 20% of lines disconnected.
6. **Additional Lines.** Customer may request the additional lines of Service other than the quantity initially ordered hereunder, and all lines will be coterminous with the Service Period stated above.
7. **Additional Provisions.**
 - a. **Conditions.** The parties acknowledge that the rates and other terms of this Agreement are based on Customer's unique network design requirements, volume and term commitments, service mix, usage, existing

facilities, incremental investment required, and other cost and competitive characteristics. Local service on the lines provided hereunder will be obtained from FairPoint Communications - NNE pursuant to applicable tariffs.

b. Service Continuation. (i) If, at the time of expiration of the Service Period, a new agreement or tariffed service arrangement with FairPoint Communications - NNE for the Services is not effective as defined above and Customer has not requested, in writing, disconnection of the Services, then the Services will be reverted to applicable tariff or other Commission-authorized rate(s) for the minimum service commitment period available. The applicable tariff or other Commission-authorized arrangement will govern the service arrangement prospectively, including rates, terms and conditions, which may include charges for termination prior to the end of the minimum tariff service commitment period. If there is no applicable tariff or other Commission-authorized service arrangement, then the Service will be subject to disconnection upon the expiration of the Service Period of this Agreement. If, upon expiration of the Service Period, there is a delay in reverting rates to the applicable tariff or other Commission-authorized rate(s), or in disconnecting the Services if no tariff or Commission-authorized service arrangement is available, the Service Period shall be deemed temporarily extended on a month-to-month basis until such reversion of rates or disconnection of Services is completed. In no event, however, will such temporary extension of the Service Period continue more than twelve months after the expiration of the initial Service Period. (ii) If Customer indicates to FairPoint Communications - NNE 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 shall automatically be extended for a period not to exceed 60 days from the end of the initial Service Period to allow the parties to finalize a new agreement or to transition to a tariffed service arrangement. Written notice must be provided by Customer at least 30 days prior to the end of the initial Service Period. For purposes of this paragraph only, written notice may be by facsimile or electronic mail.

c. Detariffing. In the event any of the Services are hereafter detariffed, then the terms of the tariffs in effect immediately prior to such detariffing shall be deemed to be incorporated by reference and shall continue to apply to the provision of the Service to the same extent as such tariffs applied hereunder prior to such detariffing.

d. Facilities. Additional charges may be required if suitable facilities are not available to provide Service 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 Service, FairPoint Communications-NNE will inform Customer of such applicable charges, and FairPoint Communications-NNE will install such facilities only upon mutual written agreement of the parties to such additional charges. If Customer does not agree to pay such additional charges, then this Agreement will be subject to termination by FairPoint Communications-NNE without application of the termination charges described above.

e. Locations. The Services shall be provided to Customer under the terms hereof at various locations within the FairPoint Communications' service area where adequate facilities exist and the Service is technically and commercially available at the location. Other locations may be added to this Agreement only upon mutual assent of the parties.

Quantity Number

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1	[REDACTED]
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[REDACTED]

09-30-11

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