

**GRANITE STATE INTERNET
AMENDED SUPPORT SERVICES AGREEMENT**

This AGREEMENT dated as of the 2nd day of May, 2008 is between Granite State Long Distance, Inc. doing business as Granite State Internet ("GSN") and Granite State Telephone, Inc. ("GST"), each a New Hampshire corporation.

WHEREAS, GSN is engaged in the business of providing Internet services; and

WHEREAS, GSN desires to contract for certain administrative, technical and network services in support of the provision of Internet services; and

WHEREAS, GST has substantial experience in the telecommunications business and an organization in place capable of providing such services; and

WHEREAS, GST is willing to provide such administrative, technical and network support for GSN's Internet services;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, GSN and GST hereby agree as follows:

1.0 Administrative, Technical and Network Services

- 1.1 GST will provide GSN with general, administrative, and technical support services under the supervision and direction of the management of GSN. The purpose of such support services is to assist management in the development of GSN's Internet business and to ensure that expenses are held to a reasonable level and that adequate margins are being achieved.
- 1.2 As requested by GSN, GST will provide GSN with marketing services to include, but not be limited to, market research, promotion, sales and service ordering.
- 1.3 As requested by GSN, GST will provide GSN with accounting and financial services, including but not limited to, disbursements, customer billing and general accounting as well as assistance in budgeting and financial reporting.
- 1.4 GST will provide GSN with other administrative and technical support services as reasonably requested by GSN.
- 1.5 GST will make available to GSN floor space for the placement of certain equipment owned by GSN.
- 1.6 GST will provide, in its sole discretion, facilities for the transport of internet bound data by GSN. GSN will use such facilities solely as a transmission medium to provide internet-bound data transport and for no other purpose whatsoever. GSN shall not sell, lease, assign or grant any security right in any such facilities, nor shall GSN use such facilities to provide telecommunications service. GSN shall not use the services and facilities provided hereunder in

violation of this Agreement, any law, rule, regulation or order of any governmental authority having jurisdiction, or any franchise, license, agreement or certificate relating to GST or its network.

- 1.7 This Agreement does not authorize, nor shall GST permit, any third party vendor or customer of GSN to locate facilities within GST's central office facilities. This Agreement does not grant to any person, including GSN, any right to have access to GST's central offices. All central office work shall be performed by GST at GSN's expense.
- 1.8 For the rendering of services hereunder, GSN will pay the fees, charges and expenses of GST, which will be priced based on applicable rules and regulations for affiliate contract, including, without limitation, 47 C.F.R. § 32.27.

2.0 Term and Termination

- 2.1 The term of this Agreement shall be for an initial term of two (2) years commencing on April 14, 2008 and shall continue thereafter from year to year unless terminated as provided in subsection 2.2.
- 2.2 This Agreement may be terminated by either party upon not less than ninety (90) days prior written notice or by the agreement of both parties at any time.

3.0 Amendments

- 3.1 No amendment to this Agreement shall be effective unless set forth in a writing signed by both parties.

4.0 Applicable Law

- 4.1 This Agreement will be governed by the laws of the State of New Hampshire.

5.0 Confidentiality

- 5.1 This Agreement will be treated as confidential by the parties, and information and rates contained in this Agreement will only be disclosed to governing bodies who have legal authority over either of the parties.

6.0 Severability

- 6.1 If any part of this Agreement is found to be legally invalid, then only that part of the Agreement found to be invalid will be removed from this Agreement. All other provisions of this Agreement will remain in full force and effect.

7.0 Prior Agreement

- 7.1 This Agreement amends and supersedes the Support Services Agreement between the parties dated as of April 14, 2008.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

GRANITE STATE LONG DISTANCE, INC.

By: Susan Rand King

GRANITE STATE TELEPHONE, INC.

By: Susan Rand King