

SPECIAL CONTRACT FOR SERVICE

Northern New England Telephone Operations LLC
d/b/a FairPoint Communications-NNE

WITH

Bank of America, N. A.

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d/b/a FairPoint Communications-NNE

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SPECIAL CONTRACT
SUPPORTING MATERIAL

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SECTION 1

CONTRACT OVERVIEW

OVERVIEW OF CONTRACT

Bank of America, N. A.

The purpose of this filing package is to 1) provide supporting documentation for the Special Contract for ISDN PRI Services between FairPoint Communications-NNE and Bank of America, N. A. and 2) request full approval of this Agreement from the New Hampshire Public Utilities Commission.

The Contract provides ISDN PRI with Port and LDC. 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 first twelve (12) months of this twenty-four (24) month contract term. The Services will revert back to month-to-month tariff rates unless Customer negotiates a new agreement or terminates Services in writing.

SECTION 2

COST STUDY DETAILS

SECTION 3

CONTRACT



SERVICE AGREEMENT

Customer Name: Bank of America N.A	Main Billing Tel. No.:
Address: c/o EDS 5400 Legacy Drive, Plano, Texas 75024 Attn: Manager, Contracts Administration	Account No.:

Agency Relationship. Under the Managed Network Services Agreement between Bank of America N.A. ("Bank of America") and Electronic Data Systems Corporation and EDS Information Services L.L.C. (together, "EDS"), dated December 12, 2002, Bank of America has authorized EDS as its agent for the purpose of negotiating, executing, and administering agreements with third party service providers for carrier services on behalf of Bank of America.

Customer hereby requests and agrees to purchase from the undersigned FairPoint Communications Company ("FairPoint Communications-NNE") the services identified in the Exhibit attached to this Agreement and as further described in FairPoint Communications-NNE's applicable tariffs, (the "Services") for the service period stated in the Exhibit applicable to such Services (the "Service Period"), subject to FairPoint Communications-NNE'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 attached Exhibit attached to or made a part hereof.

Charges. Customer will pay all undisputed rates and charges set forth in the attached Exhibit made a part hereof within forty five (45) days from receipt of a correct invoice, 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. UPON WRITTEN REQUEST BY CUSTOMER, FAIRPOINT COMMUNICATIONS AGREES TO SUBSTANTIATE IN WRITING, ANY SUCH TAXES, FEES AND CHARGES. If Customer disputes a charge in good faith, Customer may withhold payment of that disputed charge pending resolution of the dispute. If Customer cancels or terminates this Agreement or any Services prior to expiration of the Service Period, Customer will promptly pay to FairPoint Communications-NNE termination charges as set forth in the applicable Exhibit.

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 FairPoint Communications-NNE at Contracts Management, 45 Forest Ave, Portland, ME 04101 with a copy to: FairPoint Communications, Office of the General Counsel, 521 East Morehead Street, Ste. 250, Charlotte, N.C. 28202. 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.

(b) In the event of any claim or dispute, the laws of the state of New York 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 or payment 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. However, in the event that service is unavailable for whatever reason more than five (5) days during any period of thirty (30) consecutive days, customer shall have the right to terminate the service prior to the end of the service term without imposition of early termination liability charges; provided, however, customer provides FairPoint with five (5) business days written notice of its intent to terminate.

(d) If any provision of this Agreement or the provision of any Service under the term 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) FairPoint Communications-NNE 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 thirty (30) days prior written notice to FairPoint Communications-NNE, Customer may assign or transfer this Agreement to an affiliate or

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 either party be liable for any special, indirect, incidental, or consequential damages arising in connection with this Agreement or the provisions or purchase of any Services, whether claim is sought in contract, tort (including negligence), strict liability or otherwise.

Proprietary Rights Indemnification. FairPoint represents and warrants that (i) at the time of delivery to Customer, no Product and/or Service provided under this Agreement is the subject of any litigation ("Litigation") in which FairPoint is named or joined as a party, and (ii) FairPoint has all right, title, ownership interest, and/or marketing rights necessary to provide the Products and/or Services to Customer and that each License, the Products and/or Services and their sale, license, and use hereunder do not and shall not directly or indirectly violate or infringe upon any copyright, patent, trade secret, or other proprietary or intellectual property right of any third party. ("Infringement"). FairPoint shall indemnify and hold Customer and their respective successors, officers, directors, employees, and agents harmless from and against any and all actions, claims, losses, damages, liabilities, awards, costs, and expenses (including legal fees) resulting from or arising out of any Litigation, any breach or claimed breach of the foregoing, or which is based on a claim of an Infringement and FairPoint shall defend and settle, at its expense, all suits or proceedings arising therefrom. Customer shall inform FairPoint of any such suit or proceeding against Customer, and FairPoint shall control the defense of any such claim or action so long as Customer shall have the right to participate in the defense of any such suit or proceeding at its expense and through counsel of its choosing. FairPoint shall notify Customer of any actions, claims, or suits against FairPoint based on an alleged Infringement of any party's intellectual property rights in and to the Products and/or Services. In the event an injunction is obtained against use of a Product and/or Service, FairPoint shall, at its option and expense (and without in any way limiting FairPoint's indemnification, defense and hold harmless obligations stated above), either (A) procure for Customer the right to continue to use the infringing Product and/or Service as set forth in this Agreement, (B) replace or modify the infringing Product and/or Service to make its use non-infringing while being capable of performing the same function without degradation of performance or (C) should FairPoint be unable to undertake A or B within sixty (60) days of the issuance of an injunction as described herein, either Party may terminate this agreement without penalty or further obligation.

Cross Indemnification and Limitations of Liability. Customer and FairPoint agree to indemnify, defend, and hold harmless the other from and against all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorney's fees and expenses for (i) any loss, destruction or damage to the tangible property of the other or any third party, and/or (ii) the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent act or omission of the indemnitor, its servants, invitees, agents, employees or representatives or persons performing on behalf of such party hereunder.

Except for death, personal injury or tangible property damage claims caused by negligence or willful misconduct, Neither Party shall have liability except for direct damages and amounts due for Service rendered, and in the event of Customer's early cancellation, early termination charges if applicable. Neither party shall be liable to the other for any third parties claiming through or for such party for direct, special or consequential damages of such third parties, even if advised of the possibility of such damages.

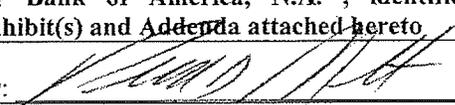
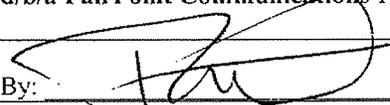
Confidential Information. Except as required by law or regulation, each party agrees that during the Service Period stated in each Exhibit, as applicable, and for two (2) years after, it will use the other party's Confidential Information only for purposes of this Agreement, not disclose it to third parties except as provided below, and protect it from disclosure using the same degree of care it uses for its own Confidential Information (but no less than a reasonable degree of care). "Confidential Information" means information (in whatever form) designated as confidential by the disclosing party by conspicuous markings (if tangible Confidential Information) or by announcement at the time of initial disclosure (if oral Confidential Information) or if not so marked or announced should reasonably have been

understood as confidential to the disclosing party (or one of its affiliates or subcontractors), either because of legends or other markings, the circumstances of disclosure or the nature of the information itself and that (i) relates to this Agreement or changes to this Agreement; (ii) relates to the disclosing party's customers, products, services, developments, trade secrets, know-how or personnel; and (iii) is received by the receiving party from the disclosing party during the Service Period. Confidential Information does not include information that: (a) is in the possession of the receiving party free of any obligation of confidentiality at the time of its disclosure; (b) is or becomes publicly known other than by a breach of this provision; (c) is received without restriction from a non-party free to disclose it; or (d) is developed independently by the receiving party without reference to the Confidential Information. In addition, information, whether or not Confidential Information, may be disclosed by a receiving party as may be required by applicable law, rule, regulation, or lawful process. If any unauthorized disclosure is made by either party and/or its agent or representative, the other party shall be entitled to, injunctive relief, and the non-offending party shall have the option of terminating this Service Agreement or other related Service Agreements without penalty.

Publicity. Notwithstanding any contrary term in this Agreement, a party may not issue or permit issuance of a press release or other public statement concerning this Agreement without the consent of the other party and then only after the contents of such release or statement is agreed upon by the parties.

This Agreement (including the Exhibit(s) attached hereto and 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 both parties.

AGREED AND ACCEPTED:

Customer Electronic Data Systems, LLC., as agent for Bank of America, N.A. , identified in the Exhibit(s) and Addenda attached hereto	Northern New England Telephone Operations LLC d/b/a FairPoint Communications-NNE
By: 	By: 
Name: <i>RANDALL D. MATT</i>	Name: <i>JEFF MCCARTHY</i>
Title: <i>EVP & CIO</i>	Title: <i>VP Business Services</i>
Date: <i>Oct. 30, 2008</i>	Date: <i>11/20/08</i>