


OVERVIEW OF CONTRACT



The purpose of this filing package is to 1) provide supporting documentation for the Special Contract for DS1 Service between FairPoint Communications-NNE and  and 2) request full approval of this Agreement from the New Hampshire Public Utilities Commission.

The Contract provides DS1 Service at special rates. At the completion of the initial Service Period, the Services will revert back to month-to-month tariff rates unless Customer negotiates a new agreement or terminates Services in writing.

Exhibit A

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

DS1 SERVICE

1. Service, Rates and Quantity. Customer agrees to purchase the following Service(s) from FairPoint Communications - NNE at the rates set forth below 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 tariff rates and charges, or if no tariff is applicable, at FairPoint Communications - NNE's then-current retail rate.

<u>Quantity</u>	<u>Service</u>	<u>Nonrecurring Charges</u>	<u>Monthly Unit Rate</u>	<u>Total Monthly Rate</u>
1	DS1 Channel Term and ½ mile components	\$275.00	\$173.62	\$173.62
1	Fixed Mileage	\$0.00	\$35.34	\$35.34
23	Variable Mileage	\$0.00	\$14.38	\$330.74

- (i) Non-recurring Charges are not applicable for initial Service installation. Applicable tariff non-recurring charges will apply to any move or relocation of an existing Service or change to Initial Customer configuration.
- (ii) Does not include applicable local, state and federal taxes and surcharges.

2. Service Period. Customer shall purchase the Service for a period of thirty-six (36) 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 Service under the terms hereof ("Service Period"). Customer may order additional Service at the rates set forth above during the first eighteen (18) months of the Service Period. The Service Period for all Services ordered hereunder shall be coterminous. By providing FairPoint Communications - NNE with at least sixty (60) written notice prior to the expiration of the Service Period, Customer, at its option, may extend the Service Period for up to a maximum of one (1) additional twelve (12) month period unless such continuation is not permitted under applicable law or regulation. Termination charges will apply to all Service disconnected prior to the end of the Service Period or any extension thereof.

3. Termination Charges. If Customer cancels this Agreement in whole or in part or terminates any Service prior to the expiration of the Service Period, Customer shall pay to FairPoint Communications - NNE a termination charge equal to 75% of the applicable monthly rate for the terminated Service multiplied by the number of months remaining in the unexpired portion of the Service Period. Any such termination liability charge shall be due and payable in one lump sum within thirty (30) days of billing. Termination charges will not apply if an exception contained in FairPoint Communications - NNE's applicable tariff applies.

4. 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 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 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 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 (12) 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 sixty (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 thirty (30) days prior to the end of the 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.

5. **Locations.** The Service shall be provided to Customer under the terms hereof at the following locations. Other Customer locations may be added to this Agreement only upon mutual assent of the parties.

Qty	Service Item	Service Address	City	State
1	DS1 Channel Term			

Service terminates at the

This Agreement supersedes and cancels the Application for Service executed on

In confirmation of their consent and agreement to the terms and conditions contained in this Exhibit and Service Agreement (ICB) executed on and intending to be legally bound hereby and thereby, the parties have executed this Exhibit as of the Exhibit Effective Date.

By:
Name:
Title:
Date:

10/20/11

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

By:
Name: Brian Jablonski
Title: AVP - Business Sales - NH
Date:

10/20/11