

OVERVIEW OF CONTRACT



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

The Contract provides Digital Centrex 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.



SERVICE AGREEMENT (ICB)

Customer Name: [REDACTED]	Main Billing Tel. No.: [REDACTED]
Address: [REDACTED]	Account No.: [REDACTED]

Services. Customer hereby requests and agrees to purchase from FairPoint Communications - NNE the services identified in the Exhibit(s) attached to this Agreement and as further described in FairPoint Communications - NNE's applicable tariffs, (the "Services") for the service period stated in the attached Exhibit(s), (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(s).

Charges. Customer will pay the rates and charges set forth in the attached Exhibit(s) 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 FairPoint Communications - NNE termination charges as set forth in the applicable Exhibit(s).

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 FairPoint Communications, Attn: AVP Enterprise Sales, 45 Forrest Avenue, Portland, ME 04101, with a copy to FairPoint Communications, Attn: General Counsel, 521 E. Morehead Street, Suite 250, Charlotte, NC 28202. Notices shall be deemed effective five (5) 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 local law, regulation, or filing requirements.
- (b) In the event of any claim or dispute, the laws of the jurisdiction in which FairPoint Communications - NNE 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 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 reasonable prior written notice to FairPoint Communications - NNE, 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 FairPoint Communications - NNE be liable for any special, indirect, incidental, or consequential damages arising in connection with this Agreement or the provisions of any Services, whether claim is sought in contract, tort (including negligence), strict liability or otherwise. 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:

By: _____
 Name: _____
 Title: _____
 Date: 2/9/2012

Northern New England Telephone Operations LLC,
 d/b/a FairPoint Communications - NNE
 By: Brian Jablonski
 Name: Brian Jablonski
 Title: AVP, NNEVT
 Date: 2/9/2012

Exhibit A

Customer name: [REDACTED]
 State: New Hampshire

Digital Centrex Service

1. **Initial Quantity and Charges.** Customer agrees to purchase Digital Centrex Service ("Service") from FairPoint Communications - NNE in the quantities, and at the Customer location and at the rates and charges set forth below during the Service Period. Except as expressly set forth in this Agreement, the Service will be provided in accordance with the provisions of FairPoint Communications - NNE's applicable Tariffs, including Tariff P.U.C.-NH-No. 83. Any other work, services or facilities 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. Customer agrees that all local exchange usage originating over the Service shall be purchased from FairPoint Communications - NNE at the applicable tariffed rates.

*Monthly Line Rate

<u>Service</u>	<u>Quantity</u>	
Analog ("Centrex") lines (Includes all standard features per tariff)	5	\$16.00

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

Standard Features List - Add-on Consultation/Hold Incoming Only, Automatic Callback, Call Forward-All Calls, Call Forward-Busy, Call Forward-Don't Answer, Call Pickup, Call Waiting, Directed Call Pickup with Barge, Directed Call Pickup without Barge, Inside/Outside Ringing, Hunting, Single-Digit Speed Dialing, Station Dial Transfer Individual All Calls, Three Way Calling, Touch Tone, Toll Diversion, Trunk Answer Any Station, and Two-Digit Speed Dialing Access.

2. **Monthly Rates:** Customer agrees to pay the Monthly Line Rate stated above for the Service throughout the Service Period. The Monthly Line Rate does not include the Federal End-User Common Line Charges ("BUCL"). In addition, Customer will pay all applicable taxes and any applicable service connection charges, nonrecurring charges and tariff surcharges.
3. **Service Period and Cutover.** Customer shall purchase such Services for a period of thirty-six (36) consecutive months following the execution of this Agreement, 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. Billing at the rates set forth herein for any existing lines of Service to be provided hereunder shall commence as of the start of the first monthly bill period following execution of this Agreement by both parties and receipt of all necessary regulatory and governmental approvals. Billing for any new lines to be provided hereunder shall commence as of the date each such line is cutover. Cutover of new lines of Service ordered hereunder will be scheduled to be cutover on a date to be mutually agreed upon by both parties. The Service Period for all lines of Services to be provided hereunder (both new and existing) will be deemed to commence as of the date that cutover of the lines of Service initially ordered hereunder is substantially completed.
4. **Minimum Line Obligation, Commitment Amount.** During the Service Period, the Customer shall have the obligation to pay at a minimum each month the rates applicable under this Agreement for a minimum quantity of four (4) lines of Service. Such minimum required payment shall be the "Commitment Amount."
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. During the Service Period, Customer may terminate a total of up to 20% of the

total number of lines (i.e., initial quantity plus additional lines) of Service provided hereunder without liability for termination charges. If, prior to expiration of the Service Period, Customer cancels or terminates any Services, other than 20% of the total number of lines provided hereunder, Customer will be required to pay termination charges as follows: \$16.00 for each terminated analog 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.

6. **Additional Lines and Features.** Customer may request the addition of up to 20% more lines of Service than the quantity initially ordered hereunder at the locations listed below. Provided FairPoint Communications - NNE has suitable facilities available to provide such additional Service at such location(s) at costs substantially similar to the cost to provide the initial quantity of Service ordered for the locations listed below, FairPoint Communications - NNE will provide such Service at the same Monthly Line Rate hereunder, plus tariffed installation charges, and no written amendment to this Agreement will be necessary. If Customer wishes to increase the number of lines of Service by more than such 20% increase, or increase traffic levels to exceed the 5 CCS referred to below, then FairPoint Communications - NNE reserves the right to determine if a different Monthly Line Rate will be required. If FairPoint Communications - NNE does not require a different Monthly Line Rate, then such additional lines may be provided hereunder at the applicable above Monthly Line Rate and a written amendment will not be required unless requested by FairPoint Communications - NNE. If a different Monthly Line is required by FairPoint Communications - NNE, then FairPoint Communications - NNE will determine the applicable rate and present it to Customer for its consideration. FairPoint Communications - NNE shall not be required to provide any such additional Services until and unless both parties mutually agree in writing to any such different Monthly Line Rate. The Service Period for all such additional lines of Service, or additional services or features, shall be coterminous with the Service Period set forth herein unless otherwise agreed to in writing.

If Customer requests a line type different from the type(s) of line previously provided hereunder, an amendment to this Agreement, signed by both parties and setting for the applicable rates and any other additional provisions, may be required by FairPoint Communications - NNE prior to the provision of any such different line type.

7. **Relocation, Additional Locations.** During the Service Period, Customer may request that Service be provided to locations in addition to, or in replacement of, the Locations listed below. Provided suitable facilities are available to provide such requested Service to such location(s), FairPoint Communications - NNE shall determine the additional recurring and/or non-recurring charges to be required for the provision of any such Service to any such locations and, upon Customer's written acceptance of such charges, the requested Service will be provided to such location(s). The charges for Service at any new locations will reflect costs and features associated with such location; and provided Customer commits to an equal or greater number of lines at the new location for an equal or greater term, FairPoint Communications - NNE will reduce the termination charges that would otherwise apply to the original location based upon FairPoint Communications - NNE's estimate of the extent to which it will re-use the network facilities at such locations to serve other customer(s) within a reasonable period of time. Except as may be otherwise agreed to in writing signed by both parties, all of the provisions of this Agreement apply to the provision of any such Service to any such locations.

8. **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, including average busy-season, busy-hour traffic not exceeding 5 CCS (hundred calling seconds) per analog line. Local service on the Centrex lines provided hereunder will be obtained from FairPoint Communications - NNE pursuant to applicable tariffs.
- b. **Channels.** Tariff rates and regulations apply for intraoffice and interoffice channels and channel terminations.
- c. **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.

- d. 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.
- e. Facilities. 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, 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.
- f. Location. The Service and charges set forth in this Exhibit are available to the Customer only at the following locations ("Locations"); upon mutual assent of the parties, other locations may be added to this Agreement provided FairPoint Communications - NNE has suitable facilities available, in accordance with the above.

Location:	Quantity of Initial System Lines
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