

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

5. Exchange Service
5.2 Application of Rates and Charges

5.2.1a Basic Exchange Service - Business

A. Business Exchange Rates are offered as follows.

1. Month-to-month.
2. Term commitments of 12-months, 24-months and 36 months

a. Early Termination Charges:

(i). If a customer terminates services before the end of their term commitment, the customer will pay early termination charges as specified in (ii) following. The customer will not pay termination liability charges under the following circumstances:

- If the customer terminates the service before the end of their term commitment in order to subscribe to another FairPoint service of greater value.
- If the customer terminates the service before the end of their term commitment in order to subscribe to another FairPoint service and commits to a term plan of a duration that is equal to or greater than the time remaining under their current term commitment.
- If the customer terminates service at the end of the final month of the term commitment.
- If the customer negotiates a new term commitment plan for the same service before the current term expires and the value of the new term commitment is equal to or greater than the remaining value of the current term commitment.

(ii). Early termination charges will be calculated as follows:

- If a customer cancels service within the first year of a term agreement, whether in a 1, 2 or 3 year agreement, the early termination fee is 100% of the remaining balance.
- If a customer cancels service within the second year of a term agreement, whether in a 2 or 3 year agreement, the early termination fee is 50% of the remaining balance.
- If a customer cancels service within the third year of a term agreement, in a 3 year agreement, the early termination fee is 25% of the remaining balance

(iii) End of Term Options. Prior to the end of the term commitment period, the customer may select one of the following options to be effective at the end of the term:

- Renew their term commitment,
- Arrange for termination of the service,
- Convert to month-to-month service.

In the event the customer does not select one of the above options, the customer will be converted to a successive one-year, two-year or three-year agreement at the same terms and conditions unless either party provides advance notice that it does not wish to renew the term.

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- (iv) Early termination charges will not be assessed under the following circumstances:
- If the rate for the service is increased during the term period, exclusive of any increase due to local, state or federal fees, taxes or surcharges.
 - The customer moves existing service to either a new location within the same address and/or same building (inside move) or to a new location at a different address and/or different building (outside move) and maintains that service for the remainder of the term; The number of lines in service at the new location must be greater than or equal to the number of lines in service at the former location. The agreement will be moved with the service.
 - The customer attempts to move the existing service to a new location within Company's service area, but the service is unavailable;
 - The customer renegotiates a new term commitment plan for the same service before the current term commitment expires and the value of the new term commitment is equal to or greater than the remaining value of the current term commitment; or,
 - The customer changes to another service or upgrades service to a higher speed or capacity under a term commitment, provided the value of the new term commitment is equal to or greater than the remaining value of the current term commitment, and the Company or its wireline affiliates provides the new service via tariff, similar documents, commercial agreements, or a Customer Specific Pricing Contract (CSP), or a Large System-Specific Pricing Plan (LSPP), and the order to discontinue the existing service and the order for the new or upgraded service are received by the Company or its wireline affiliates at the same time.
- (v) In the event the customer terminates service within the first 30 days, the customer will be liable for the applicable monthly rate incurred by the customer and non-recurring charges; however, the termination liability will be waived. If the customer terminates service after 30 days but prior to completion of the term commitment period, the customer shall be liable for an early termination charge and non-recurring charges.
- B.** Temporary suspension of service is applicable to Basic Exchange Service term plans as specified in the tariff.
- C.** Transfer of Service: At the sole discretion of the Telephone Company, written permission may be granted to assign the obligation to pay Term Commitment charges to another customer at the same location for a transfer of service charge and an S&E charge for transfer of service. In addition to assuming responsibility to pay the Term Commitment charges, the new customer assumes the conditions applicable to the Basic Exchange Service at the time of the transfer. Transfer of service without permission is not allowed.

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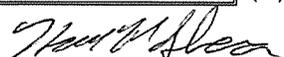
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- D. Line Additions: Additional lines may be added to an existing system at any time during the System's Term Commitment. The agreement for all growth lines will be coterminous with the expiration date of the system's Term Commitment. Regardless of when ordered, all lines are billed at the same rate.
- E. Service Establishment Charges:
 - 1. Business customers who sign up for any Term Commitment for Business Basic Exchange service in conjunction with the installation of a network access line will receive a waiver of the S&E charges associated with the installation of the network access line. Installation charges for DID service, S&E charges for moving and premises work charges are not included in the waiver for installing a network access line.
 - 2. The full S&E charge will be applied if the customer leaves FairPoint or cancels any term line before the completion of the term commitment. In addition, customers will be subject to termination liability of the term commitment for Business Basic Exchange service.

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1. Exchange and Network Services

1.5 Exchange Service

1.5.1 Basic Exchange Services–Composite Statewide Monthly Rates				
ID	Service Category	Rate Element	Rate	USOC
	Residence – Unlimited 1 party	Rate Group A	11.09	
		Rate Group B	12.08	
		Rate Group C	13.23	
		Rate Group D	14.39	
		Rate Group E	15.67	
	Residence – Unlimited 2 party	Rate Group A	8.78	
		Rate Group B	9.47	
		Rate Group C	10.20	
		Rate Group D	11.15	
		Rate Group E	12.20	
	Business – Unlimited 1 party	Rate Group A – Month-to-Month	27.68	1FB (C)
		Rate Group A - 1 Year Term	26.68	1FB (N)
		Rate Group A – 2 Year Term	25.68	1FB (N)
		Rate Group A – 3 Year Term	24.68	1FB (N)
		Rate Group B – Month-to-Month	31.69	1FB (C)
		Rate Group B – 1 Year Term	29.69	1FB (N)
		Rate Group B – 2 Year Term	27.69	1FB (N)
		Rate Group B – 3 Year Term	25.69	1FB (N)
		Rate Group C – Month-to-Month	35.87	1FB (C)
		Rate Group C – 1 Year Term	32.87	1FB (N)
		Rate Group C – 2 Year Term	29.87	1FB (N)
		Rate Group C – 3 Year Term	26.87	1FB (N)
		Rate Group D – Month-to-Month	40.25	1FB (C)
		Rate Group D – 1 Year Term	36.25	1FB (N)
		Rate Group D – 2 Year Term	32.25	1FB (N)
		Rate Group D – 3 Year Term	28.25	1FB (N)
		Rate Group E – Month-to-Month	44.61	1FB (C)
		Rate Group E – 1 Year Term	39.61	1FB (N)
	Rate Group E – 2 Year Term	34.61	1FB (N)	
	Rate Group E – 3 Year Term	29.61	1FB (N)	
	Business – Measured Service-4E	Rate Groups A thru E –Month-to-Month	20.84	B1M (C)
		Rate Groups A thru E – 1 Year Term	20.59	B1M (N)
		Rate Groups A thru E – 2 Year Term	20.34	B1M (N)

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ID	Service Category	Rate Element	Rate	USOC
	Business – Measured Service-4E	Rate Groups A thru E – 3 Year Term	20.09	B1M
1.5.2 Basic Exchange Services--Other				
ID	Service Category	Rate Element	Rate	USOC
	Trunk Lines - Residence	Unlimited – Note: Refer to the 1 party Unlimited service monthly exchange for for the specific exchange	See Note	
		Measured – Note: Refer to the 1 party Measured service monthly exchange rate	See Note	
		Measured Service-4E – Note: Refer to the 1 party Measured Service-4E monthly exchange rate	See Note	

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1.5.2 Basic Exchange Services–Other				
ID	Service Category	Rate Element	Rate	USOC
	Service and Equipment Charges	Business – To rearrange combined billing	13.00	
		Residence – To transfer service	11.00	
		Business – To transfer service	11.00	
		Residence – To install 7 digit intraLATA toll blocking	9.22	
		Business – To install 7 digit intraLATA toll blocking	15.03	

1.5.3 Measured Service–4E				
ID	Service Category	Rate Element	Rate	USOC
	Low Use	Residence - Monthly	6.06	
		Residence - Monthly Local Usage Allowance	1.50	
	Standard	Residence - Monthly	7.80	
		Residence – Monthly Local Usage Allowance	4.00	
		Business – Monthly Local Usage Allowance	6.00	
	Local Usage	Call Establishment – Call Area A – Per message	.04	
		Connection – Call Area A – Per minute or fraction thereof – Month-to-Month	.03	B1M (C)
		Connection – Call Area A – Per minute or fraction thereof – 1 Year Term	.029	B1M (N)
		Connection – Call Area A – Per minute or fraction thereof – 2 Year Term	.028	B1M
		Connection – Call Area A – Per minute or fraction thereof – 3 Year Term	.026	B1M (N)
		Call Establishment – Call Area B – Per message	.05	
		Connection – Call Area B – Per minute or fraction thereof – Month-to-Month	.04	(C)
		Connection – Call Area B – Per minute or fraction thereof – 1 Year Term	.039	(N)

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1.5.3 Measured Service-4E				
ID	Service Category	Rate Element	Rate	USOC
	Local Usage	Connection – Call Area B – Per minute or fraction thereof – 2 Year Term	.038	
		Connection – Call Area B – Per minute or fraction thereof – 3 Year Term	.036	
	Optional Detail of Local Usage	Residence – S&E – Per line or trunk	10.00	
		Residence – Monthly – Per line or trunk	.89	
		Business – S&E – Per line or trunk	13.00	
		Business – Monthly – Per line or trunk	2.98	

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