

**SPECIAL CONTRACT FOR SERVICE**

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

**WITH**

**People's United Bank**

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

WITH

People's United Bank

SPECIAL CONTRACT  
SUPPORTING MATERIAL

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**SECTION 1**

**CONTRACT OVERVIEW**

## **OVERVIEW OF CONTRACT**

### **People's United Bank**

The purpose of this filing package is to 1) provide supporting documentation for the Special Contract for Centrex, ISDN PRI, and Basic Exchange Access Lines (POTS) between FairPoint Communications-NNE and People's United Bank and 2) request full approval of this Agreement from the New Hampshire Public Utilities Commission.

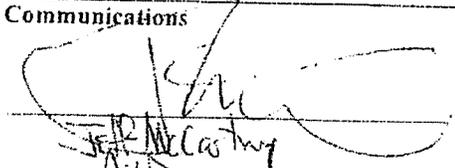
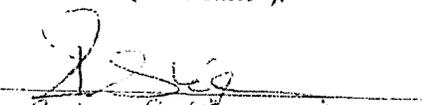
The Contract provides special pricing for Centrex, ISDN PRI and POTS. The Services will revert back to month-to-month tariff rates unless Customer negotiates a new agreement or terminates Services in writing.

**SECTION 3**

CONTRACT



SERVICES AGREEMENT

<p><b>FairPoint Communications</b></p> <p>By: </p> <p>Name: <u>Jeff McCaskey</u></p> <p>Title: <u>AVP</u></p> <p>Date: <u>12/29/09</u></p>	<p><b>People's United Bank ("Customer"):</b></p> <p>By: </p> <p>Name: <u>Philip E. Sheeringa</u></p> <p>Title: <u>President &amp; CEO</u></p> <p>Date: <u>12/29/09</u></p>
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1. **Services.** Customer hereby requests and agrees to purchase from the FairPoint Communications Company identified in the applicable exhibit (hereinafter referred to as "FairPoint Communications") the services identified in the attached exhibit(s) (the "Services") pursuant to the terms and conditions of this Services Agreement (the "Agreement"). The Services will be provided to Customer locations specified in the exhibit(s). This Agreement and any Exhibit(s) hereto (the "Exhibit(s)") become binding when signed by an authorized FairPoint Communications representative. Services will be provided to Customer and any Customer affiliates expressly listed herein. Under no circumstances may the Customer resell the Services being provided under the rates, terms and conditions of this Agreement.

2. **Customer Responsibilities.**

2.1 With respect to each Customer-designated location, Customer is responsible for taking all steps necessary to connect the Service at such location, including the payment of associated costs and those associated with Customer personnel, the securing of rights-of-way, and the furnishing of electrical power, heating, ventilating and cooling. The selection of AC or DC power must be mutually agreed to by Customer and FairPoint.

2.2 Customer also undertakes (without limitation) to, obtain, install and maintain all equipment, materials and supplies necessary to connect any communications system of the Customer ("Customer Equipment"), to the Service, as well as fulfillment of the following: (a) secure all licenses, permits, and other arrangements necessary for connection; (b) make necessary arrangements in order that FairPoint Communications will have access to such locations at reasonable times for installing, testing, repairing or removing the Service; (c) protect the privacy of any communications carried over FairPoint Communications' or its affiliate's facilities; (d) ensure that Customer Equipment is properly interfaced with the Service and that emit signals that: (i) are of the proper mode, bandwidth, power, data speed and signal level for the intended use of the Customer; (ii) are fully compliant with the generally accepted minimum protective standards of the telecommunications industry as endorsed by the FCC; and (iii) do not damage FairPoint Communications or its affiliates' facilities, injure their personnel or degrade service to other FairPoint Communications customers or that of its affiliates.

2.3 If Customer (or its agent, contractor, or user) fails to maintain and operate Customer Equipment properly, with resulting imminent harm to FairPoint Communications' network, FairPoint Communications personnel or other FairPoint Communications services, FairPoint Communications may, upon written notice, require the use of protective interface equipment at Customer's expense. If this action fails to produce satisfactory quality and safety results, FairPoint Communications may, immediately upon written notice, suspend the Service without liability. During any such period of suspension, any credit allowance for Service interruptions set forth herein does not apply. Customer shall also reimburse FairPoint Communications for damages to

FairPoint Communications facilities caused by the negligence or willful act of Customer, resulting from Customer's improper use of the Customer Equipment or the Service. Should FairPoint Communications install equipment that when used as intended by FairPoint Communications causes damage to Customer facilities or equipment. FairPoint Communications shall reimburse Customer the customer for such damage to facilities or equipment.

- 2.4 Customer must notify FairPoint Communications of any interruption of Service. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer and is not in the Customer Equipment.
- 2.5 Customer is solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of Services.
- 2.6 Neither Customer nor its agents, subcontractors, third parties or users may rearrange, disconnect, move, remove, modify, or attempt to repair any facilities or Service provided by FairPoint, other than by connection or disconnection to any interface means used, without the prior written consent of FairPoint.
- 2.7 Customer is responsible to perform any error detection and error correction of data generated by Customer Equipment. FairPoint Communications assumes no responsibility for the quality of the signal generated by the Customer or any Customer Equipment and will deliver the signal to the receiving location in the same format and condition as generated by Customer.

### 3. Service Limitations.

- 3.1 The Service may not be used for any unlawful purpose.
- 3.2 The facilities used to provide the Service will be exclusively of FairPoint Communications' choosing. FairPoint Communications may at any time substitute facilities used to provide the Service, or it may substitute comparable service, for the Service being provided to Customer. Any such substituted service shall be comparable and not result in any degradation of service provided to Customer. FairPoint Communications facilities and equipment placed on Customer premises that are utilized by FairPoint Communications to provide Service remain the property of FairPoint. Such facilities must be returned to FairPoint Communications by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear will permit.
- 3.3 FairPoint Communications' provision of Service is subject to authorization to operate in the jurisdiction(s) where the Services are provided. The obligation of FairPoint Communications to provide Service is dependent upon its ability to procure, construct, and maintain facilities that are required to meet Customer's order for service. FairPoint Communications will make all commercially reasonable efforts to secure the necessary facilities, providing such Service will not adversely affect FairPoint Communications services.
- 3.4 FairPoint Communications reserves the right to perform network upgrades as required to maintain the Service performance. FairPoint Communications will make commercially reasonable efforts to perform these upgrades between the hours of 11 PM and 7 AM local time and to provide notice to Customer. FairPoint Communications reserves the right to perform maintenance at any time, at its discretion, when it believes such unscheduled maintenance is necessary to maintain Service or network performance.
- 3.5 Except as set forth in the Exhibit, FairPoint Communications is not subject to any performance intervals, performance measurements, performance credits, penalty payments or the like associated with the performance of this Agreement.

- 3.6 No license (other than the limited license to use) is granted by FairPoint Communications nor may any be implied or arise by estoppel, with respect to the Service.
- 3.7 The use and restoration of Service during emergency conditions will be performed consistent with applicable law and regulation and the Plan (as defined in Section 12).
4. **Service Period.** Customer shall purchase the Services identified in such Exhibit for the period of time stated in the Exhibit ("Service Period"). Unless otherwise stated in the Exhibit, the Service Period will begin when any work or installation of facilities needed to provide the Service is completed and the Service is turned over to the Customer for use. At the end of the Service Period, unless otherwise stated in an Exhibit, the terms and conditions set forth herein will continue in full force and effect until a new agreement is entered into or the Service is terminated ("Extended Service Period"). Although the terms and conditions will continue to apply, FairPoint Communications may charge its then-current month-to-month rates for the Service. Either party may thereafter cancel this Agreement without further liability by either party upon thirty (30) days prior written notice to the other party.
5. **Charges.** Customer is responsible for payment to FairPoint Communications or to any entity designated by FairPoint Communications as its collection agent for all rates and charges set forth in the Exhibit and associated with the Service, including any applicable early termination charges ("Charges"). This responsibility for payment of the Charges is not changed by virtue of any use, misuse, abuse or fraudulent use of the Service by Customer or third parties including, without limitation, the Customer's employees or other members of the public. The Charges may include: (a) non-recurring or onetime Charges that are payable when the service with which they are associated has been performed; (b) recurring Charges which are not dependent on usage (which may be billed in advance); or (c) usage Charges billed after each usage cycle associated with the Service. If an entity other than FairPoint Communications (e.g., another carrier or a supplier) imposes charges on FairPoint Communications in connection with the Service, those charges, along with any applicable Charges, will be imposed on Customer.
6. **Taxes and Surcharges.**
- 6.1 FairPoint Communications Charges are exclusive of the following charges: (a) all applicable federal, state, local, and foreign sales, use, excise, utility, gross receipts, value added or other taxes ("Taxes"); and (b) all applicable surcharges, including but not limited to charges to recover amounts FairPoint Communications is required or permitted by a governmental or quasi-governmental authority to collect from others or pay to others in support of statutory or regulatory funds or programs ("Surcharges"). Examples of Surcharges include, but are not limited to Universal Service funding, license tax, permit fees, or franchise fees.
- 6.2 FairPoint Communications may elect to impose and collect such Taxes and/or Surcharges, unless otherwise constrained by court order or direction. Customer agrees to pay all Taxes and Surcharges imposed. If Customer provides FairPoint Communications with a duly authorized exemption certificate, FairPoint Communications will exempt Customer in accordance with law, effective on the date FairPoint Communications receives the certificate.
- 6.3 Any adjustment to, or imposition of, Taxes and Surcharges under this Section 6 may be made without prior notice to Customer.
7. **Billing and Payment.** FairPoint Communications will invoice Customer monthly. Payments will be due forty-five (45) days from the invoice date unless a different due date appears on the invoice. Payments received after the due date may be subject to a late payment charge of 1.5% per month or the maximum rate permitted by law, whichever is lower, on all overdue amounts until Customer's account is current. Should Customer have a billing dispute, Customer must provide notice to FairPoint Communications in writing within thirty (30) days of the invoice date with an explanation of the disputed invoiced amount, and Customer shall pay the undisputed portion. If FairPoint Communications determines that a disputed

charge was billed correctly, payment is due from Customer within five (5) days after FairPoint Communications advises Customer that the dispute is denied. Customer shall pay disputed amount by such date or commence Dispute Resolution procedures under Section 16.

8. **Service Termination by Customer.** If Customer terminates the Service subsequent to the execution of this Agreement by both parties, Customer shall pay all applicable Charges for early termination of the Service as specified in the Exhibit(s). Termination of the Service must be in writing to FairPoint Communications and FairPoint Communications has up to ten (10) days to complete the disconnection of the Service. Customer is responsible for all Charges for the Service during such ten (10) days. This 10-day period begins on the day FairPoint Communications receives Customer's written termination notice from Customer. Notwithstanding the foregoing, Customer may terminate this Agreement or any part of the Services in the event the Office of Thrift Supervision (the "OTS") requires termination for any reason, including without limitation when the OTS formally objects to Customer's arrangement with FairPoint Communications. In the event of any such OTS requirement or objection Customer shall provide to FairPoint Communications documentation of the OTS requirement or objection and upon FairPoint Communications' acknowledgement Customer shall only be liable for fifty percent (50%) of the ordinarily applicable early termination liability or termination charges associated with Customer's termination of this Agreement or any part of the Services.

9. **Suspension of Services by FairPoint.** FairPoint Communications may suspend, or limit use of the Services provided under this Agreement without liability and with notice as required by law to Customer, for the following reasons: a) The Service is being used in material violation of any applicable federal, state, or local law, ordinance or regulation; b) The Services are being used in an unauthorized or fraudulent manner; c) The use of the Services adversely affects FairPoint Communications' equipment or its service to others; d) A court or other governmental authority having jurisdiction issues an order prohibiting FairPoint Communications from furnishing the Services to Customer; or e) Customer fails to pay undisputed charges for Services provided. FairPoint Communications may at its sole discretion undertake actions or direct Customer to undertake actions to remediate any circumstance giving rise to a right of termination as described above. Such remediation activity shall not constitute a waiver of any right of termination.

10. **Limited Warranty.**

FAIRPOINT COMMUNICATIONS WILL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICES SUBSTANTIALLY IN ACCORDANCE WITH ANY SERVICE DESCRIPTIONS SET FORTH IN THIS AGREEMENT. IF THE SERVICES DO NOT FUNCTION SUBSTANTIALLY IN ACCORDANCE WITH SUCH SERVICE DESCRIPTIONS, THROUGH NO FAULT OF CUSTOMER OR ITS AGENTS AND NOT DUE TO SCHEDULED MAINTENANCE, FAIRPOINT COMMUNICATIONS' SOLE OBLIGATION IS TO REPAIR AND RESTORE THE SERVICES AT FAIRPOINT COMMUNICATIONS' EXPENSE AND TO PROVIDE TO CUSTOMER ANY CREDITS FOR THE AFFECTED SERVICES IN ACCORDANCE WITH THIS AGREEMENT OR THE APPLICABLE EXHIBIT. THE FOREGOING WARRANTY AND REMEDY IS FAIRPOINT COMMUNICATIONS' EXCLUSIVE WARRANTY AND CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY, UNLESS OTHERWISE STATED IN AN APPLICABLE EXHIBIT HERETO. FAIRPOINT COMMUNICATIONS HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

11. **Limitation of Liability.**

11.1 EXCEPT FOR PAYMENT BY CUSTOMER OF AMOUNTS OWED TO FAIRPOINT COMMUNICATIONS FOR SERVICES PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY IS LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL,

EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT, UNDER ANY THEORY OF TORT, CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. FAIRPOINT COMMUNICATIONS LIABILITY TO CUSTOMER FOR ANY OTHER DAMAGES DUE TO FAILURES IN THE SERVICES OR OTHERWISE ARISING UNDER THIS AGREEMENT, WHETHER CAUSED BY FAIRPOINT COMMUNICATIONS' NEGLIGENCE OR BREACH OF THIS AGREEMENT, ARE LIMITED TO THE TWELVE MONTHS OF CHARGES FOR THE SERVICES AFFECTED BY ANY SERVICE FAILURE FOR THE PERIOD OF SUCH FAILURE, UNLESS OTHERWISE SPECIFIED AS PART OF A SERVICE LEVEL AGREEMENT IN AN APPLICABLE EXHIBIT. FAIRPOINT COMMUNICATIONS MAY FROM TIME TO TIME PROVIDE ADVICE, MAKE RECOMMENDATIONS OR SUPPLY OTHER ANALYSIS RELATED TO THE SERVICES IN THIS AGREEMENT AND WHILE FAIRPOINT COMMUNICATIONS SHALL USE REASONABLE EFFORTS IN THIS REGARD, CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS LIMITATION OF LIABILITY APPLIES TO THE PROVISION OF SUCH ADVICE, RECOMMENDATIONS AND ANALYSIS.

11.2 Nothing contained in Section 11 excludes or limits liability: (a) under Section 15, Indemnification, or Section 6, Taxes and Surcharges; (b) for any Obligation to indemnify, defend and/or hold harmless that a party may have under this Agreement; or (c) for direct damages arising out of or resulting from bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person.

12. **Force Majeure.**

12.1 Neither party is liable for any delay or failure in performance under this Agreement arising out of acts or events beyond its reasonable control, including but not limited to acts of God, war, terrorist acts, fire, flood, severe weather, cut cable, explosion, riot, embargo, acts of the Government or third parties, labor disputes or strikes, or unavailability of necessary facilities or equipment (a "Force Majeure Event").

12.2 Nothing contained herein shall excuse FairPoint Communications from implementing its business continuity and disaster recovery plans. FairPoint Communications represents that it has implemented, and shall continue to maintain throughout the term of this Agreement, the disaster recovery and business continuity plan attached hereto as Exhibit 5 (the "Plan"). FairPoint Communications will respond in accordance with the Federal government Telecommunications Service Priority (TSP) program to events impacting FairPoint Communications' operations and obligations in times of emergency; provided however that Customer must undertake to obtain TSP certification for any services Customer desires TSP designation. FairPoint Communications represents that it does and shall continue to conduct a sufficient number of tests of the Plan each year.

12.3 Upon the occurrence of a Force Majeure Event, FairPoint Communications shall immediately (i) notify Customer, (ii) use its reasonable efforts to mitigate any disruption to the Services, (iii) restore the Services to the levels required under this Agreement as soon as possible, and (iv) notify Customer of the anticipated restoration time as estimated by FairPoint Communications, acting in good faith. In the event the anticipated restoration time is unacceptable in Customer's sole discretion, Customer may elect to terminate this Agreement upon written notice to FairPoint Communications, whereupon all Fees shall be adjusted as of the date of the occurrence of the Force Majeure Event and FairPoint Communications shall waive otherwise ordinarily applicable early termination liability.

13. **Default.** If FairPoint Communications fails to substantially perform its obligation to provide the Service

in accordance with this Agreement, or if Customer fails to substantially perform its obligations hereunder in connection with the Service, and such failure is not cured within thirty (30) calendar days following receipt of a default notice in writing from the other party, then the non-defaulting party has the right to terminate this Agreement. FairPoint Communications may also terminate this Agreement if Customer fails to pay any invoice (excluding Disputed Claim amounts) within 30 days after the invoice date, which failure has not been cured within 10 days of receiving notice of the failure to pay. Upon termination of the Agreement, Customer is liable for any unpaid charges for the terminated Service incurred up to the time of termination of the Agreement. If such termination is due to the default of Customer, then Customer is required to pay the applicable termination liability charges as set forth in the Exhibit. Termination of the Service for any cause does not release either party from any liability which at the time of termination had already accrued or which thereafter accrues for any act or omission occurring prior to the termination or from an obligation which is expressly stated in the Agreement to survive termination.

**14. Intellectual Property.**

- 14.1 Except as expressly stated in this Agreement, this Agreement may not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by either party. Except as expressly stated in this Agreement or in accordance with the terms of a separate license agreement between the Parties granting such rights, neither party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right, of the other party.
- 14.2 FAIRPOINT COMMUNICATIONS SHALL INDEMNIFY CUSTOMER AGAINST ANY THIRD PARTY CLAIMS THAT SERVICES PROVIDED BY FAIRPOINT COMMUNICATIONS AND USED BY CUSTOMER FOR PURPOSES AS INTENDED BY FAIRPOINT COMMUNICATIONS VIOLATE THE INTELLECTUAL PROPERTY RIGHTS OF SUCH THIRD PARTY.
- 14.3 Customer agrees that the Services provided by FairPoint Communications hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between FairPoint Communications and FairPoint Communications' vendors. FairPoint Communications agrees to advise Customer, directly or through a third party, of any such terms, conditions or restrictions that may limit any Customer use of Services provided by FairPoint Communications that is otherwise permitted by this Agreement.

**15. Indemnification.**

- 15.1 Each party and its affiliates ("Indemnifying Party") shall indemnify, defend and hold harmless the other party, each from and against any and all Third Party Claims (as defined below) that arise out of bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, to the extent such injury, death, damage, destruction or loss, was proximately caused by the negligence or intentionally wrongful acts or omissions of the Indemnifying Party in connection with this Agreement. For purposes of this Agreement, "Third Party Claims" means a claim where there is (a) a claim, demand, suit or action by any third party who is not a party to this Agreement, (b) a settlement with, judgment by, or liability to, any third party who is not a party to this Agreement, or (c) a fine or penalty imposed by any third party who is not a party to this Agreement.
- 15.2 Customer (the Indemnifying Party under this Section 15.2) shall indemnify, defend and hold harmless FairPoint, its affiliates, shareholders, owners, directors, officers, employees and agents (the "Indemnitees" under this Section 15.2) from and against any and all claims, suits, expenses, losses, demands, actions, causes of action, judgments, fees and costs of any kind or nature

whatsoever ("Claims") arising from or related to any Customer's use or Customer's attempted use of the Services in any manner other than the manner intended by FairPoint Communications or any Customer resale of Service or other use of the Services by third parties allowed by Customer.

15.3 FairPoint Communications (the Indemnifying Party under this Section 15.3) shall indemnify, defend and hold harmless Customer, its affiliates, shareholders, owners, directors, officers, employees and agents (the "Indemnitees" under this Section 15.3) from and against any and all Claims arising from or related to (i) any breach by FairPoint Communications of the provisions of Section 32, Information Security, or (ii) any breach by FairPoint Communications of the provisions of Section 18, Law Enforcement, or FairPoint Communications' gross negligence or willful misconduct. Such indemnification shall be limited to the total dollar value of the remaining monthly recurring charges (MRCs) for the remainder of the committed terms of all then provided services as described in any service attachments.

15.4 The defense and indemnification obligations set forth in this Section 15 are contingent upon (1) the Indemnitee providing the Indemnifying Party prompt, written, and reasonable notice of any Third Party Claim subject to indemnification, (2) the Indemnitee granting the Indemnifying Party the right to control the defense of the same, and (3) the Indemnitee's full cooperation with the Indemnifying Party in defense of the Third Party Claim, including providing information and assistance in defending such claim. Nothing herein, however, restricts the Indemnitee from participating, on a non-interfering basis, in the defense of the Third Party Claim at its own cost and expense with counsel of its own choosing. No settlement may be entered into by the Indemnifying Party on behalf of the Indemnitee that includes obligations to be performed by the Indemnitee (other than payment of Money that will be fully paid by the Indemnifying Party under this Section 15) without Indemnitee's prior written approval.

15.4 Each party's obligations under this Section 15 will survive expiration, cancellation or termination of this Agreement.

16. **Dispute Resolution.** Any controversy, claim, or dispute ("Disputed Claim") arising out of or relating to this Agreement must follow the dispute resolution process stated in this Agreement. Any Disputed Claims, other than claims relating to indemnification and equitable relief, that are not resolved by the parties directly must be resolved by binding arbitration of a single arbitrator in accordance with the rules of the American Arbitration Association at a mutually agreed upon location. The decision of the arbitrator must be based upon this Agreement and applicable law. The decision of the arbitrator must be reduced to writing, is final and binding except for fraud, misconduct, or errors of law, and judgment upon the decision rendered may be entered in any court having jurisdiction thereof. In all arbitrations, the arbitrator must give effect to applicable statutes of limitation subject to limitation of actions terms set forth in this Agreement and does not have authority to award relief in excess of what this Agreement provides, to award punitive damages, or to order consolidation or class arbitrations. The parties agree that any such claims arising under this Agreement must be pursued on an individual basis in accordance with the procedure noted above. Even if applicable law permits class actions or class arbitrations, the procedure agreed to herein applies and the parties waive any rights to pursue any claim arising under this Agreement on a class basis.

17. **Confidential Information.** Except as required by law or regulation, each party promises that during the Service Period stated in each Exhibit, as applicable, and for three 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.

**18. Law Enforcement.**

18.1 Each party may cooperate with law enforcement authorities and national security authorities to the full extent required by applicable law in matters related to the Services provided by it under this Agreement, including the production of records, the establishment of new lines or the installation of new services on an existing line in order to support law enforcement and/or national security operations, the installation of wiretaps, trap-and-trace facilities and equipment, and dialed number recording facilities and equipment.

18.2 A party does not have the obligation to inform the other party or the customers of the other party of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by applicable law.

**19. Entire Agreement; Severability.** This Agreement, including Exhibits and any Addenda made a part hereof, constitutes the entire agreement of the parties pertaining to the subject matter herein and supersedes all prior agreements, negotiations, and representations, whether written or oral, concerning such subject matter. No representations or warranties express or implied, have been made or relied upon in the making of this Agreement other than those specifically contained in this Agreement. Unless specified otherwise, this Agreement may be modified or amended only if done in writing and signed by both Parties. All provisions of this Agreement are severable, and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the remaining provisions. The remaining provisions will be interpreted in such a manner as to carry out the full intention of the parties.

**20. Waiver.** Either party's failure to enforce any of the provisions of this Agreement or to exercise any right or option is not a waiver of any such provision, right, or option, and does not affect the validity of this Agreement. Any waiver must be written and signed by the Parties. If any provision of this Agreement or the provision of any Service under the terms hereof is held to be illegal, invalid, or otherwise prohibited under applicable law or regulation in any State or jurisdiction, then this Agreement must be construed as if not containing such provision or not requiring the provision of such invalid, illegal, or prohibited Service in such State or jurisdiction.

**21. Independent Contractor Relationship; No Agency.**

21.1 The personnel of Customer and of FairPoint Communications are not agents or employees of the other and Customer and FairPoint Communications are each an independent contractor for all purposes and at all times in connection with provision of Services under this Agreement. Except as otherwise provided herein, neither Customer nor FairPoint Communications has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other or bind the other in any respect whatsoever. Customer and FairPoint Communications each shall indemnify, hold harmless and defend the other against any liabilities, claims, losses and damages (including costs, expenses and reasonable attorneys' fees) arising out of its failure to comply with this provision and any laws, rules or regulations applicable to this provision.

21.2 FairPoint Communications hereby represents that all individuals performing the Services on behalf of FairPoint Communications are properly trained and licensed, have significant experience in

performing the Services, will act in a professional manner, and will comply with all of Customer's applicable security and safety regulations. FairPoint Communications shall be responsible to Customer for the acts and omissions of any and all personnel performing Services within the scope of their employment.

21.3 FairPoint Communications represents that no personnel performing Services has been convicted of a felony. FairPoint Communications shall conduct pre-employment background checks on all personnel. Customer shall be entitled, upon notice to FairPoint Communications, to audit compliance with this provision.

22. **Assignment.** Either party may assign this Agreement or any of its rights hereunder to an affiliate or successor upon notice to the other party. If Customer assigns this Agreement to an affiliate or successor, then that affiliate or successor must meet FairPoint Communications' creditworthiness standards for the assignment to become effective. Any attempted transfer or assignment of this Agreement by one party to any other third party without prior written consent is null and void.

23. **Notices.** All notices, requests, or other communications (excluding invoices) hereunder must be in writing and transmitted via overnight courier, electronic mail, hand delivery, or certified or registered mail, postage prepaid and return receipt requested to the Customer and to FairPoint Communications at the addresses below, unless otherwise stated in the Agreement.

<b>To Customer</b>	<b>With a copy to:</b>
People's United Bank, 850 Main Street Bridgeport, CT 06604 ATTN Telecom	

<b>To FairPoint Communications</b>	<b>With a copy to:</b>
FairPoint Communications Offer Management 45 Forest Ave Portland, ME 04101	FairPoint Communications Office of the General Counsel 521 East Morehead Street, Ste. 250, Charlotte, N.C. 28202

24. **Compliance With Laws.** Each party shall comply with the provisions of all applicable federal, state and local laws, ordinances, regulations and codes in its performance under this Agreement. The terms and conditions that shall apply in connection with the Services regulated by the Public Utility Commission or Public Service Board having jurisdiction over such 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 Public Utility Commission or Public Service Board and/or the Federal Communications Commission. For such regulated services, this Agreement (including the Exhibit(s) attached hereto and made a part hereof) and all applicable tariffs constitute the entire agreement between the parties. The Services are subject to such orders, rulings, and tariffs now or hereafter issued or filed with the Federal Communications Commission (FCC) and/or the applicable state regulatory commission if and to the extent required by law. In the event of a conflict between the terms of any such tariffs and this Agreement, the terms of such tariffs will apply to the extent required under applicable law. 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.

25. **Applicable Law.** In the event of any claim or dispute, the laws of the jurisdiction in which FairPoint Communications provides to Customer the particular Service that is the subject of such claim or dispute will apply, without regard to its choice of law provisions. If Service provided is multi-jurisdictional, then the laws of the State of New York will apply, without regard to its choice of law provisions.
26. **Interpretation.** Nothing in this Agreement may be construed or interpreted for or against either Customer or FairPoint Communications because that party drafted or caused that party's legal representative to draft any of its provisions.
27. **Limitation of Actions.** A party may bring no action or demand for arbitration arising out of this Agreement more than two (2) years after the cause of action has accrued. The parties waive the right to invoke any different limitation on the bringing of actions under state or federal law. FairPoint Communications will make no refund of overpayments by Customer unless the claim for such overpayment, together with proper evidence, is submitted within two (2) years from the date of the alleged overpayment.
28. **Good Faith Performance.** The Parties shall act in good faith in their performance of this Agreement. Except as otherwise expressly stated in this Agreement (including where consent, approval, agreement or a similar action is stated to be within a party's sole discretion), where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action will not be unreasonably withheld, conditioned or delayed.
29. **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.
30. **Order of Precedence.** The contractual relationship between FairPoint Communications and Customer is governed by the following order of precedence with the item following (i) given the highest order of precedence in resolving conflicts in terms: (i) tariffs, and (ii) Exhibits, and (iii) these terms and conditions.
31. **Authority.** Each signatory to this Agreement represents and warrants that he or she has authority to bind the entity on whose behalf he or she is executing this Agreement.
32. **Information Security.** Non-Public Personal Information has the meaning ascribed to it in Title V of the Gram Leach Bliley act of 1999 or any successor federal statute, and the rules and regulation there under, all as may be amended or supplemented from time to time ("GLBA"). In the event that FairPoint Communications is a qualified Nonaffiliated Third Party as defined in Section 509(5) of GLBA or a Service Provider as defined in the Interagency Guidelines Establishing Standards for Safeguarding Customer Information promulgated by the federal banking regulators on February 1, 2001 (the "Guidelines"), then FairPoint Communications shall adhere to the applicable requirements of GLBA and the Guidelines including the establishment of an Information Security Program. The parties acknowledge and agree that FairPoint Communications, in the normal course of its business of providing Services to Customer hereunder, does not require or request access to Non-Public Personal Information. Customer agrees to make best efforts to prevent FairPoint Communications from obtaining access to Customer's Non-Public Personal Information as part of its obligation under federal law to protect against unauthorized access to Non-Public Personal Information. In the event FairPoint Communications learns of an incident of unauthorized access to or misuse of or improper disposal of Non-Public Personal Information by FairPoint Communications or its employees, agents, subcontractors, or other third parties, FairPoint Communications shall reasonably: (i) notify Customer of the facts and circumstances giving rise to such incident; (ii) assess the nature and scope of the incident and identify what specific Non-Public Personal Information and what types of Non-Public Personal Information have been