

SPECIAL CONTRACT FOR SERVICE

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

WITH

Metropolitan Life Insurance Company

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d/b/a FairPoint Communications-NNE

WITH

Metropolitan Life Insurance Company

SPECIAL CONTRACT
SUPPORTING MATERIAL

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SECTION 1

CONTRACT OVERVIEW

OVERVIEW OF CONTRACT

Metropolitan Life Insurance Company

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 Metropolitan Life Insurance Company and 2) request full approval of this Agreement from the New Hampshire Public Utilities Commission.

The Contract provides ISDN PRI with Port and LDC at special rates for a twenty four (24) month term. ISDN-PRI services allow the customer to have Caller ID without name and Caller ID with name. Customer may order additional Service at the same rates during the first twelve (12) months of the Service Period. 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
(ICB)**

Customer Name: Metropolitan Life Insurance Company **Main Billing Telephone #:** 6032223600

Address: PO Box 3871
Milford CT 06460-8771

Account Number:

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 the rates and charges set forth in the attached Exhibit 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.

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 jurisdiction 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 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) No party hereto shall assign this Agreement or any rights or obligations hereunder to any third party without the prior written consent of the other party hereto, and any such attempted assignment or delegation without the prior written consent of the other party shall be void and of no force or effect; provided, however, that either Party may assign its rights and/or obligations hereunder to any of its affiliated entities or successors-in-interest to substantially all of its assets. This Agreement shall be binding upon the parties' respective successors and permitted assigns.

(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:

**COMPANY: METROPOLITAN LIFE
INSURANCE COMPANY**

By: _____

Name: James E. Azzinaro

Title: VP MetLife

Date: 1/20/2018 Vendor Management

**NORTHERN NEW ENGLAND TELEPHONE
OPERATIONS LLC d/b/a FAIRPOINT
COMMUNICATIONS-NNE**

By: _____

Name: Jeff McCarthy

Title: AVP Business Sales

Date: 1/28/10

EXHIBIT A

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

STATE: New Hampshire

CUSTOMER NAME: Metropolitan Life Insurance Company

- 1. Service, Rates and Quantity Commitment.** Customer agrees to purchase Integrated Services Digital Network ("ISDN") Primary Rate Interface ("PRI") (the "Service") from FairPoint Communications-NNE at the rates 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 tariffs rates and charges, or if no tariff is applicable, at FairPoint Communications-NNE's then-current retail rate. Customer shall provide to FairPoint Communications-NNE at each Customer location suitable and secure space, with suitable environmental conditions and uninterruptible power supply, building entrance facilities and conduit, for placement of the facilities and equipment to be used by FairPoint Communications-NNE to provide such Service.
- 2. Rates and Quantity Commitments.** Customer agrees to purchase the Service from FairPoint Communications-NNE at the rates set forth below and in quantities set forth below for the Service Period identified below.

Minimum Quantity	Service Item	NRC (Each)	NRC Total	Monthly Unit Rate (Each)	Total Monthly Rate
2	ISDN Port			247.80	495.60
2	Local Distribution Channel			150.00	300.00
2	Caller Identification			30.00	60.00
4	DID			5.00	10.00
	Total				865.60

Edwards
120
(FD)
\$ 875.60

- 3. Service Period.** Customer shall purchase the Service for a period of twenty four (24) 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 Services under the terms hereof ("Service Period"). The Service ordered hereunder shall be scheduled to be installed before the completion of 6 months of the Service Period. Customer may order additional Service at the rates set forth above during the