

OVERVIEW OF CONTRACT

[REDACTED]

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

The Contract provides DID 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)

Table with 2 columns: Customer Name, Address, Main Billing Tel. No., Account No.

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...

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...

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...

Miscellaneous. (a) Neither party will disclose the terms of this Agreement to any other person without the prior written consent of the other party. (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...

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...

AGREED AND ACCEPTED:

Table with 2 columns: Customer, By, Name, Title, Date. Includes handwritten signatures and dates.

State: New Hampshire

Customer name: [REDACTED]

1. **Service, Rates and Quantity Commitment.** Customer agrees to purchase Direct Inward Dialing (DID) Service (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.

| Quantity | Service Item | NRC | Monthly Unit Rate (Each) |
|----------|------------------------------------|------|--------------------------|
| 1 | DID numbers (Block of 100 numbers) | 0.00 | 5.00 |

3. **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 Services under the terms hereof ("Service Period"). Customer may order additional Service at the rates set forth above during the Service Period. The Service Period for all Services ordered hereunder shall be coterminous. Termination charges will apply to all Service disconnected prior to the end of the Service Period.

4. **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 one hundred percent (100%) 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.

5. **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. If, at the time of the expiration of the Service Period, a new agreement with FairPoint Communications-NNE for the Services is not effective, and Customer does not request discontinuance of the Services in writing, then the Services will be continued on a month-to-month basis at the tariff rates then applicable to such Service, or, if no tariff is applicable to such Service, at FairPoint Communications-NNE's then-current retail rate, except that Services shall then be subject to termination by either party upon thirty (30) days prior written notice to the other party.

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.