

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

ORIGINAL	Page 4 Original
N.H.P.U.C. Case No. <u>DT 14-102</u>	
Exhibit No. <u>#5</u>	
Witness <u>Ryan P. Taylor</u>	

1. Catalog Information and General Regulations

1.1 Catalog Information

1.1.6	Definitions
Additional Listing - A listing in addition to the initial or joint user listing provided with the customer's service.	
Authorized Protective Connecting Module - A protective unit designed by the Telephone Company and manufactured under the control of the Telephone Company quality assurance procedures. This unit is incorporated in a customer provided answering device.	
Authorized User - An individual authorized by the Telephone Company to use a customer's telephone service. It includes members of the household, employees, or agents of the customer, residential tenants of hotels, clubs, etc.; and joint users as arranged for. The term authorized user, used in connection with private line service, denotes a person, firm or corporation designated by the customer and authorized by the Telephone Company to use the customer's service.	
Basic Service - "Basic Service" means: (1) safe and reliable single-party, single line voice service; (2) the ability to receive all noncollect calls, at telephone lines capable of receiving calls, without additional charge; (3) the ability to complete calls to any other telephone line, which is capable of receiving calls, in the state; (4) the opportunity to presubscribe to interLATA toll carriers; (5) the opportunity to presubscribe to intraLATA toll carriers; (6) dialing parity; (7) number portability; (8) enhanced 911, pursuant to the requirements of the department of safety bureau of emergency communications or its successor agency; (9) access to statewide directory assistance; (10) telecommunications relay service (TRS); (11) a published directory listing, at the customer's election; (12) a caller identification blocking option, on a per-call basis; (13) a caller identification line blocking option that is available to all customers without a recurring charge and is provided upon customer request without charge to customers who have elected nonpublished telephone numbers and is available without a nonrecurring charge to customers who certify that caller identification threatens their health or safety and is available without a nonrecurring charge when requested with installation of basic service; (14) a blocking option for pay-per-call calls, such as blocking all 900 or all 976 area code calls; (15) the ability to report service problems to the customer's basic service provider on a 24-hour basis, 7 days a week; and (16) Automatic Number Identification (ANI) to other carriers which accurately identifies the telephone number of the calling party.	
Baud - A unit of signaling speed. It is the reciprocal of the time of duration in seconds of the shortest signal element (mark or space) within a code signal. The speed in bauds is the number of signal elements per second.	
Building - A structure under one roof, or two or more structures where such structures adjoin, connect or are occupied as follows. The structures directly adjoin each other, being separated only by a building wall. The structures are connected by a completely enclosed passageway designed for and used primarily as the regular route for foot travel between the structures and is also suitable for the installation or maintenance of interior telephone facilities. The major portion of the structures is occupied by the same customer.	
Bridging Connection - As used in connection with Private Line Series 6000 channels, indicates amplifying equipment and services required to connect a station, or an interexchange channel serving a station, at an intermediate point on an interexchange network, or to connect an additional station at a terminal point.	

Northern New England Telephone Operations LLC
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1. Exchange and Network Services
 1.5 Exchange Service

1.5.1 Exchange Services—Composite Statewide Monthly Rates*				
ID	Service Category	Rate Element	Rate	USOC
	Residence – Unlimited 1 party	Rate Group A (Basic)	11.13	
		Rate Group A	15.38	(I)
		Rate Group B (Basic)	12.12	
		Rate Group B	16.37	(I)
		Rate Group C (Basic)	13.27	
		Rate Group C	17.52	(I)
		Rate Group D (Basic)	14.43	
		Rate Group D	18.68	(I)
		Rate Group E (Basic)	15.71	
		Rate Group E	19.96	(I)
	Residence – Unlimited 2 party	Rate Group A	13.07	
		Rate Group B	13.76	
		Rate Group C	14.49	
		Rate Group D	15.44	
		Rate Group E	16.49	(I)
	Business – Unlimited 1 party	Rate Group A (Basic) - Month-to-Month	27.72	1FB
		Rate Group A - Month-to-Month	31.97	1FB (I)
		Rate Group A - 1 Year Term ¹	26.72	1FB (T)
		Rate Group A - 2 Year Term ¹	25.72	1FB
		Rate Group A - 3 Year Term ¹	24.72	1FB
		Rate Group A - 1 Year Term ²	28.72	1FB
		Rate Group A - 2 Year Term ²	27.72	1FB
		Rate Group A - 3 Year Term ²	26.72	1FB (T)
		Rate Group A - 1 Year Term ³	30.97	1FB (I)
		Rate Group A - 2 Year Term ³	29.97	1FB
	Rate Group A - 3 Year Term ³	28.97	1FB (I)	

*Basic Service customers are only eligible for Exchange Services ordered on a month-to-month basis without additional services.

¹Rates applicable to services ordered prior to May 3, 2013.

²Rates applicable to services ordered on or after May 3, 2013.

³Rates applicable to services ordered on or after March 3, 2014.

1. Exchange and Network Services

1.5 Exchange Service

1.5.1 Exchange Services—Composite Statewide Monthly Rates*				
ID	Service Category	Rate Element	Rate	USOC
	Business – Unlimited 1 party	Rate Group B (Basic) - Month-to-Month	31.73	1FB
		Rate Group B - Month-to-Month	35.98	1FB (I)
		Rate Group B - 1 Year Term ¹	29.73	1FB (T)
		Rate Group B - 2 Year Term ¹	27.73	1FB
		Rate Group B - 3 Year Term ¹	25.73	1FB
		Rate Group B - 1 Year Term ²	31.73	1FB
		Rate Group B - 2 Year Term ²	29.73	1FB
		Rate Group B - 3 Year Term ²	27.73	1FB (T)
		Rate Group B - 1 Year Term ³	33.98	1FB (I)
		Rate Group B - 2 Year Term ³	31.98	1FB
		Rate Group B - 3 Year Term ³	29.98	1FB (I)
		Rate Group C (Basic) - Month-to-Month	35.91	1FB
		Rate Group C - Month-to-Month	40.16	1FB (I)
		Rate Group C - 1 Year Term ¹	32.91	1FB (T)
		Rate Group C - 2 Year Term ¹	29.91	1FB
		Rate Group C - 3 Year Term ¹	26.91	1FB
		Rate Group C - 1 Year Term ²	34.91	1FB
		Rate Group C - 2 Year Term ²	31.91	1FB
		Rate Group C - 3 Year Term ²	28.91	1FB (T)
		Rate Group C - 1 Year Term ³	37.16	1FB (I)
		Rate Group C - 2 Year Term ³	34.16	1FB
		Rate Group C - 3 Year Term ³	31.16	1FB (I)
		Rate Group D (Basic) - Month-to-Month	40.29	1FB
		Rate Group D - Month-to-Month	44.54	1FB (I)
		Rate Group D - 1 Year Term ¹	36.29	1FB (T)
		Rate Group D - 2 Year Term ¹	32.29	1FB
		Rate Group D - 3 Year Term ¹	28.29	1FB
		Rate Group D - 1 Year Term ²	38.29	1FB
		Rate Group D - 2 Year Term ²	34.29	1FB
		Rate Group D - 3 Year Term ²	30.29	1FB (T)
		Rate Group D - 1 Year Term ³	40.54	1FB (I)
		Rate Group D - 2 Year Term ³	36.54	1FB
	Rate Group D - 3 Year Term ³	32.54	1FB (I)	

*Basic Service customers are only eligible for Exchange Services ordered on a month-to-month basis without additional services.

¹Rates applicable to services ordered prior to May 3, 2013.

²Rates applicable to services ordered on or after May 3, 2013.

³Rates applicable to services ordered on or after March 3, 2014.

1. Exchange and Network Services

1.5 Exchange Service

1.5.2 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 (Basic)- Monthly	6.10	
		Residence – Monthly	10.35	(I)
		Residence - Monthly Local Usage Allowance	1.50	
	Standard	Residence (Basic) - Monthly	7.84	
		Residence – Monthly	12.09	(I)
		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
		Connection – Call Area A – Per minute or fraction thereof – 1 Year Term	.029	B1M
		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

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*Service and Equipment Charges may apply to Basic Service customers.

**Basic Service customers may be eligible for Measured Service-4E.

1. Exchange and Network Services
1.5 Exchange Service

1.5.3 Measured Service – 4E*				
	Local Usage	Call Establishment – Call Area B – Per message	.05	
		Connection – Call Area B – Per minute or fraction thereof – Month-to-Month	.04	
		Connection – Call Area B – Per minute or fraction thereof – 1 Year Term	.039	
		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	
1.5.4 Low Use Measured Service**				
ID	Service Category	Rate Element	Rate	USOC
	Exchange Rate	Monthly (Basic) – Per line (includes 30 message units)	6.10	
	Exchange Rate*	Monthly – Per line (includes 30 message units)	10.35	
	Additional Message Unit Charges	Message Units in excess of allowance – Each	0.165	
1.5.5 Other Services				
ID	Service Category	Rate Element	Rate	USOC
	Combination of Main Telephone Exchange Service	Residence – To establish or interrupt combination of main telephone exchange service on in-service lines – S&E	32.00	
		Business – To establish or interrupt combination of main telephone exchange service on in-service lines – S&E	35.00	
	Joint User Service	Measured Service – S&E – Each joint user	19.00	U
		Measured Service – Monthly – Each joint user	1.48	U

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*Basic Service customers may be eligible for Measured Service-4E.

** Basic Service Customers may be eligible for Low Use Measured Service.

*This rate went into effect on June 3, 2013.

This FairPoint Service Agreement ("Agreement") applies to all FairPoint services ("Services") to which you subscribe, except for those provided under a tariff. Digital Subscriber Line and other internet services are NOT telecommunications services and are provided under a separate agreement. When you receive this Agreement, your subsequent purchase or use of Services or your payment for them is your agreement to the terms and conditions of this Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY.

1. DEFINITIONS

Terms not otherwise defined in this Agreement have the following meanings:

"FAIRPOINT", "the Company", "we", "our" and "us" mean the FairPoint companies providing your detariffed services under this Agreement. FairPoint services are provided by various affiliates of FairPoint Communications, Inc. Check your bill for the names of the FairPoint companies that serve you.

"Detariffed" means that the description, price, and other terms and conditions for the service are no longer governed by tariffs filed with a state public utilities commission (intrastate services) or the Federal Communications Commission (interstate and international services).

"Force Majeure" means causes beyond our control that prevent or hinder the delivery of any Service, such as fire; flood; lightning; meteorological phenomena; earthquakes; volcanic action; power failures or blackouts; severe weather; explosions; wars or armed conflicts; national, state or local emergencies; civil disobedience; shortage of labor or materials; labor disputes, strikes, or other concerted acts of workers (whether of FairPoint or others); embargoes; acts of God; and acts of terrorism.

"Service(s)" are all the detariffed FairPoint services you subscribe to that are provided under this Agreement.

"Catalog(s)" are documents that contain the description, price, and other terms and conditions for each detariffed service. Catalogs are available online at www.FairPoint.com. If you do not have web access, you may call FAIRPOINT for assistance.

"Tariffs" are documents that are filed with state public utilities commissions (intrastate services) or the Federal Communications Commission (interstate and international services). They contain certain services, prices, and other terms and conditions that have not been detariffed. Tariffs are available online at www.FairPoint.com. If you do not have web access, you may call FairPoint for assistance.

"You" means the person subscribing to the Services provided under this Agreement.

2. CATALOGS AND TARIFFS INCORPORATED BY REFERENCE

The Catalog(s) is incorporated into this Agreement by reference. In the event of a conflict between the Catalog(s), and this Agreement, the Catalog controls, followed by this Agreement.

3. USE OF SERVICES

You agree not to use the Services for any illegal, unlawful, abusive, or fraudulent purpose. You understand and agree that you are responsible for use of the Services by all persons you authorize to use the Services. You also understand and agree that the Services are for your use and not to be resold.

4. CHARGES AND PAYMENT

a. General. You agree to pay all applicable charges for Services purchased or used by you or by anyone you authorize. This includes

governmental charges, including taxes, we are required to bill you or are permitted to recover from you pursuant to applicable law. Certain charges, including, but not limited to, Universal Service Fund charges, some of which can change quarterly or more often. It is presumed that all calls dialed from your number were authorized by you. Any mathematical error made by FairPoint or any of our representatives does not constitute an offer and thus may subsequently be corrected by the Company. You also understand and agree that you may purchase other goods and services from FairPoint and other persons or entities that may be billed to your FairPoint bill and that may or may not be telecommunications related. You agree to pay all applicable charges for such goods and services purchased or used by you or by anyone you authorize. You agree to pay no later than the "due by" date specified on your bill. Monthly recurring charges may be billed one month in advance. Usage-based charges may be billed after the charges are incurred. Calls billed on a per-minute basis may be billed by rounding up to the next full minute for any fractional minutes. When a percentage discount is applied, the resulting discount may be rounded down to the nearest cent. Your first bill may include charges for the partial month in which Services began and for the following month. If your payment is dishonored, we may charge you an insufficient funds or returned check fee. If you do not pay by the due date, we may charge you a collections fee, late payment charge, and/or an interest charge. The amounts of applicable charges and fees are available either in Tariffs; Catalog(s); on your bill; or, in the case of the convenience fee, by phone prior to incurring it. Our acceptance of late or partial payment (even if marked, "PAID IN FULL" or similar words) or late payment charges shall not constitute waiver of any of our rights to collect the full amount due under this Agreement.

b. Credit. Based on your credit worthiness, we may require that you make an advance payment or deposit and/or we may set a credit limit or approved usage threshold on your account at any time. If you fail to pay for the Services when due, we may apply the deposit, other security, or advance payment to the amount you owe us.

c. Notice of Price and Fee Increases. We will provide at least thirty (30) days' notice of price increases to all affected customers, by bill insert, as a message printed on your bill, in a separate mailing, by posting on the FairPoint webpage or by any other reasonable method permitted by law. Thereafter, your continued use of the Service constitutes your acceptance of the price change. If you change your Service you agree to pay the applicable monthly fee and any one time fees that may apply to your new Service. You agree to pay all charges associated with the Service and rate plan selected, including but not limited to: applicable taxes, surcharges, Federal Universal Service Fund, tax and other recovery fees, telephone charges, activation fees, installation fees, setup fees, equipment charges, termination fees and other non-recurring charges. The amounts and what is included in such charges are subject to change. You also agree to pay any additional charges or fees applied to your billing account for any reason, including but not limited to interest and charges due to insufficient credit or insufficient funds.

d. Expiration of Promotional Prices. Promotional pricing and terms shall expire in accordance with the terms applicable to each promotion, without further notice to you.

e. Collection Fee. In the event you fail to pay billed charges when due and it becomes necessary for FairPoint to refer your account(s) to a third party for collection, FairPoint will charge a collection fee at the maximum percentage permitted by applicable law, but not to exceed 18% to cover the internal collection-related costs FairPoint has incurred on such account(s) through and including the date on which FairPoint refer(s) the account(s) to such third party.

IMPORTANT INFORMATION ABOUT YOUR FAIRPOINT COMMUNICATION SERVICES.

Thank you for choosing FairPoint* as your provider of communications services. We value you as our customer and hope you are pleased with FairPoint's services.

A SERVICE AGREEMENT FOR YOUR FAIRPOINT SERVICES IS ENCLOSED.

Recently the laws governing telecommunications services in our state have changed and your telecommunications services may no longer be governed by tariffs filed with the state Public Utilities Commission. The terms and conditions for your retail services, unless otherwise still governed by tariff, will be provided under the FairPoint Service Agreement enclosed.

YOUR SERVICES AND PRICES ARE NOT CHANGING.

Prices and service descriptions for your FairPoint local, regional toll, long distance, and international services are located online in catalogs, price lists or product guides located at www.FairPoint.com. The Service Agreement does not change those prices and service descriptions.

WHAT DO YOU NEED TO DO?

Please read the enclosed Service Agreement carefully. If you agree with the terms and conditions of the Service Agreement, no action is required, and the Service Agreement will automatically become effective. If you do not agree with these terms and conditions, you must call FairPoint within 30 days of receiving this service agreement to cancel your services.

MORE INFORMATION IS AVAILABLE.

You can find FairPoint catalogs, price lists and product guides by visiting www.FairPoint.com. You may also call FairPoint to receive help in obtaining information regarding the Services Agreement. General information on FairPoint packages, products and services can also be found online at www.FairPoint.com.

RESIDENTIAL CUSTOMERS CALL - 1.866.984.2001

BUSINESS CUSTOMERS CALL - 1.866.984.3001

The logo for FairPoint communications features the word "FairPoint" in a bold, sans-serif font, with "Fair" and "Point" stacked. A horizontal line is positioned above the "i" in "Point". Below "FairPoint", the word "communications" is written in a smaller, lowercase, sans-serif font.

* FairPoint services are provided by various affiliates of FairPoint Communications, Inc. Check your bill for the names of the FairPoint Companies that serve you.

5. SUSPENDING AND CANCELING SERVICES

a. Cancellation of Services by You. You may cancel all or a portion of your Services by calling the applicable FairPoint phone number on your bill. Cancellation of Services by you may result in early termination fees if you are subscribed to a term plan for Services. The Catalogs specify conditions applicable to cancellation of Services, including termination fees, if any. If you do not call to cancel, you agree to pay for all Services you order, use, or pay for, and those Services continue to be governed by this Agreement.

b. Discontinuance, Suspension, or Cancellation of Services by FairPoint. If we believe the Services are being used fraudulently, abusively, illegally, or unlawfully, we reserve the right to immediately and without notice suspend, restrict, or cancel them. If you do not pay the undisputed portion of your bill by the required due date, we may suspend, restrict, or cancel the Services with advance notice to you. If you violate any other term or condition of this Agreement, we may suspend, restrict, or cancel the Services if the violation is not remedied within a reasonable period of time after we provide notice to you. If you ask us to reinstate your Services following suspension or cancellation for any of the above reasons, we may require you to pay a deposit or a reconnection fee, or both. We may suspend or terminate any Services affected by a Force Majeure event, without notice to you. Services may be subject to availability of facilities and FairPoint may withdraw Services offerings upon prior notice.

c. Repair of Services. We have the right at any time to suspend or interrupt Services to make necessary repairs or changes in our facilities. We may refuse to repair Services if we determine that the conditions at your premises are unsafe for us, our agents, and/or our contractors.

6. INDEMNIFICATION

You agree to indemnify FairPoint and hold FairPoint harmless for any damages, costs, liabilities and attorneys' fees FairPoint may incur from any claim arising from your use of the Services, or the use of your Service by others, including without limitation, violation of the copyrights, trademarks or other intellectual property rights of others, your combination of the Services with other products or services not provided by FairPoint, any modification of the Services, or any breach of this Agreement by you. In such event, you agree to conduct the defense and have control of the litigation and settlement, if any. However, you agree not to acquiesce to any judgment or enter into any settlement that adversely affects our rights or interests without FairPoint's prior written consent. FairPoint agrees to give you prompt notice of all claims and to cooperate in defending against the claim. You may not settle any claim under this section which includes an admission of criminal liability or the payment of a settlement amount without the prior written permission of FairPoint. This provision shall survive termination of this Agreement.

7. DISCLAIMER OF WARRANTIES

ALL SERVICES ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS. ADVICE OR INFORMATION GIVEN BY FAIRPOINT OR ITS REPRESENTATIVES SHALL NOT CREATE A WARRANTY. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, FAIRPOINT AND ITS THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS DISCLAIM, WITH RESPECT TO ALL SERVICES, ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR ARISING BY COURSE OF PERFORMANCE, DEALING, CUSTOM OR TRADE USAGE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF WE KNEW OR SHOULD HAVE KNOWN SUCH PURPOSE) AND NONINFRINGEMENT. FAIRPOINT DOES NOT WARRANT THAT THE SERVICE OR EQUIPMENT PROVIDED WILL MEET YOUR NEEDS OR WILL BE UNINTERRUPTED OR ERROR-FREE.

8. LIMITATION OF LIABILITY AND DAMAGES

IN NO EVENT SHALL FAIRPOINT OR ANY OF ITS THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS BE LIABLE TO YOU FOR (A) ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OR DAMAGE TO DATA ARISING OUT OF THE USE OR INABILITY TO USE SERVICES, EVEN IF FAIRPOINT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY THIRD PARTY. FAIRPOINT'S AGGREGATE LIABILITY TO YOU FOR ANY CAUSE OF ACTION OR CLAIM WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY NON-INSTALLATION, SECURITY BREACH, FAILURE OR DISRUPTION OF SERVICES PROVIDED UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO AN AMOUNT EQUIVALENT TO CHARGES PAID BY YOU UNDER THE APPLICABLE SERVICE AGREEMENT DURING THE PERIODS WHEN SUCH CLAIM AROSE. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN THESE JURISDICTIONS OUR LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. ALL LIMITATIONS AND DISCLAIMERS STATED IN THIS AGREEMENT ALSO APPLY TO FAIRPOINT'S THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS AS THIRD PARTY BENEFICIARIES OF THIS AGREEMENT.

9. DISPUTE RESOLUTION

The parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, which the parties agree may be filed only in a court located in the State of North Carolina, the parties agree to use the following alternative dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach. The parties further agree that this Agreement does not permit class arbitration, even if the procedures or rules of the American Arbitration Association (or other dispute resolution organization or body) would otherwise permit.

At the written request of a party, each party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The parties intend that these negotiations be conducted by non-lawyer representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may mutually agree to utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all parties. Documents identified in or provided with such communications that are not prepared for purposes of the negotiations are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

If the negotiations do not resolve the dispute within sixty (60) calendar days of the initial written request, and the amount in controversy exceeds five thousand (\$5,000.00) dollars or the jurisdictional limit for small claims court in the jurisdiction in which service is provided (whichever is less), the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Arbitration Rules of the American Arbitration Association.

A party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each party may submit in writing to a party, and that party shall so respond, to a maximum of any combination of twenty-five (25) (none of which may have subparts) of the following: interrogatories, demands to produce documents and requests for admission. Each party is also entitled to take the oral deposition of one (1) individual representing another party. Additional discovery may be permitted upon mutual agreement of the parties. The arbitration hearing shall be commenced within sixty (60) calendar days of the demand for arbitration. The arbitration shall be held in the State of Maine. The arbitrator shall control the scheduling so as to process the matter expeditiously. The parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The times specified in this section may be changed upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

If the negotiations do not resolve the dispute within sixty (60) calendar days of the initial written request, and the amount in controversy does not exceed five thousand (\$5,000.00) dollars or the jurisdictional limit for small claims court in the jurisdiction in which service is provided (whichever is less), the dispute may be submitted to small claims court in the jurisdiction in which service is provided for resolution in accordance with its rules and procedures.

Each party shall bear its own costs of these procedures. A party seeking discovery shall reimburse the responding party the costs of production of documents (to include reasonable search time and reproduction costs). The parties shall equally split the fees of the arbitration and the arbitrator.

YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND FAIRPOINT ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PARTICIPATE IN A CLASS ACTION. YOU AND FAIRPOINT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

10. CHANGES TO THIS AGREEMENT

From time to time, we may change this Agreement, including the terms and conditions of the Catalogs which are part of this Agreement. If any such change results in more restrictive terms or conditions, we will provide you at least thirty (30) days' notice, by bill insert, as a message printed on your bill, in a separate mailing, by posting on FairPoint's webpage or by any other reasonable method permitted by law.

11. MISCELLANEOUS

After receipt of any notice required by this Agreement, your purchase or use of Services or your payment for them is your agreement to the changes described therein, as of their effective date. Services are provided subject to billing and technical limitations, and not all Services are available in all areas. This Agreement does not give any third party a remedy, claim, or right of reimbursement. You understand that it may be possible for unauthorized third parties to monitor data traffic. If you desire to secure your transmissions in connection with any Services, you shall procure, at your own cost, encryption software or other transmission protection. You assume full responsibility for the establishment of appropriate security measures to control access to your equipment and information. You agree that we may call you about the Services we provide you under this Agreement and the services that other FairPoint affiliates provide you under separate

agreements, whether such calls are automated, handled by a live attendant, or are provided through other means.

12. ASSIGNMENT

Except as otherwise may be provided under any applicable state laws or requirements, we reserve the right to assign or otherwise transfer by merger or operation of law all or part of our rights or duties under this Agreement without notice. You may not assign this Agreement or the Services to which you subscribe without the prior written consent of FairPoint, which will not be unreasonably withheld.

13. ENTIRE AGREEMENT

This Agreement, which incorporates by reference applicable Catalogs, sets forth the entire agreement between you and FairPoint and, with respect to the Services covered by this Agreement, takes the place of all previous agreements, understandings, statements, proposals, and representations between us, whether written or oral. This Agreement can be amended solely as provided in Section 10.

14. SURVIVABILITY

The terms and conditions contained in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties shall so survive the completion of performance, cancellation, or termination of this Agreement. Waiver by either party of any default by the other party shall not be deemed a continuing waiver of such default or a waiver of any other default.

15. SEVERABILITY

Except as provided herein, if any provision, phrase or wording of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the remainder of this Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision, phrase or wording and the rights and obligations of the parties to this Agreement shall be construed and enforced accordingly.

16. GOVERNING LAW

The law of the state in which you receive Services applies, without regard to its conflict of law principles, except to the extent that such law is preempted by applicable federal law. You may have certain rights under state law. To the extent that applicable state laws do not permit this Agreement to supersede such rights, those state rights will govern, except where such state law is preempted by applicable federal law, such as the Federal Arbitration Act.