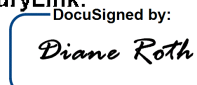
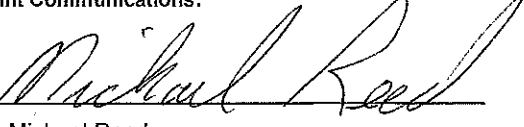


MASTER SERVICES AGREEMENT
EXTENDED AREA SERVICE

SIGNATURE PAGE

The undersigned Parties, United Telephone Company of Ohio d/b/a CenturyLink ("CenturyLink"), and Orwell Telephone Company ("FairPoint Communications"), have read and agree to the terms and conditions set forth in this Master Services Agreement ("Agreement") and Service Exhibit 1 Extended Area Service. CenturyLink and FairPoint Communications may be referred to individually as a "Party" and, collectively, as the "Parties."

CenturyLink: DocuSigned by:  By: <u>766DEF6A149AA455...</u> Name: <u>Diane Roth</u> Title: <u>Director Wholesale Support</u> Date: <u>9/28/2017</u>	FairPoint Communications:  By: <u>Michael Reed</u> Name: <u>Michael Reed</u> Title: <u>State President Maine-Vermont</u> Date: _____
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NOTICE INFORMATION: All written notices required under this Agreement shall be sent to the following:

CenturyLink:

Director Wholesale Support
600 New Century Pkwy
New Century, KS
Phone: 913-353-7438
Email: intagree@centurylink.com

With copy to:

CenturyLink Law Department
Wholesale Legal
931 14th Street, 9th Floor
Denver, CO 80202
Phone: 303-992-5599
Email: Legal.Interconnection@centurylink.com

FairPoint Communications:

Mark Pontbriand, Senior Manager
PO Box 580028
Charlotte NC 28258-0028
Phone: 207-535-4411
Email: mpontbriand@fairpoint.com

With copy to:

FairPoint Communications Legal Dept.
Attn. Jeffrey Heins, Asst. General Counsel
1 Davis Farm Road
Portland, ME 04103
P: 207-535-4191

MASTER SERVICES AGREEMENT
EXTENDED AREA SERVICE

APPLICABLE SERVICES:

The Parties agree to offer and purchase the Services indicated below:

X **Service Exhibit 1 — Exhibit to Provide Extended Area Service**

The Master Services Agreement may be amended by the Parties from time to time in writing to include additional products and services.

MASTER SERVICES AGREEMENT EXTENDED AREA SERVICE

THIS MASTER SERVICES AGREEMENT, together with the signature page, annexes, addenda and exhibits attached hereto from time to time by the Parties (collectively, the "Agreement") is entered into by and between CenturyLink and FairPoint Communications.

GENERAL TERMS AND CONDITIONS

1. **Definitions.** Capitalized terms used herein are defined in Addendum 1.

2. **Scope of Agreement; Service Provisioning; Controlling Documents.**

2.1 This Agreement describes the terms and conditions under which CenturyLink and FairPoint Communications agree to provide the services described in the applicable Service Exhibits. Services provided for under this Agreement must be in compliance with all applicable state and FCC rulings.

2.2 Each of the Services will be provided pursuant to the terms and conditions of this Agreement. In the event of a conflict between the terms of any Service Exhibit attached hereto and these General Terms and Conditions, the Service Exhibit will control. The terms of this Agreement, including any Annex or Service Exhibit, will supersede any inconsistent terms and conditions contained in an Order Form.

2.3 Each Party acknowledges and agrees that the Services will be offered by a Party or its authorized third party pursuant to this Agreement and are subject to (i) any applicable tariffs; (ii) compliance with all applicable laws and regulations; (iii) obtaining any domestic or foreign approvals and authorizations required or advisable; and (iv) continued availability of access lines in any particular jurisdiction, country or location. Unless prohibited by law, the Parties acknowledge and agree that the other Party may elect not to offer the Services in or to any particular jurisdiction, location or country, or may block Services to or from any particular jurisdiction, location or country if a Party determines, in its sole discretion, that the continuation of such Service is not permitted or advisable. Further, each Party's provision of the Services to the other Party and the availability of the associated pricing as set forth herein are subject to availability of required facilities.

3. **Revenue and Utilization Requirements.** All term commitments and utilization requirements, if any, applicable to the Services are set forth in the Service Exhibits.

There is no minimum monthly revenue commitment associated with Service Exhibit 1.

4. **Financial Terms.**

Services, Rates and Terms

4.1 Each attached Service Exhibit specifies the description, rates, charges, discounts, and other terms applicable to the Services¹. The rates do not include Taxes, access or access related charges. All Service order requests or cancellations require the requesting or cancelling Party to submit an Order Form for the request or cancellation.

Taxes, Fees, and other Governmental Impositions

4.2 Each Party acknowledges and agrees that the rates and charges for the Services provided hereunder do not include certain Taxes which are additional and the obligation of each Party (whether

such Taxes are assessed by a governmental authority directly upon CenturyLink or FairPoint Communications). Such Taxes will be separately set forth on the invoices and will be paid at the same time as all other charges set forth on the invoices. If either Party believes that it should be exempt from the application and collection of certain Taxes, it will provide the other Party with an appropriately completed and valid Tax exemption certificate or other evidence acceptable to the other Party. Neither Party will be required to issue any exemption, credit, or refund of any Tax payment for usage prior to the Party that is claiming an exemption, credit, or refund of any Tax providing acceptable Tax exemption evidence. Each Party will defend, indemnify and hold the other Party harmless from and against any Taxes imposed by any governmental authority on or with respect to the Services furnished pursuant to this Agreement, including any interest and/or penalties related thereto.

4.3 All payments due hereunder will be made free and clear without deduction or withholding for, any and all present and future Taxes. In the event that any payment to be made to either Party hereunder should be subject to any reduction by reason of a required deduction or withholding of any Tax, each Party agrees to pay the other Party such further amounts as would have been necessary so that the aggregate net amount received by the other Party after deduction or withholding of any Taxes, will be the same amount as would have been received by the other Party if there had been no requirement to deduct or withhold any Taxes.

4.4 Each Party will be solely responsible for all Taxes on its own business and will be responsible for any related tax filings, payment, protest, audit and litigation. Each Party will be solely responsible for the billing, collection and proper remittance of all applicable Taxes relating to its own services provided to its own customers.

4.5 In the event a Tax is assessed against a Party to this Agreement and such Party desires to protest the assessment, the Party will submit to the other Party a statement of the issues and arguments requesting that the other Party grant the authority to prosecute the protest in the other Party's name. Neither Party's authorization will be unreasonably withheld. The protesting Party will finance, manage, control and determine the strategy for such protest keeping the other Party informed of the proceedings. However, the authorization will be periodically reviewed by the other Party to determine any adverse impact, and that Party reserves the right to withdraw such authority at any time. Upon notice by the other Party that it is withdrawing such authority, the Party receiving the tax assessment will expeditiously terminate all proceedings.

4.6 In the event a Tax which is the responsibility of either Party to this Agreement is assessed against a Party as part of a larger assessment against the other Party (a "Common Imposition"), the Party receiving the tax assessment will give written notice of the assessment to the other Party. The other Party will timely respond as to whether it desires to protest such assessment. All joint protests will be financed in proportion to each Party's respective share of the protested amount, and any reduction in the Common Imposition will be shared in the same ratio. All protests of Common Impositions will be controlled and managed by the Party receiving the tax assessment with consideration given to the input by the other Party. In the event either Party chooses not to participate in a protest of a Common Imposition, such Party will timely notify the other Party of such decision. Thereafter, if the Party desiring to protest chooses to proceed, such Party will be solely responsible for financing, controlling, managing, and determining the strategy of the protest, and will keep the other Party informed of the proceedings. All reductions from the protest will accrue to the benefit of the Party financing such protest.

¹ Because the Parties are existing wholesale customers of each other, then: (a) the rates and discounts, if any, set forth in each Service Exhibit attached to this Agreement will be effective as of: (i) the Effective Date of this Agreement (provided that, for CenturyLink, this Agreement must be returned to CenturyLink on or before the tenth (10th) business day preceding the close of Customer's existing billing cycle (the "Due Date")); or (ii) if returned to CenturyLink after the Due Date, the first (1st) day of the next full billing cycle applicable to the Services provisioned thereunder after the date on which the Agreement/Amendment is fully executed by all Parties.

MASTER SERVICES AGREEMENT

EXTENDED AREA SERVICE

The non-participating Party in a protest of a Common Imposition will submit to the other Party a statement of the issues and arguments requesting the authority to prosecute the protest in the other Party's name. Such authorization will not be unreasonably withheld by either Party; however, each Party reserves the right to withdraw such authority at any time. Upon notice by the other Party that it is withdrawing such authority, the Party in receipt of the tax assessment will expeditiously terminate all proceedings.

5. **Use of Name and Marks.** Neither Party will use any trademark, service mark, brand name, copyright, patent, or any other intellectual property of the other Party, or its respective Affiliates, without the other Party's prior written consent.

6. **Financial Responsibility, Payment and Security.**

6.1 **Payment Obligation.** Neither Party will invoice the other Party since the traffic exchanged pursuant to Service Exhibit 1 is Bill and Keep.

6.3 **Billing Disputes.** All Bona Fide Disputes, along with complete documentation, must be submitted in writing within 60 (sixty) days of the dispute. Notification and complete documentation of a Bona Fide Dispute must be sent to the Notice contact in this Agreement. A dispute will not be considered "in dispute" until the Party disputing an amount has provided the other Party with written notification and complete documentation of the Bona Fide Dispute and the Parties will promptly address and attempt to resolve the claim. Either Party will provide, upon a good faith request, additional supporting documentation related to a Bona Fide Dispute.

7. **Term.** This Agreement will be effective as of the latest date of execution ("Effective Date") and continue for thirty-six (36) months (the "Initial Term"). After the expiration of the Initial Term, this Agreement will continue on a month-to-month basis unless terminated by either Party on thirty (30) calendar days prior written notice (the Initial Term and any month-to-month extensions hereof will be collectively referred to as the "Term").

8. **Termination.**

8.1 Either Party may terminate this Agreement immediately and without notice for Cause. If either Party terminates this Agreement for the aforementioned reason, the Party that is in violation will be obligated to pay the following: (i) any early termination fees due under any Service Exhibit; and (ii) any charges accrued but unpaid as of the termination date.

9. **Limitation of Liability and Disclaimer of Warranties.**

NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, RELIANCE, COVER-TYPE, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES HEREUNDER (INCLUDING ANY SERVICE IMPLEMENTATION DELAYS/FAILURES), UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE PROVIDED HEREUNDER. EACH PARTY SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES; INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NOTWITHSTANDING THE FOREGOING, EACH PARTY'S TOTAL LIABILITY HEREUNDER WILL IN NO EVENT EXCEED EITHER

PARTY'S PROVEN DIRECT DAMAGES. THE FOREGOING LIMITATION APPLIES TO ALL CAUSES OF ACTIONS AND CLAIMS, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS.

The Parties acknowledge and accept the reasonableness of the foregoing disclaimer and limitations of liability. No cause of action under any theory which accrued more than one (1) year prior to the institution of a legal proceeding alleging such cause of action may be asserted by either Party against the other. For purposes of this Section 9, all references to each Party include its respective parent, Affiliates, End Users, agents, officers, directors, shareholders, employees, successors and assigns.

10. **Relationship.** Unless specifically provided for otherwise in this Agreement, (i) neither Party will have the authority to bind the other by contract or otherwise or make any representations or guarantees on behalf of the other and (ii) the relationship arising from this Agreement does not constitute an agency, joint venture, partnership, employee relationship or franchise.

11. **Assignment or Sale.** This Agreement will be binding upon each Party and its respective Affiliates that receive Services, successors, and assigns. Neither Party will assign, sell or transfer this Agreement or any of its rights or obligations hereunder, including the right to receive the Services, whether by operation of law or otherwise, without the prior written consent of the other Party, which consent will not be unreasonably withheld or delayed. Any attempted assignment in violation hereof will be null and void and will be deemed a material breach of this Agreement. A Change of Control (as defined in Addendum 1) will not be deemed an assignment, sale, or transfer under this Agreement.

12. **Reporting/Filing Requirements.** If reporting or filing obligations or requirements are imposed upon either Party by any third party or regulatory agency in connection with either this Agreement or the Services, including use of the Services by either Party or its End Users, each Party agrees to assist the other Party in complying with such obligations and requirements, as reasonably required by the other Party, including seeking confidential status for the Agreement if warranted. Notwithstanding anything to the contrary herein, each Party agrees that the other Party may, in its sole discretion, provide this Agreement to a state commission for informational purposes. Each Party agrees that this is not an interconnection agreement pursuant to 47 U.S.C. § 251/252; however, if it is determined by Regulatory Activity or agreement of the Parties that this is an ongoing term of interconnection pursuant to 47 U.S.C. § 251/252, each Party authorizes the other Party to file this Agreement with a state commission or federal commission.

13. **End User Responsibilities.**

13.1 Each Party is solely responsible for obtaining all licenses, approvals, and regulatory authority for its use and operation of the Services and the provision of Services to its End Users. Each Party is solely responsible for all billing, billing adjustments/credits, customer service, creditworthiness and other service-related requirements of its End Users, and each Party will have no liability as a result of this Agreement or performance under this Agreement to the other Party's End Users unless otherwise determined by a court of competent jurisdiction. Each Party's payment obligations hereunder are not contingent upon the other Party's ability to collect payments or charges from its End Users, Affiliates, agents, brokers or re-sellers.

13.2 Either Party may suspend any or all of the Services immediately and/or terminate the Agreement pursuant to Section 8.1 if either Party: (a) fails to comply with any applicable federal, state or local law or regulation applicable to the use or resale of the Services; (b) or its End Users commit any illegal acts relating to the subject

MASTER SERVICES AGREEMENT EXTENDED AREA SERVICE

matter of this Agreement; or (c) fails to comply with any representations made under this Agreement. Each Party will: (i) be liable to the other Party for any damages caused by any intentional or illegal acts of the other Party (e.g., slamming or cramming) in connection with its use or resale of the Services; and (ii) indemnify, defend and hold harmless the other Party, its parent and its Affiliates from and against any third party (including End Users') claims, actions, damages, liabilities, costs, judgments or expenses (including attorney fees) arising out of or relating to either Party or its End Users' use, resale or modification of the Services.

14. **Survival.** The expiration or termination of this Agreement will not relieve either Party of those obligations that by their nature are intended to survive.

15. **Nondisclosure/Publicity.** Each Party agrees that the other Party may disclose Proprietary Information to the other Party in the performance of this Agreement. Each Party agrees to protect the other Party's Proprietary Information in the same manner that it protects its own Proprietary Information. No publicity regarding the existence and/or terms of this Agreement may occur without each Party's prior express written consent, and such written consent, if granted, may be granted only by an authorized officer of each Party's or his designee. The content and timing of any press releases and all other publicity regarding the subject matter of this Agreement or the Parties' relationship, if authorized, will be mutually agreed upon by the Parties in advance. Notwithstanding anything to the contrary herein, Customer may not make any disclosure to any other person or any public announcement regarding this Agreement or any relation between the Parties without prior written consent. In addition, both Parties will comply with the provisions contained in Section 5 of this Agreement. Either Party will have the right to terminate this Agreement if either Party violates this provision.

16. **Waiver.** The terms, representations and warranties of this Agreement may only be waived by a written instrument executed by the Party waiving compliance. Except as otherwise provided for herein, neither Party's failure, at any time, to enforce any right or remedy available to it under this Agreement will be construed as a continuing waiver of such right or a waiver of any other provision hereunder.

17. **Severability.** If any provision (or portion thereof) of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain in full force and effect, and such provision (or portion thereof) will be deemed to be amended to the minimum extent necessary to render it enforceable.

18. **Notices.** Except as otherwise provided herein, all required notices will be in writing, transmitted to the Parties' addresses specified in the signature page or such other addresses as may be specified by written notice, and will be considered given either: (i) when delivered by facsimile or e-mail, so long as duplicate notification is sent via US Mail; (ii) when delivered in person to the recipient named on the signature page; (iii) if sent in the U.S., when deposited in either registered or certified U.S. Mail, return receipt requested, postage prepaid; or (iv) when delivered by an overnight courier service.

19. **Force Majeure/System Maintenance.** Neither Party will be liable to the other for any delay or failure in performance of any part of this Agreement if such delay or failure is caused by a Force Majeure Event. The Party claiming relief under this Section will notify the other in writing of the existence of the Force Majeure Event and will be excused on a day-by-day basis to the extent of such prevention, restriction or interference until the cessation of such Force Majeure Event. Each Party will use reasonable efforts during the Term of this Agreement to minimize any Service interruptions that might occur as a result of planned system maintenance required to provision the Services.

20. **Governing Law.** This Agreement will be governed by, enforced and construed in accordance with the laws of the State of Missouri without regard to its choice of law principles, except and to the extent that the United States Communications Act of 1934, as amended, and interpreted by the United States FCC applies to this Agreement. Each Party reserves the right to suspend, modify or terminate any Service without liability where: (i) Regulatory Activity prohibits, restricts or otherwise prevents a Party from furnishing such Service; or (ii) any material rate, charge or term of such Service is substantially changed by a legitimate regulatory body, governmental authority, or by order of the highest court of competent jurisdiction.

Resolution of Disputes.

21.1 The Parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of, or relating to, this Agreement. Either Party may give written notice to the other Party of any dispute not resolved in the normal course of business. Each Party will within ten (10) calendar days after delivery of the written notice of dispute, designate a vice-president level employee or a representative with authority to make commitments to review, meet, and negotiate, in good faith, to resolve the dispute. The Parties intend that these negotiations be conducted by non-lawyer, business representatives, and the locations, format, frequency, duration, and conclusions of these discussions will be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures to assist in these negotiations. These negotiations will be treated as Proprietary Information developed for purposes of settlement, and will be exempt from discovery and production in accordance with the rules of evidence, and any exempt materials will not be admissible in any subsequent proceedings without the concurrence of both Parties.

21.2 If the designated representatives have not reached a resolution of the dispute within fifteen (15) calendar days after the written notice (or such longer period as agreed to in writing by the Parties), then either Party may commence a civil action. Any such action will be brought in the United States District Court for the District of Missouri if it has subject matter jurisdiction over the action, and will otherwise be brought in the District Court for the State of Missouri. The Parties agree that such courts have personal jurisdiction over them.

21.3 **Waiver of Jury Trial and Class Action.** Each Party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury and any right to pursue any claim or action arising out of or relating to this Agreement on a class or consolidated basis or in a representative capacity.

21.4 If either Party initiates a civil action under Section 21, each Party will promptly place all disputed and withheld amounts, if any, on an on-going basis with the Escrow Agent, pursuant to a mutually agreeable escrow agreement. Each Party reserves the right to suspend provisioning of the Services or terminate the Agreement pursuant to Section 8.1 if Customer fails to comply with the above escrow obligation.

22. **Headings.** The headings used in this Agreement are for convenience only and do not in any way limit or otherwise affect the meaning of any terms of this Agreement.

23. **Authorization.** Each Party represents and warrants that: (i) the full legal name of the legal entity intended to receive the benefits and Services under this Agreement is accurately set forth herein; (ii) the person signing this Agreement has been duly authorized to execute this Agreement on each Party's behalf; and (iii) the execution hereof is not in conflict with law, the terms of any charter, bylaw, articles of association, or any agreement to which Customer is bound or affected. Each Party may assume that any employee of the other Party who gives any written notice, Order Form, or other instruction in connection with this Agreement has the authority to do so. Each Party

MASTER SERVICES AGREEMENT
EXTENDED AREA SERVICE

may assume that any employee of the other Party who submits an Order Form or enters into an amendment to this Agreement has the authority to do so.

24. **Third Party Beneficiaries.** The terms, representations, warranties and agreements of the Parties set forth in this Agreement are not intended for, nor will they be for the benefit of or enforceable by, any third party (including, without limitation, End Users).

25. **Export Regulations.** The Parties acknowledge and agree that both (i) certain equipment, software and technical data which may be provided or utilized in connection with the furnishing of the Services hereunder; and (ii) the use of such services may be subject to export, re-export or import controls under the United States Export Administration Regulations or similar regulations of the United States or of any other country.

26. **Foreign Corrupt Practices Act.** Notwithstanding anything to the contrary herein, the Parties each hereby acknowledge and agree that certain laws of the United States, including the Foreign Corrupt Practices Act, 15 U.S.C. Sections 78dd-1 et seq., prohibit any person subject to the jurisdiction of the United States from making or promising to make any payment of money or anything of value, directly or indirectly, to any government official, political party, or candidate for political office for the purpose of obtaining or retaining business. The Parties each hereby represents and warrants that, in the performance of its obligations hereunder, it has not made, and will not make, any such proscribed payment.

27. **Entire Agreement.** This Agreement, together with all Addenda and Service Exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior offers, contracts, agreements, representations and understandings made to either Party or any predecessors-in-interest, whether oral or written, relating to the subject matter hereof. All amendments to this Agreement will be in writing and signed by the Parties.

CENTURYLINK MASTER SERVICES AGREEMENT**ADDENDUM 1 DEFINITIONS:**

"Affiliate(s)" means: (i) any individual, corporation, partnership, limited liability company, limited liability partnership, practice, association, joint stock company, trust, unincorporated organization or other venture or business vehicle (each an "Entity") in which a Party owns a ten percent (10%) or greater equity interest; or (ii) any Entity which, directly or indirectly, is in Control of, is Controlled by or is under common Control with a Party, as applicable, after applying the attribution rules of Section 318 of the U.S. Internal Revenue Code. In addition to the below definition of "Control" and for the purpose of this definition, "Control" of an Entity will also include the power, directly or indirectly, whether or not exercised to vote fifty percent (50%) (or such lesser percentage as is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction) or more of the securities or other interests having ordinary voting power for the election of directors or other managing authority of such Entity.

"Bona Fide Dispute" means a good faith assertion of a right, claim, billing adjustment or credit which Customer reasonably believes it is entitled to under the Agreement. A Bona Fide Dispute will not include, and Customer may not withhold any amounts invoiced for, actual calls made by Customer, Customer's End Users or unauthorized third parties (e.g., fraudulent calls).

"Cause" means the failure of a Party to perform a material obligation under this Agreement which failure is not remedied, if curable: (a) in the event of a payment or security default, upon ten (10) calendar days written notice, or (b) in the event of any other general default, upon thirty (30) calendar days written notice (unless a shorter notice period is expressly set forth in the Agreement, in which case the shorter notice period will apply).

"Change of Control" will be deemed to have occurred with respect to Customer if: (a) any entity having previously Controlled (as hereinafter defined) Customer, ceases to do so; (b) any entity acquires Control of Customer (whether by reason of acquisition, merger, reorganization, operation of law or otherwise); or (c) all, or substantially all, of the assets of Customer or an entity that Controls Customer are acquired (whether by reason of acquisition, merger, reorganization, operation of law or otherwise) by, or combined by merger with, any other entity.

"Control" (and "Controls," "Controlling," "Controlled by" and "under common Control with" will be construed accordingly) as applied to any Party means the possession directly or indirectly of the power to direct or cause the direction or the management and policies of that Party, whether through the ownership of voting securities, partnership or equity, by contract or otherwise. Where any two parties together satisfy any of this definition, they will be deemed to have Control. For purposes of this definition, there will be attributed to any Party rights and powers of a nominee for it (that is to say, any rights or powers that another Party possesses on its behalf or may be required to exercise on its direction or behalf).

"Due Date" means thirty (30) calendar days from the invoice date.

"End User(s)" means CenturyLink's or FairPoint Communications' end-users or customers.

"Effective Date" means the latest date of execution of this Agreement by a Party.

"Escrow Agent" means, an entity or person indicated by a Party to the other Party in writing.

"FairPoint Communications" means the entity identified in the signature page that executed this Agreement as "FairPoint Communications."

"FCC" means the Federal Communications Commission.

"Force Majeure Event" means an unforeseeable event (other than a failure to comply with payment obligations) beyond the reasonable control of a Party, including without limitation: act of God; fire; flood; labor strike; sabotage; embargo; war or civil disorder; fiber cut; material shortages or unavailability or other delay in delivery of such materials necessary to perform the Service(s) not resulting from the responsible Party's failure to timely place orders therefore.

"Insolvent" means the occurrence of any of the following events, whereby CenturyLink or FairPoint Communications (i) becomes or is declared insolvent or bankrupt; (ii) is the subject of any proceedings related to its liquidation, insolvency or for the appointment of a receiver or similar officer for it; (iii) makes an assignment for the benefit of all or substantially all of its creditors; or (iv) enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations.

"Order Form" means Service order request forms issued by CenturyLink or FairPoint Communications, as amended from time to time.

"Parties" means collectively CenturyLink and FairPoint Communications.

"Party" means either CenturyLink or FairPoint Communications.

"Past Due Date" means the first calendar day following the Due Date.

"Proprietary Information" means written information that is either: (a) marked as confidential and/or proprietary, or which is accompanied by written notice that such information is confidential/proprietary, or (b) not marked or notified as confidential/proprietary, but which, if disclosed to any third party, could reasonably and foreseeably cause competitive harm to the owner of such information.

"CenturyLink" means the entity identified in the signature page that executed this Agreement as "CenturyLink".

"Regulatory Activity" means any regulation and/or ruling, including modifications thereto, by any regulatory agency, legislative body or court of competent jurisdiction.

"Service(s)" means the CenturyLink or FairPoint Communications services provided pursuant to any Service Exhibit attached hereto.

"Service Exhibits" means those service descriptions and rate schedules attached hereto as an exhibit, pursuant to which the Parties will provide or cause to be provided the applicable Services.

"Tax" or "Taxes" mean(s) any and all applicable national, federal, state and local taxes, including, without limitation, all use, sales, value-added, goods and services, surcharges, excise, franchise, commercial, gross receipts, license, privilege or other similar taxes, levies, surcharges, duties, fees, or other tax-related surcharges whether charged to or against a Party, with respect to the supply of the Services or underlying facilities provided by a Party under this Agreement, as well as any other imposition by any governmental authority which has the effect of increasing a Party's cost of providing the Services or the underlying facilities.

Service Exhibit 1 Extended Area Service

1.0 SERVICE EXHIBIT TERM.

- 1.1 The term of this Service Exhibit 1 will commence upon the Effective Date of the CenturyLink Master Services Agreement ("Agreement") or an amendment hereto, as applicable, and remain in effect for the same period listed in Section 7 of the Agreement, unless one Party terminates this Service Exhibit with ninety (90) days' written notice to the other Party.
- 1.2 In the event the Parties undertake renegotiations pursuant to this Service Exhibit and such renegotiations do not conclude prior to expiration, this Service Exhibit will continue in full force and effect until replaced by a superseding agreement.
- 1.3 In the event the Parties fail to agree upon such an agreement, it will be resolved in accordance with the Resolution of Disputes Section of the Agreement.
- 1.4 Any subsequent arrangements, whether voluntarily negotiated or resulting from the dispute resolution process will relate back to, and be applied from, the date of the notice.

2.0 EXTENDED AREA SERVICE ARRANGEMENTS.

- 2.1 The Parties agree to connect their respective networks at mutually agreed upon points to furnish EAS/Local Traffic between those Exchanges of the ILEC customer and those Exchanges of the CenturyLink customer to this Service Exhibit. The Parties believe that the traffic exchanged between CenturyLink and the ILEC will be generally in balance.
- 2.2 Subject to the provisions of this Service Exhibit and the Agreement, neither Party will charge the other for the Transport and Termination of EAS/Local Traffic, which shall be treated as Bill and Keep. Neither Party will charge the other Party for transport associated with the facilities used to exchange EAS/Local Traffic.
- 2.3 The arrangements that are the subject of this Service Exhibit will not be applicable to Exchange Access traffic, Telephone Toll Service traffic or to EAS/Local traffic not originated or terminated to the Parties, e.g., Feature Group A (FGA), wireless, CLEC. All Exchange Access traffic, Telephone Toll Service traffic and EAS/Local traffic not originated or terminated by the Parties will continue to be governed by the terms and conditions of applicable federal and state tariffs and/or any applicable contractual arrangements.
- 2.4 This Service Exhibit cancels and supersedes all prior Agreements between the Parties or their respective predecessors relating to EAS/Local Traffic in and/or between the applicable Exchanges.

3.0 COMPLIANCE WITH THE COMMUNICATIONS LAW ENFORCEMENT ACT OF 1994 ("CALEA").

Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Service Exhibit comply with CALEA.

4.0 TRANSIT SERVICE.

To the extent either party inadvertently provides transit services, transit services will be treated as Bill & Keep.

5.0 OTHER TYPES OF INTERCONNECTION AND SERVICES EXCLUDED.

Nothing in this Service Exhibit will be construed as granting to either Party any collocation arrangements through either physical or virtual collocation ("Collocation"), any access to any unbundled network elements ("Unbundled Access"), or access to operational support systems ("OSS Access"), and nothing herein will be construed as waiving or limiting in any way any rights available to either Party under the Act with respect to Collocation, Unbundled Access, OSS Access, or other matters, including, but not limited to, ancillary services such as signaling access to call-related databases, directory assistance, white pages directory listings, busy line verify/interrupt, toll and assistance operator services, LIDB, access to poles/ducts/conduits, rights-of-way and 800. The Parties reserve the right to negotiate such matters in separate agreements or order out of the applicable tariff.

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6.0 PHYSICAL INTERCONNECTION

- 6.1 An ILEC-to-ILEC meet point is a negotiated point of interface, limited to the interconnection of facilities between one Party's switch and the other Party's switch. The actual physical point of interface and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the construction to the ILEC-to-ILEC meet point.
- 6.1.2 The Parties have existing network interconnection arrangements in place today, and any changes made to existing network interconnection arrangements, or any new network interconnection arrangements will be negotiated between the Parties.
- 6.2 The Parties agree that they will have separate trunk groups for Exchange Access traffic, Switched Access Traffic and Ancillary Traffic in order to identify EAS/Local Traffic from Exchange Access traffic and any other types of traffic.
- 6.3 The Parties will jointly engineer and configure local trunks over the physical interconnection facilities.
- 6.3.1 Only those valid NXX codes served by an end office may be accessed through a direct connection to that end office.
- 6.3.2 The provision of additional trunks, or the decommissioning of trunks, if necessary, will be subject to negotiation between the Parties.
- 6.4 Both Parties agree that their network switches involved in the provision of EAS/Local Traffic will be managed in accordance with the applicable Telcordia and other industry standards. The acceptable service levels for local interconnection service and the criteria for applying protective controls in conjunction with EAS/Local Traffic will be administered in the same manner as the network management for EAS/Local Traffic.
- 6.5 To the extent available, the Parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in applicable industry standards including integrated services digital network user part ("ISUP") for trunk signaling and transaction capabilities application part ("TCAP") for common channel signaling based features in the interconnection of their networks.
- 6.6 As of July, 2017, the following local trucks have physical interconnection facilities for EAS/Local traffic between the following locations:
Hamler to Leipsic
Ottawa to Leipsic
Bristol to Bloomfield
New Lyme to Colebrook
Green to Bloomfield

7.0 DEFINITIONS. Except as set forth in this Service Exhibit, capitalized terms will have the definitions assigned to them in the Agreement.

"Agreement" is the Master Services Agreement.

"Access Services" means the tariffed interstate and intrastate switched access and private line transport services offered for the origination and/or termination of interexchange traffic.

"Act" means the Communications Act of 1934 (47 U.S.C. Section 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

"Ancillary Traffic" includes all traffic destined for ancillary services, or that may have special billing requirements, including but not limited to the following: Directory assistance, 911/E911, Operator call termination (busy line interrupt and verify), 800/888, and Line Information Database ("LIDB") requiring special billing.

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"Bill and Keep" is defined in §51.713 of the Federal Communications Commission in Docket No. 01-92, *In the Matter of Developing an Unified Intercarrier Compensation Regime* as an arrangement in which carriers exchanging telecommunications traffic do not charge each other for specific transport and/or termination functions or services.

"Commission" means the commission, board, or official (by whatever name designated) which under the laws of the state has regulatory jurisdiction with respect to intrastate operations of carriers for their Exchanges.

"Co-Provider" means an entity authorized to provide local exchange service that does not otherwise qualify as an ILEC.

"EAS/Local Traffic" means traffic that is originated by an end user of one Party and terminates to an end user of the other Party as defined in accordance with CenturyLink's then current EAS/Local serving areas, as determined by the Commission.

"Exchanges" means the local telephone exchanges each Party serves.

"Exchange Access" (intraLATA toll) is defined in accordance with CenturyLink's current intraLATA toll serving areas, as determined by CenturyLink's state and interstate tariffs and excludes toll provided using Switched Access purchased by an IXC.

"Incumbent Local Exchange Carrier" or "ILEC" means with respect to an area, the LEC that: (a) on February 8, 1996, provided Telephone Exchange Service in such area; and (b) (i) on February 8, 1996, was deemed to be a member of the exchange carrier association pursuant to § 69.601(b) of the FCC's regulations; or (ii) is a person or entity that, on or after February 8, 1996, became a successor or assign of a member described in clause (i) of this definition.

"Interexchange Carrier" or "IXC" means a carrier that provides interLATA or intraLATA toll services.

"Local Exchange Carrier" or "LEC" means any person or entity that is engaged in the provision of Telephone Exchange Service or Exchange Access service. Such term does not include any person engaged in the provision of a Commercial Mobile Radio Service ("CMRS"), e.g., paging, cellular, Personal Communications Service.

"Signaling System 7" or "SS7" is an out-of-band signaling protocol consisting of four basic sub-protocols:

- (a) Message Transfer Part, which provides functions for basic routing of signaling messages between signaling points;
- (b) Signaling Connection Control Part, which provides additional routing and management functions for transfer of messages other than call setup between signaling points;
- (c) ISUP, which provides for transfer of call setup signaling information between signaling points; and
- (d) TCAP, which provides for transfer of non-circuit related information between signaling points.

"Switched Access Service" means the offering of transmission and switching services to IXCs for the purpose of the origination or termination of Telephone Toll Service. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 8XX access, and 900 access and their successors or similar Switched Access Services.

"Switched Access Traffic" as specifically defined in CenturyLink's switched access tariffs, is traffic that originates at one of the Party's end user customers and terminates at an IXC point of presence, or originates at an IXC point of presence and terminates at one of the Party's end user customers, whether or not the traffic transits the other Party's network.

"Telephone Exchange Service" means a service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to

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end user customers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or comparable service provided through a system of switches, transmission equipment or other facilities (or combinations thereof) by which a subscriber can originate and terminate a telecommunications service.

“Telephone Toll Service” means a type of telecommunication service, commonly known as long-distance service, that is provided between LATAs and within LATAs and that is: (a) not included as a part of basic local exchange service; (b) provided between different exchange areas, and (c) billed to the end user customer separately from basic local exchange service.

“Termination” means the switching of EAS/Local Traffic at the terminating carrier’s end office switch, or equivalent facility, and delivery of such traffic to the called party’s premises.

“Transit Service” means the delivery of EAS/Local Traffic originated by an end user of one of the Parties, and delivered by the other Party to a third party LEC, ILEC, Co-Provider or CMRS within the same local calling area.

“Transport” means the transmission and any necessary tandem switching of EAS/Local Traffic from the interconnection point, or meet point, between the Parties to the terminating carrier’s end office switch that directly serves the called party.

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