## 15. Service Packages

15.21 Small Business Bundle

### 15.21.1 Description

A. Small Business Bundle is a business package which includes a combination of a dial-tone access line, unlimited local usage, unlimited intraLATA toll usage plus certain value added services for a flat monthly rate. Customers may also subscribe to select optional services as described below at a discounted rate. This package is offered on a month-to-month basis, as well as with a one, two or three-year term agreement.
B. Small Business Bundle includes the following:

- One (1) Business Exchange Service Line
- Unlimited local calling
- Unlimited IntraLATA toll calling
- Choice of any of the following calling features:

Caller Id with Name, Three-Way Calling, Call Forwarding Variable, Call Forwarding Busy Line Don't Answer, Call Forwarding Busy Line, Call Forwarding Don't Answer
C. Customers may select any of the following optional services at a discounted rate:

1. Call Answering
2. Measured Fax Line

### 15.21.2 Regulations

A. Small Business Bundle is available to business customers who subscribe to four (4) or fewer lines (voice grade or voice grade equivalent) at the time service is initiated.
B. Customers must purchase at least one (1) Small Business Bundle.
C. Small Business Bundle is available only on Business Exchange Service, where facilities permit
D. Small Business Bundle is available on a month-to-month basis as well as with a one, two or threeyear term agreement.
E. Optional Measured Fax Line:

1. Month-to-month basis only.
2. There is a limitation of one (1) fax line per customer's account.
3. Measured fax line may only be used for transmission of data and may not be used for voice applications or for internet connections. FairPoint reserves the right to restrict the number of other services and/or equipment furnished or used in connection with any particular class of service in order to prevent any impairment in the quality of service furnished. If the customer uses this service for any non-eligible purpose, including, but not limited to, the examples noted above, the Telephone Company may suspend, restrict or cancel the service.


## 15. Service Packages

15.21 Small Business Bundle

### 15.21.2 Regulations

F. $\quad$ To be eligible for the Small Business Bundle, business customers must subscribe to an eligible interstate long distance calling plan as found in the Enhanced Communications of Northern New England Inc D/B/A FairPoint Long Distance - NNE Posted Rates, Terms and Conditions. Customers who would like unlimited interstate Long Distance calling must subscribe to the National Unlimited Long Distance plan also found in the Enhanced Communications of Northern New England Inc D/B/A FairPoint Long Distance - NNE Posted Rates, Terms and Conditions. No other unlimited interstate Long Distance calling plans for business can be combined with the Small Business Bundle.
G. Small Business Bundle is not available with the following business packages or optional plans: Selective Calling Service, Corporate Rewards, and the Outward Toll Calling Plan option of the Customized Net saver Plan.
H. Small Business Bundle is not available in combination with other IntraLATA optional calling plans or virtual private network services.
I. Small Business Bundle is not available with services provided under a special contract.
J. Small Business Bundle is not available with the following services:

- Enhanced FlexGrow Service
- PBX trunks
- Ground Start Lines or Trunks
- ISDN Basic Service
- ISDN Primary Service
- Remote Call Forwarding Service
- Foreign Exchange Service
- Foreign Central Office
- Public Telephone Service
- Dormitory Communication Service
- Enhanced Universal Emergency Number Service 911
- Flexpath
- Analog to Digital Conversion Digital PBX Services
- NOVA
- Superseded Analog Centrex Services
- Centrex
- Centrex Plus
- Custopak
K. Small Business Bundle does not include calls to the following services:
- Local Directory Assistance Service
- Call Connect Service
- Business Line Verification
- Busy Line Interrupt
- National-411 (N-411) Service
- All Operator Dialed Calls
- Calling Card Calls
- Customer Dialed Collect, Bill-to-Third Number or Person-to-Person Calls
- Corrections-Collect Calls


### 15.21.2 Regulations

L. Small Business Bundle may only be used for voice applications and may not be used for the transmission of data, for internet connections, or for any other non-voice application. These services may not be used for autodialing. FairPoint reserves the right to restrict the number of other services and/or equipment furnished or used in connection with any particular class of service in order to prevent any impairment in the quality of service furnished. If the customer uses this service for any non-eligible purpose, including, but not limited to, the examples noted above, the Telephone Company may suspend, restrict or cancel the service.
M. Details on unlimited local and unlimited intraLATA calls made will not be available with this service.
N. Customers can not downgrade from a two or three-year term agreement to a one-year term agreement.

### 15.21.3 Month-to-Month, One, Two and Three-Year Term Agreements

A. Small Business Bundle is available on a month-to-month basis or on a one, two or three-year term agreement
B. Customers may discontinue the month-to-month option at any time without penalty upon request to the Telephone Company.
C. One, two or three-year term agreements are applied per line and are required to be coterminus. At the end of the term period or any subsequent renewal period, the agreement automatically will be renewed for successive one, two or three-year terms at the same terms and conditions, unless either party provides advance notice that it does not wish to renew the term. Each subsequent renewal will allow a 60-day grace period for the subscriber to remove the plan without penalty. Pricing will remain the same during any automatic renewal unless the Telephone Company has provided advance notice of any change. Customers can move from a one to a two or three-year term agreement without incurring a penalty.
D. In the event the customer terminates service within the first 30 days, the customer will be liable for the applicable monthly rate incurred by the customer and non-recurring charges; however, the termination liability will be waived. If the customer terminates service after 30 days but prior to the completion of the term agreement, the customer shall be liable for any early termination charge and non-recurring charges.

15. Service Packages
15.21 Small Business Bundle
15.21.4 Termination Liability
A. Small Business Bundle is offered on a month-to-month, one, two or three-year term agreement.
B. Termination charges do not apply for month-to-month agreements.
C. Early termination of a Small Business Bundle term agreement by the customer will be calculated as follows:

- If a customer cancels service within the first year of a term agreement, whether in a 1,2 or 3 year agreement, the early termination fee is $100 \%$ of the remaining balance.
- If a customer cancels service within the second year of the term agreement, whether in a 2 or 3 year agreement, the early termination fee is $50 \%$ of the remaining balance.
- If a customer cancels service within the third year of the term agreement, in a 3 three agreement, the early termination fee is $25 \%$ of the remaining balance.

1. An early termination charge will not apply under the following circumstances:
a. Customer moves existing service either to a new location within the same address and/or same building (inside move) or to a new location at a different address and/or building (outside move) and maintains that service for the remainder of the term. The number of lines in service at the new location must be greater than or equal to the number of lines in service at the former location. The agreement will be moved with the service or a new term agreement may be elected; or
b. Customer attempts to move the existing service to a new location within the Company's service area, but the service is unavailable; or
c. Customer renegotiates a new term agreement plan for the same service before the current term agreement expires and the value of the new term agreement is equal to or greater than the remaining value of the current term agreement; or
d. Customer changes to another service or upgrades service under a term agreement, and the value of the new term agreement is equal to or greater than the remaining value of the current term agreement; or
e. Customer terminates service within the first 30 days, starting on the Order Completion Date; or
f. Customer terminates service at the end of the final month of the term agreement.
2. Service Packages
15.21 Small Business Bundle

### 15.21.5 Payment Plan

A. Discontinuance of Service- Service may be discontinued at any time during a term commitment period. The customer will be billed termination charges as specified in Part A, Section 15.21.4.
B. Additional Lines- Additional lines may be added to an existing system at any time during the system's term commitment. The agreement for growth lines (up to 4 lines) will be coterminous with the expiration date of the Small Business Bundle agreement. Regardless of when ordered, all Small Business Bundle lines are billed at the same rate.
C. Relocation- Small Business Bundles may be relocated to a different premise served by the same central office or to another central office served by the Company without incurring termination charges. The number of Small Business Bundle lines in-service at the new location must be greater than or equal to the number of lines (up to 4 lines) in service at the former location. Contractual billing may continue unchanged or a new service agreement may be elected for the system. The term length of a new term commitment must be equal to or greater than the remaining term on the prior commitment.

1) Applicable nonrecurring charges will apply at the new location for continuation of term plans.
2) Applicable nonrecurring charges do not apply at the new location if a new term agreement is selected.
D. Conclusion of a Term Commitment- At the expiration of a Small Business Bundle term agreement, the agreement will automatically be renewed for a successive one-year, two-year or three-year term at the same terms and conditions unless either party provides advance notice that it does not wish to renew the term. Each subsequent renewal will allow a 60-day grace period for the customer to remove the service package without penalty.
E. Renegotiate Terms- The customer may request to renegotiate a term commitment at any time during the existing agreement. The amended agreement must be for an equal or greater number of lines (up to 4 lines) than the currently effective agreement and must be for a period of time at least equal to the remaining life of the currently effective agreement. A new term agreement begins the day following the completion of the order. The amended agreement will allow a 60 -day grace period for the customer to remove the service package without penalty. . When the sole purpose of the order is to renegotiate the term commitment, no S\&E charge will apply. If the customer has multiple accounts and wants to combine them on one bill, an S\&E charge for rearranging combined billing as specified in NHPUC No. 83 Part M Section 1.5.2 applies for the order. Any other one time or nonrecurring charges previously paid do not apply
F. Transfer of Service- At the sole discretion of the Telephone Company, written permission may be granted to assign the obligation to pay term commitment charges to another customer at the same location for an S\&E charge for transfer of service as specified NHPUC No. 83 Part M Section 1.5.2. In addition to assuming responsibility to pay the term commitment charges, the new customer assumes the conditions applicable to Small Business Bundle at the time of the transfer.
1. A transfer of service without permission is not allowed.
G. Temporary Suspension of Service- Small Business Bundle lines can be associated with the provisions of temporary suspension of service.


## 15. Service Packages

### 15.21 Small Business Bundle

### 15.21.6 Application of Rates and Charges

A. Monthly Rates - The Small Business Bundle rates apply in lieu of the monthly rates that would otherwise apply for the individual services available in the Small Business Bundle.
B. Monthly rates for optional products (call answering and measured fax line) are in addition to the rates and charges for the Small Business Bundle lines.
C. Optional Measured Fax Line Usage Rates -

1. Uniform rates that do not vary by time of day or day of week, billed per minute or fraction thereof.
2. The total of the rates for the line and usage is capped.
D. Service and Equipment charges apply per customer installation order (up to 4 lines) as specified in Part M, Section 1.15.21 for customers purchasing Small Business Bundle on a month-to-month basis.
E. Applicable Service and Equipment charges as specified in Part M, Section 1.15 .21 will be waived for customers subscribing to one, two or three year agreements.
F. Service and Equipment Charges do not apply to an existing customer who chooses to add a Small Business Bundle to their line.
G. Existing Small Business Bundle customers provided under month-to-month payment plan may convert to a term agreement and will receive waiver of the S\&E charges associated with installation of a Small Business Bundle.
H. An S\&E charge for rearranging combined billing as specified in NHPUC No. 83 Part M Section 1.5.2 applies when a customer has multiple accounts and would like to combine them on one bill. Any other one time or nonrecurring charges previously paid do not apply.

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

1. Exchange and Network Services
1.15 Service Packages

1.15.21 Small Business Bundle
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