



Pinellas County – Frontier
– Combined Service Schedule

This is the Pinellas County Florida-Frontier Combined Schedule #1 (“Combined Schedule”) dated November 15, 2023 for each of the services listed in Exhibit A attached hereto and incorporated herein by this reference as if set forth herein.

This Combined Schedule (and the terms and conditions set forth below) is a “Schedule” under and pursuant to the terms and conditions of the Frontier Services Agreement dated February 6, 2017 (the “FSA”) and incorporates the service schedules and supplemental terms and conditions set forth below (each a specific “Schedule” or “Schedules”) all of which are incorporated herein by this reference.

The FSA is by and between Pinellas County, a political subdivision of the State of Florida, on behalf of itself and its affiliates receiving services thereunder (“Customer”) and Frontier Communications of America, Inc. on behalf of itself and its affiliates providing services thereunder (“Frontier”).

Customer may place orders for new, upgrade, and/or renewal services and/or locations and Frontier agrees to provide the Services and Equipment identified by Customer in Customer issued purchase orders to Frontier setting forth the requested services, locations and other information as required for each respective specific service schedule. Frontier will provide the requested services under, pursuant to and per the terms and conditions in the specific appropriate Schedules in Exhibit A for the identified services at the pricing identified in Exhibit B attached hereto and made a part hereof by this reference as if set forth herein. The term of service for each such service shall (1) start on the earlier of (a) Customer’s use of the service or (b) five (5) days after installation and turn-up of such service and (2) end on the date that is three (3) years (i.e. thirty-six (36) months) after the Effective Date of this Combined Schedule.

This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.

**Pinellas County, a political subdivision of the
State of Florida**

Signature: _____
Printed
Name: _____
Title: _____
Date: _____

Signature: _____
Printed
Name: _____
Title: _____
Date: _____



Exhibit A

Index of Service Schedules

(copies of the terms and conditions of each of the following Service Schedules
are attached hereto and incorporated herein by this reference)

- (1) Dedicated Internet Access (DIA) Schedule
- (2) SIP Trunking Schedule
- (3) Business Local and LD Schedule
- (4) Frontier Business Voice Schedule
- (5) OneVoice Schedule
- (6) Frontier Business Fiber Internet Schedule
- (7) Frontier Broadband Schedule
- (8) MPLS/IP VPN Schedule 10 locations Schedule
- (9) MPLS/IP VPN Schedule 20 locations Schedule
- (10) Ethernet Local Area Network E-LAN Schedule
- (11) E-Line, EvPL, EPL Schedule
- (12) Unified Communications by Frontier Schedule
- (13) Frontier Managed Wireless LAN Schedule
- (14) Frontier Managed Firewall Schedule
- (15) Frontier Managed Network Services Schedule



Dedicated Internet Access (DIA) Schedule

This is Schedule Number _____ to the Frontier Services Agreement dated **Select Month** _____, 20____ (“FSA”) by and between **insert customer name** (“Customer”) and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates (“Frontier”). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Primary Service Location: _____ **Schedule Date:** **Select Month** _____, 20____
Schedule Type/Purpose: **Select** **Service Term:** **Select**

Service Summary	NRC	MRC
Dedicated Ethernet Internet Access bandwidth (details in Table 1)	\$	\$
Static Block(s) (*NRC waived on Renewal; details in Table 2)	\$	\$
Special Construction	\$	\$
Total:	\$	\$

Table 1: Internet Access Locations					
Service Location	Service Address, and NPA NXX:	Service		Charges	
				NRC	MRC
A	street, city, state, zip, NPA NXX	Bandwidth Access (Mbps)	SelectMbps	\$	\$
B	street, city, state, zip, NPA NXX	Bandwidth Access CIR (Mbps)	SelectMbps	\$	\$
C	street, city, state, zip, NPA NXX	Bandwidth Access (Mbps)	SelectMbps	\$	\$
D	street, city, state, zip, NPA NXX	Bandwidth Access (Mbps)	SelectMbps	\$	\$
E	street, city, state, zip, NPA NXX	Bandwidth Access (Mbps)	SelectMbps	\$	\$
Subtotal:				\$	\$

Table 2: IP Addresses		
Static Block (*NRC waived on Renewal)	NRC	MRC
Service Location (from Table 1): select	Select	



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Service Location (from Table 1): select	Select	
Service Location (from Table 1): select	Select	
Service Location (from Table 1): select	Select	
Service Location (from Table 1): select	Select	
Subtotal:	\$	\$

1. Service Description.

a. **Dedicated Internet Access (“DIA”)** DIA is a dedicated bandwidth from Customer Service Location to the Frontier IP network then to the public Internet which provides reliable, secure and scalable bandwidth. Physical termination shall conform to applicable rules and regulations with respect to Minimum point of entry (MPOE) and demarcation point. If Customer requests extensions beyond the MPOE, such extension (s) shall be subject to Frontier’s cabling service policies and Frontier’s charges related thereto per separate Frontier Cabling Service and Fee Schedule.

Pre-installation cancellation fees, FOC Notice and Special Construction.

Pre-installation cancellation fees. ~~Notwithstanding any provision of the FSA: (1) If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment, Customer shall pay a processing fee of \$750 (the “Processing Fee”) and (2) Frontier will provide Customer with notice (the “FOC Notice”) of the project completion date (the “FOC Date”) as soon as possible in light of the requested services and customer’s location. If Customer cancels more than ten (10) business days after the issuance of the FOC Notice, Customer shall pay the Processing Fee and the total costs and expenditures of Frontier in connection with establishing the Service and / or providing the Equipment prior to Frontier’s receipt of notice of cancellation including but not limited to any construction and engineering costs and Equipment restocking fees.~~

Special Construction: All Services are subject to availability and Frontier Network limitations. The rates identified in this Schedule are ~~estimated based on standard~~ installation costs and Services may not be available at all service locations at the rates identified. If Frontier determines, in its reasonable discretion, that the costs of provisioning Service to any service location are materially higher than normal, Frontier will notify Customer of the additional costs associated with provision of the Services and request Customer’s acceptance of such costs as a condition to proceeding (“Special Construction”). Upon notification that Special Construction is required, Customer will have ten (10) business days to notify Frontier of its acceptance. If the Customer does not agree to the Special Construction within ten (10) business days, the Customer shall be deemed to have cancelled the Service Schedule without further liability. If the Customer agrees to the Special Construction, Frontier and Customer will execute a replacement Schedule. ~~Notwithstanding the foregoing, Customer shall not be required to pay construction, engineering and Processing Fees if the cancellation is within ten (10) business days of receipt of Frontier’s notification of additional special construction and engineering costs pursuant to this Service Schedule.~~

3. Obligations of Customer. Customer is responsible to ensure appropriate processes and protocols are in place for rate shaping to the amount of throughput ordered. Customer acknowledges that failure to comply with this responsibility may negatively impact Service performance.

4. After Hours/Holiday Labor Hours. If Customer desires coordinated turn up services (“After Hours”) during non-business hours, defined below, then the After Hours services shall be provided at the rate of \$175.00 per hour. Non-business hours include: (1) weeknights between the hours of 5:00 p.m. and 7:59 a.m. local time; (2) weekends, including Saturday and/or Sunday and (3) the Frontier designated holidays (New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day and Christmas Day).



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Such After Hours services may be subject to change, based upon Frontier's reasonable determination of increases in actual costs to provide such After Hours services, determined in accordance with generally accepted commercial accounting practices, and consistent with After Hours service charges for projects comparable to the project outlined in this Schedule

5. Internet Acceptable Use Policy and Security. Customer shall comply, and shall cause all Service users to comply, with Frontier's Acceptable Use Policy ("AUP"), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change: http://www.frontier.com/policies/commercial_aup/. Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Failure to comply with the AUP is grounds for immediate suspension or termination of Frontier Internet Service, notwithstanding any notice requirement provisions of the FSA. Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer's systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer's accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer's or third parties' usage of Frontier Internet access through Customer's hardware or software.

6. Service Level Agreement. The Dedicated Internet Access Service Level Agreement for Dedicated Internet Access is attached hereto and incorporated herein as Exhibit 1.



EXHIBIT 1
Service Level Agreement

This **Dedicated Internet Access Service Level A Agreement (“SLA”)** applies to an Dedicated Internet Access (DIA) Schedule, executed by and between **Insert Customer Name (“Customer”)** and **Frontier Communications of America, Inc. (“Frontier”)**. The terms of this SLA apply exclusively to the Dedicated network elements directly within Frontier’s management responsibility and control (“On-Net Service”).

1. Operational Objectives

A. **Availability:** Circuit Availability is the ability to exchange data packets with the nearest Frontier Internet Point of Presence (“POP”) or DIA Customer egress port (Z location) via the ingress port (A location). “Service Outage” occurs when packet transport is unavailable or when the output signal is outside the limits of this service guarantee. Availability is measured by the number of minutes during a calendar month that the On-Net Service is operational, divided by the total minutes in that calendar month. Calculation is based on the stop-clock method beginning at the date and time of the Customer-initiated trouble ticket and ends when Frontier restores SLA-compliant circuit operation. Frontier’s On-Net Service Availability commitment and applicable Service credit are outlined in **Table 1A**, subject to Sections 3 and 4 below.

Table 1A: Dedicated Internet Access		
Circuit Availability (CA)		MRC Service Credit
Availability	99.99%	Below 99.99% Service Credit 30% MRC

B. **Mean Time to Repair (MTTR):** MTTR is a monthly calculation of the average duration of time between Trouble Ticket initiation (in accordance with Section 2B) and Frontier’s reinstatement of the DIA Service to meet the Availability performance objective. The MTTR objectives, and credits applicable to a failure to meet such objectives, are outlined in **Table 1B**, subject to Sections 3 and 4 below.

Table 1B: Dedicated Internet Access		
Mean Time To Repair		MRC Service Credit
MTTR	4 Hours	25 % MRC above 4 hrs
		50% MRC above 6 hrs.

C. To the extent applicable, the Customer is entitled to one Service Credit per Service Outage (i.e. for either the higher of Circuit Availability credit or Mean Time to Repair credit, if applicable). If applicable, the On-Time Provisioning credit would be in addition to the Service Outage credit.

2. Service Outage Reporting Procedure.

- A. Frontier will maintain a point-of-contact for Customer to report a Service Outage, twenty-four (24) hours a day, seven (7) days a week.
- B. When DIA Service is impacted from a Service Outage, Customer must contact Frontier’s commercial customer support center (also known as the “NOC”) at 1-(888) 637-9620 to identify the Service Outage and initiate an investigation of the cause (“Trouble Ticket”). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate Frontier departments will initiate diagnostic testing and isolation activities to determine the source. In the event of a Service Outage, Frontier and Customer will cooperate to restore the Service. If the cause of a Service Outage is a failure of Frontier’s equipment or facilities, Frontier will be responsible for the repair. If the degradation is caused by a factor outside the control of Frontier, Frontier will cooperate with Customer to conduct testing and repair activities at Customer’s cost and at Frontier’s standard technician rates.
- C. A Service Outage begins when a Trouble Ticket is initiated and ends when the affected DIA Service is Available; provided that if the Customer reports a problem with a Service but declines to allow Frontier access for testing and repair, the Service will be considered to be impaired, but will not be deemed a Service Outage subject to these terms.
- D. If Frontier dispatches a field technician to perform diagnostic troubleshooting and the failure was caused by the acts or omissions of ~~Customer or its employees, affiliates, contractors, agents, representatives or invitees; then Customer will pay Frontier for all related time and material costs at Frontier’s standard rates.~~

3. Credit Request and Eligibility.

A. In the event of a Service Outage, Customer may be entitled to a credit against the applicable DIA Service MRC if (i) Customer initiated a Trouble Ticket; (ii) the Service Outage was caused by a failure of Frontier’s equipment, facilities or personnel; (iii) the Service Outage warrants a credit based on the terms of Section 1; and (iv) Customer requests the credit within thirty (30) days of last day of the calendar month in which the Service Outage occurred.



- B. Credits do not apply to Service Outages caused, in whole or in part, by one or more of the following: (i) the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; (ii) failure of power; (iii) the failure or malfunction of non-Frontier equipment or systems; (iv) circumstances or causes beyond the control of Frontier or its representatives; (v) a Planned Service Interruption; (vi) Emergency Maintenance or (vii) interruptions resulting from Force Majeure events as defined in Customer's FSA . In addition, Customer will not be issued credits for a Service Outage during any period in which Frontier is not provided with access to the Service location or any Frontier network element, or while Customer is testing and/or verifying that the problem has been resolved. "Planned Service Interruption" means any Service Outage caused by scheduled maintenance, planned enhancements or upgrades to the Frontier network; provided that Frontier will endeavor to provide at least five (5) business days' notice prior to any such activity if it will impact the Services provided to Customer. "Emergency Maintenance" means maintenance which, if not performed promptly, could result in a serious degradation or loss of service over the Frontier network.
 - C. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of 50% of the MRC for the impacted DIA Service, per month. For cascading failures, only the primary or causal failure is used in determining Service Outage and associated consequences. Only one service level component metric can be used for determining Service credits. In the event of the failure of the Service to meet multiple metrics in a one-month period, the highest Service credit will apply, not the sum of multiple Service credits. For example, If Customer's Service Outage triggers both operational objectives (i.e. Circuit Availability and Mean Time to Repair), Customer will receive the highest available Service Credit, but not both.
 - D. This SLA guarantees service performance of Frontier's Dedicated Internet Access services only. This SLA does not cover TDM services [DS1, NxDS1, or DS3 services] or other voice or data services provided by Frontier. This SLA does not apply to services provided over third party non-partner facilities, through a carrier hotel, or over Frontier facilities which terminate through a meet point circuit with a third party non-partner carrier.
 - E. The final determination of whether Frontier has or has not met SLA metrics will be based on Frontier's methodology for assessment of compliant performance. Service Outage credits are calculated based on the duration of the Service Outage, regardless of whether such Service Outage is the result of failure of the Service to meet one or more performance metric.
 - F. Credit allowances, if any, will be deducted from the charges payable by Customer hereunder and will be expressly indicated on a subsequent bill to Customer. Credits provided pursuant to this SLA shall be Customer's sole remedy with regard to Service Outages.
4. **Chronic Outage:** An individual DIA Service qualifies for "Chronic Outage" status if such service fails to meet the Availability objectives, and one or more of the following: (a) a single Trouble Ticket extends for longer than 24 hours, (b) more than 3 Trouble Tickets extend for more than 8 hours, during a rolling 6 month period, or (c) 15 separate Trouble Tickets of any duration within a calendar month. If an DIA Service reaches Chronic Outage status, then Customer may terminate the affected DIA Service without penalty; provided that Customer must exercise such right within ten (10) days of the DIA Service reaching Chronic Outage status and provide a minimum of 15 days prior written notice to Frontier of the intent to exercise such termination right.



Sip Trunking Schedule

This is Schedule Number _____ to the Frontier Services Agreement dated **Select Month**, _____, 20____ (“FSA”) by and between **Insert Customer Name** (“Customer”) and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates (“Frontier”). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Primary Service Location:

Street Address:

City, State, Zip: _____, _____, _____

Schedule Date: **Select Month**, _____ 20____

Service Term: **Select**

Schedule Type/Purpose: **Select**

SIP Trunking Service		MRC	QTY	TOTAL MRC
SIP Trunking (Concurrent Call Session)	Service Type: Select	\$		\$
Direct Inbound Dialing (“DID”) (included)		\$ 0.00	Select	\$ 0.00
Additional Direct Inward Dialing (“DID”)		\$		\$
Out of Footprint Remote DID		\$ NRC*		\$
Domestic Block of Time Plans		Minutes		
1+ outbound Long-Distance Block of Time (Included)		Select		
1+ outbound Long-Distance Block of Time (Additional)		Select		
Toll Free Block of Time		Select		
Other LD (Additional Block of Time)		Select		
Additional Features		MRC	Qty.	Overage
Toll Free Number		\$		\$
International LD		Select	Select	\$
Other Feature(s) ADD BDT NUMBER		\$		\$
Other Feature(s) ADD BDT NUMBER		\$		\$
Domestic Measured / Metered Long Distance			Per Minute Rate	
1+ outbound for Voice over IP Service			\$ / min.	
Network Services		Description	Bandwidth (Mbps)	TOTAL MRC
Access Circuit (EVPL) with Platinum EVC			Select Mbps	\$ 0.00
Equipment		NRC	QTY	TOTAL NRC
PRI Installation Kit		\$		\$
Analog Business Line Installation Kit		\$		\$
Rack Mount Brackets: none selected		\$		\$
Interface Device		Qty		NRC
Integrated Access Device (“IAD”): select				\$ 0.00
Managed Router SIP Select				\$ 0.00
Additional Service			NRC	TOTAL NRC
Special Construction			\$ 0.00	\$ 0.00



Combined/Grand Total:	NRC \$	MRC \$
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1. SERVICE DESCRIPTIONS.

A. SIP Trunking

1. Service Description.

- A. Frontier SIP Trunking Service is a business voice communications service using Internet Protocol (IP) technology. It provides voice communications between a station on an IP-capable PBX (IP-PBX) on Customer's local area network (LAN) and (i) for off-net Services, a station on the Public Switched Telephone Network ("PSTN"); (ii) for on-net Services, a station on Frontier's converged services network, in each case using IP technology and SIP Trunking service functionality.
- B. Frontier SIP Trunking Service provides the following:
 - Access to the PSTN, or additional ports on Frontier's converged services network
 - VoIP service using the Session Initiation Protocol (SIP) to provide telephone services to Customer's equipped with a SIP-based private branch exchange (IP-PBX)
 - Access to 9-1-1 Emergency Services, subject to the limitations and terms in this Schedule.

B. SIP SERVICE WITH TDM HANDOFF

1. Service Description.

- A. SIP Service with TDM Handoff is a business voice communications service using Internet Protocol (IP) technology. It provides voice communications between a station on a TDM-capable PBX on Customer's local area network (LAN) and (i) for off-net Services, a station on the Public Switched Telephone Network ("PSTN"); (ii) for on-net Services, a station on Frontier's converged services network, in each case using IP technology and SIP Trunking service functionality.
- B. Frontier **SIP Service with TDM Handoff** provides the following:
 - Access to the PSTN, or additional ports on Frontier's converged services network
 - VoIP service using the Session Initiation Protocol (SIP) to provide telephone services via an IAD to Customer's equipped with a TDM-based private branch exchange (PBX)
 - Access to 9-1-1 Emergency Services, subject to the limitations and terms in this Schedule
- C. Service related to the IAD consists of the following:
 - Configuration. Frontier will configure the IAD based on documented Customer requirements.
 - Response. Frontier will work to isolate and determine the source and severity of the problems. If a problem is caused by either the network transport or the IAD, Frontier and Customer will cooperate to restore the IAD to operational condition. If the source of the problem is within the IAD, Frontier will be responsible for the repair or replacement of the IAD, in Frontier's sole discretion. If the source of the problem is not the IAD, at Customer's request Frontier will cooperate with Customer to conduct testing and repair activities, subject to Frontier's standard technician rates.
 - Exclusions. Frontier has no responsibility with respect to: (i) electrical work external to the IAD, including but not limited to power or back-up power to or from the IAD; (ii) IAD failures caused by factors not related to the IAD or outside Frontier's control, including but not limited to failure of the Service Location or any of Customer's other network equipment or facilities to conform with Frontier's specifications; (iii) use of the IAD for any purpose other than as intended by the manufacturer; (iv) damage caused by anyone other than an Frontier employee or representative; (v) IAD supplies, accessories, painting, or refurbishing; and (vi) any activity related to anything not furnished by Frontier, or use of IAD which fails to conform to manufacturer or Frontier specifications.

C. **Ethernet Virtual Private Line (EVPL)** is a data transport configuration providing point-to-point or point-to-multipoint Ethernet connections between a pair of User Network Interfaces (UNIs). EVPL as a point-to-point configuration can be used to support delivery of eligible Frontier services to a designated Customer. Location (e.g. Frontier Connect—Cloud). EVPL is a carrier grade data networking service featuring Quality of Service (QoS) and the following progressively higher Class of Service (CoS) levels: Platinum Service (Real Time). Frontier provides EVPL Silver Service on a standard best efforts' basis and subject to unspecified variable bit rate, latency, and packet loss with dependencies on current traffic load(s) within Frontier's Shared Infrastructure. EVPL will be designed, provisioned and implemented according to standard switched Ethernet components consisting of service multiplexed capability over UNIs and Ethernet Virtual Connections (EVCs) through the use of Virtual Local Area Networks (VLANs) in order to secure traffic separation, privacy and security between Customer's Service Locations over Frontier's shared switch and backbone infrastructure. Ethernet Virtual Private Line will accept and carry untagged and or tagged traffic as described per IEEE 802.1Q networking standards specific to Frontier's Ordering Guidelines for this Service. Physical termination shall conform to applicable rules and regulations with respect to Minimum point of entry (MPOE) and demarcation point. If Customer requests extensions beyond the MPOE, such extension (s) shall be subject to Frontier's cabling service policies and Frontier's charges related thereto per separate Frontier Cabling Service and Fee Schedule.

2. EMERGENCY 911 SERVICE.

A. E911 LIMITATION ISSUES: Customer acknowledges that the Service is provided directly to Customer's IP PBX server, and the outgoing telephone number or numbers (Emergency Location Identification Numbers, or "ELIN") sent to Frontier's network and used for Automatic Number Identification ("ANI") for locating the origination position of an E911 call is/are provisioned and programmed into the PBX. Customer understands and acknowledges that changing the Service location affects emergency 911 location services, and agrees that the SIP Trunking Service will not be used at any location other than the Primary Service Location identified in this Schedule. Customer



requests and agrees that all emergency 911 calls made through Frontier's network will be sent to the Public Safety Answering Point serving the Primary Service Location. If Customer wishes to change the Primary Service Location, Customer will contact Frontier, and Frontier will provide Customer with information about how to update the registered location of the Equipment. Customer is responsible for managing and maintaining the accuracy of ANI with respect to the Services, including but not limited to providing timely, accurate and inclusive information to Frontier for submission into the E911 database. Frontier assumes no liability for use of the Service other than as described herein. Customer is responsible for notifying each individual using the Service that the Equipment can not be used for any calls (including but not limited to emergency calls) if the broadband connection or electrical power to the Equipment fails. **CUSTOMER SPECIFICALLY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDS THE LIMITATIONS OUTLINED HEREIN. CUSTOMER WILL DEFEND, INDEMNIFY, AND HOLD FRONTIER HARMLESS FROM ANY LOSS, COST, EXPENSE OR LIABILITY (I) ARISING FROM OR IN ANY WAY RELATED TO CUSTOMER'S FAILURE TO PROVIDE THE REQUIRED NOTICES, OR (II) OTHERWISE RELATED TO THE USE OF E-911 SERVICES, EXCEPT TO THE EXTENT CAUSED BY FRONTIER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**

B. **DISCLAIMER: 911 SERVICE IS OFFERED SOLELY AS AN AID IN CONTACTING AN APPROPRIATE PSAP IN CONNECTION WITH FIRE, POLICE AND OTHER EMERGENCIES. FRONTIER IS NOT RESPONSIBLE FOR ANY LOSSES, CLAIMS, DEMANDS, SUITS OR ANY LIABILITY WHATSOEVER, WHETHER SUFFERED, MADE, INSTITUTED OR ASSERTED BY CUSTOMER OR BY ANY OTHER PARTY OR PERSON FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON OR PERSONS, AND FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY, WHETHER OWNED BY CUSTOMER OR OTHERS, CAUSED OR CLAIMED TO HAVE BEEN CAUSED BY: (1) MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR OTHER DEFECTS IN THE PROVISION OF EMERGENCY 911 SERVICE, OR (2) INSTALLATION, OPERATION, FAILURE TO OPERATE, MAINTENANCE, REMOVAL, PRESENCE, CONDITION, LOCATION OR USE OF ANY EQUIPMENT AND FACILITIES FURNISHING THIS SERVICE. FRONTIER IS NOT RESPONSIBLE FOR ANY INFRINGEMENT OR INVASION OF THE RIGHT OF PRIVACY OF ANY PERSON OR PERSONS, CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE INSTALLATION, OPERATION, FAILURE TO OPERATE, MAINTENANCE, REMOVAL, PRESENCE, CONDITION, OCCASION OR USE OF EMERGENCY 911 SERVICE AND THE EQUIPMENT ASSOCIATED THEREWITH, OR BY ANY SERVICES FURNISHED BY FRONTIER INCLUDING, BUT NOT LIMITED TO, THE IDENTIFICATION OF THE TELEPHONE NUMBER, ADDRESS OR NAME ASSOCIATED WITH THE PHONE USED BY THE PARTY OR PARTIES ACCESSING EMERGENCY 911 SERVICE, AND WHICH ARISE OUT OF THE NEGLIGENCE OR OTHER WRONGFUL ACT OF FRONTIER, CUSTOMER, ITS END USERS, AGENCIES OR MUNICIPALITIES, OR THE EMPLOYEES OR AGENTS OF ANY ONE OF THEM.**

3. SERVICE AVAILABILITY.

A. Customer's Local Area Network ("LAN") environment must meet the requirements for speed, duplex, bandwidth, and appropriate "Managed Switch" support. LAN wiring must be Category 5 (CAT5) or better. Any IP-PBX used by Customer must be validated by Frontier for service availability. Frontier's IP-VPN (without limitation) is not available at all locations, depending on the availability of appropriate enabling facilities and the condition of the facilities serving Customer's location.

B. Customer is responsible for the correct setup and Customer is responsible for maintaining the quality and condition of its LAN, and thus, Frontier is not responsible for poor quality or outages of the Service that result from the quality or condition of Customer's LAN. Frontier reserves the right to reject any order for Services for any reason, including without limitation the inability or impracticality of providing such Service in a particular geographic area in which Frontier does not have sufficient presence, capacity, corporate infrastructure or network technical infrastructure to effectively support the requested Service. In addition, Customer understands that use of the Services is restricted in the following manner: (i) At any given time, Customer may only place as many concurrent calls as it has purchased simultaneous calling capacity; (ii) Customer may modify Frontier installed design and/or configuration at their own risk; (iii) Customer may not utilize auto-dialers or any similar type of device in connection with Frontier SIP Trunking Service; and (iv) Customer may not use Frontier SIP Trunking Service for telemarketing, fax broadcasting, fax blasting, or continuous or extensive call forwarding. **CUSTOMER EXPRESSLY ACKNOWLEDGES THAT ANY VIOLATION OF THE FOREGOING RESTRICTIONS ON ITS USE OF THE SERVICE MAY RESULT IN THE IMMEDIATE TERMINATION OF THE SERVICE BY FRONTIER.**

4. OBLIGATIONS OF CUSTOMER.

A. Customer shall properly use any equipment or software, and all pass codes, personal identification numbers ("**PINs**") or other access capability obtained from Frontier or an affiliate or vendor of Frontier and shall surrender the equipment and software in good working order to Frontier at a place specified by Frontier and terminate all use of any access capability upon termination or expiration of this Schedule. Customer shall be responsible for all uses of PINs, pass codes or other access capability during or after the term hereof.

B. Except as otherwise expressly stated herein, Customer is responsible for obtaining, installing, configuring and maintaining all equipment (including, but not limited to, SIP phones, and firewalls), software, wiring, power sources, telephone connections and/or communications services necessary for interconnection with Frontier's network or otherwise for use in conjunction with IP Service (Facilities). Customer is responsible for ensuring that such Facilities are compatible with Frontier's requirements and that they continue to be compatible with subsequent revision levels of Company-provided equipment, software and services. Frontier is not responsible for the availability, capacity and/or condition of any Facilities not provided by Frontier. Customer is responsible for operation and configuration of its computer(s) and LAN/WAN. If Customer connects any Facilities to IP Service that Customer reasonably should know may not be compatible with IP Service, Customer is solely responsible for any effects that arise from that connection and Customer waives any claims against Frontier relating to the performance of IP Service. Customer may purchase CPE necessary for use of the Services, as well as extended Maintenance in such CPE from Frontier under the terms of a separate Equipment Purchase, Installation and Maintenance agreement.

C. Use of IP Service, like other network-based services, carries certain security risks to the systems and networks of Customer, Frontier and third parties including, but not limited to: misuse; unauthorized access; alterations; theft; destruction; corruption; and attacks ("Occurrences"). Customer shall, at its own expense, take security measures including but not limited to use of firewalls, passwords, access restrictions, encryption, policies, and physical access restrictions ("Security Measures") to protect from Occurrences all Services, IP traffic, Facilities and other equipment, software, data and systems located on Customer's premises or otherwise in Customer's control and used in connection with IP Service, whether owned by Customer, Frontier, or Frontier's subcontractors.



D. Customer agrees that Frontier is not liable, in contract, tort, or on any other basis, for any loss resulting from any Occurrences or use of Services, Facilities or other equipment, software, data and systems. Customer is responsible for all security measures, even if Customer uses a third party or Frontier to configure and implement them.

E. Customer is responsible to ensure appropriate processes and protocols are in place for rate shaping to the amount of throughput ordered. Customer acknowledges that failure to comply with this responsibility may negatively impact Service performance.

F. Customer shall permit Frontier to access the Router's Simple Network Management Protocol (SNMP) variables, and Customer shall, at Frontier's request, permit one or more Frontier network management systems to be the recipient of SNMP trap messages. Frontier will perform monitoring based on standard SNMP traps received from the Router. Frontier will work to isolate and determine the source and severity of the problems. If a problem is caused by either the network transport or the Router, Frontier and Customer will cooperate to restore the Router to operational condition. If the source of the problem is within the Router, Frontier will be responsible for the repair or replacement of the Router, in Frontier's sole discretion. If the source of the problem is not the Router, at Customer's request Frontier will cooperate with Customer to conduct testing and repair activities, subject to Frontier's standard technician rates. Frontier has no responsibility with respect to: (i) electrical work external to the Router, including but not limited to power or back-up power to or from the Router; (ii) Router failures caused by factors not related to the Router or outside Frontier's control, including but not limited to failure of the Service Location or any of Customer's other network equipment or facilities to conform with Frontier's specifications; (iii) use of the Router for any purpose other than as intended by the manufacturer; (iv) damage caused by anyone other than an Frontier employee or representative; (v) Router supplies, accessories, painting, or refurbishing; and (vi) any activity related to anything not furnished by Frontier, or use of Router which fails to conform to manufacturer or Frontier specifications.

5. EQUIPMENT OR SOFTWARE NOT PROVIDED BY FRONTIER.

A. Upon notice from Frontier that the facilities, services, equipment or software not provided or approved by Frontier is causing or is likely to cause hazard, interference or service obstruction, Customer shall immediately eliminate the likelihood of hazard, interference or service obstruction. If Customer requests Frontier to troubleshoot difficulties caused by the equipment or software not provided by Frontier, and Frontier agrees to do so, Customer shall pay Frontier at its then current rates.

B. Frontier reserves the right to approve/reject the make, model and or software of the Customer-provided router and modem to be used as the gateway to the Frontier network. Frontier will identify for Customer makes or models of routers and modems with which it has experience, but no such information shall be deemed a recommendation, representation or warranty with respect to such equipment.

C. Frontier and Customer will cooperatively establish the initial configuration for the Customer-provided router's interface with the Frontier network.

D. Frontier may, from time to time, procure Services or facilities from an affiliate of Frontier, and in doing so, may act as an agent and not a principal for the affiliated entity with respect to the procurement and provision of the Service or facility. The Service or facility may be provided by an affiliate or vendor that is a common carrier, in which case the provision of the service or facility may be provided pursuant to terms and conditions stated in a filed federal or state tariff, which Customer agrees will govern the provision of the service or the facility.

6. PRE-INSTALLATION CANCELLATION FEES, FOC NOTICE AND SPECIAL CONSTRUCTION.

A. Pre-installation cancellation fees. Notwithstanding any provision of the FSA: (1) If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment, Customer shall pay a processing fee of \$750 (the "Processing Fee") and (2) Frontier will provide Customer with notice (the "FOC Notice") of the project completion date (the "FOC Date") as soon as possible in light of the requested services and customer's location. If Customer cancels more than ten (10) business days after the issuance of the FOC Notice, Customer shall pay the Processing Fee and the total costs and expenditures of Frontier in connection with establishing the Service and / or providing the Equipment prior to Frontier's receipt of notice of cancellation including but not limited to any construction and engineering costs and Equipment restocking fees.

B. **Special Construction.** All Services are subject to availability and Frontier Network limitations. The rates identified in this Schedule are estimated based on standard installation costs and Services may not be available at all service locations at the rates identified. If Frontier determines, in its reasonable discretion, that the costs of provisioning Service to any service location are materially higher than normal, Frontier will notify Customer of the additional costs associated with provision of the Services and request Customer's acceptance of such costs as a condition to proceeding ("Special Construction"). Upon notification that Special Construction is required, Customer will have ten (10) business days to notify Frontier of its acceptance. If the Customer does not agree to the Special Construction within ten (10) business days, the Customer shall be deemed to have cancelled the Service Schedule without further liability. If the Customer agrees to the Special Construction, Frontier and Customer will execute a replacement Schedule. Notwithstanding the foregoing, Customer shall not be required to pay construction, engineering and Processing Fees if the cancellation is within ten (10) business days of receipt of Frontier's notification of additional special construction and engineering costs pursuant to this Service Schedule.

7. SERVICE LEVEL AGREEMENT. The Ethernet Service Level Agreement for the described Ethernet Services is attached hereto and incorporated herein as Exhibit 1.



EXHIBIT 1

ETHERNET SERVICE LEVEL AGREEMENT

This **E-LINE Service Level Agreement (“SLA”)** applies to Ethernet Services ordered pursuant to an E-LINE Ethernet Virtual Private Line (EVPL), Ethernet Private Line (EPL) Schedule executed by and between **Insert Customer Name (“Customer”)** and **Frontier Communications of America, Inc. (“Frontier”)**. The terms of this SLA apply exclusively to the Ethernet network elements directly within Frontier’s management responsibility and control (“E- E-LINE Service”).

1. **Operational Objectives (EVPL)**

D. **Availability:** Circuit Availability is the ability to exchange data packets with the nearest Frontier Internet Point of Presence or E-LINE Customer egress port (Z location) via the ingress port (A location). “Service Outage” occurs when packet transport is unavailable or when the output signal is outside the limits of this service guarantee. Availability is measured by the number of minutes during a calendar month that the E-LINE Service is operational, divided by the total minutes in that calendar month. Calculation is based on the stop-clock method beginning at the date and time of the Customer-initiated trouble ticket and ends when Frontier restores SLA-compliant circuit operation. Frontier’s E-LINE Service Availability commitment and applicable Service credit are outlined in **Table 1A**, subject to Sections 3 and 4 below.

Table 1A: EVPL		
Circuit Availability		MRC Service Credit
Availability	99.99%	Below 99.99% Service Credit 30% MRC

E. **Mean Time to Repair (MTTR):** MTTR is a monthly calculation of the average duration of time between Trouble Ticket initiation (in accordance with Section 2B) and Frontier’s reinstatement of the E-LINE Service to meet the Availability performance objective. The MTTR objectives, and credits applicable to a failure to meet such objectives, are outlined in **Table 1B**, subject to Sections 3 and 4 below.

Table 1B: EVPL		
Mean Time To Repair		MRC Service Credit
MTTR	4 Hours	25 % MRC above 4 hrs
		50% MRC above 6 hrs.

2. **Performance Objectives**

A. **Packet Delivery:** The Frame Loss Ratio (FLR) is a round trip measurement between ingress and egress ports (NIDs) at the Customer’s A and Z locations of packet delivery efficiency. FLR is the ratio of packets lost, round trip, vs. packets sent. Packet delivery statistics are collected for one calendar month. Credits will be based on Frontier’s verification of packet delivery performance between NIDs at Customer’s Service Location. The packet delivery SLA applies to CIR-compliant packets on Ethernet LAN / WAN circuits only. This packet delivery guarantee does not apply to Ethernet Internet services. Frontier offers three FLR Quality of Service (QoS) levels for Ethernet Data Service. The applicable SLA is based on the QoS level, as outlined in **Table 1C**. Ethernet Gold and Platinum are premium level services designed to support commercial customers’ mission-critical and real time applications.

- **Silver QoS** service is Frontier’s basic business class data service with improved performance across all standard performance parameters. Ethernet Silver SLA, termed Standard Data (SD) Service, is Frontier’s upgraded replacement of *Best Effort* Ethernet designed specifically for the commercial customer.
- **Gold QoS** service is a premium business data service featuring enhanced performance parameters with packet forwarding priority set to *Priority Data*.
- **Platinum QoS** service carries Frontier’s highest QoS performance parameters and includes voice grade packet forwarding priority set to *Real Time*.

If packet delivery performance falls below the applicable packet delivery percentage, Customer will be entitled to a Service credit as outlined in **Table 1C**, subject to Sections 3 and 4 below.

Table 1C: E-LINE Frame Loss Ratio (FLR)				
Packet Loss QoS Level	Frame Loss Ratio (FLR) CITY	Frame Loss Ratio (FLR) STATE	Frame Loss Ratio (FLR) Inter-STATE	MRC Service Credit
Silver [Standard Data Service]	0.10%	0.10%	0.10%	10%
Gold [Priority Data Service]	0.01%	0.01%	0.025%	15%
Platinum [Real Time Data Service]	0.01%	0.01%	0.025%	20%



- B. **Latency:** Latency, Frame Transfer Delay (FTD), is the maximum packet delivery time measured round-trip between Customer's A and Z locations at the Committed Information Rate (CIR). Latency is measured across On-Net Service paths between ingress and egress NIDs. Measurements are taken at one-hour intervals over a one month period. Credits are based on round-trip latency of 95th percentile packet. Customer must meet the following criteria to qualify for Service credits on the E-LINE Latency SLA outlined in **Table 1D**:
- Access loops at Customer locations A and Z may be fiber or copper connectivity from the Serving Wire Center to the NIDs at each premise to qualify for the circuit SLA.
 - Each SLA guarantee is associated with ONLY one QoS Level. Frontier will honor the Service credit associated with the QoS level ordered for On-Net Services. Customer will be entitled to Service credits if the Service fails to meet applicable Performance Objective as outlined in **Table 1D** subject to Sections 3 and 4 below

Table 1D: E-LINE Frame Transfer Delay (FTD):				
Latency QoS Level	Round Trip Delay CITY	Round Trip Delay STATE	Round Trip Delay Inter-STATE	MRC Service Credit
Silver [Standard Data Service]	≤ 56 ms	≤ 100 ms	≤ 250 ms	10%
Gold [Priority Data Service]	≤ 26 ms	≤ 60 ms	≤ 160 ms	15%
Platinum [Real Time Data Service]	≤ 14 ms	≤ 36 ms	≤ 140 ms	20%

- C. **Jitter:** Packet Jitter, Frame Delay Variance (FDV), is the difference in end-to-end one way delay between selected packets in a data stream with any lost packets being ignored. Frontier guarantees average FDV (inter-packet differential) performance on E-LINE Service transmissions will meet performance parameters outlined in the table below. Credits are based on the monthly average Frame Delay Variance. Customer must meet the following criteria to qualify for Service credits on the E-LINE Jitter SLA:
- Access loops at Customer Service Locations A and Z may be fiber or copper connectivity from the Serving Wire Center to the NIDs at each Service Location to qualify for Fiber Loop FDV SLA.
 - Each SLA guarantee is associated with ONLY one QoS Level. Frontier will honor the Service credit associated with the QoS level ordered for E-LINE Services, as outlined in the applicable Ethernet Service Schedule. Customer will be entitled to the credit as outlined in **Table 1E** if E-LINE Services fail to meet applicable service level objectives, subject to Sections 3 and 4 below.

Table 1E: E-LINE Frame Delay Variance (FDV):				
Jitter QoS Level	Average Jitter Per Site CITY	Average Jitter Per Site STATE	Average Jitter Per Site Inter-STATE	MRC Service Credit
Silver [Standard Data Service]	n/s	n/s	n/s	10%
Gold [Priority Data Service]	≤ 8 ms	≤ 40 ms	≤ 40 ms	15%
Platinum [Real Time Data Service]	≤ 3 ms	≤ 8 ms	≤ 10 ms	20%

3. Service Outage Reporting Procedure.

- E. Frontier will maintain a point-of-contact for Customer to report a Service Outage, twenty-four (24) hours a day, seven (7) days a week.
- F. When E-LINE Service is suffering from a Service Outage, Customer must contact Frontier's commercial customer support center (also known as the "NOC") at 1-(888) 637-9620 to identify the Service Outage and initiate an investigation of the cause ("Trouble Ticket"). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate Frontier departments will initiate diagnostic testing and isolation activities to determine the source. In the event of a Service Outage, Frontier and Customer will cooperate to restore the Service. If the cause of a Service Outage is a failure of Frontier's equipment or facilities, Frontier will be responsible for the repair. If the degradation is caused by a factor outside the control of Frontier, Frontier will cooperate with Customer to conduct testing and repair activities at Customer's cost and at Frontier's standard technician rates.
- G. A Service Outage begins when a Trouble Ticket is initiated and ends when the affected E-LINE Service is Available; provided that if the Customer reports a problem with a Service but declines to allow Frontier access for testing and repair, the Service will be considered to be impaired, but will not be deemed a Service Outage subject to these terms.
- H. If Frontier dispatches a field technician to perform diagnostic troubleshooting and the failure was caused by the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; then Customer will pay Frontier for all related time and material costs at Frontier's standard rates.



4. Credit Request and Eligibility.

- G. In the event of a Service Outage, Customer may be entitled to a credit against the applicable On-Net Service MRC if (i) Customer initiated a Trouble Ticket; (ii) the Service Outage was caused by a failure of Frontier's equipment, facilities or personnel; (iii) the Service Outage warrants a credit based on the terms of Section 1; and (iv) Customer requests the credit within thirty (30) days of last day of the calendar month in which the Service Outage occurred.
- H. Credits do not apply to Service Outages caused, in whole or in part, by one or more of the following: (i) the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; (ii) failure of power; (iii) the failure or malfunction of non-Frontier equipment or systems; (iv) circumstances or causes beyond the control of Frontier or its representatives; (v) a Planned Service Interruption; (vi) Emergency Maintenance or (vii) interruptions resulting from Force Majeure events as defined in Customer's FSA. In addition, Customer will not be issued credits for a Service Outage during any period in which Frontier is not provided with access to the Service location or any Frontier network element, or while Customer is testing and/or verifying that the problem has been resolved. "Planned Service Interruption" means any Service Outage caused by scheduled maintenance, planned enhancements or upgrades to the Frontier network; provided that Frontier will endeavor to provide at least five (5) business days' notice prior to any such activity if it will impact the Services provided to Customer. "Emergency Maintenance" means maintenance which, if not performed promptly, could result in a serious degradation or loss of service over the Frontier network.
- I. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of 50% of the MRC for the impacted E-LINE Service, per month. For cascading failures, only the primary or causal failure is used in determining Service Outage and associated consequences. Only one service level component metric can be used for determining Service credits. In the event of the failure of the Service to meet multiple metrics in a one-month period, the highest Service credit will apply, not the sum of multiple Service credits.
- J. This SLA guarantees service performance of Frontier's Ethernet data services only. This SLA does not cover TDM services [DS1, NxDS1, or DS3 services] or other voice or data services provided by Frontier. This SLA does not apply to services provided over third party non-partner facilities, through a carrier hotel, or over Frontier facilities which terminate through a meet point circuit with a third party non-partner carrier.
- K. The final determination of whether Frontier has or has not met SLA metrics will be based on Frontier's methodology for assessment of compliant performance. Service Outage credits are calculated based on the duration of the Service Outage, regardless of whether such Service Outage is the result of failure of the Service to meet one or more performance metric.
- L. Credit allowances, if any, will be deducted from the charges payable by Customer hereunder and will be expressly indicated on a subsequent bill to Customer. Credits provided pursuant to this SLA shall be Customer's sole remedy with regard to Service Outages.

- 5. **Chronic Outage:** An individual E-LINE Service qualifies for "Chronic Outage" status if such service fails to meet the Availability objectives, and one or more of the following: (a) a single Trouble Ticket extends for longer than 24 hours, (b) more than 3 Trouble Tickets extend for more than 8 hours, during a rolling 6 month period, or (c) 15 separate Trouble Tickets of any duration within a calendar month. If an E-LINE Service reaches Chronic Outage status, then Customer may terminate the affected E-LINE Service without penalty; provided that Customer must exercise such right within ten (10) days of the E-LINE Service reaching Chronic Outage status and provide a minimum of 15 days prior written notice to Frontier of the intent to exercise such termination right.



Business Local and LD Schedule

This is Schedule Number _____ to the Frontier Services Agreement dated **Select Month** _____, 20____ (**"FSA"**) by and between **insert customer name** ("Customer") and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Service Location:

Street Address:

Schedule Date: **Select Month** _____, 20____

City, State, Zip:

Service Term:

Local Service	Quantity	NRC	MRC
Business Lines		\$	\$
Centrex		\$	\$
DIDs		\$	\$
ISDN PRI		\$	\$
ISDN BRI		\$	\$
Digital Channel Service (DCS)		\$	\$
Local Measured Service (LMS) Plan		\$	\$
Foreign Exchange Service (FXS)		\$	\$
PBX Trunks – Analog		\$	\$
Features:		\$	\$
Other Local Service:		\$	\$
Long Distance Service	Quantity	Rate	MRC
One Plus – Intrastate		\$	\$
One Plus – Interstate		\$	\$
Toll Free – Intrastate		\$	\$
Toll Free – Interstate		\$	\$
IntraLATA		\$	\$
International		\$	\$
Dedicated – OnePlus		\$	\$
Dedicated – Toll Free		\$	\$
EAS/EMS		\$	\$
1. Conferencing	Audio	\$	\$
2. Conferencing	Web	\$	\$
3. Service:	Other LD	\$	\$
Domestic Block Of Time Plans:	Minutes / MRC / Overage Rate		
1+ outbound for T1 / PRI / Centrex / B1s	Select		
4. Toll Free for T1 / PRI / Centrex / B1s	Select		



Frontier Business Voice Schedule

This is Schedule Number _____ to the Frontier Services Agreement dated **Select Month** _____, 20____ (“FSA”) by and between **insert customer name** (“Customer”) and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates (“Frontier”). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Primary Service Location: _____

Schedule Date: **Select Month** _____, 20____

FBV Service Term: **select**

Schedule Type/Purpose: **Select**

Broadband Service Term: **select**

Single Play	Service	Qty	NRC	MRC	
Frontier Business Voice (IN ONLY) Maximum 8 lines		0	NRC \$	MRC \$0.00	
Double Play: FBV + FiberOptic Broadband		Service	Qty	NRC (x Qty)	MRC (x Qty)
FBV + FiberOptic 100			0	\$	\$
FBV + FiberOptic 500			0	\$	\$
FBV + FiberOptic 1000			0	\$	\$
FiberOptic Static IP Option add \$5.00			0	\$ 0.00	\$
FiberOptic Static IP Block (5 usable IPs)			0	\$ 0.00	\$
FiberOptic Static IP Block (13 usable IPs)			0	\$ 0.00	\$
<ul style="list-style-type: none"> ▪ All product speeds referenced above are “up to” available speeds. Actual speeds may vary and are dependent on various issues such as network requirements, customer location and equipment. ▪ A \$9.99 processing fee will apply upon disconnection of Internet Service. 			Schedule Total:	NRC \$	MRC \$
FBV Features:					Rate
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <input checked="" type="checkbox"/> One Flat Rate Business Access Line (includes Extended Community Calling, Extended Area Service and Touch Tone) </div> <div style="width: 35%;"> <input type="checkbox"/> Call Forwarding <input type="checkbox"/> Recent Call Logs <input type="checkbox"/> Call Notification <input type="checkbox"/> Call Return <input type="checkbox"/> Call Waiting <input type="checkbox"/> Speed Dial <input type="checkbox"/> Three Way Calling </div> <div style="width: 35%;"> <input type="checkbox"/> Caller ID <input type="checkbox"/> Caller ID Block <input type="checkbox"/> Do Not Disturb <input type="checkbox"/> Incoming Call Block/Anonymous <input type="checkbox"/> Call Rejection <input type="checkbox"/> Locate Me <input type="checkbox"/> Simultaneous Ring </div> </div>					included



Frontier Business Voice Service Description:

Main Line – Frontier Business Voice (FBV) is a Commercial VoIP product available in FiberOptic markets (Indiana) only. The service allows you to control over 20 features (for example: call waiting and call forwarding) and Voice Mail features. Unlimited nationwide calling. International calling plans are available for purchase.

Unlimited domestic calling, Puerto Rico, and US Territories. Canada is \$0.05 per minute. Acceptable Use Policy applies. Call detail is available through the Portal on-line. Additional Battery Back-up Device available for sale

- Usage:
 - The following usage types WILL BE included in the plan:
 - ✓ Domestic outbound interstate, intrastate and IntraLATA long distance usage
 - ✓ Certain offshore outbound usage to U.S. Territories
 - The following usage types WILL NOT BE included in the plan:
 - ✓ Domestic and Canadian inbound (toll free) long distance usage
 - ✓ International usage
 - ✓ Directory Assistance
 - ✓ Information service calls (900)
 - ✓ Dial-up Internet calls (will be billed at \$0.10 per minute)
 - ✓ Telesales and telemarketing applications using auto dialers

Availability. FBV is available only for new customers only with a maximum of eight (8) business lines. FBV is not available with Centrex lines, foreign exchange central office services or public telephone services and analog to digital conversion, digital PBX services or the equivalents of any such services.

Acceptable Use Policy FBV long distance minutes are only available on line(s) for commercial domestic outbound long distance voice usage. Customers with usage inconsistent with normal commercial applications and usage patterns may be converted to an alternative voice service with charges for local and long distance calling.

Auto-Renew: Notwithstanding anything otherwise stated in the FSA, if neither party provides the other with written notice of its intent to terminate at least sixty (60) days prior to expiration of the Service Term, this Schedule will automatically renew for the same period of time as the original Service Term, at the same rate. Early Termination Fees apply (per the FSA) for any Service terminated prior to completion of the Service Term.

Internet Acceptable Use Policy and Security.

- Customer shall comply, and shall cause all Service users to comply, with Frontier's Acceptable Use Policy ("AUP"), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change: http://www.frontier.com/policies/commercial_aup/
- Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Failure to comply with the AUP is grounds for immediate suspension or termination of Frontier Internet Service, notwithstanding any notice requirement provisions of the FSA.
- Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer's systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer's accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer's or third parties' usage of Frontier Internet access through Customer's hardware or software.

Equipment.

- Customer acknowledges and agrees that the Equipment and Services provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors, and **all applicable licenses are subject to the manufacturer's end user license terms and conditions.**
- Frontier retains title to leased Equipment. Frontier retains title to purchased Equipment until the Frontier is paid in full. Customer grants a security interest in the purchased Equipment to Frontier, pending full payment, and shall take all additional measures necessary to perfect such security interest at Frontier's request.



o Equipment is warranted pursuant to the applicable manufacturer's standard warranty provisions, as outlined in the documentation packaged with the Equipment. This Schedule shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by Frontier or the third-party manufacturers. Customer agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of the Equipment will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION, TITLE OR NONINFRINGEMENT OF THIRD-PARTY RIGHTS.**

o The Equipment may contain certain software code that is developed by third parties, including software code subject to the GNU General Public License ("GPL") or GNU Less General Public License ("LGPL"). Copies of the licenses and a downloadable copy of the source code for the open source software that is used in this product are available on the following website: <https://frontier.com/helpcenter/categories/internet/other-services/open-source-software-portal>. You may also obtain a copy of the source code used in this product via mail-in request, for a period of three years after initial date of product purchase. Mail-in requests must be sent to the following address and include the product name, a money order for \$10 payable to Frontier, and your return name and address to: Frontier Communications, Attn: Legal, Open Source Requests, 401 Merritt 7, Norwalk, CT 06851. **ALL OPEN SOURCE SOFTWARE IS DISTRIBUTED WITHOUT ANY WARRANTY.** All such software is subject to the copyrights of the authors and to the terms of the applicable licenses included in the download.

Frontier Business Voice SERVICE LIMITATIONS, INCLUDING POWER OUTAGES AND BACK UP BATTERIES

- o CUSTOMER HEREBY ACKNOWLEDGES AND AGREES TO ALL OF THE INFORMATION BELOW REGARDING THE LIMITATIONS OF 911 SERVICE OVER FRONTIER'S BUSINESS VOICE AND THE DISTINCTIONS BETWEEN 911 SERVICE OVER FRONTIER'S BUSINESS VOICE AND 911 SERVICE OVER TRADITIONAL WIRELINE TELEPHONE SERVICE. CUSTOMER AGREES TO ADVISE ALL INDIVIDUALS WHO MAY PLACE CALLS OVER FRONTIER'S BUSINESS VOICE OF THE 911 LIMITATIONS DESCRIBED BELOW.
- o Customer is responsible for providing the electrical power necessary for the Frontier Business Voice service to function. The Service, including 911 dialing, will not function during a power outage without a back up power source. A battery back up feature is provided with your Service. With a fully charged battery(s), the battery back up feature will power the basic calling functions of Frontier Business Voice for eight (8) up to twenty (20) hours depending on the type of battery back up device installed. The battery back up feature **will not** power cordless phones, telecommunication devices used to assist customers with disabilities, internet, TV service, or alarm system equipment. A power failure or service disruption may require Customer to reset or reconfigure equipment prior to using the Service, including use of 911 services.
- o Customer acknowledges and understands that 911 service over Frontier Business Voice will not function if your service is not configured correctly or if your Frontier Business Voice is interrupted or not functioning for any reason, including but not limited to, power outage, network outage, or disconnection of your Service because of a breach as defined in the FSA.
- o Frontier recommends that Customer maintains, at all times, at least one alternative means of calling 911 in the event of a power outage such as a wired phone or cellphone, which can access the 911 network without the need of a power source.
- o To conserve battery power during a power outage, Customer should not attempt to use the back up batteries for any purpose other than to power Frontier Business Voice.
- o Customer is solely responsible for determining when the battery back up unit requires replacement. Customer is solely responsible for recycling used batteries in accordance with manufacturer or other specifications. If Customer requires a new battery, Customer may notify Frontier or the manufacturer to request a replacement back up battery.
- o Neither Customer, nor a third party shall move any equipment installed and used for Frontier Business Voice within the Primary Service Location or to another physical locations outside of the Primary Service Location.
- o Frontier does not guarantee the Frontier Business Voice Service will be continuous or error free. Frontier does not guarantee that Frontier Business Voice is completely secure.
- o Frontier Business Voice requires an analog touchtone landline telephone. Customer shall supply the telephone and upon installation it will be connected to the Frontier Network interface of the ONT, either directly or through the Primary Service Location wiring.
- o FRONTIER WILL NOT BE LIABLE FOR ANY LOSSES INCURRED DIRECTLY OR INDIRECTLY AS A RESULT OF SERVICE OUTAGE AND/OR INABILITY AS A RESULT OF A SERVICE OUTAGE AND/OR INABILITY TO DIAL 911 USING FRONTIER BUSINESS VOICE SERVICE OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL FOR ANY REASON, INCLUDING BUT NOT LIMITED TO 911 CHARACTERISTICS, LIMITATIONS, AND/OR FAILURE OF THE 911 NETWORK ITSELF.

Early Termination Charge (broadband only)

- o Notwithstanding section 4 of the FSA, if Customer terminates the Service for any reason other than breach by Frontier or by Frontier due to Customer's breach, then Customer shall pay Frontier a termination charge equal to the following calculations:
 - o **For a 12 month Service Term:** Customer shall pay Frontier a termination charge equal to \$33.33 multiplied by the number of months remaining in the Service Term and any applicable taxes and surcharges. Partial months shall be prorated. The cancellation charge shall not exceed \$400.00.
 - o **For a 24 Month Service Term:** Customer shall pay Frontier a termination charge equal to \$25.00 multiplied by the number of months remaining in the Service Term and any applicable taxes and surcharges. Partial months shall be prorated. Customer The cancellation charge shall not exceed \$600.00.
 - o **For a 36 Month Service Term:** Customer shall pay Frontier a termination charge equal to \$22.22 multiplied by the number of months remaining in the Service Term and any applicable taxes and surcharges. Partial months shall be prorated. The cancellation charge shall not exceed \$800.00.



One Voice Schedule

This is Schedule Number _____ to the Frontier Services Agreement dated **Select Month** _____, 20____ (“FSA”) by and between **insert customer name** (“Customer”) and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates (“Frontier”). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Primary Service Location: _____

Schedule Date: **Select Month** _____, 20____

Schedule Type/Purpose: **Order for new Services**

Service Term: _____

OneVoice Service	Qty	NRC (x Qty)	MRC (x Qty)
OneVoice Nationwide	0	\$	\$
OneVoice Nationwide (Additional Lines)	0	\$	\$
OneVoice Features (add \$9.99 to both MRC columns if “All in” is selected below)		\$ 0.00	\$
Activation Fee		\$	\$
<ul style="list-style-type: none"> • Business Fiber Internet performance details are available at https://frontier.com/internetdisclosures ▪ A \$9.99 processing fee will apply upon disconnection of Business Fiber Internet Service. 		Schedule Total:	NRC \$
			MRC \$
OneVoice Features:			Rate
Basic Features: included in MRC (check all that apply)			included
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <input checked="" type="checkbox"/> One Flat Rate Business Access Line (includes Extended Community Calling, Extended Area Service and Touch Tone) </div> <div style="width: 30%;"> <input type="checkbox"/> Anonymous Call Rejection <input type="checkbox"/> Caller ID Name and Number <input type="checkbox"/> Basic Call Forward All Calls Variable <input type="checkbox"/> Hunting <input type="checkbox"/> Call Forward Busy Fixed </div> <div style="width: 30%;"> <input type="checkbox"/> Call Forward No Answer Fixed <input type="checkbox"/> Voicemail – Basic <input type="checkbox"/> Call Waiting / Cancel Call Waiting <input type="checkbox"/> Call Transfer/3 way </div> </div>			
Optional Features: Check individual requested additional features, or “All In” <input type="checkbox"/>			
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <input type="checkbox"/> Automatic Busy Redial <input type="checkbox"/> Automatic Call Return </div> <div style="width: 30%;"> <input type="checkbox"/> Selective Call Acceptance <input type="checkbox"/> Selective Call Forwarding <input type="checkbox"/> Selective Call Rejection </div> <div style="width: 30%;"> <input type="checkbox"/> Speed Dial 30 <input type="checkbox"/> VIP Alert / Priority Call <input type="checkbox"/> Voicemail - Deluxe </div> </div>			\$9.99 if 1 or more features are checked subject to feature availability.



OneVoice SERVICE DESCRIPTION:

- Main Line – business line with the following features:
 - Nationwide Unlimited- Unlimited domestic LD plus unlimited local (voice traffic only), Acceptable Use Policy applies. No call detail record provided for OneVoice Nationwide.
- *Restrictions may apply—First business line free per fiber location with the associated net new Business Fiber Internet based on the qualifying speeds (qualifying speeds are 700Mbps and Gig Service); standard double play rates will apply after two (2) years of Service. First business line free is only applicable for the initial order and is not transferrable. Any additional business lines are priced at the then current standard double play rate. Nevada and Utah Customers are not eligible for the first free business line offer.
- Optional All in Feature Package: Customer may choose any or all from the available feature list for an additional fee
- Usage:
 - The following usage types WILL BE included in the plan:
 - ✓ Domestic outbound interstate, intrastate and IntraLATA long distance usage
 - ✓ Certain offshore outbound usage to U.S. Territories
 - The following usage types WILL NOT BE included in the plan:
 - ✓ Domestic and Canadian inbound (toll free) long distance usage
 - ✓ International usage
 - ✓ Directory Assistance
 - ✓ Information service calls (900)
 - ✓ Dial-up Internet calls (will be billed at \$0.10 per minute)
 - ✓ Telesales and telemarketing applications using auto dialers

Availability. OneVoice is available only for customers with a maximum of twenty-five (25) business lines. OneVoice is not available with Centrex lines, foreign exchange central office services or public telephone services and analog to digital conversion, digital PBX services or the equivalents of any such services.

Acceptable Use Policy applicable on OneVoice Nationwide: OneVoice long distance minutes are only available on line(s) for commercial domestic outbound long-distance voice usage. Customers with usage inconsistent with normal commercial applications and usage patterns may be converted to an alternative voice service with charges for local and long-distance calling.



Frontier Business Fiber Internet Schedule

This is Schedule Number _____ to the Frontier Services Agreement dated **Select Month**, 20____ (“FSA”) by and between **insert customer name** (“Customer”) and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates (“Frontier”). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Primary Service
Location:

Schedule Date: **Select Month**, 20____

Schedule Type/Purpose: **Order for new Services**

Service Term: **Select**

BDT #:

Business Fiber Internet	Service	Qty	NRC (x Qty)	MRC (x Qty)
Business Fiber Internet 500/500M		0	\$	\$
Business Fiber Internet Gig Service		0	\$	\$
Business Fiber First 2G		0	\$	\$
Ip Addresses **		Qty	NRC (x Qty)	MRC (x Qty)
1 Usable Static IP Address		0	\$ 0.00	\$
5 Usable Static IP Addresses		0	\$ 0.00	\$
13 Usable Static IP Addresses		0	\$ 0.00	\$
29 Usable Static IP Addresses		0	\$0.00	\$
61 Usable Static IP Addresses		0	\$0.00	\$
**_ IP Address MRC may change during term with 30 days' notice				

Total NRC:	\$	Total MRC:	\$
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1. Service Description.

A. Business Fiber Internet Broadband

- i. Performance details: frontier.com/internetdisclosures. A \$9.99 fee applies when Internet is disconnected.
- ii. Internet Acceptable Use Policy and Security.

- Customer shall comply, and shall cause all Service users to comply, with Frontier’s Acceptable Use Policy (“AUP”), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change: http://www.frontier.com/policies/commercial_aup/
- Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Failure to comply with the AUP is grounds for immediate suspension or termination of Frontier Internet Service, notwithstanding any notice requirement provisions of the FSA.
- Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer’s systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer’s accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer’s or third parties’ usage of Frontier Internet access through Customer’s hardware or software.

iii. Equipment.

- Customer acknowledges and agrees that the Equipment and Services provided by Frontier, hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier’s vendors, and **all applicable licenses are subject to the manufacturer’s end user license terms and conditions.** Equipment or services provided by or through Frontier, including WiFi routers, may require subscription to third-party terms and conditions or be subject to third-party privacy policies, including the rights of these third parties to access and use information (including personal information) that traverses the equipment or services. Customer is responsible for complying with such terms and policies,



ensuring that its grating of any rights to use its or its employees, customers or invitees information complies with law, and advising all such persons of the permitted access to or use of their information by third parties as may be required by law or prudent business practices.

- Frontier retains title to leased Equipment. Frontier retains title to purchased Equipment until the Frontier is paid in full. Customer grants a security interest in the purchased Equipment to Frontier, pending full payment, and shall take all additional measures necessary to perfect such security interest at Frontier's request.
 - Equipment is warranted pursuant to the applicable manufacturer's standard warranty provisions, as outlined in the documentation packaged with the Equipment. This Schedule shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by Frontier or the third party manufacturers. Customer agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of the Equipment will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION, TITLE OR NONINFRINGEMENT OF THIRD-PARTY RIGHTS.**
 - The Equipment may contain certain software code that is developed by third parties, including software code subject to the GNU General Public License ("GPL") or GNU Less General Public License ("LGPL"). Copies of the licenses and a downloadable copy of the source code for the open source software that is used in this product are available on the following website: <http://www.Frontier.com/helpcenter/categories/internet/other-services/open-source-software-portal>. You may also obtain a copy of the source code used in this product via mail-in request, for a period of three years after initial date of product purchase. Mail-in requests must be sent to the following address and include the product name, a money order for \$10 payable to Frontier, and your return name and address to: Frontier Communications, Attn: Legal, Open Source Requests, 401 Merritt 7, Norwalk, CT 06851. **ALL OPEN SOURCE SOFTWARE IS DISTRIBUTED WITHOUT ANY WARRANTY.** All such software is subject to the copyrights of the authors and to the terms of the applicable licenses included in the download.
- iv. Producer Price Index Adjustment. Unless otherwise prohibited by tariff, regulation or applicable law, Frontier shall, once per year in July, increase the above MRC for each service by the annual increase in the Producer Price Index for Total Final Demand as published by the U.S. Bureau of Labor Statistics ("PPI-FD"). The adjustment will be based on the percentage increase, if any, in PPI-FD for the most recent yearly period ending April 30th compared to the prior 12 month period ending April 30th and shall not exceed 9.5% in any year. The increase, if any, will be reflected as either an increase in the base MRC or as a separately stated item and occur for the first time in July of the calendar year after service installation.



Frontier Broadband Schedule

This is Schedule Number _____ to the Frontier Services Agreement dated **Select Month**, 20____ (“FSA”) by and between **insert customer name** (“Customer”) and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates (“Frontier”). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Primary Service Location:

Schedule Date:

Select Month

, 20

Schedule Type/Purpose: **Order for new Services**

Service Term:

Select

Single Play: Broadband	Self-Install*	Qty	NRC (x Qty)	MRC (x Qty)
Broadband 1	<input type="checkbox"/>	0	\$	\$
Broadband 3	<input type="checkbox"/>	0	\$	\$
Broadband 6	<input type="checkbox"/>	0	\$	\$
Broadband 9		0	\$	\$
Broadband 12		0	\$	\$
Broadband 18		0	\$	\$
Broadband 25		0	\$	\$
Broadband 35 (no TV)		0	\$	\$
Broadband 45		0	\$	\$
Broadband 70		0	\$	\$
Broadband 90		0	\$	\$
Broadband 115		0	\$	\$
* Broadband Static IP Option add \$10.00 each		0	\$ 0.00	\$
* Broadband Static IP Block (5 usable IPs)		0	\$ 0.00	\$
* Broadband Static IP Block (13 usable IPs)		0	\$ 0.00	\$
Double Play: OneVoice + Broadband	Self-Install*	Qty	NRC (x Qty)	MRC (x Qty)
OneVoice + Broadband 1 Select	<input type="checkbox"/>	0	\$	\$
OneVoice + Broadband 3 Select	<input type="checkbox"/>	0	\$	\$
OneVoice + Broadband 6 Select	<input type="checkbox"/>	0	\$	\$
OneVoice + Broadband 9 Select		0	\$	\$
OneVoice + Broadband 12 Select		0	\$	\$
OneVoice + Broadband 18 Select		0	\$	\$
OneVoice + Broadband 25 Select		0	\$	\$
OneVoice + Broadband 35 (No TV) Select		0	\$	\$
OneVoice + Broadband 45 Select		0	\$	\$
OneVoice + Broadband 70 Select		0	\$	\$
OneVoice + Broadband 90 Select		0	\$	\$
OneVoice + Broadband 115 Select		0	\$	\$
OneVoice + Broadband Select		0	\$	\$
* Broadband Static IP Option add \$10.00 each		0	\$ 0.00	\$
* Broadband Static IP Block (5 usable IPs)		0	\$ 0.00	\$
* Broadband Static IP Block (13 usable IPs)		0	\$ 0.00	\$
OneVoice Service		Qty	NRC (x Qty)	MRC (x Qty)
OneVoice Nationwide		0	\$	\$
OneVoice Local		0	\$	\$
One Voice 100		0	\$	\$
OneVoice Features (add \$9.99 to both MRC columns if "All in" is selected below)			\$	\$



<p>* Self-Install: Not available if BHSI Static IP Option is added.</p> <ul style="list-style-type: none"> All product speeds referenced above are "up to" available speeds. Actual speeds may vary and are dependent on various issues such as network requirements, customer location and equipment. A \$9.99 processing fee will apply upon disconnection of Internet Service. 	Schedule Total:	NRC	MRC
		\$	\$

OneVoice Features:				MRC
Basic Features: included in MRC (check all that apply)				included
<input checked="" type="checkbox"/> One Flat Rate Business Access Line (includes Extended Community Calling, Extended Area Service and Touch Tone)	<input type="checkbox"/> Anonymous Call Rejection <input type="checkbox"/> Caller ID Name and Number <input type="checkbox"/> Basic Call Forward All Calls Variable <input type="checkbox"/> Hunting <input type="checkbox"/> Call Forward Busy Fixed	<input type="checkbox"/> Call Forward No Answer Fixed <input type="checkbox"/> Voicemail – Basic <input type="checkbox"/> Call Waiting / Cancel Call Waiting <input type="checkbox"/> Call Transfer/3 way		
Optional Features: Check individual requested additional features, or "All In" <input type="checkbox"/>				\$9.99 if 1 or more features are checked subject to feature availability.
<input type="checkbox"/> Automatic Busy Redial <input type="checkbox"/> Automatic Call Return <input type="checkbox"/> Distinctive Ring	<input type="checkbox"/> Selective Call Acceptance <input type="checkbox"/> Selective Call Forwarding <input type="checkbox"/> Selective Call Rejection	<input type="checkbox"/> Speed Dial 30 <input type="checkbox"/> VIP Alert / Priority Call <input type="checkbox"/> Voicemail - Deluxe		
Equipment and Installation/Activation Services	Qty	NRC	MRC (x Qty)	
Router: Select	0	\$	\$	

OneVoice SERVICE DESCRIPTION:

- o **Main Line** – business line with the following features:
 - Nationwide Unlimited- Unlimited domestic LD plus unlimited local (voice traffic only), Acceptable Use Policy applies. No call detail record provided for OneVoice Nationwide.
- o **Optional All in Feature Package:** Customer may choose any or all from the available feature list for an additional fee
- o **Usage:**
 - The following usage types **WILL BE** included in the plan:
 - ✓ Domestic outbound interstate, intrastate and IntraLATA long distance usage
 - ✓ Certain offshore outbound usage to U.S. Territories
 - The following usage types **WILL NOT BE** included in the plan:
 - ✓ Domestic and Canadian inbound (toll free) long distance usage
 - ✓ International usage
 - ✓ Directory Assistance
 - ✓ Information service calls (900)
 - ✓ Dial-up Internet calls (will be billed at \$0.10 per minute)
 - ✓ Telesales and telemarketing applications using auto dialers

Availability. OneVoice is available only for customers with a maximum of twenty-five (25) business lines. OneVoice is not available with Centrex lines, foreign exchange central office services or public telephone services and analog to digital conversion, digital PBX services or the equivalents of any such services.

Acceptable Use Policy applicable on OneVoice Nationwide: OneVoice long distance minutes are only available on line(s) for commercial domestic outbound long-distance voice usage. Customers with usage inconsistent with normal commercial applications and usage patterns may be converted to an alternative voice service with charges for local and long-distance calling.

Internet Acceptable Use Policy and Security.

- o Customer shall comply, and shall cause all Service users to comply, with Frontier's Acceptable Use Policy ("**AUP**"), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change: http://www.frontier.com/policies/commercial_aup/
- o Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Failure to comply with the AUP is grounds for immediate suspension or termination of Frontier Internet Service, notwithstanding any notice requirement provisions of the FSA.
- o Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer's systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer's accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer's or third parties' usage of Frontier Internet access through Customer's hardware or software.



Equipment

- Customer acknowledges and agrees that the Equipment and Services provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors, and **all applicable licenses are subject to the manufacturer's end user license terms and conditions.**
- Frontier retains title to leased Equipment. Frontier retains title to purchased Equipment until the Frontier is paid in full. Customer grants a security interest in the purchased Equipment to Frontier, pending full payment, and shall take all additional measures necessary to perfect such security interest at Frontier's request.
- Equipment is warranted pursuant to the applicable manufacturer's standard warranty provisions, as outlined in the documentation packaged with the Equipment. This Schedule shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by Frontier or the third party manufacturers. Customer agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of the Equipment will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION, TITLE OR NONINFRINGEMENT OF THIRD-PARTY RIGHTS.**
- The Equipment may contain certain software code that is developed by third parties, including software code subject to the GNU General Public License ("GPL") or GNU Less General Public License ("LGPL"). Copies of the licenses and a downloadable copy of the source code for the open source software that is used in this product are available on the following website: <https://frontier.com/helpcenter/categories/internet/other-services/open-source-software-portal>
- You may also obtain a copy of the source code used in this product via mail-in request, for a period of three years after initial date of product purchase. Mail-in requests must be sent to the following address and include the product name, a money order for \$10 payable to Frontier, and your return name and address to: Frontier Communications, Attn: Legal, Open Source Requests, 401 Merritt 7, Norwalk, CT 06851. **ALL OPEN SOURCE SOFTWARE IS DISTRIBUTED WITHOUT ANY WARRANTY.** All such software is subject to the copyrights of the authors and to the terms of the applicable licenses included in the download.

Early Termination Charge for Broadband

- Notwithstanding section 4 of the FSA, if Customer terminates the Service for any reason other than breach by Frontier or by Frontier due to Customer's breach, the Customer shall pay Frontier a termination charge equal to the following calculations:
- **For a 12 month Service Term:** Customer shall pay Frontier a termination charge equal to \$33.33 multiplied by the number of months remaining in the Service Term and any applicable taxes and surcharges. Partial months shall be prorated. The cancellation charge shall not exceed \$400.00.
- **For a 24 Month Service Term:** Customer shall pay Frontier a termination charge equal to \$25.00 multiplied by the number of months remaining in the Service Term and any applicable taxes and surcharges. Partial months shall be prorated. Customer The cancellation charge shall not exceed \$600.00.
- **For a 36 Month Service Term:** Customer shall pay Frontier a termination charge equal to \$22.22 multiplied by the number of months remaining in the Service Term and any applicable taxes and surcharges. Partial months shall be prorated. The cancellation charge shall not exceed \$800.00.



MPLS/IP VPN Schedule 10 locations Schedule

This is Schedule Number _____ to the Frontier Services Agreement dated **Select Month** _____, 20____ (“FSA”) by and between **insert customer name** (“Customer”) and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates (“Frontier”). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Primary Service Location:

Street Address: _____

City, State, Zip: _____, _____, _____

Schedule Date: **Select Month** _____, 20____

Service Term: _____

A detailed description of the Services, by location, is provided in Attachment 1 to this Schedule, incorporated herein by this reference.

Service	Charges	
	NRC	MRC
Access Circuit	\$	\$
IP VPN EVC	\$	\$
Internet EVC/Port	\$	\$
IP VPN Port CoS Scheme: select one	\$	\$
<p>Interstate / Intrastate Pricing Certification: Customer certifies that its dedicated point-to-point traffic over such Services:</p> <p><input checked="" type="checkbox"/> will be more than 10% interstate in nature; <u>OR</u> <input type="checkbox"/> will be 10% or less interstate in nature.</p> <p>The term “interstate in nature” means that the traffic originates in one state and terminates in another state or outside the United States, regardless of how it is routed.</p>		
Managed Service	NRC	MRC
Router(s): see selections on Attachment 1	\$	\$

1. Managed Router Service Description. Frontier will configure the Router based on documented customer requirements. Customer shall permit Frontier to access the Router’s Simple Network Management Protocol (SNMP) variables, and Customer shall, at Frontier’s request, permit one or more Frontier network management systems to be the recipient of SNMP trap messages. Frontier will perform monitoring based on standard SNMP traps received from the Router. Frontier will work to isolate and determine the source and severity of the problems. If a problem is caused by either the network transport or the Router, Frontier and Customer will cooperate to restore the Router to operational condition. If the source of the problem is within the Router, Frontier will be responsible for the repair or replacement of the Router, in Frontier’s sole discretion. If the source of the problem is not the Router, at Customer’s request Frontier will cooperate with Customer to conduct testing and repair activities, subject to Frontier’s standard technician rates. Frontier has no responsibility with respect to: (i) electrical work external to the Router, including but not limited to power or back-up power to or from the Router; (ii) Router failures caused by factors not related to the Router or outside Frontier’s control, including but not limited to failure of the Service Location or any of Customer’s other network equipment or facilities to conform with Frontier’s specifications; (iii) use of the Router for any purpose other than as intended by the manufacturer; (iv) damage caused by anyone other than an Frontier employee or

representative; (v) Router supplies, accessories, painting, or refurbishing; and (vi) any activity related to anything not furnished by Frontier, or use of Router which fails to conform to manufacturer or Frontier specifications.

2. Obligations of Customer. Customer shall properly use any equipment or software, and all pass codes, personal identification numbers (“PINs”) or other access capability obtained from Frontier or an affiliate or vendor of Frontier and shall surrender the equipment and software in good working order to Frontier at a place specified by Frontier and terminate all use of any access capability upon termination or expiration of this Schedule. Customer shall be responsible for all uses of PINs, pass codes or other access capability during or after the term hereof. Customer agrees that the Equipment and Service provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier’s vendors.

3. Equipment or Software Not Provided by Frontier. Upon notice from Frontier that the facilities, services, equipment or software not provided or approved by Frontier is causing or is likely to cause hazard, interference or service obstruction, Customer shall immediately eliminate the likelihood of hazard, interference or service obstruction. If Customer requests



Frontier to troubleshoot difficulties caused by the equipment or software not provided by Frontier, and Frontier agrees to do so, Customer shall pay Frontier at its then current rates.

4. Internet Acceptable Use Policy and Security. Customer shall comply, and shall cause all Service users to comply, with Frontier's Acceptable Use Policy ("AUP"), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change: http://www.frontier.com/policies/commercial_aup/. Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. **Failure to comply with the AUP is grounds for immediate**

suspension or termination of Frontier Internet Service, notwithstanding any notice requirement provisions of the FSA. Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer's systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer's accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer's or third parties' usage of Frontier Internet access through Customer's hardware or software.



ATTACHMENT 1
SERVICE DESCRIPTION BY LOCATION

Service Location	Service Address: (street, city, state)	Service	Bandwidth / Type	Charges	
				NRC	MRC
Primary	street city, state, zip	Access Circuit	Select Mbps	\$	\$
		IP VPN EVC: (Platinum)	Select Mbps	\$	\$
		Internet EVC/Port (Silver)	Select Mbps	\$	\$
		IP VPN Port	Select Mbps	\$	\$
		Managed Router	Select	\$	\$
2	street city, state, zip	Access Circuit	Select Mbps	\$	\$
		IP VPN EVC: (Platinum)	Select Mbps	\$	\$
		Internet EVC/Port (Silver)	Select Mbps	\$	\$
		IP VPN Port	Select Mbps	\$	\$
		Managed Router	Select	\$	\$
3	street city, state, zip	Access Circuit	Select Mbps	\$	\$
		IP VPN EVC: (Platinum)	Select Mbps	\$	\$
		Internet EVC/Port (Silver)	Select Mbps	\$	\$
		IP VPN Port	Select Mbps	\$	\$
		Managed Router	Select	\$	\$
4	street city, state, zip	Access Circuit	Select Mbps	\$	\$
		IP VPN EVC: (Platinum)	Select Mbps	\$	\$
		Internet EVC/Port (Silver)	Select Mbps	\$	\$
		IP VPN Port	Select Mbps	\$	\$
		Managed Router	Select	\$	\$
5	street city, state, zip	Access Circuit	Select Mbps	\$	\$
		IP VPN EVC: (Platinum)	Select Mbps	\$	\$
		Internet EVC/Port (Silver)	Select Mbps	\$	\$
		IP VPN Port	Select Mbps	\$	\$
		Managed Router	Select	\$	\$
6	street city, state, zip	Access Circuit	Select Mbps	\$	\$
		IP VPN EVC: (Platinum)	Select Mbps	\$	\$
		Internet EVC/Port (Silver)	Select Mbps	\$	\$
		IP VPN Port	Select Mbps	\$	\$
		Managed Router	Select	\$	\$
7	street city, state, zip	Access Circuit	Select Mbps	\$	\$
		IP VPN EVC: (Platinum)	Select Mbps	\$	\$
		Internet EVC/Port (Silver)	Select Mbps	\$	\$
		IP VPN Port	Select Mbps	\$	\$
		Managed Router	Select	\$	\$
8	street	Access Circuit	Select Mbps	\$	\$



	city, state, zip	IP VPN EVC: (Platinum)	Select Mbps	\$	\$
		Internet EVC/Port (Silver)	Select Mbps	\$	\$
		IP VPN Port	Select Mbps	\$	\$
		Managed Router	Select	\$	\$
9	street city, state, zip	Access Circuit	Select Mbps	\$	\$
		IP VPN EVC: (Platinum)	Select Mbps	\$	\$
		Internet EVC/Port (Silver)	Select Mbps	\$	\$
		IP VPN Port	Select Mbps	\$	\$
		Managed Router	Select	\$	\$

10	street city, state, zip	Access Circuit	Select Mbps	\$	\$
		IP VPN EVC: (Platinum)	Select Mbps	\$	\$
		Internet EVC/Port (Silver)	Select Mbps	\$	\$
		IP VPN Port	Select Mbps	\$	\$
		Managed Router	Select	\$	\$



MPLS/IP VPN Schedule 20 locations Schedule

This is Schedule Number _____ to the Frontier Services Agreement dated **Select Month** _____, 20____ (“FSA”) by and between **insert customer name** (“Customer”) and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates (“Frontier”). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Primary Service Location:

Street Address: _____

City, State, Zip: _____, _____, _____

Schedule Date: **Select Month** _____, 20____

Service Term:

A detailed description of the Services, by location, is provided in Attachment 1 to this Schedule, incorporated herein by this reference.

Service	Charges	
	NRC	MRC
Access Circuit	\$	\$
IP VPN EVC	\$	\$
Internet EVC/Port	\$	\$
IP VPN Port CoS Scheme: select one	\$	\$
Interstate / Intrastate Pricing Certification: Customer certifies that its dedicated point-to-point traffic over such Services: <input checked="" type="checkbox"/> will be more than 10% interstate in nature; OR <input type="checkbox"/> will be 10% or less interstate in nature. The term “interstate in nature” means that the traffic originates in one state and terminates in another state or outside the United States, regardless of how it is routed.		
Managed Service	NRC	MRC
Router(s): see selections on Attachment 1	\$	\$

1. Managed Router Service Description. Frontier will configure the Router based on documented customer requirements. Customer shall permit Frontier to access the Router’s Simple Network Management Protocol (SNMP) variables, and Customer shall, at Frontier’s request, permit one or more Frontier network management systems to be the recipient of SNMP trap messages. Frontier will perform monitoring based on standard SNMP traps received from the Router. Frontier will work to isolate and determine the source and severity of the problems. If a problem is caused by either the network transport or the Router, Frontier and Customer will cooperate to restore the Router to operational condition. If the source of the problem is within the Router, Frontier will be responsible for the repair or replacement of the Router, in Frontier’s sole discretion. If the source of the problem is not the Router, at Customer’s request Frontier will cooperate with Customer to conduct testing and repair activities, subject to Frontier’s standard technician rates. Frontier has no responsibility with respect to: (i) electrical work external to the Router, including but not limited to power or back-up power to or from the Router; (ii) Router failures caused by factors not related to the Router or outside Frontier’s control, including but not limited to failure of the Service Location or any of Customer’s other network equipment or facilities to conform with Frontier’s specifications; (iii) use of the Router for any purpose other than as intended by the manufacturer; (iv) damage caused by anyone other than an Frontier employee or representative; (v) Router supplies, accessories, painting, or refurbishing; and (vi) any activity related to anything not furnished by Frontier, or use of Router which fails to conform to manufacturer or Frontier specifications.

2. Obligations of Customer. Customer shall properly use any equipment or software, and all pass codes, personal identification numbers (“PINs”) or other access capability obtained from Frontier or an affiliate or vendor of Frontier and shall surrender the equipment and software in good working order to Frontier at a place specified by Frontier and terminate all use of any access capability upon termination or expiration of this Schedule. Customer shall be responsible for all uses of PINs, pass codes or other access capability during or after the term hereof. Customer agrees that the Equipment and Service provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier’s vendors.

3. Equipment or Software Not Provided by Frontier. Upon notice from Frontier that the facilities, services, equipment or software not provided or approved by Frontier is causing or is likely to cause hazard, interference or service obstruction, Customer shall immediately eliminate the likelihood of hazard, interference or service obstruction. If Customer requests Frontier to troubleshoot difficulties caused by the equipment or software not provided by Frontier, and Frontier agrees to do so, Customer shall pay Frontier at its then current rates.

4. Internet Acceptable Use Policy and Security. Customer shall comply, and shall cause all Service users to comply, with Frontier’s Acceptable Use Policy (“AUP”), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change: http://www.frontier.com/policies/commercial_aup/. Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. **Failure to comply with the AUP is grounds for immediate suspension or termination of Frontier Internet Service, notwithstanding any notice requirement provisions of the FSA.** Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer’s systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer’s accounts or Internet access by Frontier. Customer will defend and



indemnify Frontier and its affiliates with respect to claims arising from Customer's or third parties' usage of Frontier Internet access through Customer's hardware or software.



**ATTACHMENT 1
SERVICE DESCRIPTION BY LOCATION**

Service Location	Service Address: (street, city, state)	Service	Bandwidth / Type	Charges	
				NRC	MRC
Primary	street city, state, zip	Access Circuit	Select Mbps	\$	\$
		IP VPN EVC: (Platinum)	Select Mbps	\$	\$
		Internet EVC/Port (Silver)	Select Mbps	\$	\$
		IP VPN Port	Select Mbps	\$	\$
		Managed Router	Select	\$	\$
2	street city, state, zip	Access Circuit	Select Mbps	\$	\$
		IP VPN EVC: (Platinum)	Select Mbps	\$	\$
		Internet EVC/Port (Silver)	Select Mbps	\$	\$
		IP VPN Port	Select Mbps	\$	\$
		Managed Router	Select	\$	\$
3	street city, state, zip	Access Circuit	Select Mbps	\$	\$
		IP VPN EVC: (Platinum)	Select Mbps	\$	\$
		Internet EVC/Port (Silver)	Select Mbps	\$	\$
		IP VPN Port	Select Mbps	\$	\$
		Managed Router	Select	\$	\$
4	street city, state, zip	Access Circuit	Select Mbps	\$	\$
		IP VPN EVC: (Platinum)	Select Mbps	\$	\$
		Internet EVC/Port (Silver)	Select Mbps	\$	\$
		IP VPN Port	Select Mbps	\$	\$
		Managed Router	Select	\$	\$
5	street city, state, zip	Access Circuit	Select Mbps	\$	\$
		IP VPN EVC: (Platinum)	Select Mbps	\$	\$
		Internet EVC/Port (Silver)	Select Mbps	\$	\$
		IP VPN Port	Select Mbps	\$	\$
		Managed Router	Select	\$	\$
6	street city, state, zip	Access Circuit	Select Mbps	\$	\$
		IP VPN EVC: (Platinum)	Select Mbps	\$	\$
		Internet EVC/Port (Silver)	Select Mbps	\$	\$
		IP VPN Port	Select Mbps	\$	\$
		Managed Router	Select	\$	\$
7	street city, state, zip	Access Circuit	Select Mbps	\$	\$
		IP VPN EVC: (Platinum)	Select Mbps	\$	\$
		Internet EVC/Port (Silver)	Select Mbps	\$	\$
		IP VPN Port	Select Mbps	\$	\$
		Managed Router	Select	\$	\$
8	street city, state, zip	Access Circuit	Select Mbps	\$	\$
		IP VPN EVC: (Platinum)	Select Mbps	\$	\$
		Internet EVC/Port (Silver)	Select Mbps	\$	\$
		IP VPN Port	Select Mbps	\$	\$
		Managed Router	Select	\$	\$
9	street	Access Circuit	Select Mbps	\$	\$



	city, state, zip	IP VPN EVC: (Platinum)	Select Mbps	\$	\$
		Internet EVC/Port (Silver)	Select Mbps	\$	\$
		IP VPN Port	Select Mbps	\$	\$
		Managed Router	Select	\$	\$

10	street city, state, zip	Access Circuit	Select Mbps	\$	\$
		IP VPN EVC: (Platinum)	Select Mbps	\$	\$
		Internet EVC/Port (Silver)	Select Mbps	\$	\$
		IP VPN Port	Select Mbps	\$	\$
		Managed Router	Select	\$	\$

Service Location	Service Address: (street, city, state)	Service	Bandwidth / Type	Charges	
				NRC	MRC

11	street city, state, zip	Access Circuit	Select Mbps	\$	\$
		IP VPN EVC: (Platinum)	Select Mbps	\$	\$
		Internet EVC/Port (Silver)	Select Mbps	\$	\$
		IP VPN Port	Select Mbps	\$	\$
		Managed Router	Select	\$	\$

12	street city, state, zip	Access Circuit	Select Mbps	\$	\$
		IP VPN EVC: (Platinum)	Select Mbps	\$	\$
		Internet EVC/Port (Silver)	Select Mbps	\$	\$
		IP VPN Port	Select Mbps	\$	\$
		Managed Router	Select	\$	\$

13	street city, state, zip	Access Circuit	Select Mbps	\$	\$
		IP VPN EVC: (Platinum)	Select Mbps	\$	\$
		Internet EVC/Port (Silver)	Select Mbps	\$	\$
		IP VPN Port	Select Mbps	\$	\$
		Managed Router	Select	\$	\$

14	street city, state, zip	Access Circuit	Select Mbps	\$	\$
		IP VPN EVC: (Platinum)	Select Mbps	\$	\$
		Internet EVC/Port (Silver)	Select Mbps	\$	\$
		IP VPN Port	Select Mbps	\$	\$
		Managed Router	Select	\$	\$

15	street city, state, zip	Access Circuit	Select Mbps	\$	\$
		IP VPN EVC: (Platinum)	Select Mbps	\$	\$
		Internet EVC/Port (Silver)	Select Mbps	\$	\$
		IP VPN Port	Select Mbps	\$	\$
		Managed Router	Select	\$	\$

16	street city, state, zip	Access Circuit	Select Mbps	\$	\$
		IP VPN EVC: (Platinum)	Select Mbps	\$	\$
		Internet EVC/Port (Silver)	Select Mbps	\$	\$
		IP VPN Port	Select Mbps	\$	\$
		Managed Router	Select	\$	\$

17	street city, state, zip	Access Circuit	Select Mbps	\$	\$
		IP VPN EVC: (Platinum)	Select Mbps	\$	\$
		Internet EVC/Port (Silver)	Select Mbps	\$	\$
		IP VPN Port	Select Mbps	\$	\$



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		Managed Router	Select	\$	\$
18	street city, state, zip	Access Circuit	Select Mbps	\$	\$
		IP VPN EVC: (Platinum)	Select Mbps	\$	\$
		Internet EVC/Port (Silver)	Select Mbps	\$	\$
		IP VPN Port	Select Mbps	\$	\$
		Managed Router	Select	\$	\$
19	street city, state, zip	Access Circuit	Select Mbps	\$	\$
		IP VPN EVC: (Platinum)	Select Mbps	\$	\$
		Internet EVC/Port (Silver)	Select Mbps	\$	\$
		IP VPN Port	Select Mbps	\$	\$
		Managed Router	Select	\$	\$
20	street city, state, zip	Access Circuit	Select Mbps	\$	\$
		IP VPN EVC: (Platinum)	Select Mbps	\$	\$
		Internet EVC/Port (Silver)	Select Mbps	\$	\$
		IP VPN Port	Select Mbps	\$	\$
		Managed Router	60M-100Mbps w/SEC option	\$	\$



Ethernet Local Area Network E-LAN Schedule

This is Schedule Number _____ to the Frontier Services Agreement dated **Select Month** _____, 20____ (“FSA”) by and between **insert customer name** (“Customer”) and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates (“Frontier”). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Primary Service Location: _____ **Schedule Date:** **Select Month** _____, 20____
Schedule Type/Purpose: **Order for new Services** **Service Term:** _____ **select**

Service	NRC	MRC
Ethernet Access Circuit(s) (details in Table 1)	\$	\$
Special Construction	\$	\$
Ethernet Access Circuit(s) (details in Table 1)-ICB	\$	\$
Total:	\$	\$

Interstate / Intrastate Pricing Certification: “interstate in nature” means that the traffic transported by the Service originates in one state and terminates in another state or outside the United States, regardless of how it is routed. Designation may impact taxes and surcharges applicable to the Service. Customer certifies that its traffic over such Services will be: more than 10% interstate in nature (subject to federal jurisdiction/fees) 10% or less interstate in nature (subject to state jurisdiction/fees)

Table 1: Ethernet Access Circuit(s)

Service Location	Service Address, and NPA NXX:	Service	Charges	
			NRC	MRC
A	street, city, state, zip, NPA NXX	Access CIR (Mbps) Select Mbps	\$ \$	\$ \$
B	street, city, state, zip, NPA NXX	Access CIR (Mbps) Select Mbps	\$ \$	\$ \$
C	street, city, state, zip, NPA NXX	Access CIR (Mbps) Select Mbps	\$ \$	\$ \$
D	street, city, state, zip, NPA NXX	Access CIR (Mbps) Select Mbps	\$ \$	\$ \$
E	street, city, state, zip, NPA NXX	Access CIR (Mbps) Select Mbps	\$ \$	\$ \$
Subtotal:			\$	\$

Table 2: ETHERNET VIRTUAL CIRCUIT(S)

Type of EVC (Silver)	EVC CIR (Mbps)	Originating Access Service Location from Table 1	Terminating Access Service Location from Table 1	MRC
Select	Mbps	Select	Select	\$
Select	Mbps	Select	Select	\$
Select	Mbps	Select	Select	\$
Select	Mbps	Select	Select	\$



Select	Mbps	Select	Select	\$
Subtotal:				

1. SERVICE DESCRIPTION:

a. Ethernet Local Area Network (E-LAN) is a data transport configuration providing multipoint-to-multipoint Ethernet connections to each Customer User Network Interface (UNI). E-LAN consists of two (2) or more locations, providing full mesh connectivity for all locations. Frontier provides E-LAN on a standard best efforts' basis and subject to unspecified variable bit rate, latency, and packet loss with dependencies on current traffic load(s) within Frontier's Shared Infrastructure. E-LAN will be designed, provisioned and implemented with standard switched Ethernet components. Each access circuit is given its own ingress / egress bandwidth profile. Connectivity is provided to all E-LAN access circuits through a single non-deterministic Silver Ethernet Virtual Circuit (EVC) carrying all bandwidth profiles. The E-LAN Silver EVC provides secure traffic separation, and privacy for Customer Service Locations over Frontier's shared switching infrastructure. Frontier E-LAN features two design variations: 1) All-to-One Bundled Access which accepts and carries Customer VLAN (Virtual LAN) tagged and/or untagged traffic and supports Layer-2 Control Protocol (L2CP) tunneling upon request. This Service is also referred to as Ethernet Private Local Area Network (EP-LAN). 2) Multiplexed Access which accepts and carries multiplexed EVCs preserving the Customer's VLAN ID. This traffic needs to be tagged by the Customer. This Service is also referred to as Ethernet Virtual Private Local Area Network (EVP-LAN). Multiplexed Access does not support Layer 2 Control Protocol (L2CP). EVP-LAN can be used to support delivery of eligible Frontier services to a designated Customer Location (e.g. Frontier Connect – Cloud). Physical termination shall conform to applicable rules and regulations with respect to Minimum point of entry (MPOE) and demarcation point. If Customer requests extensions beyond the MPOE, such extension (s) shall be subject to Frontier's cabling service policies and Frontier's charges related thereto per separate Frontier Cabling Service and Fee Schedule.

2. Pre-installation cancellation fees, FOC Notice and Special Construction.

(a) PRE-INSTALLATION CANCELLATION FEES. Notwithstanding any provision of the FSA: (1) If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment, Customer shall pay a processing fee of \$750 (the "Processing Fee") and (2) Frontier will provide Customer with notice (the "FOC Notice") of the project completion date (the "FOC Date") as soon as possible in light of the requested services and customer's location. If Customer cancels more than ten (10) business days after the issuance of the FOC Notice, Customer shall pay the Processing Fee and the total costs and expenditures of Frontier in connection with establishing the Service and / or providing the Equipment prior to Frontier's receipt of notice of cancellation including but not limited to any construction and engineering costs and Equipment restocking fees.

(b) SPECIAL CONSTRUCTION: All Services are subject to availability and Frontier Network limitations. The rates identified in this Schedule are estimated based on standard installation costs and Services may not be available at all service locations at the rates identified. If Frontier determines, in its reasonable discretion, that the costs of provisioning Service to any service location are materially higher than normal, Frontier will notify Customer of the additional costs associated with provision of the Services and request Customer's acceptance of such costs as a condition to proceeding ("Special Construction"). Upon notification that Special Construction is required, Customer will have ten (10) business days to notify Frontier of its acceptance. If the Customer does not agree to the Special Construction within ten (10) business days, the Customer shall be deemed to have cancelled the Service Schedule without further liability. If the Customer agrees to the Special Construction, Frontier and Customer will execute a replacement Schedule. Notwithstanding the foregoing, Customer shall not be required to pay construction, engineering and Processing Fees if the cancellation is within ten (10) business days of receipt of Frontier's notification of additional special construction and engineering costs pursuant to this Service Schedule.

3. OBLIGATIONS OF CUSTOMER. Customer shall properly use any equipment or software, and all pass codes, personal identification numbers ("PINs") or other access capability obtained from Frontier or an affiliate or vendor of Frontier and shall surrender the equipment and software in good working order to Frontier at a place specified by Frontier and terminate all use of any access capability upon termination or expiration of this Schedule. Customer shall be responsible for all uses of PINs, pass codes or other access capability during or after the term hereof. Customer agrees that the Equipment and Service provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors. Customer is responsible to ensure appropriate processes and protocols are in place for rate shaping to the amount of throughput ordered. Customer acknowledges that failure to comply with this responsibility may negatively impact Service performance.

4. After Hours/Holiday Labor Hours. If Customer desires coordinated turn up services ("After Hours") during non-business hours, defined below, then the After Hours services shall be provided at the rate of \$175.00 per hour. Non-business hours include: (1) weeknights between the hours of 5:00 p.m. and 7:59 a.m. local time; (2) weekends, including Saturday and/or Sunday and (3) the Frontier designated holidays (New Year's



Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day).

Such After Hours services may be subject to change, based upon Frontier's reasonable determination of increases in actual costs to provide such After Hours services, determined in accordance with generally accepted commercial accounting practices, and consistent with After Hours service charges for projects comparable to the project outlined in this Schedule

5. EQUIPMENT OR SOFTWARE NOT PROVIDED BY FRONTIER. Upon notice from Frontier that the facilities, services, equipment or software not provided or approved by Frontier is causing or is likely to cause hazard, interference or service obstruction, Customer shall immediately eliminate the likelihood of hazard, interference or service obstruction. If Customer requests Frontier to troubleshoot difficulties caused by the equipment or software not provided by Frontier, and Frontier agrees to do so, Customer shall pay Frontier at its then current rates.

6. SERVICE LEVEL AGREEMENT. The E-LAN Service Level Agreement for the described Ethernet Services is attached hereto and incorporated herein as Exhibit 1.



**EXHIBIT 1
ETHERNET LOCAL AREA NETWORK SERVICE LEVEL AGREEMENT**

This Ethernet Local Area Network Service Level Agreement (“SLA”) applies to an Ethernet Local Area Network (E-LAN) Schedule executed by and between **Insert Customer Name** (“Customer”) and **Frontier Communications of America, Inc.** (“Frontier”). The terms of this SLA apply exclusively to the Ethernet network elements directly within Frontier’s management responsibility and control (“On-Net Service”).

1. Operational Objectives

F. **Availability:** Circuit Availability is the ability to exchange data packets with the nearest Frontier Internet Point of Presence (POP) or On-Net Customer egress port (Z location) via the ingress port (A location). “Service Outage” occurs when packet transport is unavailable or when the output signal is outside the limits of this service guarantee. Availability is measured by the number of minutes during a calendar month that the On-Net Service is operational, divided by the total minutes in that calendar month. Calculation is based on the stop-clock method beginning at the date and time of the Customer-initiated trouble ticket and ends when Frontier restores SLA-compliant circuit operation. Frontier’s On-Net Service Availability commitment and applicable Service credit are outlined in **Table 1A**, subject to Sections 2 and 3 below.

Table 1 A Ethernet Local Area Network SLAs		
Circuit (CA)	Availability	MRC Service Credit
Availability	99.99%	Below 99.99% Service Credit 30% MRC

G. **Mean Time to Repair (MTTR):** MTTR is a monthly calculation of the average duration of time between Trouble Ticket initiation (in accordance with Section 2B) and Frontier’s reinstatement of the On-Net Service to meet the Availability performance objective. The MTTR objectives, and credits applicable to a failure to meet such objectives, are outlined in **Table 1B**, subject to Sections 2 and 3 below.

Table 1B: Ethernet Local Area Network		
Mean Time To Repair		MRC Service Credit
MTTR ON-NET	4 Hours	25 % MRC above 4 hrs 50% MRC above 6 hrs.

2. Service Outage Reporting Procedure.

- I. Frontier will maintain a point-of-contact for Customer to report a Service Outage, twenty-four (24) hours a day, seven (7) days a week.
- J. When E-LAN Service is suffering from a Service Outage, Customer must contact Frontier’s commercial customer support center (also known as the “NOC”) at 1-(888) 637-9620 to identify the Service Outage and initiate an investigation of the cause (“Trouble Ticket”). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate Frontier departments will initiate diagnostic testing and isolation activities to determine the source. In the event of a Service Outage, Frontier and Customer will cooperate to restore the Service. If the cause of a Service Outage is a failure of Frontier’s equipment or facilities, Frontier will be responsible for the repair. If the degradation is caused by a factor outside the control of Frontier, Frontier will cooperate with Customer to conduct testing and repair activities at Customer’s cost and at Frontier’s standard technician rates.
- K. A Service Outage begins when a Trouble Ticket is initiated and ends when the affected E-LAN Service is Available; provided that if the Customer reports a problem with a Service but declines to allow Frontier access for testing and repair, the Service will be considered to be impaired, but will not be deemed a Service Outage subject to these terms.
- L. If Frontier dispatches a field technician to perform diagnostic troubleshooting and the failure was caused by the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; then Customer will pay Frontier for all related time and material costs at Frontier’s standard rates.

3. Credit Request and Eligibility.

- M. In the event of a Service Outage, Customer may be entitled to a credit against the applicable E-LAN Service MRC if (i) Customer initiated a Trouble Ticket; (ii) the Service Outage was caused by a failure of Frontier’s equipment, facilities or personnel; (iii) the Service Outage warrants a credit based on the terms of Section 1; and (iv) Customer requests the credit within thirty (30) days of last day of the calendar month in which the Service Outage occurred.
- N. Credits do not apply to Service Outages caused, in whole or in part, by one or more of the following: (i) the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; (ii) failure of power; (iii) the failure or malfunction of non-Frontier equipment or systems; (iv) circumstances or causes beyond the control of Frontier or its representatives; (v) a Planned Service Interruption; (vi) Emergency Maintenance or (vii) interruptions resulting from Force Majeure events as defined in Customer’s FSA. In addition, Customer will not be issued credits for a Service Outage during any period in which Frontier is not provided with access to the Service location or any





Frontier network element, or while Customer is testing and/or verifying that the problem has been resolved. "Planned Service Interruption" means any Service Outage caused by scheduled maintenance, planned enhancements or upgrades to the Frontier network; provided that Frontier will endeavor to provide at least five (5) business days' notice prior to any such activity if it will impact the Services provided to Customer. "Emergency Maintenance" means maintenance which, if not performed promptly, could result in a serious degradation or loss of service over the Frontier network.

- O. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of 50% of the MRC for the impacted E-LAN Service, per month. For cascading failures, only the primary or causal failure is used in determining Service Outage and associated consequences. Only one service level component metric can be used for determining Service credits. In the event of the failure of the Service to meet multiple metrics in a one-month period, the highest Service credit will apply, not the sum of multiple Service credits.
 - P. This SLA guarantees service performance of Frontier's Ethernet Local Area Network (E-LAN) services only. This SLA does not cover TDM services [DS1, NxDS1, or DS3 services] or other voice or data services provided by Frontier. This SLA does not apply to services provided over third party non-partner facilities, through a carrier hotel, or over Frontier facilities which terminate through a meet point circuit with a third party non-partner carrier.
 - Q. The final determination of whether Frontier has or has not met SLA metrics will be based on Frontier's methodology for assessment of compliant performance. Service Outage credits are calculated based on the duration of the Service Outage, regardless of whether such Service Outage is the result of failure of the Service to meet one or more performance metric.
 - R. Credit allowances, if any, will be deducted from the charges payable by Customer hereunder and will be expressly indicated on a subsequent bill to Customer. Credits provided pursuant to this SLA shall be Customer's sole remedy with regard to Service Outages.
4. **Chronic Outage:** An individual E-LAN Service qualifies for "Chronic Outage" status if such service fails to meet the Availability objectives, and one or more of the following: (a) a single Trouble Ticket extends for longer than 24 hours, (b) more than 3 Trouble Tickets extend for more than 8 hours, during a rolling 6 month period, or (c) 15 separate Trouble Tickets of any duration within a calendar month. If an E-LAN Service reaches Chronic Outage status, then Customer may terminate the affected E-LAN Service without penalty; provided that Customer must exercise such right within ten (10) days of the E-LAN Service reaching Chronic Outage status and provide a minimum of 15 days prior written notice to Frontier of the intent to exercise such termination right.



E-Line, EVPL, EPL Schedule

This is Schedule Number _____ to the Frontier Services Agreement dated **Select Month**, 20____ (“FSA”) by and between **insert customer name** (“Customer”) and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates (“Frontier”). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Primary Service Location: _____ **Schedule Date:** **Select Month**, 20____
Schedule Type/Purpose: **Select** **Service Term:** **Select**

Service	NRC	MRC
Ethernet Virtual Private Line (EVPL)	\$	\$
Ethernet Virtual Private Line (EVPL) – Private Network for Frontier Managed SD WAN (details in Table 2)	\$	\$
Ethernet Private Line (EPL)	\$	\$
Ethernet Virtual Circuit(s) – EVC (details in Table 3)	\$	\$
Ethernet Internet Access (EIA) Internet Port and Silver EVC (details in Table 4)	\$	\$
Special Construction	\$	\$
Total:	\$	\$

Interstate / Intrastate Pricing Certification: “interstate in nature” means that the traffic transported by the Service originates in one state and terminates in another state or outside the United States, regardless of how it is routed. Designation may impact taxes and surcharges applicable to the Service. Customer certifies that its traffic over such Services will be: more than 10% interstate in nature (subject to federal jurisdiction/fees) 10% or less interstate in nature (subject to state jurisdiction/fees)

Table 1: E-LINE

Service Location	Service Address, and NPA NXX:	Service	Charges		
			NRC	MRC	
A	street, city, state, zip, NPA NXX	Access CIR (Mbps)	SelectMbps	\$	\$
B	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Select Mbps	\$	\$
C	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Select Mbps	\$	\$
D	street, city, state, zip, NPA NXX	Access CIR (Mbps)	SelectMbps	\$	\$
E	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Select Mbps	\$	\$
Subtotal:				\$	\$

Table 2: SD WAN Private Network

Service Level (Silver, Gold, Platinum)	Select Mbps	Service Location from Table 1	MRC
Select	Select Mbps	Select	\$
Select	SelectMbps	Select	\$
Select	SelectMbps	Select	\$
Select	SelectMbps	Select	\$



Select	Select Mbps	Select	\$
Subtotal:			\$

Table 3: ETHERNET VIRTUAL CIRCUIT(S)				
Type of EVC (Silver, Gold, Platinum)	EVC CIR (Mbps)	Originating Access Service Location from Table 1	Terminating Access Service Location from Table 1	MRC
Select	Mbps	Select	Select	\$
Select	Mbps	Select	Select	\$
Select	Mbps	Select	Select	\$
Select	Mbps	Select	Select	\$
Select	Mbps	Select	Select	\$
Subtotal:				\$

Table 4: Internet Access				
Internet Service added to LAN Solution	Internet Elements	Originating Access Location	Termination on the Internet	MRC
EIA Internet Port and Silver EVC	Mbps	Select	Internet Port	\$
EIA Internet Port and Silver EVC	Mbps	Select	Internet Port	\$
EIA Internet Port and Silver EVC	Mbps	Select	Internet Port	\$
EIA Internet Port and Silver EVC	Mbps	Select	Internet Port	\$
Subtotal:				\$

1. Service Description:

a. Ethernet Virtual Private Line (EVPL) is a data transport configuration providing point-to-point or point-to-multipoint Ethernet connections between a pair of User Network Interfaces (UNIs). EVPL as a point-to-point configuration can be used to support delivery of eligible Frontier services to a designated Customer. Location (e.g. Frontier Connect—Cloud). EVPL is a carrier grade data networking service featuring Quality of Service (QoS) and the following progressively higher Class of Service (CoS) levels: Silver Service, Gold Service (Priority Data), or Platinum Service (Real Time). Frontier provides EVPL Silver Service on a standard best efforts' basis and subject to unspecified variable bit rate, latency, and packet loss with dependencies on current traffic load(s) within Frontier's Shared Infrastructure. EVPL will be designed, provisioned and implemented according to standard switched Ethernet components consisting of service multiplexed capability over UNIs and Ethernet Virtual Connections (EVCs) through the use of Virtual Local Area Networks (VLANs) in order to secure traffic separation, privacy and security between Customer's Service Locations over Frontier's shared switch and backbone infrastructure. Ethernet Virtual Private Line will accept and carry untagged and or tagged traffic as described per IEEE 802.1Q networking standards specific to Frontier's Ordering Guidelines for this Service. Physical termination shall conform to applicable rules and regulations with respect to Minimum point of entry (MPOE) and demarcation point. If Customer requests extensions beyond the MPOE, such extension (s) shall be subject to Frontier's cabling service policies and Frontier's charges related thereto per separate Frontier Cabling Service and Fee Schedule.

b. Ethernet Private Line (EPL) is a data transport configuration providing point-to-point or point to multipoint switched Ethernet connections between a pair of User Network Interfaces (UNIs). EPL is a carrier grade data networking service featuring Quality of Service (QoS) with the following Class of Service (CoS) levels: Silver Service , Gold Service (Priority Data), or Platinum Service (Real Time). Frontier provides EPL Silver Service on a standard best efforts basis and subject to unspecified variable bit rate, latency, and packet loss with dependencies on current traffic load(s) within Frontier's Shared Infrastructure. EPL will be designed, provisioned and implemented according to standard switched Ethernet components consisting of an all to one bundled, port based, non-service multiplexed Ethernet Virtual Circuit (EVC) and User Network Interface (UNI).

c. SD WAN Private Network is a data transport configuration providing multipoint-to-multipoint connections to each Customer User Network Interface (UNI). SD WAN Private Network consists of two (2) or more locations, providing full mesh connectivity for all locations. SD WAN Private Network requires Customer subscribe to Frontier SD WAN service and an EVPL (Table 1) access

2. Pre-installation cancellation fees, FOC Notice and Special Construction.





(a) **Pre-installation cancellation fees.** Notwithstanding any provision of the FSA: (1) If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment, Customer shall pay a processing fee of \$750 (the "Processing Fee") and (2) Frontier will provide Customer with notice (the "FOC Notice") of the project completion date (the "FOC Date") as soon as possible in light of the requested services and customer's location. If Customer cancels more than ten (10) business days after the issuance of the FOC Notice, Customer shall pay the Processing Fee and the total costs and expenditures of Frontier in connection with establishing the Service and / or providing the Equipment prior to Frontier's receipt of notice of cancellation including but not limited to any construction and engineering costs and Equipment restocking fees.

(b) **Special Construction:** All Services are subject to availability and Frontier Network limitations. The rates identified in this Schedule are estimated based on standard installation costs and Services may not be available at all service locations at the rates identified. If Frontier determines, in its reasonable discretion, that the costs of provisioning Service to any service location are materially higher than normal, Frontier will notify Customer of the additional costs associated with provision of the Services and request Customer's acceptance of such costs as a condition to proceeding ("Special Construction"). Upon notification that Special Construction is required, Customer will have ten (10) business days to notify Frontier of its acceptance. If the Customer does not agree to the Special Construction within ten (10) business days, the Customer shall be deemed to have cancelled the Service Schedule without further liability. If the Customer agrees to the Special Construction, Frontier and Customer will execute a replacement Schedule. Notwithstanding the foregoing, Customer shall not be required to pay construction, engineering and Processing Fees if the cancellation is within ten (10) business days of receipt of Frontier's notification of additional special construction and engineering costs pursuant to this Service Schedule.

3. Obligations of Customer. Customer shall properly use any equipment or software, and all pass codes, personal identification numbers ("PINs") or other access capability obtained from Frontier or an affiliate or vendor of Frontier and shall surrender the equipment and software in good working order to Frontier at a place specified by Frontier and terminate all use of any access capability upon termination or expiration of this Schedule. Customer shall be responsible for all uses of PINs, pass codes or other access capability during or after the term hereof. Customer agrees that the Equipment and Service provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors. Customer is responsible to ensure appropriate processes and protocols are in place for rate shaping to the amount of throughput ordered. Customer acknowledges that failure to comply with this responsibility may negatively impact Service performance, and the ability to collect service credits as defined in Exhibit 1.

4. After Hours/Holiday Labor Hours. If Customer desires coordinated turn up services ("After Hours") during non-business hours, defined below, then the After Hours services shall be provided at the rate of \$175.00 per hour. Non-business hours include: (1) weeknights between the hours of 5:00 p.m. and 7:59 a.m. local time; (2) weekends, including Saturday and/or Sunday and (3) the Frontier designated holidays (New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day).

Such After Hours services may be subject to change, based upon Frontier's reasonable determination of increases in actual costs to provide such After Hours services, determined in accordance with generally accepted commercial accounting practices, and consistent with After Hours service charges for projects comparable to the project outlined in this Schedule.

5. Internet Acceptable Use Policy and Security. Customer shall comply, and shall cause all Service users to comply, with Frontier's Acceptable Use Policy ("AUP"), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change: http://www.frontier.com/policies/commercial_aup/. Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Failure to comply with the AUP is grounds for immediate suspension or termination of Frontier Internet Service, notwithstanding any notice requirement provisions of the FSA. Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer's systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer's accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer's or third parties' usage of Frontier Internet access through Customer's hardware or software.

6. Service Level Agreement. The E-Line Service Level Agreement for the described Ethernet Services is attached hereto and incorporated herein as Exhibit 1.



EXHIBIT 1

E-LINE SERVICE LEVEL AGREEMENT

This **E-LINE Service Level Agreement (“SLA”)** applies to Ethernet Services ordered pursuant to an E-LINE Ethernet Virtual Private Line (EVPL), Ethernet Private Line (EPL) Schedule executed by and between **Insert Customer Name (“Customer”)** and **Frontier Communications of America, Inc. (“Frontier”)**. The terms of this SLA apply exclusively to the Ethernet network elements directly within Frontier’s management responsibility and control (“E- E-LINE Service”).

1. Operational Objectives

H. **Availability:** Circuit Availability is the ability to exchange data packets with the nearest Frontier Internet Point of Presence or E-LINE Customer egress port (Z location) via the ingress port (A location). “Service Outage” occurs when packet transport is unavailable or when the output signal is outside the limits of this service guarantee. Availability is measured by the number of minutes during a calendar month that the E-LINE Service is operational, divided by the total minutes in that calendar month. Calculation is based on the stop-clock method beginning at the date and time of the Customer-initiated trouble ticket and ends when Frontier restores SLA-compliant circuit operation. Frontier’s E-LINE Service Availability commitment and applicable Service credit are outlined in **Table 1A**, subject to Sections 3 and 4 below.

Table 1A: E-LINE		
Circuit Availability		MRC Service Credit
Availability	99.99%	Below 99.99% Service Credit 30% MRC

I. **Mean Time to Repair (MTTR):** MTTR is a monthly calculation of the average duration of time between Trouble Ticket initiation (in accordance with Section 2B) and Frontier’s reinstatement of the E-LINE Service to meet the Availability performance objective. The MTTR objectives, and credits applicable to a failure to meet such objectives, are outlined in **Table 1B**, subject to Sections 3 and 4 below.

Table 1B: E-LINE		
Mean Time To Repair		MRC Service Credit
MTTR	4 Hours	25 % MRC above 4 hrs 50% MRC above 6 hrs.

2. Performance Objectives

D. **Packet Delivery:** The Frame Loss Ratio (FLR) is a round trip measurement between ingress and egress ports (NIDs) at the Customer’s A and Z locations of packet delivery efficiency. FLR is the ratio of packets lost, round trip, vs. packets sent. Packet delivery statistics are collected for one calendar month. Credits will be based on Frontier’s verification of packet delivery performance between NIDs at Customer’s Service Location. The packet delivery SLA applies to CIR-compliant packets on Ethernet LAN / WAN circuits only. This packet delivery guarantee does not apply to Ethernet Internet services. Frontier offers three FLR Quality of Service (QoS) levels for Ethernet Data Service. The applicable SLA is based on the QoS level, as outlined in **Table 1C**. Ethernet Gold and Platinum are premium level services designed to support commercial customers’ mission-critical and real time applications.

- **Silver QoS** service is Frontier’s basic business class data service with improved performance across all standard performance parameters. Ethernet Silver SLA, termed Standard Data (SD) Service, is Frontier’s upgraded replacement of *Best Effort* Ethernet designed specifically for the commercial customer.
- **Gold QoS** service is a premium business data service featuring enhanced performance parameters with packet forwarding priority set to *Priority Data*.
- **Platinum QoS** service carries Frontier’s highest QoS performance parameters and includes voice grade packet forwarding priority set to *Real Time*.

If packet delivery performance falls below the applicable packet delivery percentage, Customer will be entitled to a Service credit as outlined in **Table 1C**, subject to Sections 3 and 4 below.

Table 1C: E-LINE Frame Loss Ratio (FLR)				
Packet Loss QoS Level	Frame Loss Ratio (FLR) CITY	Frame Loss Ratio (FLR) STATE	Frame Loss Ratio (FLR) Inter-STATE	MRC Service Credit
Silver [Standard Data Service]	0.10%	0.10%	0.10%	10%
Gold [Priority Data Service]	0.01%	0.01%	0.025%	15%



Platinum [Real Time Data Service]	0.01%	0.01%	0.025%	20%
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E. **Latency:** Latency, Frame Transfer Delay (FTD), is the maximum packet delivery time measured round-trip between Customer's A and Z locations at the Committed Information Rate (CIR). Latency is measured across On-Net Service paths between ingress and egress NIDs. Measurements are taken at one-hour intervals over a one month period. Credits are based on round-trip latency of 95th percentile packet. Customer must meet the following criteria to qualify for Service credits on the E-LINE Latency SLA outlined in **Table 1D**:

- Access loops at Customer locations A and Z may be fiber or copper connectivity from the Serving Wire Center to the NIDs at each premise to qualify for the circuit SLA.
- Each SLA guarantee is associated with ONLY one QoS Level. Frontier will honor the Service credit associated with the QoS level ordered for On-Net Services. Customer will be entitled to Service credits if the Service fails to meet applicable Performance Objective as outlined in **Table 1D** subject to Sections 3 and 4 below

Table 1D: E-LINE Frame Transfer Delay (FTD):				
Latency QoS Level	Round Trip Delay CITY	Round Trip Delay STATE	Round Trip Delay Inter-STATE	MRC Service Credit
Silver [Standard Data Service]	≤ 56 ms	≤ 100 ms	≤ 250 ms	10%
Gold [Priority Data Service]	≤ 26 ms	≤ 60 ms	≤ 160 ms	15%
Platinum [Real Time Data Service]	≤ 14 ms	≤ 36 ms	≤ 140 ms	20%

F. **Jitter:** Packet Jitter, Frame Delay Variance (FDV), is the difference in end-to-end one way delay between selected packets in a data stream with any lost packets being ignored. Frontier guarantees average FDV (inter-packet differential) performance on E-LINE Service transmissions will meet performance parameters outlined in the table below. Credits are based on the monthly average Frame Delay Variance. Customer must meet the following criteria to qualify for Service credits on the E-LINE Jitter SLA:

- Access loops at Customer Service Locations A and Z may be fiber or copper connectivity from the Serving Wire Center to the NIDs at each Service Location to qualify for Fiber Loop FDV SLA.
- Each SLA guarantee is associated with ONLY one QoS Level. Frontier will honor the Service credit associated with the QoS level ordered for E-LINE Services, as outlined in the applicable Ethernet Service Schedule. Customer will be entitled to the credit as outlined in **Table 1E** if E-LINE Services fail to meet applicable service level objectives, subject to Sections 3 and 4 below.

Table 1E: E-LINE Frame Delay Variance (FDV):				
Jitter QoS Level	Average Jitter Per Site CITY	Average Jitter Per Site STATE	Average Jitter Per Site Inter-STATE	MRC Service Credit
Silver [Standard Data Service]	n/s	n/s	n/s	10%
Gold [Priority Data Service]	≤ 8 ms	≤ 40 ms	≤ 40 ms	15%
Platinum [Real Time Data Service]	≤ 3 ms	≤ 8 ms	≤ 10 ms	20%

3. Service Outage Reporting Procedure.

- M. Frontier will maintain a point-of-contact for Customer to report a Service Outage, twenty-four (24) hours a day, seven (7) days a week.
- N. When E-LINE Service is suffering from a Service Outage, Customer must contact Frontier's commercial customer support center (also known as the "NOC") at 1-(888) 637-9620 to identify the Service Outage and initiate an investigation of the cause ("Trouble Ticket"). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate Frontier departments will initiate diagnostic testing and isolation activities to determine the source. In the event of a Service Outage, Frontier and Customer will cooperate to restore the Service. If the cause of a Service Outage is a failure of Frontier's equipment or facilities,



Frontier will be responsible for the repair. If the degradation is caused by a factor outside the control of Frontier, Frontier will cooperate with Customer to conduct testing and repair activities at Customer's cost and at Frontier's standard technician rates.

- O. A Service Outage begins when a Trouble Ticket is initiated and ends when the affected E-LINE Service is Available; provided that if the Customer reports a problem with a Service but declines to allow Frontier access for testing and repair, the Service will be considered to be impaired, but will not be deemed a Service Outage subject to these terms.
- P. If Frontier dispatches a field technician to perform diagnostic troubleshooting and the failure was caused by the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; then Customer will pay Frontier for all related time and material costs at Frontier's standard rates.

4. Credit Request and Eligibility.

- S. In the event of a Service Outage, Customer may be entitled to a credit against the applicable On-Net Service MRC if (i) Customer initiated a Trouble Ticket; (ii) the Service Outage was caused by a failure of Frontier's equipment, facilities or personnel; (iii) the Service Outage warrants a credit based on the terms of Section 1; and (iv) Customer requests the credit within thirty (30) days of last day of the calendar month in which the Service Outage occurred.
- T. Credits do not apply to Service Outages caused, in whole or in part, by one or more of the following: (i) the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; (ii) failure of power; (iii) the failure or malfunction of non-Frontier equipment or systems; (iv) circumstances or causes beyond the control of Frontier or its representatives; (v) a Planned Service Interruption; (vi) Emergency Maintenance or (vii) interruptions resulting from Force Majeure events as defined in Customer's FSA. In addition, Customer will not be issued credits for a Service Outage during any period in which Frontier is not provided with access to the Service location or any Frontier network element, or while Customer is testing and/or verifying that the problem has been resolved. "Planned Service Interruption" means any Service Outage caused by scheduled maintenance, planned enhancements or upgrades to the Frontier network; provided that Frontier will endeavor to provide at least five (5) business days' notice prior to any such activity if it will impact the Services provided to Customer. "Emergency Maintenance" means maintenance which, if not performed promptly, could result in a serious degradation or loss of service over the Frontier network.
- U. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of 50% of the MRC for the impacted E-LINE Service, per month. For cascading failures, only the primary or causal failure is used in determining Service Outage and associated consequences. Only one service level component metric can be used for determining Service credits. In the event of the failure of the Service to meet multiple metrics in a one-month period, the highest Service credit will apply, not the sum of multiple Service credits.
- V. This SLA guarantees service performance of Frontier's Ethernet data services only. This SLA does not cover TDM services [DS1, NxDS1, or DS3 services] or other voice or data services provided by Frontier. This SLA does not apply to services provided over third party non-partner facilities, through a carrier hotel, or over Frontier facilities which terminate through a meet point circuit with a third party non-partner carrier.
- W. The final determination of whether Frontier has or has not met SLA metrics will be based on Frontier's methodology for assessment of compliant performance. Service Outage credits are calculated based on the duration of the Service Outage, regardless of whether such Service Outage is the result of failure of the Service to meet one or more performance metric.
- X. Credit allowances, if any, will be deducted from the charges payable by Customer hereunder and will be expressly indicated on a subsequent bill to Customer. Credits provided pursuant to this SLA shall be Customer's sole remedy with regard to Service Outages.

- 5. **Chronic Outage:** An individual E-LINE Service qualifies for "Chronic Outage" status if such service fails to meet the Availability objectives, and one or more of the following: (a) a single Trouble Ticket extends for longer than 24 hours, (b) more than 3 Trouble Tickets extend for more than 8 hours, during a rolling 6 month period, or (c) 15 separate Trouble Tickets of any duration within a calendar month. If an E-LINE Service reaches Chronic Outage status, then Customer may terminate the affected E-LINE Service without penalty; provided that Customer must exercise such right within ten (10) days of the E-LINE Service reaching Chronic Outage status and provide a minimum of 15 days prior written notice to Frontier of the intent to exercise such termination right.



Unified Communications by Frontier Schedule

This is Schedule Number _____ to the Frontier Services Agreement dated **Select Month** _____, 20____ (“FSA”) by and between **insert customer name** (“Customer”) and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates (“Frontier”). Customer orders and Frontier agrees to provide the Services identified in the Schedule below.

Primary Service Location: _____ **SPOC:** _____ **Schedule Date:** _____ **Select Month** _____, 20____
Schedule Service Term: _____ **Order for new Services** _____ **Service Term:** _____ **select** _____

★ *Additional Service Locations may be provisioned. Addresses and location-specific Service details will be as outlined in the Frontier data collection sheet, and additional E-911 location charges apply, as outlined in the table below.*

Frontier UCaaS Service	QTY	MRC (MRC x Qty)
<u>Executive Seat</u> DID#, chat & presence, voicemail, unlimited US & Canadian local and long-distance calling, mobile twinning, Frontier Communicator mobile & desktop clients & softphone, Outlook calendar integration, call manager, CommPortal access to manage features	Select	\$
<u>Basic Seat</u> DID#, voicemail, unlimited US & Canadian local and long -distance calling, call manager, CommPortal access to manage features	Select	\$
<u>Analog</u> DID#, voicemail, unlimited US & Canadian local and long distance calling, CommPortal access to manage features	Select	\$
<u>iACD Supervisor Seat (*Executive Seat is required)</u> <ul style="list-style-type: none"> • iACD Agent Log-in & Log-out of MLHG (ACD Queue) using Agent Portal (CommPortal) • Calls route to available Agents • Agents update Status in Agent Portal • Agents wrap-up status after call • Agents assign disposition codes before being available for next call 	Select	\$
<u>iACD Agent Seat (*Executive Seat is required)</u> <ul style="list-style-type: none"> • iACD Supervisors Log-in & Log-out of MLHG (ACD Queue) using Supervisor Portal (BG Admin Portal) • Supervisor monitors calls (Monitor, Whisper, Barge-in) • Supervisor manages ACD & Agent performance with statistical reporting 	Select	\$

* “unlimited” is subject to FAFUP (see Section 3C below)
 International LD rates are found at <https://Enterprise.frontier.com/UCF-LD-International-Rates.pdf>
 Rates may be modified without notice

Frontier UCaaS Add-ons	QTY	MRC (MRC x Qty)
Additional DID Numbers		\$
Directory Listings		\$
Extended Market Number		\$



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Web Meeting and Video Conference Service		QTY	MRC (MRC x Qty)
Meeting Collaboration (Executive Seat Required)			
10 Attendees	Select		\$
25 Attendees	Select		\$
100 Attendees	Select		\$
200 Attendees	Select		\$
300 Attendees	Select		\$
500 Attendees	Select		\$
Webinar (Executive Seat Required)			
100 Attendees	Select		\$
500 Attendees	Select		\$
1000 Attendees	Select		
Toll Free Number			\$
Toll Free Domestic Block of Time		Select	\$
Toll Free Domestic US Overage Rate Per Minute (\$0.0300)			\$ (Usage based)
Additional Premium Auto Attendants			\$
Miscellaneous Describe Here			\$
★E-911 (per additional locations)			\$



FRONTIER

UCaaS Equipment, Installation and Maintenance (Purchase or Rental)			
Product Description	QTY	NRC (NRC x Qty)	MRC (MRC x Qty)
Yealink T57W			
Yealink CP960 Conference		\$	\$
Yealink CP960 Wireless Mic Conference		\$	\$
Yealink CP930WP Base Conference DECT		\$	\$
Yealink PoE Injector for CP960 Conference phone		\$	\$
Yealink W60P Wireless Base + W56 Handset		\$	\$
Yealink W56H Wireless Handset		\$	\$
Yealink W59H Wireless Handset Rugged		\$	\$
Yealink UH36 Mono Headset		\$	\$
Yealink UH36 Dual Headset		\$	\$
Yealink WH62 Mono Cordless Headset		\$	\$
Yealink WH62 Dual Cordless Headset		\$	\$
Yealink Expansion Mod for T5 models only		\$	\$
Yealink Bluetooth Dongle		\$	\$
Yealink WIFI Dongle		\$	\$
Yealink T3 Power adaptor		\$	\$
Yealink T53 & T54 Power adaptor		\$	\$
Yealink T53 & T43 Wall Mounts		\$	\$
Yealink T54W & T57W power Adaptor		\$	\$
Yealink BLT60 DECT Busy Light indicator		\$	\$
UCF Single Port ATA		\$	
UCF ATA and Paging Adapter		\$	
UCF CAT 5 Cable		\$	
Installation and Warranty		\$	\$
Installation Services		\$	
Post Warranty Maintenance		\$	
Grand Total for Equipment, Installation Warranty		\$	\$



1. UNIFIED COMMUNICATIONS BY FRONTIER SERVICE (UCAAS).

A. General Description: Unified Communications by Frontier (UCaaS) Service is a business voice communications service using Internet Protocol (“IP”) technology. It provides voice communications between a station on the Customer’s Local Area Network (“LAN”) and (a) for Services provisioned over a third party network, a station on the Public Switched Telephone Network (“PSTN”); (b) for Services provisioned over Frontier’s network, a station on Frontier’s converged Services network, in each case using IP technology. UCaaS Service provides basic IP voice communications standard features such as completing calls to the PSTN, abbreviated dialing and basic calling features/call management services; and access to 9-1-1 Emergency Service, subject to the limitations and terms described herein.

B. Availability, Limitations, and Exclusions.

i. Service Availability: Customer’s eligibility to receive IP Service, Customer’s Local Area Network (“LAN”) environment must be at least 10Mb/100Mb/1000Mb Ethernet; LAN ports used for voice must be set to full-duplex; Customer’s LAN must have adequate bandwidth and ports to support the minimum amount of concurrent voice and data traffic ordered by Customer.

ii. Limitations: Customer understands that use of the Services is restricted in the following manner: (a) at any given time, Customer may only place as many concurrent calls as it has purchased simultaneous calling capacity; (b) Customer’s modification of Frontier installed design and/or configuration is at Customer’s risk; (c) Customer may not utilize auto-dialers or any similar type of device in connection with UCaaS Frontier Service; (d) Customer may not utilize UCaaS Service in any call center environment or in connection with any similar such application; and (e) Customer may not use UCaaS Service for telemarketing, fax broadcasting, fax blasting, or continuous or extensive call forwarding. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT ANY VIOLATION OF THE FOREGOING RESTRICTIONS ON ITS USE OF THE SERVICE WILL IMMEDIATELY VOID AND INVALIDATE FRONTIER’S OBLIGATIONS AND PROVISION OF SERVICE UNDER THIS AGREEMENT AND WILL RESULT IN THE IMMEDIATE TERMINATION OF THE SERVICE BY FRONTIER.

FRONTIER’S
TERMINATION OF THE SERVICE

iii. Exclusions. The Service does not include reliability, redundancy, disaster recovery or business continuity features, functions, capabilities or services. The Service is provided over broadband networks, as a reasonable best efforts service without warranty, guarantees or service level commitments. Customer will not be able to make or receive calls with the Service if the Frontier network or DSL service is down or impaired or if any third party network or service used in conjunction with the Service is down or impaired. Service may also be adversely impacted by congestion on the Customer’s LAN, Frontier’s network or DSL service and/or third party network or service.

C. Changes. Throughout the Service Term, Customer may add subsequent lines at the rates and terms applicable under this Service Schedule, reduce the number of lines reflected in this Service Schedule without payment of the termination charge (please note, cancellation of entire account will be subject to the early termination charge), or make modifications to existing Services provided that such changes may be subject to a change fee (collectively “Changes”). Customer may request Changes via telephone, provided that Frontier may (but will not be required to) ask Customer to validate such Change request via email or other document. All such Changes and the resulting Services will be subject to the terms and conditions of this Schedule.

D. Training. Training for this Service will utilize training videos. These videos are a user interactive web-based training aid, which can be accessed at any time at, <https://enterprise.frontier.com/blog/unified-communications-by-frontier-product-tutorial-videos>. Videos included are Business Group Admin Portal, End User CommPortal, Frontier Communicator Desktop App, Frontier Communicator Mobile App, Poly VVX 150/250/350, Poly VVX 450, Poly Trio 8500, Poly Trio 8800 and iACD. In the event that onsite training is requested, additional charges will apply and must be noted as an exception to the standard Installation Services Scope of Work.

2. MEETING COLLABORATION AND WEBINAR SERVICE.

A. General Description: Upon and subject to the terms of the FSA and this Schedule, including without limitation the license restrictions, the number of authorized licenses and payment terms, Customer is hereby granted a non-exclusive, non-transferable, limited, revocable license to use, during the applicable Service Term only, the Meeting Collaboration and Webinar Service. Prior to permitting any Customer to use the Meeting Collaboration and Webinar Service, Customer shall agree to the Accession Communicator End User License Agreement available at www.metaswitch.com/legal/standard-terms-and-conditions as it may be updated from time to time by Metaswitch, which is hereby incorporated into the Schedule by reference.

i. Meeting Collaboration (Executive Seat Required) Supports conferences of up to 500 participants, scheduled and ad-hoc conferencing, video conferencing, desktop and file sharing, desktop remote control, conference recording. Meeting Collaboration supports Windows, MacOS, iOS & Android, single-click uplift from one-to-one Frontier Communicator (mobile and desktop application) calls or IM sessions to conferences, Microsoft Outlook integration

ii. Meeting Webinar (Executive Seat Required) Webinars offer full function webinars for up to 100, 500, or 1,000 attendees, with support for up to 100 participants (webinar host, co-host and panelists), all with the capability to share video, web presentations, whiteboards and more. The remaining view-only attendees are able to send chat messages or participate in polls created by the host

B. Restrictions, Warranties and Limitations:

i. Restrictions: Customer shall not distribute, reproduce, modify, sublicense or use any of the Meeting Collaboration and Webinar Service other than as permitted above. Customer shall not be permitted to do any of the following:
(a) remove or modify any copyright or proprietary rights notices and/or legends appearing on or in the Meeting Collaboration and Webinar Service
(b) decompile, disassemble, reverse engineer, “unlock”, attempt to access or discover the source code of, or disclose any trade secrets embodied in any of the Meeting Collaboration and Webinar Service or component thereof, nor attempt to do any of these things, nor encourage, assist or permit any other third party to do any of the foregoing; except and only to the extent that such activity is expressly required by applicable law notwithstanding this limitation.



(c) Should such conduct occur inadvertently or intentionally and whether by Customer or permitted end users, Customer shall promptly disclose the information discovered to Frontier, and Customer shall not disclose any such information to any third party.

ii. Warranties: THE MEETING COLLABORATION AND WEBINAR SERVICE IS PROVIDED ON AN "AS IS" BASIS AND FRONTIER AND ITS SUPPLIERS MAKE NO WARRANTY OF ANY KIND IN RESPECT OF THE MEETING COLLABORATION AND WEBINAR SERVICE, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON - INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, ABSENCE OF VIRUSES, RESULTS OR WORKMANLIKE EFFORT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. FRONTIER'S LIMITED WARRANTY AS SET FORTH IN THE FSA BETWEEN FRONTIER AND CUSTOMER SHALL NOT APPLY TO THE WEB MEETING AND VIDEO CONFERENCING SERVICE.

iii. Limitations: IN NO EVENT WILL FRONTIER METASWITCH OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, OR FOR LOSSES DUE TO LOST PROFITS, INCOME OR SAVINGS, OPPORTUNITY COSTS, LOSS OR CORRUPTION OF DATA OR SOFTWARE, OR LOSS OF USE OF FACILITIES OR EQUIPMENT ARISING OUT OF OR RELATED TO THE Web Meeting and Video Conferencing Service, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE. THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE FORM IN WHICH SUCH CLAIMS ARE BASED (WHETHER IN CONTRACT, TORT, OR OTHERWISE) AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITIES. NOTHING IN THIS SECTION SHALL LIMIT OR EXCLUDE FRONTIER'S OR ITS SUPPLIERS' OR LICENSORS' LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY SUCH PARTY'S NEGLIGENCE OR FRAUD OR FRAUDULENT MISREPRESENTATION

3. CUSTOMER OBLIGATIONS. In addition to the other obligations of Customer contained within the FSA, Customer will be responsible for the following obligations:

A. Customer Facilities: Except as otherwise expressly stated herein, Customer is responsible for obtaining, installing, configuring and maintaining all equipment (including, but not limited to, SIP phones, and firewalls), software, wiring, power sources, telephone connections and/or communications services necessary for inter-connection with Frontier's network or otherwise for use in conjunction with IP Service ("Facilities"). Customer is responsible for ensuring that such Facilities are compatible with Frontier's requirements and that they continue to be compatible with subsequent revision levels of Frontier's Network relevant to the Services, and for meeting the minimum requirements outlined for UCaaS Service at www.frontier.com/terms. Frontier is not responsible for the availability, capacity and/or condition of any Facilities not provided by Frontier. Customer is responsible for operation and configuration of its computer(s) and LAN/WAN. If Customer connects any Facilities to IP Service, Customer is solely responsible for any effects that arise from that connection and Customer waives any claims against Frontier relating to the performance of IP Service.

B. Security:

i. Use of IP Service, like other network-based services, carries certain security risks to the systems and networks of Customer, Frontier, and third parties, including but not limited to: misuse; unauthorized access; alterations; theft; destruction; corruption; and attacks ("Occurrences"). Customer shall, at its own expense, take security measures including but not limited to use of firewalls, passwords, access restrictions, encryption, policies, and physical access restrictions ("Security Measures") to protect from Occurrences all IP traffic, Facilities and other equipment, software, data and systems located on Customer's premises or otherwise in Customer's control and used in connection with IP Service, whether owned by Customer, Frontier, or Frontier's subcontractors. CUSTOMER AGREES THAT FRONTIER IS NOT LIABLE, IN CONTRACT, TORT, OR ON ANY OTHER BASIS, FOR ANY LOSS RESULTING FROM ANY OCCURRENCES OR USE OF FRONTIER'S NETWORK, IP TRAFFIC, FACILITIES OR OTHER EQUIPMENT, SOFTWARE, DATA AND SYSTEMS. CUSTOMER IS RESPONSIBLE FOR ALL SECURITY MEASURES, EVEN IF CUSTOMER USES A THIRD PARTY OR FRONTIER TO CONFIGURE AND IMPLEMENT THEM.

ii. Customer shall properly use any equipment or software, and all pass codes, personal identification numbers ("PINs") or other access capability obtained from Frontier or an affiliate or vendor of Frontier and shall surrender the equipment and software in good working order to Frontier at a place specified by Frontier and terminate all use of any access capability upon termination or expiration of this Schedule. Customer shall be responsible for all uses of PINs, pass codes or other access capability during or after the term hereof. Customer's use of any software component of the Service is limited to use with the Service, subject to and in strict compliance with the end user license agreement embedded in the software. Title and all other rights to the software shall remain at all times with Frontier or its suppliers. Customer is responsible for all costs and procedures associated with fraud, such as subscription fraud, cloning fraud, fraud associated with the use of the Service, hacking, or usage on lost or stolen devices that Customer has failed to notify Frontier should be deactivated.

iii. Customer is solely responsible for the security of its own networks, equipment, hardware, software and software applications, including security features for protection against unauthorized or fraudulent use of the Equipment or the Service. Customer is solely responsible for ensuring that all of Customer's data files are adequately duplicated and documented at all times. Frontier and its contractors are not responsible or liable for data loss for any reason. Abuse that occurs as a result of Customer's systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer's accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer's or third parties' usage of the UCaaS Service or Frontier Internet access through Customer's hardware or software.

iv. **Frontier disclaims any express or implied warranty or condition that the Services prevent toll fraud, unauthorized access, loss or theft of electronic data, or invasion of privacy (collectively, "fraudulent activity"). Frontier shall have no liability to Customer in the event of such fraudulent activity.**

C. ACCEPTABLE AND FAIR USE. Customer shall comply, and shall cause all Service users to comply, with Frontier's **Acceptable Use Policy ("AUP")** and the **UCaaS Fair Use Policy ("FAFUP")**, each as may be modified by Frontier from time to time. The current AUP and FAFUP are available for review at the following address, subject to change: <http://www.frontier.com/policies>. **Customer is responsible for maintaining awareness of and**



adhering to the AUP and FAFUP as amended from time to time. Failure to comply with the AUP or FAFUP is justification for immediate suspension or termination of the Service, notwithstanding any notice requirement which may otherwise be outlined in the FSA.

D. EMERGENCY 911 SERVICE.

i. **Customer agrees to and acknowledges Customer's responsibility to (a) identify one or more individuals to whom email and / or phone notification will be provided (the "Point(s) of Contact") in the event of a 911 call, (b) enter the contact information for each such Point(s) of Contact in the Administrator Com Portal and (c) read, review and utilize the instructions in this regard available at <https://business.frontier.com/smartvoice-911>.**

ii. Customer acknowledges that IP phones and Softphones are portable and may be used at the Service Location or elsewhere. **IF THE IP PHONE OR SOFTPHONE IS MOVED, CUSTOMER MUST CALL FRONTIER AT 855-438-7273 TO REGISTER THE PHONE'S NEW LOCATION FOR EMERGENCY CALLING PURPOSES.** There are additional charges for each new location that Customer would like to register phones. These locations must be ordered in advance, in order to properly register the phones' new location. **If the new locations are not ordered in advance, 911 calls will not be delivered to the correct Public Safety Answering Point ("PSAP") until the new location is ordered, configured in the system, and the phone properly registered to the new location.**

iii. Customer shall notify and inform each user that (a) 911 calls may not be delivered to the correct PSAP in some locations and that delays may occur in making a new location available through the PSAP's database; (b) 911 calls will be misdirected if the IP phone or Softphone is moved without registering its new location and that in such case if it becomes necessary for the user to seek assistance by using E-911 Service, any such call from an IP phone will identify such user's location as being at the prior location, and will be directed to the E-911 PSAP associated with the prior location, and not where the user is physically located, and (c) the IP phones cannot be used for any calls, including emergency calls, if the broadband connection used by the phone fails, or if electrical power is not available to power the phone. **IN ADDITION, CUSTOMER IS RESPONSIBLE FOR ENSURING THAT ANY WARNING LABELS PROVIDED BY FRONTIER OUTLINING THE LIMITATIONS OF 911 SERVICES OVER IP PHONES ARE PLACED ON AND/OR NEAR THE EQUIPMENT USED IN CONJUNCTION WITH THE IP PHONE SERVICE.**

iv. Customer is advised that the operation of e-911 requires accurate information be provided by Customer to Frontier for storage in Frontier's database, which Customer is solely responsible for updating. Further, Customer acknowledges and agrees that e-911 service will not be available, and Frontier assumes no liability: (a) if there is a power failure or some other type of failure of the equipment installed at the Service Location; (b) if there is a failure or congestion of the access connection (such as dsl or t-1 connection) or associated equipment provided to connect the Service Location to the VOIP service network; (c) if there is a failure or congestion of the VOIP network providing Customer's VOIP service, the public switched telephone network (pstn), the 911 service provider's network or the emergency services network; (d) if Customer is using the Services outside of the United States; (e) if Customer has moved the VOIP device, delayed in providing or failed to provide accurate location information to Frontier, or the information provided has not yet been updated by or is inaccurate; (f) if the Services have been disconnected or suspended for non-payment or any other reason; (g) for those circumstances under which 911 service may be limited to traditional 911 service rather than enhanced 911 (or 'e-911'). With e-911 the Customer address and callback information is automatically provided to the emergency services systems; or (h) failure of emergency services under certain circumstances, including but not limited to, those circumstances in which Customer is using call forwarding, call redirection or blocking services, and/or when the emergency callback number is configured to ring a phone at a different location than the Customer's VOIP device. If e-911 service is not available in Customer's area or at the time of the 911 call, then, the system may default to traditional 911 service and the Customer may be required to verbally inform the 911 call taker or emergency responder of their address and phone number.

v. 911 service is offered solely as an aid in contacting an appropriate PSAP in connection with fire, police and other emergencies. **FRONTIER IS NOT RESPONSIBLE FOR ANY LOSSES, CLAIMS, DEMANDS, SUITS OR ANY LIABILITY WHATSOEVER, WHETHER SUFFERED, MADE, INSTITUTED OR ASSERTED BY CUSTOMER OR BY ANY OTHER PARTY OR PERSON FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON OR PERSONS, AND FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY, WHETHER OWNED BY CUSTOMER OR OTHERS, CAUSED OR CLAIMED TO HAVE BEEN CAUSED BY: (a) MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR OTHER DEFECTS IN THE PROVISION OF EMERGENCY 911 SERVICE, OR (b) INSTALLATION, OPERATION, FAILURE TO OPERATE, MAINTENANCE, REMOVAL, PRESENCE, CONDITION, LOCATION OR USE OF ANY EQUIPMENT AND FACILITIES FURNISHING THIS SERVICE, OR (c) CUSTOMER'S FAILURE TO NOTIFY FRONTIER WHEN A PHONE IS MOVED IN A TIMELY MANNER.**

vi. **FRONTIER IS NOT RESPONSIBLE FOR ANY INFRINGEMENT OR INVASION OF THE RIGHT OF PRIVACY OF ANY PERSON OR PERSONS, CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE INSTALLATION, OPERATION, FAILURE TO OPERATE, MAINTENANCE, REMOVAL, PRESENCE, CONDITION, OCCASION OR USE OF EMERGENCY 911 SERVICE AND THE EQUIPMENT ASSOCIATED THEREWITH, OR BY ANY SERVICES FURNISHED BY FRONTIER INCLUDING, BUT NOT LIMITED TO, THE IDENTIFICATION OF THE TELEPHONE NUMBER, ADDRESS OR NAME ASSOCIATED WITH THE PHONE USED BY THE PARTY OR PARTIES ACCESSING EMERGENCY 911 SERVICE, AND WHICH ARISE OUT OF THE NEGLIGENCE OR OTHER WRONGFUL ACT OF FRONTIER, CUSTOMER, ITS SERVICE USERS, AGENCIES OR MUNICIPALITIES, OR THE EMPLOYEES OR AGENTS OF ANY ONE OF THEM.**

vii. **Customer specifically acknowledges receipt of and understanding of these limitations on emergency calling capabilities.** Customer shall defend, indemnify and hold harmless Frontier from any loss, cost, expense or liability arising from or in any way related to Customer's failure to provide the required notices, or otherwise related to any use of E-911 Services, not caused by the negligence or willful misconduct of Frontier.

Supplemental Terms for UCaaS Rental Terms and Conditions

1. RENTAL TERM. The term of the rental as to Equipment designated above shall begin on the Installation Date in accordance with the Schedule and shall continue for a one-month period (the "Initial Rental Term"). Except as otherwise provided in the Schedule or any amendment thereto, Customer or Frontier may terminate the rental at the expiration of the Initial Rental Term by giving the other at least thirty (30) day's prior written notice of termination.



If neither party gives such notice, then the term shall automatically be extended on the same rental terms for successive periods of one (1) month until terminated by either Customer or Frontier giving the other at least thirty (30) days' written notice of termination.

2. RENTAL PAYMENTS. The monthly rental payments for each item of Equipment (the "MRC Rental Payments") are set forth in Table 1 or Table 2 above.

3. PAYMENT OF TAXES. Customer shall also pay all taxes, however designated, which are levied or based on the rental, the Equipment or its purchase, use, lease, rental, operation, control or value, including, without limitation, personal property taxes, state and local privilege or excise taxes based on gross revenue, and any penalties or interest in connection therewith, or taxes or amounts in lieu thereof paid or payable by Frontier or Customer in respect of the foregoing, but excluding taxes based on Frontier's net income. Charges for taxes, penalties and interest, if any, shall be promptly paid by Customer. In the event Customer defaults in the payment of any such tax, Frontier may pay such tax and shall be promptly reimbursed by Customer, with interest (plus attorneys' fees and costs if any) as additional rent.

4. LIMITATIONS OF LIABILITY FRONTIER HAS NOT MADE AND MAKES NO, AND HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR EXPRESS OR IMPLIED WARRANTY WHATSOEVER HEREUNDER, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PURPOSE, OR OTHERWISE, REGARDING THE EQUIPMENT OR ANY PART OR THE DESIGN, QUALITY, OPERATION OR CONDITION THEREOF OR WITH RESPECT TO PATENT INFRINGEMENT OR THE LIKE.

5. RISK OF LOSS.

A. Frontier shall not be responsible for, nor shall the MRC Rental Payments or other sums due hereunder abate for any reason, including, but not limited to, any interruption in or loss of the service or use of the Equipment or any part thereof, or any loss or damage caused thereby, or by error in programming or instruction to the Equipment, latent defect, wear and tear, or gradual deterioration of the Equipment or any part thereof.

B. Customer assumes and shall bear the entire risk of partial or complete loss, theft, damage, destruction or other interruption or termination of use of the Equipment from any cause whatsoever, from the date of delivery of the Equipment to Customer until the Equipment is returned to and received by Frontier.

C. During the term of the rental, and until the Equipment is redelivered to Frontier, Customer shall be liable for the prompt repair of the Equipment at its sole expense. If the Equipment or any portion thereof is lost, stolen, destroyed or damaged beyond repair, Customer, at its option, will (i) continue to make the MRC Rental Payments, and, at Customer's sole expense, replace the Equipment with equipment of identical manufacture and equal or greater capacity, utility and residual value to that of the Equipment replaced (in which case Customer will transfer title to the replacement Equipment to the Frontier free of all liens, claims and encumbrances), or (ii) pay Frontier on the next Monthly Rental Payment date following the loss, theft, damage or destruction of the Equipment an amount equal to the replacement value or the minimum casualty value, whichever is greater, for such Equipment in effect on the date of the loss, theft, damage or destruction thereof and all rent accrued on such Equipment up to the date of payment and all other amounts then due in connection with such Equipment. Upon such payment, the Equipment, or portion thereof, as applicable, will terminate with respect to the Equipment so paid for, and Frontier will transfer full ownership and title to such Equipment to Customer, free of liens, claims and encumbrances created by Frontier

6. INSURANCE AND INDEMNITY. Customer shall at all times during the term of the rental, at its own expense, maintain: (A) all-risk property damage insurance covering the Equipment in an amount not less than the greater of (i) the replacement value of the Equipment, or (ii) the minimum casualty value of such Equipment as set forth herein and (B) public liability coverage in such amounts, and with such companies as are in general usage by companies owning or operating similar property and engaged in a business similar to Customer's. The insurance required by this Section may be obtained by Customer by endorsement on any blanket insurance policies maintained by Customer or its parent. All insurance so maintained shall provide for a thirty-day (30) prior written notice to Frontier of any cancellation or reduction of coverages and an option in favor of Frontier to prevent cancellation by payment of premiums, which shall promptly be repaid by Customer, and further shall provide that all insurance proceeds shall be payable to the Customer and Frontier. Frontier shall be named as loss payee and additional insured on all public liability insurance policies so maintained. Customer shall furnish to Frontier copies of such insurance policies and satisfactory insurance certificates on or before the Installation Date. Customer's above obligation shall commence on the date of delivery of the Equipment and shall continue until the Initial Rental Term (or any extension or renewal thereof) of each Schedule expires and the Equipment is returned to Frontier. By this Section, Frontier does not modify or limit any provision of this rental relating to disclaimer of warranties and liability, or indemnity.

Customer assumes all risk and liabilities, whether or not covered by insurance, and shall indemnify and hold Frontier harmless of and from any liability, claim, loss, damage or expense (including reasonable attorneys' fees) for injuries or deaths of persons and for damage to property, to the extent caused by , operation or storage of the Equipment, whether such injury or death to person be of agents or employees of Customer or be of third persons and whether such damage to property be of Customer, or to property of others.

7. RETURN OF EQUIPMENT Unless otherwise agreed to by Frontier in writing, Customer shall throughout the term of this Rental maintain the Equipment in good working order and appearance. Upon termination of the rental, (i) Frontier and Customer shall arrange for Equipment removal at Customer's location at a time agreed upon by both parties or (ii) Frontier Customer, at its sole expense, shall return the Equipment, together with manufacturer's certificate of authenticity, if provided, to Frontier, or to such other location within the Continental U.S. designated by Frontier in good condition and repair excepting only reasonable wear and tear. Customer shall pack the Equipment to be so returned in accordance with the manufacturer's guidelines.

If Customer fails to return the Equipment in accordance with the preceding paragraph upon the expiration of the Initial Rental Term or any extension thereof, Customer shall be obligated to pay to Frontier per diem rent until the Equipment is returned in addition to all other remedies available to Frontier described in Section 8. (Remedies).



8. ALTERATION AND ATTACHMENTS:

Customer shall not make any such alteration that would create a safety hazard, impair or reduce the performance of the Equipment. If the alterations or attachments interfere with the normal or satisfactory maintenance, operation or insurability of the Equipment, or any part thereof, in such manner as to materially decrease the value of the Equipment, or create a safety hazard, Customer will, upon written notice from Frontier to that effect, promptly remove the alterations or attachments and restore the Equipment to its normal condition. In the case of increased cost of maintenance and insurance, or either, due to Customer's alterations or attachments permitted herein, Customer shall pay such increase. Notwithstanding the preceding, the Customer is still required to comply with provisions in Section (maintenance). herein.

9. ASSIGNMENTS:

Customer may not assign the rental or any of Customer's rights hereunder or sublease any Equipment or its use without the prior written consent of Frontier or any such assignment or sublease shall be void. Any permitted sublessee or assignee of Customer must execute an assumption of this rental in form and substance acceptable to Frontier, but no sublease or assignment shall relieve Customer of any of its obligations or liabilities under this rental.

10. INSTALLATION:

The Equipment is to be installed at the location indicated on the Schedule. All installation charges shall be paid by Customer unless indicated otherwise on this Schedule.

11. Default. Any one of the following events shall constitute an "Event of Default" hereunder: (a) Customer shall fail to pay when due any installment of rent or other amount due hereunder; (b) Customer shall fail to observe or perform any other agreement to be observed or performed by Customer hereunder; (c) Customer, any guarantor of the rental, or any partner of Customer if Customer is a partnership shall cease doing business as a going concern or make an assignment for the benefit of creditors; (d) Customer, any guarantor of the rental, or any partner of Customer if Customer is a partnership shall voluntarily file, take any action to authorize the filing, or have filed against it involuntarily, a petition for liquidation, reorganization, adjustment of debt or similar relief under the federal or state bankruptcy or insolvency law; (e) a trustee, receiver, or liquidator be appointed for Customer, any guarantor of the rental, or for all or a substantial part of the assets of Customer or any guarantor; (f) any individual Customer or individual guarantor of the rental, or partner of Customer if Customer is a partnership, shall die; (g) an event of default shall occur under any other obligation Customer or any guarantor of the rental owes to Frontier; (h) an event of default by Customer shall occur under any agreement involving Customer's or a guarantor's indebtedness to a lender for borrowed money; or (i) Customer shall have terminated its corporate existence, consolidated with, merged into, or conveyed or leased substantially all of its assets as an entity to any person unless: (i) such person executes and delivers to Frontier an agreement satisfactory in form and substance to Frontier, in its sole discretion, containing such person's effective assumption and its agreement to pay, perform, comply with and otherwise be liable for all of Customer's obligations having previously arisen, or then or thereafter arising, under the rental together with any documents, Agreements investments, certificates, opinions and filings by Frontier; and (ii) Frontier (and any Assignee) is satisfied as to the creditworthiness of such person.

12. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Frontier may exercise from time to time any one or more of the following remedies: (a) terminate this rental as to any portion or all of the Equipment; (b) take immediate possession of any or all of the Equipment; wherever situated, and for such purpose enter upon any premises (without a requirement to post bond in any legal proceeding); (c) hold, use, rent, lease, sell or otherwise dispose of any or all of the Equipment in such manner as Frontier in its sole discretion may decide. With respect to any exercise of its rights to recover and/or dispose of any Equipment, Customer acknowledges and agrees that Frontier shall have no obligation, subject to the requirements of commercial reasonableness, to clean up or otherwise prepare the Equipment for disposition; (d) accelerate the due date of all remaining rent payments due hereunder for the entire remaining Initial Rental Term of this rental or any amendment thereto, including any renewal term then in effect, whereupon said amounts shall be immediately due and payable; (e) recover the sum of: (i) any accrued and unpaid rent, plus (ii) the present value of all future rentals reserved in this rental and contracted to be paid over the unexpired Initial Rental Term of this rental (or any renewal period then in effect), discounted at the rate of four percent (4%) per annum; plus (iii) the anticipated residual value of the Equipment as of the expiration of this rental or any renewal thereof discounted at the rate of four percent (4%) per annum, (iv) any indemnity payment, if then determinable; (v) all reasonable costs and expenses incurred by Frontier in any repossession, recovery, storage, repair, sale, re-rental, re-lease or other disposition of the Equipment, including but not limited to costs of transportation, possession, storage, refurbishing, advertising and broker's fees together with all attorney's fees and cost incurred in connection therewith or otherwise resulting from Customer's default (including any incurred at trial, on appeal or any other proceeding) of the foregoing at the rate of one and one-half (1½%) per month ("default interest") (f) expend such monies as Frontier deems appropriate to cure or mitigate the effect of the Event of Default, or to protect the Frontier's interest in the Equipment and this rental, with all such sums to be immediately reimbursed to Frontier by Customer; (g) setoff Customer's security deposit or any other property of Customer held by Frontier against any amount owed by Customer to Frontier; and (h) exercise any other remedy permitted by law, equity or any other agreements with Customer or any guarantor of this rental. No remedy given in this paragraph is intended to be exclusive and each shall be cumulative. No express or implied waiver by Frontier of any Event of Default shall constitute a waiver of any subsequent Event of Default.

13. Representation and Warranties By Customer. Customer represents and warrants to Frontier that: (a) the rental constitutes the Customer's legal, valid and binding obligation and is enforceable against Customer in accordance with its terms; (b) Customer's entry into and performance under the rental will not result in any breach, default or violation under Customer's charter documents (articles of incorporation and bylaws in the case of a corporation or partnership agreement in the case of a partnership or articles of organization and operating agreement in the case of a limited liability Frontier) or any other agreement to which Customer is a party or to which it or its property is subject; (c) there are no suits or proceedings pending or threatened before any court, government agency or arbitrator which, if determined adversely to Customer, would have a material adverse effect on its financial condition or ability to perform its obligations under the rental; (d) that any financial statements or other information which Customer has furnished Frontier concerning the business or condition of Customer was true, correct and complete at the time furnished or as of the date of such financial statements; (e) the Equipment shall remain personal property. The Equipment is removable from and is not essential to the premises upon



which it is located regardless of its attachment to realty, and Customer agrees to take such action at its expense as may be necessary to prevent any third party from acquiring any interest in the Equipment as a result of its attachment to realty with respect to all of the Equipment leased hereto.

14. General.

A. The Equipment remains the personal property of Frontier and may be removed at any time, without notice, after termination of the rental.

B. At Frontier's request, Customer shall affix to the Equipment and each unit or element thereof, in a prominent place, appropriate tags, decals, or plates stating that the Equipment is owned by Frontier, and Customer shall not cause or permit any such tags, decals, or plates to be removed, defaced or covered in any way.

15. Equipment Purchase With respect to UCaaS Services. Frontier will notify Customer upon Frontier's completion of the installation of UCaaS Services. If the total payment amount is less than \$25,000, then Frontier shall provide to Customer a Certificate of Completion ("COC") for installation (that the Customer is not required to complete and return to Frontier) and billing for such UCaaS Services shall commence. If the total payment amount is equal to or greater than \$25,000, then Frontier shall provide to Customer a Certificate of Acceptance ("COA") for installation of UCaaS Services that Customer shall complete and return to Frontier within five (5) business days and billing shall commence. If the COA for the installation of UCaaS Services is not returned within such period, and Customer has not notified Frontier in writing of a material problem related to the UCaaS Services, then Customer shall be deemed to have accepted such UCaaS Services ("Acceptance") and billing shall commence. If there are minor pending items, the COA for UCaaS Services will be signed by Customer with a list of exceptions (punch list), and Frontier will address the punch list items in a timely manner following the Acceptance.



**Attachment 1
Scope of Work
Installation Services**

1. Overview.

a. This Scope of Work ("SOW") outlines the services and deliverables Frontier will provide as part of the Installation Services. In addition, this SOW outlines the roles and responsibilities of Frontier and Customer with respect to the Installation Services, and the key dependencies upon which this SOW is based.

b. During the installation process, Frontier will work closely with Customer on a consultative basis to ensure the successful completion of this SOW. **This SOW outlines all services and deliverables covered by the compensation outlined in the Schedule.** Any requested changes or additions to this SOW may only be accommodated according to the change management process outlined in Section 7 of the Schedule.

c. The services and deliverables described in this SOW are designed to properly configure the Equipment according to manufacturer specifications. In addition, all work performed by Frontier pursuant to this SOW will comply with manufacturer-recommended installation procedures.

d. The work described under this SOW will begin on a date mutually agreeable to Customer and Frontier. The start date will be determined following full execution of both the Schedule incorporating this SOW and the underlying Frontier Service Agreement.

2. Key Assumptions. This SOW and related pricing are based on the following key assumptions. If these assumptions are not met, changes in project scope, pricing and/or schedule may be required in order to satisfy project objectives.

a. Hours. All work will be performed during normal business hours (8:00am – 5:00pm local time, excluding holidays).

b. Installation. Customer is responsible for providing and configuring all routers, switches, and servers necessary for installation of the Equipment. Frontier is not responsible for anything outside the scope of this SOW, unless outlined in a mutually agreed Change Order to this SOW.

c. Wiring. Wiring is in place, easily accessible, in proper working order, properly identified on both ends and within reach of the provided 2m patch cord for IP devices or the provided 12' line cord for digital devices of the set location is to be placed for this installation. Unless otherwise specifically agreed in Section 6 or a Change Order, installation and/or repair of wiring is not included in this SOW.

d. Standards. All routers and switches supporting a VoIP System must meet industry standards for Quality of Service (QOS).

e. Installation Site. Customer will ensure that the installation site is prepared for and compatible with the installation services and operation of the Equipment, including but not limited to the following:

- Customer will provide needed Cat5E / Cats 6 cable
- Customer will provide power at locations of phones
- A single point of contact for all phone design decisions.
- Provide adequate bandwidth to support all listed above

****** ADDITIONAL SITE INFORMATION******

f. Scheduling. Frontier resources will be assigned and scheduled based on availability. An initial project meeting will be held with the Frontier implementation team and Customer-designated representatives. During this meeting critical implementation milestones will be determined. If applicable a Frontier-assigned Project Manager will be responsible for maintaining the master project schedule. Installation Services will be performed during regular business hours (8 a.m. to 5 p.m. local time) unless otherwise outlined in Section 6.

g. Cut-Over. Installation Services by Frontier will be completed in one (1) single continuous phase, unless a "multi-phased" implementation is requested by Customer and agreed per Section 6 or Change Order. In the event a multi-phased implementation is requested, additional charges will apply.

h. Removal of Existing Equipment and Infrastructure. Frontier is not responsible for removal, disposal and cleanup of existing cable, telephony and associated equipment (e.g., power supplies, racks, blocks, etc.), unless specified in Section 6.

i. Out-of-Scope Services. For clarification, anything not expressly identified in this SOW as provided by Frontier is out-of-scope, including but not limited to the following:

- Hardware, software, telecommunications or network technology not included in the original design.
- Installation and configuration changes that result from site additions or relocations that were not included in this SOW.
- Delays of more than one half (1/2) hour resulting from Customer's failure to meet its responsibilities.
- Additional site visits required by Frontier personnel as a result of changes in Customer requirements or Customer's failure to meet its obligations.

3. Frontier Responsibilities.

a. Scope.

As part of the UCaaS service, Frontier will provide a site installation that includes all equipment itemized above

****** ADDITIONAL FRONTIER RESPONSIBILITIES******

b. Performance of Work. Frontier will install the Equipment. Installation Services will be performed in a workmanlike manner consistent with manufacturer-published specifications and practices. Workmanship will comply with applicable NEC (National Electric Code) and TIA (Telecommunication Industries Association) standards.

c. Miscellaneous. Frontier is also responsible for the following:

- Provide status to Customer SPOC per a mutually agreed schedule.
- Provide installation, configuration and testing of Equipment & licensed software.



- End user training per Section 1D.
- Basic system administration training per Section 1D.
- Provide system documentation to Customer.
- Provide support contact information to Customer to respond to questions during the installation project.
- Prior to the scheduled installation date, Frontier will provide manufacturer and/or Equipment and license specific requirements for QoS, DHCP, application and integration with respect to the design and configuration to which Customer's network must adhere.
- Confirm that all shipped Equipment to the Installation Site aligns with the Parts List ordered by Frontier on behalf of the Customer.

4. Customer Responsibilities: Customer is responsible for all network elements not specifically identified in this SOW as a Frontier responsibility, including but not limited to the following:

- Provide a qualified SPOC responsible for communicating Customer's requests to Frontier and assume responsibility for all requests for modification.
- Ensure that Customer Information Technology resources will be available as required by Frontier.
- Provide Frontier employees or representatives access, escort, suitable workspace and safety training (if required by Customer).
- Actively and promptly assist in database gathering and providing all information required by Frontier for installation purposes.
- All data network requirements (hardware and software), except as otherwise specifically ordered through Frontier.
- All voice and data wiring, except as specifically outlined in this SOW or a separate Frontier Schedule. Any required modifications/adds/repairs during the installation project are billable.
- QoS for VoIP systems; (i.e. Customer shall insure minimum bandwidth requirements are met)
- Administrative formal training for Customer employees, unless ordered through Frontier.
- Manage and coordinate 3rd party vendors, as necessary, to allow the installation project to proceed as scheduled.
- All manufacturer recommended environmental, HVAC, power and grounding requirements.
- All patch cables that are required with the exception of the single 2m (6.5') patch cord provided with each IP device or a single 12ft line cord for each digital phone.
- Ensure that all network equipment, configurations, cabling, power and grounding requirements are completed prior to installation start date.
- Provide Frontier with two (2) copies of current floor plans of the Installation Site that identify the placement of all cable plant, desktop devices, voice mailbox users and PCs as applicable to Frontier's installation responsibilities hereunder. These floor plans must be signed to indicate their completeness and accuracy. If cable records are inaccurate or unavailable, Frontier will require the purchase of cable "Tone & Testing" to generate updated cable plant and cross-connect records.
- All drilling at the Installation Site with the exception that Frontier will complete any drilling to secure required Equipment racks.
- Ensure all servers and computers supplied by the Customer meet the hardware and software specifications for all application software purchased.
- Provide Frontier with all required information to successfully integrate Installed Equipment and any OEM equipment supplied by the Customer.
- Provide a secure location for Equipment shipped to the Installation Site and sign required documentation (e.g. packing slip) to confirm receipt of ordered Equipment at the Installation Site. Upon signing the required documentation, the Customer is responsible for all Equipment.
- Wiring, cabling and connection to interface(s) of 3rd Party vendor equipment associated with the Installation (including headsets)
- Provide adequate conduit, duct and trough availability for required cabling associated with the installation.
- Prior to Project implementation, identify and remove all contaminated areas from asbestos or other hazardous materials. If Frontier discovers contaminated areas during Installation, Frontier will cease all Project activity until all hazardous materials are removed. Customer is responsible for all costs associated with removal of hazardous materials and additional costs incurred from Project delays due to the removal of hazardous materials.



Attachment 2 Maintenance

1. During the Initial Rental Term and any extension thereof, Frontier will provide maintenance and repair services with respect to the Equipment ("Maintenance" at the Installation Site. Only authorized agents and representatives of Frontier may perform such work. Any repair, alteration, configuration or servicing of the Equipment by Customer or third parties without the prior written consent of Frontier is a default of this Agreement and cause for termination of the Initial Rental Term or any extension thereof, in whole or in part, at Frontier's option.
2. During the Initial Rental Term or any extension thereof, Frontier will maintain a point-of-contact twenty-four (24) hours a day, seven (7) days a week for Customer to report a problem with the Equipment to Frontier. When a problem occurs, after Customer has ascertained that it is not a result of an act or omission of Customer, Customer's equipment or facilities, or any third party or their facilities, Customer must contact Frontier to identify the problem and initiate an investigation ("Trouble Ticket"). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate Frontier departments will initiate diagnostic testing and isolation activities to determine the source and severity of the problem. Frontier and Customer will cooperate to restore the Equipment to operational condition. If the source of the problem is within the Equipment, Frontier will be responsible for the repair or replacement of the Equipment, in Frontier's sole discretion. If the source of the problem is not the Equipment, at Customer's request Frontier will cooperate with Customer to conduct testing and repair activities, subject to Frontier's standard technician rates.
3. If Frontier, in its sole discretion, determines that a unit of Equipment needs to be replaced, such Equipment will be replaced with equipment of like kind and functionality from a manufacturer of Frontier's choice at the time of replacement ("Exchange Unit"). The Exchange Unit may not be new but will be in good working order and of like kind and functionality.
4. Maintenance does not include or apply to: (i) electrical work external to the Equipment, including but not limited to power or back-up power to or from the Equipment; (ii) Equipment failures caused by factors not related to the Equipment or outside Frontier's control, including but not limited to failure of the applicable Installation Site to conform with Frontier's specifications; (iii) use of the Equipment for any purpose other than as intended by the manufacturer; (iv) damage caused by attempted maintenance or repairs performed by anyone other than an Frontier employee or representative; (v) Equipment supplies, accessories, painting, or refurbishing; and (vi) any activity related to anything not furnished by Frontier, or use of Equipment with other equipment which fails to conform to manufacturer or Frontier specifications.
5. Customer agrees that the Services provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors.



Frontier Managed Wireless LAN Schedule

This is Schedule Number _____ to the Frontier Services Agreement dated **Select Month** _____, 20____ (**"FSA"**) by and between **insert customer name** ("Customer") and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Service Location: _____

Service Term: **Select**

Schedule Type/Purpose: **Select**

Schedule Date: **Select Month, 20**

Service Select	Qty	NRC (x Qty)	MRC (x Qty)
Professional Services			
Desktop Design	0	\$	\$
Onsite Survey	0	\$	\$
Installation	0	\$	\$
Configuration	0	\$	\$
Onboarding	0	\$	\$
As Built	0	\$	\$
Hardware			
Router VPN	0	\$	\$
Access Points	0	\$	\$
Switch	0	\$	\$
vmEdge Server	0	\$	\$
Network infrastructure implementation	0	\$	\$
Other:	0	\$	\$
Maintenance and Support			
Proactive Monitoring 24/7	0	\$	\$
Technical Support	0	\$	\$
Features			
Content Filtering	0	\$	\$
Virtual Tenant	0	\$	\$
Other Licenses			
Managed Wireless ICB	0	\$	\$
BDT # Fill In BDT Number	0	\$	\$
GRAND TOTAL:	0	\$	\$



SUPPLEMENTAL TERMS AND CONDITIONS

1. Service Description

The Frontier MWLAN service provides two end to end managed configurations: (1) Managed Wi-Fi solution or (2) Managed Networking solution. (Managed Network LAN). Each wireless network can be secured and configured separately to suit the Customer's operations.

Key Features Managed Wi-Fi:

- Leverage existing Customer networking
- Indoor APs Standard, (i.e. 4 APs per location)
- Installation available at an additional cost to Customer
- Responsive multi-screen design for reviewing on PC, Tablet or Smartphone
- Email based onboarding
 - Activation based on account number provide during account creation
 - Branded emails for account activation and password reset
- Guest Network Dashboard
 - Currently Active Sessions
 - Dwell Time on Guest Network
 - Historical Sessions: Last Hour, last 24 hours, last 30 days, year to date
 - Historical Bandwidth: Last Hour, last 24 hours, last 30 days, year to date
- Theme Customization:
 - Click & Connect, Facebook, Survey and Passcode themes
 - End user customizable theme with multi-screen preview
 - Multiple theme management
- Guest and Private network customization
 - 1 Guest SSID and 2 private SSIDs
 - SSID & WPA2 Passcode customizable
 - Separate VLANs for Guest and Private
 - Hidden or Broadcast SSID
- Static and Auto update passcodes
 - Auto Passcode delivery via branded email
- Network Scheduler
 - Day of week and time of day schedules
- Tier 1 Support Tool
 - Login as customer for support purposes
 - Manually onboard devices
- Session Search Tool
 - Search for devices based on public IP
 - Locate DMCA violators
- Optional URL based content filtering
- 24/7 NOC Support

Key Features Frontier Managed Networking (Managed Network LAN):

- Managed Switching, Routing, Firewall and Wi-Fi
- Wired and Wireless Networking
- Indoor and Outdoor APs
- Small, Medium and Large Configurations available
- Professional Design & Installations services included
- Responsive multi-screen design for reviewing on PC, Tablet or Smartphone
- Email based onboarding
- Activation based on account number provide during account creation
- Branded emails for account activation and password reset
- Guest Network Dashboard
 - Currently Active Sessions
 - Dwell Time on Guest Network
 - Historical Sessions: Last Hour, last 24 hours, last 30 days, year to date



- Historical Bandwidth: Last Hour, last 24 hours, last 30 days, year to date
- Theme Customization:
 - Click & Connect, Facebook, Survey and Passcode themes
 - End user customizable theme with multi-screen preview
 - Multiple theme management
- Guest and Private network customization
 - 1 Guest SSID and 2 private SSIDs
 - SSID & WPA2 Passcode customizable
 - Separate VLANs for Guest and Private
 - Hidden or Broadcast SSID
- Static and Auto update passcodes
 - Auto Passcode delivery via branded email
- Network Scheduler
 - Day of week and time of day schedules
- Tier 1 Support Tool
 - Login as customer for support purposes
 - Manually onboard devices
- Session Search Tool
 - Search for devices based on public IP
 - Locate DMCA violators
- Integrated URL based Content Filtering
- 24/7 NOC Support
- Proactive Monitoring

- **Content Filtering Web:** Content filtering is the practice of blocking access to web content that may be deemed offensive, inappropriate, or even dangerous. Content filtering works by using Frontier MWLAN hardware and software-based solution to establish rules about the types of sites that may be visited.

- **Virtual Tenant (Monetization of the Network Services):** Virtual Tenant is an add-on software to our MWLAN solution that brings network management and new user onboarding capabilities for Multi-dwelling unit facilities.

Equipment specifically identified in Attachment 1 (“Equipment and Statement of Work”)

2. Obligations of Customer

Customer shall properly use any equipment or software, and all pass codes, personal identification numbers (“**PINs**”) or other access capability obtained from Frontier or an affiliate or vendor of Frontier and shall surrender the equipment and software in good working order to Frontier at a place specified by Frontier and terminate all use of any access capability upon termination or expiration of this Schedule. Customer shall be responsible for all uses of PINs, pass codes or other access capability during or after the term hereof.

3. Access to Facilities; Grant of Underlying Rights

A. Customer shall provide Frontier with (i) access to, and use of, its buildings, facilities and infrastructure (the “Facilities”), and (ii) all deeds, leases, easements, rights of way, licenses, franchises, permits, and other rights, titles or interests, necessary for the construction, installation, operation, maintenance and repair of the wireless broadband access system (the “Network”) to be deployed by Frontier under this Agreement. Customer grants to Frontier an unlimited right of access to and use of the Facilities, seven (7) days per week, twenty-four (24) hours per day, including rights of ingress and egress, in connection with Frontier’s performance of this Agreement.

B. The Facilities shall include all power connections necessary for the deployment, operation and maintenance of the Network. Frontier shall not be required to reimburse Customer for the costs of power associated with the development or operation of the



Network. Frontier will be responsible for providing, at Frontier's sole expense, any filtering or regulation devices to correct any interference or potential electrical surges. The Parties will use their best efforts to avoid any unnecessary interruptions and, where required, will work with each other to plan and coordinate necessary service and utility interruptions so as to minimize disruptions to Frontier equipment and the Facilities.

4. Interference

Customer shall not grant or permit any access or use of the Facilities that would have a negative impact on the operation of the Network, including, but not limited to, interfering with the signals generated or received by the Frontier equipment.

5. Relocations-On Premises

If Customer reasonably determines, or is required by a party with legal authority to so require, or if Frontier agrees to relocate or reconfigure any portion of the Network at Customer's request (with a comparable Network), including any of the Facilities used or required in providing the Services at the current Service Location, Frontier shall proceed with such relocation or reconfiguration of comparable Network, and shall have the right, in good faith, to reasonably determine the extent of, the timing of, and methods to be used for such relocation; and the parties shall mutually agree on reasonable consideration to be paid to Frontier as a result of such action. Any modification beyond those described in this Section would require a new Schedule, as further described in Section 7, below.

6. Equipment or Software Not Provided by Frontier

- A. Upon notice from Frontier that the facilities, services, equipment or software not provided or approved by Frontier is causing or is likely to cause hazard, interference or service obstruction, Customer shall immediately eliminate the likelihood of hazard, interference or service obstruction. If Customer requests Frontier to troubleshoot difficulties caused by the equipment or software not provided by Frontier, and Frontier agrees to do so, Customer shall pay Frontier at its then current rates.
- B. Frontier reserves the right to approve/reject the make, model and or software of the Customer-provided router and modem to be used as the gateway to the Frontier network. Frontier will identify for Customer makes or models of routers and modems with which it has experience, but no such information shall be deemed a recommendation, representation or warranty with respect to such equipment.
- C. Frontier and Customer will cooperatively establish the initial configuration for the Customer-provided router's interface with the Frontier network.
- D. Customer shall permit Frontier to access the router's SNMP variables, and Customer shall, at Frontier's request, permit one or more Frontier network management systems to be the recipient of SNMP TRAP messages.
- E. Frontier may, from time to time, procure Services or facilities from an affiliate of Frontier, and in doing so, may act as an agent and not a principal for the affiliated entity with respect to the procurement and provision of the Service or facility. The Service or facility may be provided by an affiliate or vendor that is a common carrier, in which case the provision of the service or facility may be provided pursuant to terms and conditions stated in a filed federal or state tariff, which Customer agrees will govern the provision of the service or the facility.
- F. Equipment. All Equipment is warranted pursuant to the applicable manufacturer's standard warranty provisions, as outlined in the documentation packaged with the Equipment. This Schedule shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by Frontier or the third-party manufacturers. Customer agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of the Equipment will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right.

7. RETURN OF EQUIPMENT Unless otherwise agreed to by Frontier in writing, Customer shall throughout the term of this Service Term maintain the Equipment in good working order and appearance. Upon termination of the Schedule, (i) Frontier and Customer shall arrange for Equipment removal at Customer's location at a time agreed upon by both parties or (ii) Customer, at its sole expense,



shall return the Equipment, together with manufacturer's certificate of authenticity, if provided, to Frontier, or to such other location within the Continental U.S. designated by Frontier in good condition and repair excepting only reasonable wear and tear. Customer shall pack the Equipment to be so returned in accordance with the manufacturer's guidelines.

If Customer fails to return the Equipment in accordance with the preceding paragraph upon the termination of the Schedule, Customer shall be obligated to will be charged 3 times the MRC.

8. Internet Acceptable Use Policy and Security.

- A. Customer shall comply, and shall cause all Service users to comply, with Frontier's Acceptable Use Policy ("AUP"), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change: http://www.frontier.com/policies/commercial_aup/
- B. Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Failure to comply with the AUP is grounds for immediate suspension or termination of Frontier Internet Service, notwithstanding any notice requirement provisions of the FSA.
- C. Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer's systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer's accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer's or third parties' usage of Frontier Internet access through the Services or Customer's hardware or software.

8. Customer Move. Frontier agrees that in the event Customer moves from its facility located at **Insert Current Address** to another facility located in the Frontier service area during the Service Term Customer may disconnect an existing Service and order a new Service as a replacement in Customer's new location. Customer will not be assessed any applicable early termination charges for the disconnected Service so long as, the Customer pays the MRC for the moved Service until the start of Service of the replacement Service Location, plus the applicable installation charges (including but not limited to heat mapping site survey and/or design charges) for the replacement Service. Frontier and Customer will execute a replacement Schedule for a new Service Term.

9. Title Any Frontier Equipment installed at Customer's premises or location where Services or Equipment will be installed (which title has not transferred to Customer) remain the personal property of Frontier or Frontier's assignee, notwithstanding that it may be or become attached to or embedded in realty, and upon termination of this Schedule (in whole or in part), all Frontier property shall be returned to Frontier in the same condition as installed, normal wear and tear excepted. Customer will not tamper with, remove or conceal any Frontier identifying plates, tags or labels. In the event Frontier property is not returned to Frontier in accordance with this Section, Customer will be billed for and pay to Frontier an amount equal to the retail value of the Frontier property, except to the extent such failure is caused by the negligence or willful misconduct of Frontier or its agents.



Attachment 1

*Only specifically identified Equipment (Bill of Materials) and Statement of Work identified in this Attachment are included.

Paste Equipment and SOW here



Frontier Managed Firewall Schedule

This is Schedule Number _____ to the Frontier Services Agreement dated **Select Month**, 20____ (“FSA”) by and between **Insert customer name** (“Customer”) and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates (“Frontier”). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Schedule Type/Purpose: **Select**

Schedule Date: **Select Month**, 20____

Service Term (MFW): **Select**

Service Term (MFW Essential Service) **Select**

Service (Exhibit A)	NRC	MRC	
Managed Firewall Service (details in Exhibit A, Table 1)	\$	\$	
Add-on Services (details in Exhibit A, Table 2)	\$	\$	
Optional Standalone Services (details in Exhibit A, Table 2)	\$	\$	
Managed Firewall Essential Service (details in Exhibit A, Table 4)			
Total:	\$	\$	
Additional Services			
Summary (details in Exhibit B Scope of Work [e.g. Professional services, Incremental Recurring Service or additional Equipment])	NRC	MRC	Hourly Rate
Brief Description	\$	\$	\$
Brief Description	\$	\$	\$
Brief Description	\$	\$	\$
Brief Description	\$	\$	\$
Brief Description	\$	\$	\$
Brief Description	\$	\$	\$
Brief Description	\$	\$	\$
Total:	\$	\$	

1. SERVICE DESCRIPTIONS

- a. **Business Level Service Package.** The Managed Firewall Business-Level Service Package includes four Fortinet protection features of IPSec VPN that enables remote user access to corporate networks and replaces the need to purchasing and maintain separate remote application solutions, Stateful Firewall that inspects individual data packets to enforce policies, Application Control that Identifies applications and protocols to allow, restrict or deny access based upon defined policies, and Remote Worker Network Access with FortiClient VPN software.
- b. **Advanced Level Service Package.** The Managed Firewall Advanced-Level Service Package includes three additional capabilities of *Antivirus Antimalware* that protects against known threats from entering the network, Web Content Filtering that controls the content a user can view, and Intrusion Prevention that detects to prevent anomalous network traffic.
- c. **Enterprise Level Service Package.** The Managed Firewall Enterprise-Level Service Package includes all features from the Business and Advanced packages plus five additional capabilities of DNS Filtering that looks at the actual DNS resolving to ensure different IP of the sites are blocked, Cloud Sandboxing that moves threats to a containerized environment and stops threats from reaching the protected network, Botnet Protection that prevents bad actors from utilizing the protected network



- to perpetrate attacks against other parties, Content Disarm and Reconstruction that removes active content not matching to firewall policies, and Antispam that detects and filters spam traffic.
- d. This Service Schedule incorporates by reference for the Services described in 1 a. through 1 c., the complete Managed Firewall Service supplemental terms and conditions at <https://enterprise.frontier.com/MFW-Service-Agreement.pdf> as an integral part of the Schedule. In the event of any conflict solely regarding this Service, between this Schedule and Managed Firewall Service supplemental terms and conditions, precedence shall follow in that order. In the event this Schedule addresses an exception to Managed Firewall Service supplemental terms and conditions the modification shall apply exclusively to the applicable Service Schedule.
 - e. **DIA Bundled Managed Firewall Service** (“Bundled Service”). When bundled with Frontier DIA, the Managed Firewall Service includes the Network Management services, as defined in the Bundled Service supplemental terms and conditions located at https://enterprise.frontier.com/DIABundledManagedFirewall_SupplementalTerms.pdf that are incorporated by reference as an integral part of the Schedule. In the event of any conflict solely regarding this Bundled Service, between this Schedule and Bundled Service supplemental terms and conditions, precedence shall follow in that order. In the event this Schedule addresses an exception to Bundled Service supplemental terms and conditions the modification shall apply exclusively to the applicable Service Schedule.
 - f. **Managed Firewall Essential Service** (“Essential Service”). The Managed Firewall Essential Service includes the Network Management services, as defined in the Essential Service supplemental terms and conditions located at https://enterprise.frontier.com/ManagedFirewallEssential_SupplementalTerms.pdf that are incorporated by reference as an integral part of the Schedule. In the event of any conflict solely regarding this Essential Service, between this Schedule and Essential Service supplemental terms and conditions, precedence shall follow in that order. In the event this Schedule addresses an exception to Essential Service supplemental terms and conditions the modification shall apply exclusively to the applicable Service Schedule.

2. CUSTOMER OBLIGATIONS

Frontier's ability to execute is dependent upon Customer management and fulfillment of their responsibilities. Any delays due to Customer not meeting agreed responsibilities may result in additional charges, delays or the inability to deliver services. Customer responsibilities may include, but are not limited to, the following:

- a. Designate infrastructure resources to allow for installation of firewall
- b. If required, provide the infrastructure resources which allow installation of the virtual appliance(s)
- c. Provide Frontier with appropriate network access and protocols to securely reach firewall virtual appliance(s)
- d. Provide available resources to work with Frontier to properly integrate security solution into Customer's environment. This may include Customer input for baseline traffic, rules, policies, tuning and reporting
- e. Provide physical access to firewall for purposes of Hardware Maintenance Support and Hard MACD activity

3. CONTENT RESTRICTIONS

Managed Firewall is not designed, intended, authorized or warranted for use or inclusion in life support, nor in life endangering applications where failure or inaccuracy might cause death or personal injury, any such inclusion by the Customer is fully at your own risk, and Customer shall indemnify, defend and hold Frontier and its affiliates, and their respective directors, officers, employees, successors, assigns and agents, harmless from and against any and all claims, loss, damage, cost or expense (including reasonable attorneys' fees) arising from or in any way related to Customer's breach of Customer's obligation(s) hereunder or failure to provide the information and / or materials as may be reasonably required hereunder in the performance of Customer's obligations hereunder.

4. EQUIPMENT

- a. Customer acknowledges and agrees that the Equipment and Services provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors, and **all applicable licenses are subject to the manufacturer's end user license terms and conditions**. This Schedule shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by Frontier or the third-party manufacturers. Customer agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of the Equipment will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION, TITLE OR NONINFRINGEMENT OF THIRD-PARTY RIGHTS.**



5. TERM AND TERMINATION

Notwithstanding Section 2 of the FSA, if Customer does not provide Frontier with its written notice of its intent to terminate at **least ninety (90) days** prior to completion of the Service Term, the Service Term shall automatically renew for a twelve (12) month term at the then applicable twelve (12) month term rate.



EXHIBIT A – SERVICE ORDER FORM

This Frontier Managed Firewall Service Order Form applies to a Frontier Managed Firewall Schedule, executed by and between **Insert Customer Full Legal Name** and Frontier Communications of America Inc. ("Frontier").

Table 1: Managed Firewall Service							
Service Location	Service Address	Service				Charges	
						NRC	MRC
A	street, city, state, zip	Security Package Select	Firewall Select	High Availability Select	4-hour Replacement Select	\$	\$
B	street, city, state, zip	Security Package Select	Firewall Select	High Availability Select	4-hour Replacement Select	\$	\$
C	street, city, state, zip	Security Package Select	Firewall Select	High Availability Select	4-hour Replacement Select	\$	\$
D	street, city, state, zip	Security Package Select	Firewall Select	High Availability Select	4-hour Replacement Select	\$	\$
E	street, city, state, zip	Security Package Select	Firewall Select	High Availability Select	4-hour Replacement Select	\$	\$
Subtotal:						\$	\$



Table 2: Add-on Services

Service Address	Adv. 201e extender	vCollector	Transceivers						Charges	
			ADA SFP	SFP LR	SFP SR	SFP LX	SFP GC	SFP SX	NRC	MRC
	QTY	QTY	QTY	QTY	QTY	QTY	QTY			
Location (from Table 1): select									\$	\$
Location (from Table 1): select									\$	\$
Location (from Table 1): select									\$	\$
Location (from Table 1): select									\$	\$
Location (from Table 1): select									\$	\$
Professional Services									\$	
Subtotal:									\$	\$

Table 3: Optional Standalone Services

Service Address	Adv. Virtual VM01V	Continuous Vulnerability Mgmt	Additional SIEM Devices	Charges	
	QTY	QTY	QTY	NRC	MRC
Location (from Table 1): select				\$	\$
Location (from Table 1): select				\$	\$
Location (from Table 1): select				\$	\$
Location (from Table 1): select				\$	\$
Location (from Table 1): select				\$	\$



Professional Services	\$	\$
Subtotal:	\$	\$
Grand Total:	\$	\$



Table 4: Managed Firewall Essential Service

Service Location	Service Address	Service			Charges	
		NOTE: Managed Firewall Essential only supports 3-year and 5-year terms.			NRC	MRC
A	street, city, state, zip	Security Package Advanced	Firewall Select	4-hour Replacement Select	\$	\$
B	street, city, state, zip	Security Package Advanced	Firewall Select	4-hour Replacement Select	\$	\$
C	street, city, state, zip	Security Package Advanced	Firewall Select	4-hour Replacement Select	\$	\$
D	street, city, state, zip	Security Package Advanced	Firewall Select	4-hour Replacement Select	\$	\$
E	street, city, state, zip	Security Package Advanced	Firewall Select	4-hour Replacement Select	\$	\$
Subtotal:					\$	\$

EXHIBIT B - MANAGED FIREWALL INCREMENTAL AND PROFESSIONAL SERVICES SCOPE OF WORK (SOW)

1. OVERVIEW

- e. This Frontier Managed Firewall Incremental and Professional Services Scope of Work (SOW) applies to a Frontier Managed Firewall Schedule, executed by and between Customer and Frontier Communications of America Inc. ("Frontier").
- f. This Scope of Work ("SOW") outlines the services and deliverables Frontier will provide on a time and material basis.
- g. These incremental services may be billed based on a non-recurring charge with a monthly recurring charge or as a professional service on a Time and Materials (T&M) basis. In addition, this SOW outlines the roles and responsibilities of Frontier and Customer with respect to incremental and professional services, and the key dependencies upon which this SOW is based.
- h. The work described under this SOW will begin on a date mutually agreeable to Customer and Frontier. The start date will be determined following full execution of both the Schedule incorporating this SOW and the underlying Frontier Service Agreement. Any incremental services must be approved in writing by Customer in advance of being delivered.

2. T&M RATES

- a. All T&M activity is billed with a two-hour minimum service time
- b. Hourly rate billed to Customer is based on task as defined in the table below:



T&M Hourly Rate Card, 2 Hour Minimum Engagement (USD)					
T&M Service Request Timing	Onsite Technician	Remote Tier 2 Engineering	Remote Tier 3 Engineering	Remote Security Engineering	Remote Project Management
T&M Services, Normal Business Hours Monday through Friday, 8 AM to 5 PM	\$195.00	\$215.00	\$245.00	\$325.00	\$130.00
T&M Services, After Business Hours Evenings, Weekends, Holidays	\$255.00	\$280.00	\$315.00	\$425.00	\$170.00
T&M Services Expedited Change Next Day	\$325.00	\$280.00	\$310.00	\$390.00	\$260.00
T&M Services Expedited Change Same Day	\$390.00	\$345.00	\$375.00	\$455.00	\$325.00

3. CUSTOMER RESPONSIBILITIES

Customer is responsible for all elements not specifically identified in this SOW as a Frontier responsibility, including but not limited to the following:

- a. Provide a qualified SPOC responsible for communicating Customer's requests to Frontier and assume responsibility for all requests for modification.
- b. Ensure that Customer resources will be available as required by Frontier.
- c. Provide Frontier employees or representatives access, escort, suitable work space and safety training (if required by Customer).
- d. Actively and promptly assist in data-gathering and providing all information required by Frontier for scope delivery purposes.



Frontier Managed Network Services Schedule

This is Schedule Number _____ to the Frontier Services Agreement dated **Select Month** _____, 20____ (“FSA”) by and between **insert customer name** (“Customer”) and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates (“Frontier”). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Primary Service Location: _____ **Schedule Date:** **Select Month** _____, 20____
Schedule Type/Purpose: **Select** **Service Term:** **Select**

Service Summary	NRC	MRC
Managed Network Services (details in Table 1)	\$	\$
Static Block(s) (*NRC waived on Renewal; details in Table 2)	\$	\$
Special Construction	\$	\$
Total:	\$	\$

Table 1: Managed Network Services								
Service Location	Service Address, and NPA NXX:	Managed Dedicated Internet (Required)	Managed Security	Managed Wi-Fi (Indoor)	Managed Wi-Fi (Outdoor)	Managed Cellular Failover	Total NRC	Total MRC
A	street, city, state, zip, NPA NXX	Select MRC\$	Select MRC\$	Select MRC\$	Select MRC\$	Select MRC\$	\$	\$
B	street, city, state, zip, NPA NXX	Select MRC\$	Select MRC\$	Select MRC\$	Select MRC \$	Select MRC\$	\$	\$
C	street, city, state, zip, NPA NXX	Select MRC\$	Select MRC\$	Select MRC\$	Select MRC \$	Select MRC\$	\$	\$
D	street, city, state, zip, NPA NXX	Select MRC\$	Select MRC\$	Select MRC\$	Select MRC\$	Select MRC\$	\$	\$
E	street, city, state, zip, NPA NXX	Select MRC\$	Select MRC\$	Select MRC\$	Select MRC\$	Select MRC\$	\$	\$
Subtotal:							\$	\$

Table 2: IP Addresses		
Static Block (*NRC waived on Renewal)	NRC	MRC



Service Location (from Table 1): select	Select	
Service Location (from Table 1): select	Select	
Service Location (from Table 1): select	Select	
Service Location (from Table 1): select	Select	
Service Location (from Table 1): select	Select	
Subtotal:	\$	\$

1. Service Description of Managed Network Services (“MNS Solution”).

Frontier will provision a MNS solution with equipment (“MNS Solution” and “MNS Equipment,” as applicable) deployed and configured at the designated Customer Service Location that includes Managed Dedicated Internet service and Customer selected MNS service enhancements (“MNS Enhancements”) as further described below. Frontier will not be responsible for provisioning, project management, warehousing, licensing or ongoing management of any equipment not procured by Frontier. In the event this occurs, Frontier reserves the right to charge Customer for any related direct damages or incurred fees to the Frontier MNS Solution and/or MNS Equipment.

- a. **Managed Dedicated Internet** is dedicated bandwidth from the Customer Service Location through the Frontier IP network then to the public Internet which provides reliable, secure and scalable bandwidth. Managed Dedicated Internet is Frontier’s premium, fully managed Internet offering. It includes symmetrical dedicated internet service (5Mbps to 1Gbps) with the equipment needed to provide in-depth management, proactive monitoring and support. The MNS Equipment also serves as the Customer’s router and is the “hub” for all other MNS Enhancements. MNS Enhancements include Managed Security, Managed Wi-Fi and/or Managed Cellular Failover. MNS Enhancements are only available when connected to Frontier’s Managed Dedicated Internet. If Customer terminates the Managed Dedicated Internet, then Customer shall be deemed to terminate the corresponding MNS Enhancements and will be subject to early termination charges as described in section 4 of the FSA and in this Schedule. If Customer terminates any or all of the Managed Enhancements, Customer shall be subject to early termination charges as described in section 4 of the FSA and in this Schedule.

Frontier, or its vendor will provide installation services, 24/7/365 proactive monitoring and management for Customer’s MNS Solution. This includes automatic alerts and ticketing for service issues, scheduled firmware updates and one number to call for anything related to the MNS Solution and/or MNS Equipment. Customer will have read-only access to a dashboard to run reports, view high-level snapshots of Customer’s managed network and access the analytics surrounding Customer network and the MNS Equipment connected to it.

Physical termination shall conform to applicable rules and regulations with respect to Minimum point of entry (MPOE) and demarcation point. If Customer requests extensions beyond the MPOE, Frontier will provide up to one hundred fifty (150) feet of CAT 6 (new installation only; otherwise preexisting Frontier cabling will be utilized when available) cable per piece of MNS Equipment (includes hub, access points (APs) and/or Cellular Failover device). An additional charge may apply if such demarcation extension extends beyond one hundred fifty (150) feet per piece of MNS Equipment. Such additional extension(s) shall be subject to additional charges.

Ethernet technology, which is what the Frontier Managed Dedicated Internet circuits utilize, requires packets to have headers, a checksum, interframe gaps and preambles. Those components ensure that the data packets get sent to the right place and end up in the right order and each use a small amount of bytes, commonly known as “overhead.” Overhead is the gap between the subscribed bandwidth speed and usable bandwidth speed. Additionally, actual data transmission or throughput may be lower than the connection speed due to internet congestion, server or router speeds, protocol overheads, and other factors which cannot be controlled by Frontier.

b. MNS Service Enhancements to Managed Dedicated Internet.

- i. **Managed Security.** Managed Security has two levels of service with different features. Subscribed Managed Security bandwidth profile will always match the subscribed Managed Dedicated Internet bandwidth.
 - a. **Managed Security-Standard** provides Customers with entry-level Internet security. Features include stateful firewall, port forwarding, and proxy settings.
 - b. **Managed Security-Advanced** includes Managed Security-Standard features and provides Customer with additional features that include remote user VPN, UTM, Anti-Malware, IPS and web filtering.



- ii. **Managed Wi-Fi.**
 - a. Managed Wi-Fi provides fully managed, robust indoor and/or outdoor Wi-Fi coverage (not to exceed ten-thousand [10,000] square feet). A maximum of four (4) APs total in any combination of indoor or outdoor Managed Wi-Fi configuration. Actual coverage may vary from design and is limited based on varying factors including but not limited to, the number of devices deployed, distance from power source, structural impediments, and other interference factors. Customer shall not grant or permit any access or use of the MNS Solution or equipment that would negatively impact the operation of the Managed Wi-Fi, including, but not limited to, interfering with the signals generated or received by the Frontier equipment. Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer's systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer's accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer's or third parties' usage of the Frontier internet access through the Managed Wi-Fi or Customer's hardware or software.
- iii. **Managed Cellular Failover.**
 - a. Managed Cellular Failover provides Internet redundancy. This service will automatically failover the Customer's Managed Dedicated Internet access to a secondary cellular connection. Frontier Managed Cellular Failover bandwidth will be the lowest of (a) local cellular coverage; (b) subscribed Managed Dedicated Internet bandwidth speed or (c) 100Mbps. Static IP blocks will not be available during Managed Cellular Failover. Static IP addressing will be dynamic host control protocol ("DHCP") until the Managed Dedicated Internet is restored. Cellular network connectivity may be impacted by many factors, including proximity to a cell site, physical obstacles and signal interference caused by circuit components or natural disturbances that can distort communications (e.g. other radio transmissions, severe weather, topographical features, or large structures or other objects between Customer Service Location and the nearest cell site). Network capacity and architecture can also affect Managed Cellular Failover.

2. Pre-installation cancellation fees, FOC Notice and Special Construction.

a. **Pre-installation cancellation fees.** Notwithstanding any provision of the FSA: (1) If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment, Customer shall pay a processing fee of \$750 (the "Processing Fee") and (2) Frontier will provide Customer with notice (the "FOC Notice") of the project completion date (the "FOC Date") as soon as possible in light of the requested services and customer's location. If Customer cancels more than ten (10) business days after the issuance of the FOC Notice, Customer shall pay the Processing Fee and the total costs and expenditures of Frontier in connection with establishing the Service and / or providing the Equipment prior to Frontier's receipt of notice of cancellation including but not limited to any construction and engineering costs and Equipment restocking fees.

b. **Special Construction: All Services are subject to availability and Frontier Network limitations.** The rates identified in this Schedule are estimated based on standard installation costs and Services may not be available at all service locations at the rates identified. If Frontier determines, in its reasonable discretion, that the costs of provisioning Service to any service location are materially higher than normal, Frontier will notify Customer of the additional costs associated with provision of the Services and request Customer's acceptance of such costs as a condition to proceeding ("Special Construction"). Upon notification that Special Construction is required, Customer will have ten (10) business days to notify Frontier of its acceptance. If the Customer does not agree to the Special Construction within ten (10) business days, the Customer shall be deemed to have cancelled the Service Schedule without further liability. If the Customer agrees to the Special Construction, Frontier and Customer will execute a replacement Schedule. Notwithstanding the foregoing, Customer shall not be required to pay construction, engineering and Processing Fees if the cancellation is within ten (10) business days of receipt of Frontier's notification of additional special construction and engineering costs pursuant to this Service Schedule.

3. Obligations of Customer.

a. Customer is responsible to ensure appropriate processes and protocols are in place for rate shaping to the amount of throughput ordered. Customer acknowledges that failure to comply with this responsibility may negatively impact MNS Solution performance. Customer shall provide and maintain an email distribution contact list with correct telephone and email information for service escalation that indicates who to contact, at what priority level, and the precedent of the contact order, and for any service modifications. Customer shall identify points of contact with decision-making and approval authority. Customer must be present during installation and provide a Customer project manager and complete all sign-off documentation.



Customer will not use, or permit use of, the MNS Solution in a manner which is (i) illegal; or (ii) infringes the patent, copyright, trademark, confidential information or intellectual property rights of a third party; collectively "Unauthorized Use". Frontier reserves the right to immediately terminate, modify or suspend Customer's MNS Solution if it is determined by Frontier in its sole discretion that Customer has used the MNS Solution for any Unauthorized Use. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer's or third parties' Unauthorized Use.

b. Installation Service Assumptions

Customer shall be responsible for necessary preparations at Customer Service Location(s) for delivery and installation of Frontier equipment including the relocation of Customer's equipment, furniture, and furnishings as necessary to access the installation site. For installation services requiring any of the following, Customer may incur additional charges (a) additional site visits to the applicable installation site; (b) additional technician labor hours (incurred due to additional labor, administrative work, delays, excess testing/troubleshooting, or other service readiness activities); (c) work beyond the standard installation; or (d) additional material. Installation excludes all costs associated with the shipment to, or to the direction of, Customer of any materials or equipment removed by Frontier or its vendor installer from the applicable work site. Installation assumes that: (a) no work will be conducted at heights above twelve (12) feet, and (b) no special lift equipment will be required. Any such work and equipment will be invoiced to Customer as an additional expense together with any additional corresponding labor hours and will be billed separately. Installation excludes drilling or other physical changes in connection with the installation plan. Installation assumes the supply of sufficient AC power outlet within reach of the MNS "hub" installation location by the Customer at each installation site, if applicable. Frontier will supply, pre-configure, and bring to each installation site material and equipment, including required mounting kits and sufficient consumables necessary for the completion of the installation. Frontier, or its vendor, and Customer will manage and schedule the implementation dates collaboratively. Any changes or delays in the agreed-to schedule require Frontier's or its vendor's prior written approval. Customer will coordinate and confirm access to the Customer Service Location and any ancillary areas Frontier, or its vendor, will require access to in order to complete the installation. Installation assumes (a) clear cable pathway in riser space and/or in ceilings, (b) workplace has drop ceilings or open truss ceilings, (c) all cabling is placed in front of walls and no cable fishing is required, (d) cabling does not include any raceway/conduit/panduit etc. and, (e) no conduit/innerduct placement in riser space. Installation assumes the technician will not: (a) perform core drilling of ceilings/floors/firewalls and/or (b) move furniture.

If Frontier is unable to install the MNS Solution as a result of (i) Customer's failure to deliver any required materials, support or information to Frontier; (ii) Customer's failure to provide access to a Service Location; (iii) Frontier's inability to obtain access to equipment at the Service Location as necessary for installation of the Service, or (iv) Customer's equipment being inadequate to interconnect with the MNS Solution, then Customer shall pay Frontier a service charge at Frontier's then prevailing rates for each additional installation trip made by Frontier, or its third party vendor, necessary to perform the MNS Solution installation. Additionally, if cancellation of service install appointment from Customer with less than twenty-four (24) hours' notice of the scheduled installation occurs, Customer will reimburse Frontier for any related costs incurred by Frontier including but not limited to travel at normal rate and overtime labor rate expenses.

4. Equipment. Frontier retains title to all equipment provided for MNS Solution. Customer acknowledges and agrees that the MNS Solution and equipment provided by Frontier, hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors, **and all applicable licenses are subject to the manufacturer's end user license terms and conditions.** When using the MNS, Customer and each permitted user agrees and accepts Cisco's applicable terms, including the following https://www.cisco.com/c/dam/en_us/about/doing_business/legal/OfferDescriptions/meraki.pdf. Customer is responsible for complying with such terms and policies, ensuring that its granting of any rights to use its or its employees', customers' or invitees' information complies with law, and advising all such persons of the permitted access to or use of their information by third parties as may be required by law or prudent business practices. In the circumstance of a hardware failure, Frontier will coordinate a Returns Material Authorization ("RMA") with



Customer. If Frontier approves the RMA, then Frontier, or its third party vendor, will provide and coordinate delivery and re-installation of the replacement device.

Equipment is warranted pursuant to the applicable manufacturer's standard warranty provisions, as outlined in the documentation packaged with the Equipment. This Schedule shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by Frontier or the third party manufacturers. Customer agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of the Equipment will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION, TITLE OR NONINFRINGEMENT OF THIRD-PARTY RIGHTS.

5. After Hours/Holiday Labor Hours. If Customer desires coordinated turn up services ("After Hours") during non-business hours, defined below, then the After Hours services shall be provided at the rate of \$175.00 per hour. Non-business hours include: (1) weeknights between the hours of 5:00 p.m. and 7:59 a.m. local time; (2) weekends, including Saturday and/or Sunday and (3) the Frontier designated holidays (New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Juneteenth Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day).

Such After Hours services may be subject to change, based upon Frontier's reasonable determination of increases in actual costs to provide such After Hours services, determined in accordance with generally accepted commercial accounting practices, and consistent with After Hours service charges for projects comparable to the project outlined in this Schedule.

6. Internet Acceptable Use Policy and Security. Customer shall comply, and shall cause all Service users to comply, with Frontier's Acceptable Use Policy ("AUP"), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change: http://www.frontier.com/policies/commercial_aup/. Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Failure to comply with the AUP is grounds for immediate suspension or termination of Frontier Internet Service, notwithstanding any notice requirement provisions of the FSA. Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer's systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer's accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer's or third parties' usage of Frontier Internet access through Customer's hardware or software.

7. Early Termination Charges

In addition to the cancellation charges set forth in Section 4 of the FSA, if Customer fails to return the Frontier MNS Equipment received by Customer as a part of the MNS Solution, or does not allow Frontier to retrieve the Frontier MNS Equipment within fifteen (15) days after the MNS Solution is terminated or cancelled, Frontier may, at its discretion charge Customer an amount equal to: (a) Frontier's then-applicable unreturned equipment charge, or (b) the retail cost of replacement of the unreturned Frontier Equipment; plus (c) any and all costs and expenses incurred by Frontier in obtaining or attempting to regain possession of the Frontier Equipment. If applicable, Customer shall pay for the repair or replacement of any damaged Frontier MNS Equipment, except such repairs or replacements as may be necessary due to normal and ordinary wear and tear or material or workmanship defects. The proper disposition of any Frontier MNS Equipment that is not returned to, or recovered by, Frontier will be the sole responsibility of Customer, and must be in accordance with applicable laws. The foregoing Customer obligations will survive the termination of this Schedule.

8. Service Level Agreement. The Dedicated Internet Access Service Level Agreement for Dedicated Internet Access is attached hereto and incorporated herein as Exhibit 1.



EXHIBIT 1
Service Level Agreement

This **Managed Dedicated Internet Service Level Agreement (“SLA”)** applies to a Managed Network Services Schedule, executed by and between **Insert Customer Name (“Customer”)** and **Frontier Communications of America, Inc. (“Frontier”)**. The terms of this SLA apply exclusively to the Dedicated network elements directly within Frontier’s management responsibility and control (“On-Net Service”).

1. Operational Objectives

J. **Availability:** Circuit Availability is the ability to exchange data packets with the nearest Frontier Internet Point of Presence (“POP”) or Managed Dedicated Internet Customer egress port (Z location) via the ingress port (A location). “Service Outage” occurs when packet transport is unavailable or when the output signal is outside the limits of this service guarantee. Availability is measured by the number of minutes during a calendar month that the On-Net Service is operational, divided by the total minutes in that calendar month. Calculation is based on the stop-clock method beginning at the date and time of the Customer-initiated trouble ticket and ends when Frontier restores SLA-compliant circuit operation. Frontier’s On-Net Service Availability commitment and applicable Service credit are outlined in **Table 1A**, subject to Sections 3 and 4 below.

Table 1A: Managed Dedicated Internet		
Circuit Availability (CA)		MRC Service Credit
Availability	99.99%	Below 99.99% Service Credit 30% MRC

K. **Mean Time to Repair (MTTR):** MTTR is a monthly calculation of the average duration of time between Trouble Ticket initiation (in accordance with Section 2B) and Frontier’s reinstatement of the Managed Dedicated Internet Service to meet the Availability performance objective. The MTTR objectives, and credits applicable to a failure to meet such objectives, are outlined in **Table 1B**, subject to Sections 3 and 4 below.

Table 1B: Managed Dedicated Internet		
Mean Time To Repair		MRC Service Credit
MTTR	4 Hours	25 % MRC above 4 hrs 50% MRC above 6 hrs.

L. To the extent applicable, the Customer is entitled to one Service Credit per Service Outage (i.e. for either the higher of Circuit Availability credit or Mean Time to Repair credit, if applicable). If applicable, the On-Time Provisioning credit would be in addition to the Service Outage credit.

2. Service Outage Reporting Procedure.

- Q. Frontier will maintain a point-of-contact for Customer to report a Service Outage, twenty-four (24) hours a day, seven (7) days a week.
- R. When Managed Dedicated Internet Service is impacted from a Service Outage, Customer must contact Frontier’s commercial customer support center (also known as the “NOC”) at 1-(888) 637-9620 to identify the Service Outage and initiate an investigation of the cause (“Trouble Ticket”). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate Frontier departments will initiate diagnostic testing and isolation activities to determine the source. In the event of a Service Outage, Frontier and Customer will cooperate to restore the Service. If the cause of a Service Outage is a failure of Frontier’s equipment or facilities, Frontier will be responsible for the repair. If the degradation is caused by a factor outside the control of Frontier, Frontier will cooperate with Customer to conduct testing and repair activities at Customer’s cost and at Frontier’s standard technician rates.
- S. A Service Outage begins when a Trouble Ticket is initiated and ends when the affected Managed Dedicated Internet Service is Available; provided that if the Customer reports a problem with a Service but declines to allow Frontier access for testing and repair, the Service will be considered to be impaired, but will not be deemed a Service Outage subject to these terms.
- T. If Frontier dispatches a field technician to perform diagnostic troubleshooting and the failure was caused by the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; then Customer will pay Frontier for all related time and material costs at Frontier’s standard rates.

3. Credit Request and Eligibility.

- Y. In the event of a Service Outage, Customer may be entitled to a credit against the applicable Managed Dedicated Internet Service MRC if (i) Customer initiated a Trouble Ticket; (ii) the Service Outage was caused by a failure of Frontier’s equipment, facilities or personnel; (iii) the Service Outage warrants a credit based on the terms of Section 1; and (iv) Customer requests the credit within thirty (30) days of last day of the calendar month in which the Service Outage occurred.
- Z. Credits do not apply to Service Outages caused, in whole or in part, by one or more of the following: (i) the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; (ii) failure of power; (iii) the failure or malfunction of non-Frontier equipment or



systems; (iv) circumstances or causes beyond the control of Frontier or its representatives; (v) a Planned Service Interruption; (vi) Emergency Maintenance or (vii) interruptions resulting from Force Majeure events as defined in Customer's FSA. In addition, Customer will not be issued credits for a Service Outage during any period in which Frontier is not provided with access to the Service location or any Frontier network element, or while Customer is testing and/or verifying that the problem has been resolved. "Planned Service Interruption" means any Service Outage caused by scheduled maintenance, planned enhancements or upgrades to the Frontier network; provided that Frontier will endeavor to provide at least five (5) business days' notice prior to any such activity if it will impact the Services provided to Customer. "Emergency Maintenance" means maintenance which, if not performed promptly, could result in a serious degradation or loss of service over the Frontier network.

- AA. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of 50% of the MRC for the impacted Managed Dedicated Internet Service, per month. For cascading failures, only the primary or causal failure is used in determining Service Outage and associated consequences. Only one service level component metric can be used for determining Service credits. In the event of the failure of the Service to meet multiple metrics in a one-month period, the highest Service credit will apply, not the sum of multiple Service credits. For example, If Customer's Service Outage triggers both operational objectives (i.e. Circuit Availability and Mean Time to Repair), Customer will receive the highest available Service Credit, but not both.
 - BB. This SLA guarantees service performance of Frontier's Managed Dedicated Internet services only. This SLA does not cover TDM services [DS1, NxDS1, or DS3 services] or other voice or data services provided by Frontier. This SLA does not apply to services provided over third party non-partner facilities, through a carrier hotel, or over Frontier facilities which terminate through a meet point circuit with a third party non-partner carrier.
 - CC. The final determination of whether Frontier has or has not met SLA metrics will be based on Frontier's methodology for assessment of compliant performance. Service Outage credits are calculated based on the duration of the Service Outage, regardless of whether such Service Outage is the result of failure of the Service to meet one or more performance metric.
 - DD. Credit allowances, if any, will be deducted from the charges payable by Customer hereunder and will be expressly indicated on a subsequent bill to Customer. Credits provided pursuant to this SLA shall be Customer's sole remedy with regard to Service Outages.
4. **Chronic Outage:** An individual Managed Dedicated Internet Service qualifies for "Chronic Outage" status if such service fails to meet the Availability objectives, and one or more of the following: (a) a single Trouble Ticket extends for longer than 24 hours, (b) more than 3 Trouble Tickets extend for more than 8 hours, during a rolling 6 month period, or (c) 15 separate Trouble Tickets of any duration within a calendar month. If a Managed Dedicated Internet Service reaches Chronic Outage status, then Customer may terminate the affected Managed Dedicated Internet Service without penalty; provided that Customer must exercise such right within ten (10) days of the Managed Dedicated Internet Service reaching Chronic Outage status and provide a minimum of 15 days prior written notice to Frontier of the intent to exercise such termination right.



Pinellas County - Frontier
– Combined Service Schedule

EXHIBIT B – PRICING BY SERVICE

All rates are based on a 36-month term

Customer will pay the rates and charges set forth in this Exhibit B and shall also pay all applicable taxes, fees, and charges (for clarification, applicable taxes, fees, and charges are not listed in the price tables below). If Customer becomes exempt for any applicable tax, fee, surcharge or other charges in the future, and Frontier is properly notified in writing of the exemption, Frontier will not bill Customer for such applicable tax, fee, surcharge or other charge.

Frontier build pricing is structured to the existing minimum point of entry (“MPOE”) / Demarcation or Right of Way at the edge of Customer’s property; if the MPOE/Demarcation (more, specifically the required facilities) does not exist, Customer shall be responsible, at its own expense, to provide conduit into the property for cable placement. Frontier shall NOT build conduit into the property.

See attached spreadsheet entitled: “Combined Service Schedule Pricing Chart” attached hereto and incorporated herein by this reference.