FRONTIER
A Verizon Company

FRONTIER TV TERMS OF SERVICE

THESE TERMS AND CONDITIONS STATE IMPORTANT REQUIREMENTS REGARDING YOUR USE OF FRONTIER TV PROVIDED BY FRONTIER® AND YOUR RELATIONSHIP WITH FRONTIER COMMUNICATIONS AND ITS AFFILIATES PROVIDING FRONTIER TV SERVICE[1], INCLUDING THE REQUIREMENT THAT ANY DISPUTE BE RESOLVED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS RATHER THAN LAWSUITS, JURY TRIALS, OR CLASS ACTIONS, AS EXPLAINED MORE FULLY BELOW.

This Agreement sets forth the terms and conditions under which you the subscriber ("you," "your" or "Subscriber") agree to use Frontier TV (including Equipment and Programming) ("Frontier TV Service" or "Service") and under which Frontier affiliates ("Frontier," "us " or "we") agree to provide Service to you. Services may be provided directly by Frontier or through resale, agent, or other arrangements Frontier has made with third parties and where provided by third parties are subject to your acceptance of third party terms, including third party terms and policies related to the use of your information. References to "Frontier," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of Frontier TV Service under this or prior agreements between us or our predecessors in interest.

THIS IS A CONTRACT. PLEASE READ THESE TERMS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AND OURS.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICE AND CONTACT US IMMEDIATELY TO TERMINATE IT.

1. ACCEPTANCE OF AGREEMENT; AGREEMENT TERMS GENERALLY INCLUDED.

This Agreement starts when you accept it. By accepting this Agreement, you and any other users of Frontier TV Service within your Premises are bound by its conditions. Your acceptance of this Agreement occurs upon the earlier of your use of or payment for the Service. This Agreement will end when you or we terminate this Agreement as

[1] The Frontier Communications affiliates providing Frontier TV Service presently include Frontier North Inc., Frontier California Inc., Frontier Southwest Inc., Frontier Florida LLC, Frontier Communications of the Carolinas LLC, Frontier Communications of Minnesota, The Southern New England Telephone Company and may be expanded to include other Frontier Communications affiliates.

permitted below. This Agreement includes the terms and conditions set forth below, plus the specific elements of your Bundled Services plan, including the plan's pricing, duration and any applicable Early Termination Fee ("ETF"), all as described in the information made available to you when placing and confirming your order, our Privacy Policy, and the other policies and materials specifically referred to in this Agreement, all of which are incorporated into this Agreement by reference. Please retain a copy of this Agreement for your records.

2. DEFINITIONS.

The term "Service" means Frontier TV, depending on the geographic area in which the Frontier TV Service is provided by Frontier, including, without limitation, all Programming, Equipment, media or program guides, software, technical support, and other features, products and services provided as part of and included with our television service, including On Demand services described in Exhibit A ("the On Demand Services"). The Service does not include voice or telephony services or Frontier dial-up or, fiber-based or DSL-based Internet services. The term "Equipment" means equipment provided by Frontier (or previously by Verizon in Florida, Indiana, Texas, California, or AT&T in Connecticut) to you for use with the Service and shall include, without limitation, the Set Top Box ("STB"), digital video recorder ("DVR"), video media server, peripheral devices or routers along with any software contained in or downloaded to the Equipment as part of the Service, as well as any remote controls or other devices or components provided by Frontier to you for use with the Service. The term "Equipment" does not include "Other Devices" which means any router or other device that you purchase from Frontier or a third party or any Equipment that has been designated as "Retired." The term "Premises" refers to the physical location at which the Service has been installed. "Programming" means content provided by Frontier or its third party licensors, providers or suppliers and provided as part of and included with the Service, including, without limitation, images, photographs, animations, video programming, information services, audio, music, and text, irrespective of the manner or format in which such content is delivered. The term "Bundled Services" means a combination or "bundle" of Frontier TV with one or more eligible Frontier services, including but not limited to the service provided by Frontier that allows you to access the Internet (including Frontier dial-up, fiber-based or DSL-based Internet services) or Frontier telephony or voice services.

3. SERVICE CHANGES.

Subject to applicable law, we reserve the right to change, re-arrange, add, delete or

otherwise modify the Service at any time, with or without prior notice or liability, refunds or credits to you, including changing, rearranging or otherwise modifying our Programming packages, the channels and selections available in those packages, the Equipment, any Other Devices and any other features, products and services that we offer. Frontier or its suppliers, including Programming providers, may, without notice or liability, refunds or credits to you, restrict the use of any Services or limit time of availability in order to perform maintenance activities or to maintain security.

4. USE OF THE SERVICE.

You agree to use the Service only for your private non-commercial use and enjoyment. Unless otherwise specifically authorized by us in writing, the Programming distributed via the Service may not be viewed or otherwise displayed in areas open to the public, including, without limitation, commercial establishments. You may not rebroadcast or transmit the Programming or charge admission for its viewing. You may not take any actions to alter or avoid any security or access controls or restrictions associated with the Service or Equipment.

You are responsible for all use of the Service, including the purchasing of any content or On Demand Services, whether by you or someone using the Service with or without your permission. You agree not to use the Service, directly or indirectly, for any unlawful purpose, including without limitation, violation of the copyright laws through the use, production, copying, rebroadcast or redistribution of any Programming distributed as part of the Service or recorded utilizing equipment containing digital video recording devices. You further agree that your use of the Service is your sole responsibility, at your own risk, and subject to all applicable local, state, and federal laws and regulations. We in our sole discretion, or any Programming provider, may pursue or seek to prosecute you and other responsible parties under applicable federal, state and local laws in the event that the Service is used for an unlawful purpose. As described in more detail in Section 13 below, you agree to indemnify us in the event of any such violation by you or anyone using the Service at the Premises.

You understand and agree that not all Programming, including certain content or On Demand Services, may be suitable for all viewers, and users of the Service may have access to Programming that may be sexually explicit, obscene, offensive, or otherwise unsuitable or objectionable, especially for children under the age of eighteen (18). You further understand and agree that it is your responsibility to impose any viewing restrictions you determine are appropriate to limit viewing and access to potentially objectionable material, and you agree to supervise usage of the Service at your

Premises. YOU AGREE THAT WE ARE NOT RESPONSIBLE TO YOU OR ANYONE ELSE VIEWING PROGRAMMING OR INFORMATION PROVIDED ON, OR ACCESSED THROUGH, THE SERVICE FOR ANY CONTENT THAT YOU OR OTHERS MAY DEEM TO BE OBJECTIONABLE FOR ANY REASON AND YOU WAIVE ANY CLAIMS AGAINST US FOR ANY INJURY OR HARM RELATING TO SUCH CONTENT OR THE VIEWING OF PROGRAMMING. YOU FURTHER UNDERSTAND AND AGREE THAT WE ARE NOT RESPONSIBLE FOR THE INFORMATION OR MATERIALS ACCESSIBLE VIA THE INTERNET THROUGH USE OF THE SERVICE. IN ADDITION, YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ANY PURCHASES OR OTHER TRANSACTIONS MADE THROUGH, USING, OR IN CONNECTION WITH THE SERVICE.

You may need to set up one or more accounts (“Frontier Account” or “Account”) in order to purchase or use products and Services. You are responsible for ensuring that any information you provide us in connection with your Frontier services, including contact information and billing information, is accurate and remains current. You are responsible for any activity that occurs on or through your Frontier Accounts. We do not guarantee the security of your Accounts, and you are responsible to ensure that your credentials for accessing or using your Accounts, such as your passwords, personal identification numbers, social security number, or other personal information are secure. If you learn of any unauthorized use of any Frontier Account for any Frontier Service, please contact us immediately.

5. SOFTWARE LICENSES AND THIRD PARTY SERVICES.

a. We may provide you, for a fee or at no charge, software for use in connection with the Service which is owned by us or our third party licensors, providers and suppliers ("Software"). We reserve the right periodically to update, upgrade or change the Software remotely or otherwise and to make related changes to the settings and Software or the Equipment or any Other Devices, and you agree to permit such changes and access the Equipment, and any Other Devices. You may use the Software only in connection with the Service and for no other purpose.

b. Certain Software may be accompanied by an end user license agreement ("EULA") from us or a third party. Your use of the Software is governed by the terms of that EULA and by this Agreement, where applicable. You may not install or use any Software that is accompanied by or includes a EULA unless you first agree to the terms of the EULA.

c. For Software not accompanied by a EULA, you are hereby granted a revocable, nonexclusive, non- transferable license by us or our third party licensor(s) to use the Software (and any corrections, updates and upgrades thereto). You may not make any copies of the Software. You agree that the Software is confidential information of Frontier or its third party licensors and that you will not disclose or use the Software except as expressly permitted herein. The Software contains copyrighted material, trade secrets, patents, and proprietary information owned by us or our third party licensors. You may not de-compile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Software, otherwise reduce the Software to a human readable form, modify, rent, lease, loan, use for timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Software, or otherwise transfer the Software to any third party. You may not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols, or labels appearing on or in copies of the Software. You are not granted any title or rights of ownership in the Software. You acknowledge that this license is not a sale of intellectual property and that we or our third party licensors continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret, and moral rights, to the Software and related documentation, as well as any corrections, updates and upgrades to it. You agree not to contest the use, ownership or any invalidity of the rights of Frontier and/or third party licensor(s) in and to the Software. Any and all goodwill arising from or in connection with the use of any trademark or trade name in and to the Software inure to the benefit of Frontier and/or its third party licensor, as appropriate. The Software may be used in the United States only, and any export of the Software is strictly prohibited.

d. Your license to use the Software will remain in effect until terminated by Frontier or its third party licensors, or until your Service is terminated. Upon termination of your Service, you must cease all use of and immediately delete the Software from any Equipment or Other Devices not returned to us.

e. If you subscribe to or otherwise use any third-party services offered by Frontier, your use of such services is subject to the EULA of that third-party provider. Violation of those terms may, in our sole discretion, result in the termination of your Service.

6. AUTHORIZED USER; PREMISES; REFUSAL OF SERVICE.

a. You acknowledge that you are eighteen (18) years of age or older, and that you have the legal authority to enter into this Agreement. You agree to notify us immediately whenever your personal or billing information changes (including, for example, your name, address, credit card and telephone number).

b. You agree to allow us and our representatives the right, at reasonable times, to enter the Premises for the purpose of installing, maintaining, servicing, inspecting, upgrading and/or removing the Service (including any Equipment and, subject to and limited by any applicable limited warranty, laws, and/or policies, Other Devices). You understand and agree that Frontier may drill, cut, and otherwise alter improvements on the Premises (including walls, flooring, and/or other surfaces) in order to install, maintain, or repair the Service. If you do not own your premises or your unit is part of a multi-tenant environment (e.g., apartment building, condominium, private subdivision), you warrant that you have obtained permission from any necessary party, including but not limited to the owner, landlord, or building manager, to allow Frontier and its subcontractors reasonable access to install, maintain, and repair the Service and to make any alterations Frontier deems appropriate for the work to be performed.

c. You acknowledge and agree that you will be responsible for payment of charges for visits by Frontier or its subcontractors to your Premises when a service request results from causes not attributable to Frontier or its subcontractors, including, but not limited to, when you are unwilling to complete troubleshooting steps requested by Frontier.

d. We reserve the right, in our sole discretion, to refuse to provide the Service to you for any reason at any time, consistent with law.

e. You acknowledge that the Service is subject to U.S. export control laws and regulations. You represent that you are not a citizen of an embargoed country or prohibited end user under applicable U.S. export and anti-terrorism laws, regulations and lists. You will not use, export or allow a third party to use or export the Service in any manner that would violate applicable law, including but not limited to applicable export control laws and regulations. You further agree to comply with U.S. export laws concerning the transmission of technical data and other regulated materials, including the export of any provided equipment, via the Service.

7. PERSONAL DATA AND PRIVACY POLICY.

Frontier collects information about how you use our products and services along with information collected by or about your devices and equipment. This information may include the websites you visit, information about the devices you use in connection with our services, your bandwidth usage, and your TV and other video viewership, including movie rental and purchase data. Frontier uses your information, together with the information from testing and running our network, to support our services and to improve your experiences. For more information regarding how we collect, use, or share your information as well as your privacy choices and controls, see Frontier's Privacy Policy.

Frontier will treat your information provided to us in accordance with our current Privacy Policy, which is subject to change. A copy of the Privacy Policy is available at frontier.com/policies.

8. CONVERSION FROM DSL-BASED SERVICE TO FIBER-BASED SERVICE.

Service is available on a limited basis based on your service address. Frontier FiberOptic uses special fiber optic transmission facilities provided by Frontier. When Frontier is able to provision Service utilizing fiber optic technologies, Frontier may in its discretion terminate your DSL-Based Service and cease offering DSL-Based Service to your location. In such case, Frontier will offer you Frontier FiberOptic Service at the then applicable rates and terms, which may differ from your previous DSL-Based Service rates and terms. As your sole and exclusive remedy, you may terminate your Service without further obligation.

9. CHANGES TO THIS AGREEMENT.

The current version of the terms of this Agreement shall be available on frontier.com/terms. From time to time, we may make revisions to this Agreement and to the policies relating to the Service, Equipment and Other Devices, including revisions to the provisions that govern the way that you and Frontier resolve disputes. Notification of changes to this Agreement will be provided to you as outlined in Section 14 below. Revisions to this Agreement shall be effective the date it is posted at Frontier.com/terms unless another date is specified in the notice. Unless we provide otherwise, you accept the revisions and agree to abide by them by continuing to use the Service after the revisions are effective.

10. EQUIPMENT; MAINTENANCE AND OWNERSHIP OF EQUIPMENT.

a. We do not guarantee that the Service will work correctly if you use equipment

to access the Service other than the Equipment authorized by Frontier for use in connection with the Service. We have no responsibility for the operation or support, maintenance or repair of any third-party Other Devices, Other Devices that have been designated as Retired, software or services that you choose to use in connection with the Service or with the Equipment or Other Devices provided by us. We assume no responsibility for the operation of the Service if equipment other than the Equipment authorized by us for use in connection with the Service are used to access the Service.

b. You acknowledge and agree that, at all times ownership of the Equipment shall remain with Frontier and that this Agreement allows you to use Equipment only in connection with your receipt and use of the Service. We may, at our option, supply new or reconditioned Equipment to you.

c. You will be financially responsible for the repair or replacement of damaged Equipment or Retired Equipment, as necessary. You also agree that Frontier may assess a maintenance fee or other charge to administer, repair or maintain the Equipment, including Equipment that has been designated as Retired and that neither will be serviced by anyone other than our employees or our designated agents or representatives. You further agree not to tamper with or otherwise harm the Equipment, and that you will not copy, modify, reverse compile or reverse engineer any Equipment, software or firmware provided by Frontier in connection with the Service. Upon termination of the Service or if the occupancy or ownership of your Premises changes, you are responsible for returning the Equipment to us in an undamaged condition, subject only to reasonable wear and tear. Failure to return any Equipment owned by us, or returning Equipment in a damaged condition (subject only to reasonable wear and tear) will result in the imposition of an Equipment fee that may be substantial. Frontier reserves the right to advise the customer if the equipment should be otherwise disposed of in conjunction with EPA guidelines.

d. In the event that the Equipment owned by Frontier is stolen, you are required to provide us with a copy of the police report to verify that the Equipment was reported stolen. If no report is produced, then you will be held financially responsible for the stolen Equipment.

e. You may be required to pay certain Equipment-related fees, such as restocking fees and/or exchange fees.

11. TERMINATION OF SERVICE; TERMINATION FEES.

a. You or Frontier may terminate the Service at any time and for any reason. You may terminate the Service by giving written notice to the address provided in the Notice section (Section 14) below or by contacting a Frontier Contact Center at the telephone number identified on your Frontier bill. Termination of other Frontier services, including the porting of your telephone service, may not terminate Frontier TV Service. You may be required to separately notify Frontier that you are terminating Frontier TV Service and the termination date for your other services may be different than the termination date for your Frontier TV Service. Unless otherwise required by applicable law, termination may be effective on the last day of your Frontier billing cycle for the applicable Service, and you are responsible for all charges incurred through the date of termination. Installation, setup, dispatch, repair or fees billed or paid at the initiation of or during the term of Your Service, if any, are not refundable. Termination by us will be effective as provided in our notice to you. Upon termination for any reason, you will be responsible for payment of all outstanding account balances and fees accrued through the date of termination. If a termination is a result of violation by you of the terms of this Agreement, you may also be liable to pay the applicable disconnection or ETF charge.

b. To the extent permitted by applicable law, your exclusive remedy for a violation of this Agreement by Frontier or any other breach by Frontier or dispute by you related to the provision of Service is (i) termination of Service by you, and/or (ii) a credit or refund of the charges you paid after providing notice to Frontier of the alleged breach or any other dispute, but not to exceed charges for ninety (90) days. If you fail to provide Frontier with notice and a reasonable opportunity to cure, to the extent permitted by applicable law, termination of service by you is your exclusive remedy for any breach by Frontier.

c. Following a termination or suspension of Service, we may, at our sole discretion, refuse to accept your subsequent request for Service. If your Service is terminated for any reason, you may be required to pay a reconnection fee or additional deposit before Services is reactivated.

d. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, IF YOU HAVE CHOSEN TO SUBSCRIBE TO A BUNDLED SERVICES PLAN WITH A MINIMUM TERM COMMITMENT, IF ANY OF THE BUNDLE SERVICES ARE TERMINATED BY YOU OR BY US AS A RESULT OF VIOLATION BY YOU OF THIS

AGREEMENT BEFORE COMPLETING YOUR MINIMUM TERM, THEN YOU AGREE TO PAY FRONTIER THE EARLY TERMINATION FEE ASSOCIATED WITH THE BUNDLED SERVICES PLAN YOU HAVE CHOSEN.

12. PRICING AND PAYMENT.

In consideration for your receipt of the Service and use of any Equipment or Other Devices if applicable, you agree to pay us as follows:

a. Service Fees. Billing for the Service will begin automatically upon installation of the Service and continue until the Service is terminated by you or by us in accordance with this Agreement. Frontier may, in its sole discretion, change or modify the rates you are charged for Services, Programming, Equipment or Other Devices (if applicable) at any time. Equipment and Other Devices are priced separately from the Service and are not subject to promotional pricing or term agreement commitments. Regular Service and Equipment charges are billed each month in advance. Your first bill for Services may include pro-rated charges for a partial month period prior to the beginning of your first full monthly billing cycle. You agree to pay us in advance, at our rates in effect at the time, through all periods until the Service is terminated. Other transactional charges, such as for the On Demand Services, are billed after the applicable service or feature has been ordered or provided to you. Frontier may, in its sole discretion, retroactively bill you for Services, On Demand Services, Programming Equipment, Other Devices (if applicable), taxes and other fees and charges if it determines the prior billing was missed, incomplete or incorrect. You may also be required, based on your ordering and payment history, to provide pre-invoice payment by credit card or such other payment method as we may designate for transactional services such as the On Demand Services. You agree to pay all applicable charges for the Service and Equipment by the due date set forth in your monthly invoice. Rates for the Service and other charges may be changed by us at any time, subject to prior notice as required by applicable law. If we provide you with notice, it will be provided as set forth in Section 14 below. Your invoice may also contain certain other charges (including, without limitation, taxes and other fees and charges such as franchise related fees, public education government fees, account activation and installation charges, technician service charges, and Frontier-initiated surcharges and fees, including regional sports network (RSN) fees, broadcast fees, administrative or reactivation fees, customized setup fees, programming cost increases or other

cost recovery assessments, interest on past due balances, returned payment fees, ETFs, Equipment, Retired Equipment and Other Device charges and fees and other nonrecurring or recurring charges) and you agree to pay such other charges by the due date set forth in your monthly invoice. You will be responsible for payment of technician service charges for visits by Frontier or its subcontractors to your premises when a service request results from causes not attributable to Frontier. Frontier may change the amount of or basis for determining any fee or charge or institute a new fee or charge. The waiver of any fees or charges is at our discretion. If you cancel any component of a Bundled Services plan, the monthly charges for the remaining services on your account will convert to the applicable existing non-discounted monthly service rate.

A monthly fee may apply if you choose to receive a paper bill. You can receive a discount for this fee by enrolling in Frontier's Paperless Billing program. If you enroll in Frontier's Paperless Billing program, you agree to view and pay your bill electronically each month and to promptly update your e-mail address with Frontier if it changes. You will no longer receive a paper bill. Instead, each month you will receive an e-mail notifying you that your bill is available online for viewing and payment. You must continue to pay your paper bill until you receive your first e-mail notification that your bill is available online. If your electronic payment is rejected for any reason, Frontier may charge a return item fee (where permissible), cancel your enrollment in the Paperless Billing program and resume sending you paper bills.

b. Bundled Services and Term Arrangements. Frontier may provide discounted arrangements, including gifts or promotions, to customers who purchase multiple eligible services at the same time ("Bundled Services") or commit to a minimum time-period term contract arrangement ("Term Arrangements"). If you subscribe to a Bundled Services plan with a term commitment, you agree to maintain such Bundled Services for the minimum term of that plan. You understand and agree that you must continue to purchase all Bundled Services, without change, for the minimum term agreed upon to receive any promotional offer, discounted rates, gifts or other incentives. You agree to keep the Bundled Services during this initial term. You agree that if you change or discontinue any part of a Bundled Services plan, you may lose all promotional pricing, discounted rates, gifts or other incentives associated with the Bundled Services plan, that the price for each Bundled Service may increase, and that any changes will

constitute a failure to fulfill the minimum term agreed upon to receive the promotional rate, discount, gift or other incentive. If applicable, the term commitment will automatically renew for the same time period at then applicable rates each time it expires unless you notify Frontier or we notify you of termination before the term commitment period ends. At the end of your term commitment, promotional and other discounts may no longer apply and different Service, Equipment and Other Devices charges may apply going forward.

Unless otherwise specified in a Term Arrangement, Services are provided on a month-to-month basis, at our then-current monthly pricing. Unless otherwise prohibited by law, Frontier may, in its sole discretion, cancel your month-to-month Services at any time by giving you thirty (30) days' notice. Frontier's right to cancel your month-to-month Services shall apply regardless of promotional pricing, discounted rates, or other incentives.

c. Third-Party Charges. You acknowledge and agree that you may incur charges with third parties that are separate and apart from the Service fees charged by us. These may include charges resulting from accessing on-line services or purchasing products and services through interactive options available through the Service. You are solely responsible for all charges payable to third parties, including all applicable taxes. In addition, you are solely responsible for protecting the security of credit card and other personal information provided to others in connection with such transactions.

d. Late Payment and Fees. Payment in full is due no later than the due date indicated on your bill. If we do not receive your full and complete payment by the due date, as permitted by applicable law, we may immediately suspend or terminate your Service and charge you a late fee on the unpaid balance. **We may report information about your Service account, including unpaid balances, to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.** We may also charge you a reactivation fee or decline to reinstate Service if Service is suspended or terminated. In the event we utilize a collection agency or resort to legal action to recover an unpaid balance, you agree to reimburse us for all expenses incurred to recover such unpaid balance, including reasonable attorneys' fees and costs. You expressly authorize, and specifically consent to allowing, Frontier and/or its outside collection agencies, outside counsel, or other agents to contact you in

connection with any and all matters relating to unpaid past due charges billed by Frontier to you. You agree that, for attempts to collect unpaid past due charges, such contact may be made to any mailing address, telephone number, cellular phone number, email address, or any other electronic address that you have provided, or may in the future provide, to Frontier.

e. Customer Deposits. We may require that you provide us with a refundable deposit ("Customer Deposit") prior to or upon the activation or reactivation of the Service. We may also require an additional Customer Deposit after activation of the Service if you fail to pay any amounts when due hereunder or seek to upgrade your Service. We may apply Customer Deposit against any unpaid amounts at any time. Following termination of Service, we shall return a sum equal to the Customer Deposit, without interest unless otherwise required by law, minus any amounts due on your account including, without limitation, any amounts owed to us for unreturned or damaged Equipment.

f. Questions About Your Monthly Invoice. Subject to applicable law, if you intend to dispute a charge on your bill, you must contact us within 60 days of the date you receive the bill in question. **UNDISPUTED PORTIONS OF YOUR BILLING STATEMENT MUST BE PAID BY THE DUE DATE TO AVOID A LATE FEE AND POSSIBLE SUSPENSION OR TERMINATION OF THE SERVICE.**

g. Payments. Except as otherwise permitted under applicable law, you agree that you will pay your bill by check, credit or debit card, electronic funds transfer payments or such other payment method as we may designate. If you have authorized payment by credit or debit card or by debiting a bank account, no additional notice or consent is required before we invoice the credit or debit card or debit the bank account for all amounts due to us for any reason. You agree Frontier may charge you a convenience fee associated with a customer service representative processing your payment. You may enroll in Frontier Online Bill Pay service to pay your bill. If you do not enroll in Frontier Online Bill Pay service, you may be subject to additional fees and charges, and Frontier may remove any related discount. Online bill pay service is subject to Frontier's Online Bill Pay Terms & Conditions. The outstanding balance is due in full each month. If any bank or other financial institution refuses to honor any payment, draft or instrument submitted for payment to your account, we may charge you a fee in accordance with applicable law. Based on your election and subject to our approval, Frontier or its agent will bill you directly, or bill your charge card or

local Frontier telephone bill (where available). **IF YOU ELECT TO BE BILLED ON YOUR FRONTIER TELEPHONE BILL, BY USING THE SERVICES YOU AGREE TO HAVE ALL SERVICE CHARGES INCLUDED ON YOUR TELEPHONE BILL. IF YOU SUBSCRIBE TO BUNDLED SERVICES PLAN, THEN ALL OF THE BUNDLED SERVICES MUST BE BILLED ON YOUR FRONTIER TELEPHONE BILL.**

h. Consents Regarding Credit. We may evaluate your credit history before modifying or providing you Service. In order to establish an account with us and/or obtain or modify the Service, you hereby authorize us to obtain a report from a consumer credit agency and to exchange information with others in connection with determining your creditworthiness. If you are delinquent in any payment to us, you also authorize us to report any late payment or nonpayment to consumer credit reporting agencies.

i. Special Arrangements. Some customers may receive the Services through a special arrangement with their property owner, property manager or association. If you have such an arrangement, this Agreement shall apply to the Services, except that Frontier may not directly charge you for the Services (including Equipment) provided to you as part of the special arrangement. You will be responsible for fees and charges associated with additional Service orders. You may also have an additional agreement or contract with your property owner, property manager or association that covers any special arrangement. Any such additional agreement or contract is outside the terms of this Agreement and Frontier is not responsible for nor bound by the terms of any agreement you may have with your property owner, property manager or association.

j. Refunds. You authorize Frontier to use outside payment processing agencies or other companies for purposes of paying any refund owed to you. You agree that we or the outside payment processing agency or other company that is responsible for your refund may determine in our or, if applicable, their sole and absolute discretion the form of any refund that we issue to you under this Agreement, and such form may include a credit on your next statement, a check, or a prepaid debit card.

13. WARRANTIES AND LIMITATION OF LIABILITY.

a. Service Limitation and Interruptions. Some Programming may not be available in certain areas due to legal, regulatory, and contractual prohibitions, including

restrictions of the Federal Communications Commission, sports blackouts or Programming expiration, termination or discontinuation. In addition, the Service may be interrupted from time to time for a variety of reasons, and Frontier does not represent or warrant that the Service or the Equipment, or any Other Devices, will be available or perform in a manner that meets your needs. You acknowledge and understand that the Services will not function in the event of a network interruption. Frontier will not be liable for any inconvenience, loss, liability or damage resulting from any preemption, loss, blackout, expiration, termination or discontinuation of Programming or content availability or interruption of the Service, directly or indirectly caused by Frontier, you or third parties or resulting from any circumstances, including, but not limited to, causes attributable to you or your property, inability to obtain access to the Premises, failure of a communications satellite or our network, inability to access or interruptions in accessing Programming, loss of use of poles or other utility facilities, strike, labor dispute, riot or insurrection, war, explosion, act of terrorism, malicious mischief, fire, flood or other acts of God, failure or reduction of power, or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the Service. Frontier reserves the right to refuse refunds, offsets and credit allowances for interruptions of Service. Frontier also reserves the right to modify, discontinue or terminate the Service (including monthly rates and other charges) and any function or feature of Service, for any reason and either temporarily or permanently without liability. This may include modifying or replacing the cable, network configuration or equipment used to provide you with Service and may include discontinuing or terminating Your Service entirely. The right to modify, discontinue or terminate the Service also includes the right to not repair the cable, network configuration or equipment used to provide you with Service.

b. **YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE SUPPLIED HEREUNDER IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITH ALL FAULTS. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT AND AS OTHERWISE SPECIFICALLY SET FORTH IN ANY MANUFACTURER WARRANTY FOR ANY EQUIPMENT PROVIDED BY FRONTIER (BUT ONLY IF SUCH WARRANTY IS INCLUDED WITH SUCH EQUIPMENT), FRONTIER (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AND AFFILIATES) (COLLECTIVELY THE "FRONTIER PARTIES"), ITS THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS, DISCLAIM ANY**

AND ALL WARRANTIES AND CONDITIONS FOR THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, NON-INTERFERENCE, TITLE, COMPATIBILITY OF COMPUTER SYSTEMS, COMPATIBILITY OF SOFTWARE PROGRAMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. ALSO, THERE IS NO WARRANTY OF WORKMANLIKE EFFORT OR LACK OF NEGLIGENCE. NO ADVICE OR INFORMATION GIVEN BY FRONTIER OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY WITH RESPECT TO ADVICE PROVIDED.

c. FRONTIER DOES NOT WARRANT OR GUARANTEE THAT SERVICE CAN BE PROVIDED OR PROVISIONED TO YOUR LOCATION, OR THAT PROVISIONING WILL OCCUR ACCORDING TO A SPECIFIED SCHEDULE, EVEN IF FRONTIER HAS ACCEPTED YOUR ORDER FOR SERVICE. THE PROVISIONING OF SERVICE IS SUBJECT TO NETWORK AVAILABILITY, CIRCUIT AVAILABILITY, LOOP LENGTH, THE CONDITION OF THE CABLES AND OTHER FACILITIES CONNECTING TO YOUR LOCATION, YOUR LINE AND WIRING TO AND INSIDE YOUR LOCATION, AMONG OTHER FACTORS. IN THE EVENT SERVICE IS NOT PROVISIONED FOR ANY REASON, FRONTIER SHALL NOT HAVE ANY DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT.

d. FRONTIER DOES NOT WARRANT THAT THE SERVICE OR EQUIPMENT PROVIDED BY FRONTIER WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, WITHOUT LATENCY, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR CONDITIONS, OR THE LIKE. FRONTIER SHALL NOT BE LIABLE FOR LOSS OF YOUR ON DEMAND SERVICES, PROGRAMMING, INFORMATION DATA, OR IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF YOUR EQUIPMENT, RENDER THE SAME INACCESSIBLE, OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE.

e. IN NO EVENT SHALL THE FRONTIER PARTIES OR FRONTIER'S THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS BE LIABLE FOR: (A) ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF REVENUE,

LOSS OF PROGRAMS OR INFORMATION OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE SERVICE, OR RELIANCE ON OR PERFORMANCE OF THE SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF FRONTIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY.

f. **THE LIABILITY OF THE FRONTIER PARTIES, OR (SUBJECT TO ANY DIFFERENT LIMITATIONS OF LIABILITY IN THIRD PARTY END USER LICENSE OR OTHER AGREEMENTS) OUR THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS, FOR ALL CATEGORIES OF DAMAGES SHALL NOT EXCEED A PRO RATA CREDIT FOR THE MONTHLY FEES (EXCLUDING ALL NONRECURRING CHARGES, REGULATORY FEES, SURCHARGES, FEES AND TAXES) YOU HAVE PAID TO FRONTIER FOR THE SERVICE DURING THE NINETY (90) DAY PERIOD PRIOR TO WHEN SUCH CLAIM AROSE, WHICH SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY REGARDLESS OF THE TYPE OF CLAIM OR NATURE OF THE CAUSE OF ACTION. THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULL EXTENT PERMITTED BY LAW, AND ARE NOT INTENDED TO ASSERT ANY LIMITATIONS OR DEFENSES WHICH ARE PROHIBITED BY LAW.**

g. **ALL LIMITATIONS AND DISCLAIMERS STATED IN THIS SECTION 12 ALSO APPLY TO FRONTIER'S THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS, AS THIRD PARTY BENEFICIARIES OF THIS AGREEMENT.**

h. **THE REMEDIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS (SUCH AS CONSUMER LAWS), WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, OUR EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.**

14. INDEMNIFICATION.

You agree to defend, indemnify and hold harmless the Frontier Parties from and against all liabilities, costs and expenses, including reasonable attorneys' and experts' fees, related to or arising from your use of the Service (or the use of your Service by anyone else), (a) in violation of applicable laws, regulations or this Agreement; (b) in any

manner that harms any person or results in the personal injury or death of any person or in damage to or loss of any tangible or intangible (including data) property; or (d) claims for infringement of any intellectual property rights arising from or in connection with use of the Service.

15. NOTICES.

a. Unless otherwise specified in this Agreement, notices to you may be made via email, regular mail, posting online at Frontier.com/terms, recorded announcements, or messages, bill message, bill insert, newspaper ad, postcard, letter or call to your billed telephone number or any other landline or wireless telephone number you have provided to Frontier. In addition, Frontier may also provide notices or changes to these terms or other matters by displaying notices on your TV, including the Message Center located in the interactive media guide. It is your responsibility to check for such notices. If you send us an email, you agree that the User ID and/oralias contained in the email is legally sufficient to verify you as the sender and the authenticity of the communication.

b. Unless otherwise specified in this Agreement, notices to you may be made via email, regular mail, posting online at Frontier.com/terms, recorded announcements, or messages, bill message, bill insert, newspaper ad, postcard, letter, text or call to your billed telephone number or any other landline or wireless telephone number you have provided to Frontier. It is your responsibility to provide us with current email, phone number and address and other contact information, and to check for such notices regularly. If you send us an email, you agree that the User ID and/or alias contained in the email is legally sufficient to verify you as the sender and the authenticity of the communication. Bill messages and inserts are one way we share information with you. If you have online billing, you are deemed to have received those notices when your online bill is available for viewing. If you get a paper bill, you are deemed to have received those notices three days after we mail the bill to you.

   Notices required under this Agreement by you must be provided to Frontier at:

   ATTENTION: CONSUMER RELATIONS
   Frontier Communications
   P.O. Box 5156 Tampa, FL 33675

   With a copy to:

Frontier Communications Legal Department
1919 McKinney Ave., Dallas, TX 75201

Notice by you to Frontier shall be deemed given upon receipt by Frontier.

16. OFFERS OF JUDGMENT

Unless prohibited by applicable law, in any legal proceeding between you and Frontier (whether in court or arbitration), at least 10 days before the trial or arbitration hearing, any party may serve an offer in writing upon the other party to allow judgment on specified terms. If the offer is accepted, the offer with proof of acceptance will be submitted to the tribunal, which shall enter judgment accordingly. If the offer is not accepted before the trial or arbitration hearing or within 30 days after it is made, whichever occurs first, the offer shall be deemed withdrawn and cannot be submitted in evidence. If an offer made by one party is not accepted, and the other party fails to obtain a more favorable judgment or award (as measured by the standards of Federal Rule of Civil Procedure 68), the other party shall not recover their post-offer costs or attorneys' fees and shall pay the offering party's costs and attorneys' fees incurred after the date of the offer. However, your individual obligation to pay costs and attorneys' fees is capped at the amount of your claim, or no more than $3,000 per individual claim, whichever is greater.

17. DISPUTE RESOLUTION WITH FRONTIER BY BINDING ARBITRATION.

*****PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS*****

Frontier encourages you to contact our Customer Service department if you have concerns or complaints about your Service or Frontier. Generally, customer complaints can be satisfactorily resolved in this way. In the unlikely event that you are not able to resolve your concerns through our Customer Service department, you and Frontier each agree to resolve all disputes through binding arbitration or a small claims court rather than lawsuits in courts of general jurisdiction, jury trials, or class actions. Arbitration is more informal than a lawsuit. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and individual relief affecting individual parties that a court can award, including an award of attorneys' fees if the law allows. In addition, under certain circumstances (as explained below), Frontier will pay you more than the amount of the arbitrator's award if the arbitrator awards you an amount that is greater than what Frontier has offered you to settle the dispute.

Arbitration Agreement:

a. **Claims Subject to Arbitration:** You and Frontier agree to arbitrate **all disputes and claims** between us that arise out of, relate to, or are associated with the Service or Frontier. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to, all claims arising out of or relating to any aspect of our relationship, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, that arose either before or during this or any prior Agreement, or that may arise after termination of this Agreement, including claims over marketing or communications by or on behalf of Frontier or claims involving the security, transfer, or use of data about you. It also includes claims that currently are the subject of class action or purported class action litigation in which you are not a member of a certified class. References to "Frontier," "you," and "us" include our respective predecessors in interest, successors, and assigns, as well as our respective past, present, and future subsidiaries, affiliates, agents, employees, and all authorized or unauthorized users or beneficiaries of Frontier Broadband Services under this or prior Agreements between us.

   Notwithstanding the foregoing agreement, Frontier agrees that it will not use arbitration to initiate debt collection against you except in response to claims you have made in arbitration. In addition, by agreeing to resolve disputes through arbitration, **you and Frontier each agree to unconditionally waive the right to a trial by jury or to participate in a class action, representative proceeding, or private attorney general action**. Instead of arbitration, either party may bring an individual action seeking only individualized relief in a small claims court for disputes or claims that are within the scope of the small claims court's authority, so long as the action remains in that court and is not removed or appealed to a court of general jurisdiction. (If these limitations on removal or appeal of small claims court actions are unenforceable, the dispute instead shall be arbitrated.) In addition, you may bring any issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against us on your behalf.

   This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

b. **Pre-Arbitration Notice of Dispute and Informal Settlement Conference:** A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Frontier should be addressed to: Frontier Communications, Legal Department, 1919 McKinney Ave., Dallas, TX 75201 ("Notice Address"). The Notice must include, at minimum: (1) your name, mailing address, telephone number at which you can be reached, and e-mail address (if any); (2) your Frontier account number; (3) a description of the nature and basis of the claim or dispute; (4) an explanation of the specific relief sought; (5) your signature; and (6) if you have retained an attorney, your signed statement authorizing Frontier to disclose your confidential account records to your attorney if necessary in resolving your claim. A Notice is not complete until all of the information required by (1)-(6) has been received by the other party ("Notice Completion Date").

   After the Notice Completion Date, either party may request a conference within 60 days to discuss informal resolution of the dispute ("Informal Settlement Conference"). If timely requested, the Informal Settlement Conference will take place at a mutually agreeable time by telephone or videoconference. You and a Frontier company representative must both personally participate in a good-faith effort to settle the dispute without the need to proceed with arbitration. Any counsel representing you or Frontier also may participate. The requirement of personal participation in an Informal Settlement Conference may be waived only if both you and Frontier agree in writing. The Notice and Informal Settlement Conference requirements are essential in order to give you and us a meaningful opportunity to resolve disputes informally.

   Any applicable statute of limitations will be tolled for the claims and relief set forth in a Notice during the "Informal Resolution Period," which is defined as the period between the Notice Completion Date and he later of (i) 60 days after the Notice Completion Date; or (ii) if an Informal Settlement Conference is timely requested, 30 days after the request is withdrawn or the Informal Settlement Conference is completed.

c. **Commencing Arbitration:** An arbitration proceeding may be commenced only if Frontier and you do not reach an agreement to resolve the claim during the Informal Resolution Period. (If your Notice is part of a mass arbitration, subsection (h) contains additional requirements for commencing arbitration.) A court will have the power to enforce this subsection (c), including the power to enjoin the filing or prosecution of arbitrations without first providing a fully

complete Notice and participating in a timely requested Informal Settlement Conference. Unless prohibited by applicable law, the arbitration provider shall not accept or administer any arbitration nor assess any arbitration fees unless the claimant has complied with the Notice and Informal Settlement Conference requirements of subsection (b).

d. **Arbitration Procedure:** The arbitration will be governed by the Consumer Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA"), as modified by the terms of this Agreement, and will be administered by the AAA. (If the AAA is not available or unwilling to administer arbitrations consistent with this arbitration agreement, another arbitration provider shall be selected by the parties or, if the parties cannot agree on a provider, by the court.) The AAA Rules and fee information is available from the AAA online at http://www.adr.org.

   The arbitrator is bound by the terms of this arbitration agreement. All issues are for the arbitrator to decide, except that a court must decide issues relating to whether claims can or must be arbitrated, as well as other issues that this arbitration agreement specifies that a court shall decide. The arbitrator may consider rulings in other arbitrations involving other claimants, but an arbitrator's ruling will not be binding in proceedings involving different claimants. If your claim is for $25,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator or through a telephonic, videoconference, or an in-person hearing as established by the AAA Rules. If your claim exceeds $25,000, the right to a hearing will be determined by the AAA Rules. Unless Frontier and you agree otherwise, any in-person hearings will take place at a location that the AAA selects in the state of your primary residence. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as specified in subsection (g) below, the arbitrator can award the same damages and relief that a court can award under applicable law, including sanctions available under Federal Rule of Civil Procedure 11 or similar federal or state laws against all appropriate parties or counsel.

e. **Arbitration Fees:** If Frontier initiates arbitration, Frontier will pay all AAA filing, administration, case-management, hearing, and arbitrator fees. If you wish to initiate arbitration, the AAA rules will govern the payment of these fees unless applicable law requires a different allocation of fees in order for this arbitration agreement to be enforceable. If you are unable to pay your share of the AAA

fees, Frontier will consider a request to pay them on your behalf, so long as you have fully complied with the requirements in subsections (b), (c), and (h) for any arbitration you initiated.

f. **Alternative Payment:** If you fully complied with the requirements in subsections (b), (c), and (h) and the arbitrator issues an award in your favor that is greater than the value of Frontier's last written settlement offer made before an arbitrator was selected (or awards you any relief if Frontier did not make you a settlement offer), then Frontier will pay you $5,000 in lieu of any smaller award ("the Alternative Payment"). The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of attorneys' fees, expenses, and the Alternative Payment at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrators' ruling on the merits. In assessing whether you are entitled to the Alternative Payment, the arbitrator shall not consider amounts offered for or awarded in attorneys' fees or costs.

g. **Requirement of Individual Arbitration:** You and Frontier agree to seek, and further agree that the arbitrator may award, only such relief, whether relief in the form of damages, an injunction, or other non-monetary relief as is necessary to resolve any individual injury that either you or Frontier have suffered or may suffer. In particular, if either you or Frontier seeks any nonmonetary relief, including injunctive or declaratory relief, the arbitrator may award relief on an individual basis only, and may not award relief that affects individuals or entities other than you or Frontier. YOU AND FRONTIER AGREE THAT WE EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. FURTHERMORE, UNLESS BOTH YOU AND FRONTIER AGREE OTHERWISE IN WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. If, after exhaustion of all appeals, any of these prohibitions on non-individualized relief; class, representative, and private attorney general claims; and consolidation is found to be unenforceable with respect to a particular claim or with respect to a particular request for relief (such as a request for injunctive relief), then the parties agree that such a claim or request for relief shall be decided by a court after all other claims and requests for relief are arbitrated.

h. **Mass Filings:** If 25 or more claimants submit Notices raising similar claims and are represented by the same or coordinated counsel, all of the cases must be resolved in arbitration using staged bellwether proceedings if they are not resolved prior to arbitration as set forth above in subsection (b). You agree to this process even though it may delay the arbitration of your individual claim. In the first stage, the parties shall each select up to 10 cases per side (20 cases total) to be filed in arbitration and resolved individually in accordance with this arbitration agreement, with each case assigned to a separate arbitrator. In the meantime, no other cases may be filed in arbitration, and the AAA shall not accept, administer, nor demand payment for AAA fees for arbitrations commenced in violation of this subsection. After the first stage of proceedings is complete, the parties shall engage in a single mediation of all remaining cases, and Frontier shall pay the mediation fee. If the parties cannot agree how to resolve the remaining cases, the process of filing up to 20 cases total in arbitration to be resolved individually by different arbitrators, followed by mediation, will be repeated. If any claims remain following the second stage, the process will be repeated until all claims are resolved, except that the total number of cases filed in arbitration each round shall increase to 50, and mediation is optional at the agreement of Frontier and counsel for the claimants. If this subsection applies to a Notice, the Informal Resolution Period applicable to the claims and relief set forth in that Notice will be extended until that Notice is selected for a bellwether proceeding, withdrawn, or otherwise resolved. A court will have the authority to enforce this subsection, and, if necessary, to enjoin the filing or prosecution of arbitrations or the assessment or collection of AAA fees. If, after exhaustion of all appeals, a court determines that the process in this subsection of staging the filing of cases in arbitration is not enforceable, then the cases may be filed in arbitration, but the Alternative Payment shall not be available.

i. **Future Changes to Arbitration Agreement:** Notwithstanding any provision in this Agreement to the contrary, you and Frontier agree that if Frontier makes any change to this arbitration provision during the period of time that you are receiving Frontier services (other than a change to the Notice Address), you may reject that change by providing Frontier with written notice within thirty (30) days of the change to the Notice Address and require Frontier to adhere to the language in this arbitration agreement. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this arbitration agreement.

18. GENERAL PROVISIONS.

a. All obligations of the parties under this Agreement, which, by their nature, would continue beyond the termination of this Agreement, including without limitation, those relating to Warranties and Limitation of Liability, Indemnification and Dispute Resolution with Frontier by Binding Arbitration, shall survive such termination.

b. Assignment. You may not assign or otherwise transfer this Agreement, or your rights or obligations under it, in whole or in part, to any other person. Any attempt to do so shall be void. Furthermore, you agree to notify us of any changes of ownership of, or occupancy in, the Premises immediately upon such transfer of ownership or change in occupancy. We may assign all or any part of this Agreement with or without notice and you agree to make all subsequent payments as directed.

c. Applicable Law. Except as otherwise required by law, you and Frontier agree that the Federal Arbitration Act and the substantive laws of the state and local area in which your Premises is located, without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or related in any way to the subject matter of this Agreement.

d. As permitted under applicable laws and without limitation to other rights provided in this Agreement, you authorize Frontier to (a) disclose your account information, including your payment history and confidential information, to credit reporting agencies or private credit reporting associations, and (b) periodically obtain and use your credit report and other credit information from any source in connection with Frontier's offering of the Services and other services. You understand that if you fail to fulfill the terms of your obligations under this Agreement, Frontier may report your failure to a credit reporting agency.

e. Frontier's failure at any time to insist upon strict compliance with any of the provisions of this Agreement shall not be construed to be a waiver of such terms in the future. Except where this Agreement specifically provides otherwise, if any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and the unenforceable portion shall be construed as nearly as

possible to reflect the original intentions of the parties.

f. This Agreement, including all Policies referred to herein, constitutes the entire agreement between you and Frontier with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. No changes by you to this Agreement shall be effective unless agreed to in a writing signed by an authorized person at Frontier.

g. Except as otherwise provided in the arbitration provision, if any provision of this Agreement is found by a court or agency of competent jurisdiction to be unenforceable, the parties nevertheless agree that the remaining provisions of these terms and conditions shall remain in full force and effect.

h. To the fullest extent permitted by law, you and Frontier agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

i. The section titles and paragraph headings in this Agreement are for convenience only and have no legal or contractual effect.

19. OUR RIGHT TO MAKE CHANGES

UNLESS OTHERWISE PROHIBITED BY LAW, FRONTIER MAY CHANGE THE TERMS AND CONDITIONS OF YOUR SERVICE, INCLUDING BY ADDING ENTIRELY NEW TERMS OR DELETING EXISTING TERMS, AT ANY TIME BY GIVING YOU 30 DAYS NOTICE BY BILL MESSAGE, BILL INSERT, E-MAIL OR OTHER NOTICE, INCLUDING POSTING NOTICE OF SUCH CHANGES ON THE WWW.FRONTIER.COM WEBSITE. YOU ACCEPT THE CHANGES IF YOU PAY FOR OR USE THE SERVICES AFTER NOTICE IS PROVIDED. IF YOU DO NOT ACCEPT THE CHANGES, PLEASE CONTACT US BEFORE THE EFFECTIVE DATE OF THE CHANGES SO THAT WE MAY TERMINATE YOUR SERVICES AND WAIVE ANY APPLICABLE EARLY TERMINATION FEES.

EXHIBIT A - ON DEMAND SERVICES

Frontier TV On Demand Services provide a viewing function for certain Frontier TV content and is included as part of your Frontier TV Services. Your use of On Demand Services is conditional upon your continued adherence to the Frontier TV Terms of Service above and available at frontier.com/terms.

1. Definitions.

Except as other provided in this Exhibit A, the definitions included in the Frontier TV Terms of Service apply to On Demand Services and are incorporated by reference.

"Content" shall mean video, audio, image or other files, data, or the collection of such, in digital or electronic form of any type provided through the Service, either rented or unlimited/purchased.

2. On Demand Services Description.

2.1 On Demand Services allows you to access and view On Demand Services Content by streaming On Demand Services Content to your TV through a Frontier-supplied TV set-top box.

2.2. On Demand Services Requirements. Internet access is required to use the Services. You are solely responsible for compliance with any minimum system requirements, and for obtaining, installing, configuring, and maintaining suitable equipment and software, including any necessary system or software upgrades, patches or other fixes, which are or may become necessary to access the Services.

3. On Demand Services Conditions of Use.

3.1 The terms and conditions included above related to Frontier TV Service or the Service also apply to On Demand Services. You acknowledge that access to and viewing of Content is dependent on numerous variables, including, but not limited to, the speed and availability of your broadband or network connection. You may experience delays or technical difficulties caused by or related to such variables. To the extent permitted by applicable law, you will not receive a refund or credit for any Content that you are not able to access or view. You bear all responsibility for ensuring that you have Equipment to access and view Content.

3.2 The On Demand Services is intended solely for your non-transferable, non-commercial, private and personal use, and any other use or attempted use for commercial or other purposes is strictly prohibited. You understand and agree that advertisements, as well as certain communications from Frontier such as service announcements and administrative messages, are part of the Services and are necessary for Frontier to provide the Services.

3.3 Digital Licenses for On Demand Services Content. Regardless of the use of the word "purchase," all On Demand Services Content is offered for license, not purchase or sale, and is subject to this Agreement and any other license terms

and conditions applicable to the On Demand Services Content, including limitations imposed by the use of any digital rights management technology.

4. On Demand Services Licensing.

4.1 On Demand Services Content: When you order On Demand Services Content, the payment of a fee will entitle you to access the On Demand Services Content for viewing on a Frontier provided Set Top Box for an unlimited number of times over an indefinite period of time, unless restricted, removed or discontinued at the sole discretion by Frontier, the content provider or studio. Frontier reserves the right to terminate and discontinue your access to On Demand Services Content if you are no longer a Frontier service customer.

4.2 Rented On Demand Services Content: When you rent On Demand Services Content, the payment of a rental fee will entitle you to access the rented On Demand Services Content for viewing on your Frontier provided Set Top Box over a fixed period of time, typically 24 to 48 hours from the purchase or initial playback of the Rented On Demand Services Content.

4.3 Upon the payment of either a purchase or rental fee, Frontier grants you a limited, non-exclusive, revocable, non-transferable license to use the On Demand Services Content solely for your personal, non- commercial/non-public, entertainment use.

4.4 Purchased On Demand Services Content may become unavailable for streaming to your TV via a Frontier TV set-top box due to content provider or Frontier licensing and other restrictions, and Frontier will not be liable to you if purchased On Demand Services Content becomes unavailable for further use.

4.5 Restrictions on Streamed Viewing. On Demand Services Content are limited to two concurrent streams (including any streams delivered to the TV via a Frontier TV set-top box) from the same account at any one time. In addition, the concurrent streams must be different titles as a single On Demand Services Content title cannot be streamed to two locations at the same time.

4.6 Reservation of Rights. All Content provided by Frontier or its third party licensors on any website or other resource provided by Frontier at which On Demand Services Content may be purchased, including, without limitation, images, animations, previews, video programming, information services, audio, music, and text, irrespective of the manner or format in which such Content is delivered, is the property of Frontier or its licensors. You understand and

acknowledge that your rights with respect to On Demand Services Content are limited by copyright law. All rights regarding use of On Demand Services Content not expressly granted in this Agreement are reserved by Frontier and/or its licensors.

4.7 General Restrictions. The On Demand Services are intended for use within the United States. You agree to follow all rules and policies applicable to the On Demand Services, including required or automated updates, modifications and/or reinstallations of software and obtaining available patches to address security, interoperability and/or performance issues. You also agree: (i) to comply with all applicable laws, rules and regulations when using the On Demand Services and accessing or viewing On Demand Services Content; and (ii) not to reverse engineer, decompile, disassemble or otherwise tamper with or modify any of the security features, usage restrictions or other Service components for any reason (or help anyone else to do so).

5. Data Charges.

You acknowledge and agree that you may also incur data charges or fees from a wireless or internet service provider (which may be Frontier or a third party) for accessing and viewing On Demand Services and other online services or purchasing products and services through interactive options available through the Service. You are solely responsible for all charges or fees payable to Frontier or third parties, including all applicable taxes. In addition, you are solely responsible for protecting the security of credit card and other personal information provided to others in connection with such transactions.

Last updated July 2023

(012026 logo)