

## Frontier FiberOptic, Frontier SmartVoice and Business Security Pro Bundle

### 1. Service Description.

#### A. FiberOptic

i. For new business internet Customers only. Speed capable range of 270 to 300 Mbps download and 270 to 300 Mbps upload for 300 Mbps Internet. Speed capable range of 630 to 700 Mbps download and 630 to 700 Mbps upload for 700 Mbps Internet. Speed capable range of 846 to 940 Mbps download and 792 to 880 Mbps upload for Gig Service Internet. Performance details: [frontier.com/internetdisclosures](http://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/](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.

B. SmartVoice Service: Frontier SmartVoice Service ("SmartVoice") 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 station on the Public Switched Telephone Network ("PSTN"); (b) for Services provisioned over Frontier's fiber network, a station on Frontier's converged Services network, in each case using IP technology. SmartVoice 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.

C. \*Restrictions may apply—First SmartVoice line free per fiber location with the associated net new FiberOptic Broadband; standard rates will apply after two (2) years of Service. Billing for SmartVoice will begin in month 25 of Service. The first free SmartVoice line is only applicable for the initial order and is not transferrable. Any additional business lines are priced at the then current standard rate.

#### D. SmartVoice 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, or sufficient wi-fi connectivity must be available where Equipment (IP phones) are placed.

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 Frontier SmartVoice Service; (d) Customer may not utilize SmartVoice Service in any call center environment or in connection with any similar such application; and (e) Customer may not use SmartVoice 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.

iii. Exclusions. The Service does not include reliability, redundancy, disaster recovery or business continuity features, functions, capabilities or services. The Service is provided over Frontier's fiber 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 fiber network 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 fiber network.

E. Changes. Throughout the Service Term, Customer may add subsequent lines, up to ten (10) maximum 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.

F. Training. Customer training videos may be found at <https://business.frontier.com/smartvoice-help>.

#### G. Business Security Pro Bundle

i. Content Anywhere Pro: protect and secure your digital content with 200GB of storage; saving your valuable data to a cloud-based platform, where your files, photos and other important media are housed securely for your access from anywhere, anytime and over any device. "

ii. Multi-Device Security Pro - protect up to 35 devices, including PC, Mac, smartphone and tablets (running on iOS and Android platforms.

iii. Billing will begin in month 25 of the Service Term.

**2. Service Term Renewal.** Notwithstanding Section 2 of the FSA, if neither party provides the other with written notice of its intent to terminate at least sixty (60) days prior to completion of the Service Term, the Service Term shall automatically renew for one-month periods and at the then applicable rate (excluding promotional rates) per Service type shown below:

Service	Rate after the Service Term completed
FiberOptic Broadband	Existing rate of original Schedule Service Term
SmartVoice	Then current SmartVoice Service rate of \$14.99
SmartVoice IP Phone/ATA Equipment	Then current SmartVoice Equipment Service rate of \$5.00
Frontier Business Security Pro Bundle	The current Frontier Business Security Pro Bundle Service rate of \$12.00

**3. Cancellation and Early termination Charges for Broadband, SmartVoice or and Frontier Business Security Pro Bundle**

- A. Notwithstanding section 4 of the FSA, if Customer terminates the Broadband, SmartVoice or and Frontier Business Security Pro Bundle Service(s) for any reason other than breach by Frontier or by Frontier due to Customer’s breach, then Customer shall not pay Frontier a termination charge.
- B. In the event Frontier SmartVoice Equipment is not returned to Frontier after termination or expiration of this Schedule, Customer will be billed for and pay to Frontier \$100.00 for Frontier SmartVoice Equipment, except to the extent such failure is caused by the negligence or willful misconduct of Frontier or its agents.

**4. 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 SmartVoice Service at [www.frontier.com/terms](http://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 SmartVoice 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 **SmartVoice 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 fiber broadband 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 and SmartVoice 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 above.

**3. Payment of taxes.** Customer shall also pay all taxes, however designated, which are levied or based on the rental, the Equipment use, 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, attached to the applicable Equipment Schedule 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 Schedule, 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 in the Equipment Schedule, 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, 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. In the event Frontier SmartVoice Equipment is not returned to Frontier after termination or expiration of this Schedule, Customer will be billed for and pay to Frontier \$100.00 for Frontier SmartVoice Equipment, except to the extent such failure is caused by the negligence or willful misconduct of Frontier or its agents.

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.

#### **6. 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.

**7. 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.

**8. 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.

**9. 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 and (e) unless otherwise agreed in writing, the Equipment shall remain personal property of Frontier. 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.

**10. 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.

**This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties.** This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, the documents incorporated herein by reference, and all terms and conditions of the FSA comprise the entire agreement between the parties with respect to the Services described herein, and supersede any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

**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. Yealink T53W Ip phones have Wi-Fi capability in the event there is not CAT5 or higher available, does require adequate Wi-Fi bandwidth availability where the IP phone will be placed.
- e. Standards. All routers and switches supporting a VoIP System must meet industry standards for Quality of Service (QoS).
- f. 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:
  - g. 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. Installation Services will be performed during regular business hours (8 a.m. to 5 p.m. local time) unless otherwise outlined in Section 6.
  - h. 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.
  - i. 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.
  - j. 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. Frontier will perform the following installation Services:
- 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 installation, configuration and testing of Equipment & licensed software.
  - 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 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:

- Ensure that Customer Information Technology resources will be available as required by Frontier.
- Provide Frontier employees or representatives access, escort, suitable work space 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 3<sup>rd</sup> 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.
- 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.
- 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.