



Frontier Services Agreement

Terms and Conditions

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This Frontier Services Agreement ("FSA") is effective as of August 31, 2022 ("Effective Date"), by and between Frontier Communications of America, Inc. on behalf of itself and its affiliates which provide Equipment and Services identified in the Schedules ("Frontier"), and Select Medical Corporation dba Ten4 for SPT - Danbury CT, whose primary address is 30 Germantown Rd, Ste 1 A, Danbury, CT 06810 ("Customer").

This document incorporates the complete Frontier Services Agreement terms and conditions at <http://www.Frontier.com/FSA> as an integral part of the agreement (collectively, the "FSA").

Provision of Services and Equipment

Frontier will provide and the Customer agrees to pay for the communications, installation and maintenance services (collectively "Service"), and/or purchase or lease equipment ("Equipment"), described in this FSA and Schedules issued by Frontier and executed by Customer.

Customer acknowledges that certain Services may be governed by tariff or price schedule filed with the Federal Communications Commission and/or the state public utilities commission. In the event of any inconsistencies between this FSA and an applicable tariff, the tariff shall control except with respect to pricing, early termination charges or cancellation charges for which this FSA shall control.

Term

The term of this FSA will commence as of the date identified in the introductory paragraph above or the date the FSA is executed by both Parties, whichever is later (the "Effective Date") and will continue through the Service Term with respect to any Service or Equipment provided pursuant to this FSA. Customer will purchase the Services, or lease Equipment, identified in each Schedule for the period of time stated in the Schedule (the "Service Term"). If neither party provides the other with written notice of its intent to terminate a Service at least sixty (60) days prior to expiration, the Service Term of each Service will automatically renew for additional one-year periods, subject to the terms and conditions of this FSA and at the then applicable one-year term rate, excluding promotional rates. If the parties agree to negotiated renewal terms, such terms will not be effective unless and until documented in writing and executed by both parties.

Payment

Customer shall pay all charges set forth in the Schedules and in applicable tariffs during the Service Term. Frontier will invoice Customer any non-recurring charges ("NRC"), monthly recurring charges ("MRC"), and usage based charges.

In addition to the applicable charges set forth in the tariffs and Schedules, Customer shall pay all applicable federal, state or local sales, use, privilege, gross receipts, utility, value added, excise or other taxes (excluding taxes based on Frontier's net income), or any charges in lieu thereof, and any applicable surcharges or fees, whether government mandated or Frontier initiated in the amounts applicable at the time of billing. Customer shall also be responsible for third party charges and penalties incurred as a result of Customer's use of the Services or Equipment.

Cancellation and Early Termination Charges

If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment, Customer shall pay a cancellation charge equal to the NRC and one (1) month of MRC for the Service, plus the total costs and expenditures of Frontier in connection with establishing the Service prior to Frontier's receipt of notice of cancellation, including but not limited to any Equipment restocking fees.

Following installation, Customer may terminate a Service or Equipment by providing at least thirty (30) days prior written notice to Frontier. All unpaid amounts shall be due upon termination of any Service identified in a Schedule for any reason. In addition, and unless otherwise specifically provided in the applicable Schedule, if any Service or Equipment is terminated by Customer for any reason other than breach by Frontier or by Frontier due to Customer's breach, then Customer shall pay Frontier a termination charge equal to the applicable MRC and all related taxes and surcharges multiplied by the number of months remaining in the Service Term. Partial months shall be prorated.

Customer agrees that Frontier's damages in the event of early termination will be difficult or impossible to ascertain, and that the charges identified in this FSA are intended to establish liquidated damages in the event of termination and are not intended as a penalty.

Dispute Resolution

Except as otherwise specifically provided in or permitted by this FSA, all disputes arising in connection with this FSA shall first be resolved through good faith negotiation. If, after negotiating in good faith for a period of ninety (90) calendar days, or any agreed further period, the parties are unable to resolve the dispute, then each party may seek resolution by exercising any rights or remedies available at



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law or in equity. Customer and Frontier agree that each may only bring claims against the other in an individual capacity and not as a plaintiff or class member in any purported class, representative, or private attorney general proceeding.

Authorization and Entire Agreement

Each party represents that the person executing this FSA is authorized to enter into this FSA on its behalf. This FSA, the terms and conditions, including the Limitation of liability, warranty, indemnification, breach and other terms and conditions, at <http://www.Frontier.com/FSA>, and any Schedules executed by the parties constitute the entire agreement between the parties pertaining to the subject matter herein and supersedes all prior oral and written proposals, correspondence and memoranda with respect thereto. This FSA may not be modified, amended or supplemented except by written agreement signed by an authorized representative of each party.

Frontier Communications of America, Inc.

Select Medical Corporation dba Ten4 for SPT - Danbury CT

Signature: _____
Printed Name: _____
Title: _____
Date: _____
Contractual Notice: Frontier Communications
111 Field Street
Rochester, NY 14620
Attn: Legal Department

Signature: *Paul Finkbeiner*
Paul Finkbeiner (Sep 1, 2022 14:17 EDT)
Printed Name: Paul Finkbeiner
Title: Vice President, IT
Date: Sep 1, 2022
Contractual Notice: address above

Attn: Legal Department







Frontier Fiber Contract - FSA for Danbury CT

Final Audit Report

2022-09-01

Created:	2022-09-01
By:	Tonya Farling (tfarling@selectmedical.com)
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"Frontier Fiber Contract - FSA for Danbury CT" History

-  Document created by Tonya Farling (tfarling@selectmedical.com)
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-  Signer pfinkbeiner@selectmedical.com entered name at signing as Paul Finkbeiner
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