**This is Schedule Number {{ScheduleId}}** to the Frontier Services Agreement dated **{{Effective\_Date}}** **(“FSA”)** by and between {{Subscriber\_Name}} (“Customer”) and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates (“Frontier”). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

|  |  |  |  |
| --- | --- | --- | --- |
| **Primary Service Location:** | **{{ServiceStreet}}, {{ServiceCity}}, {{ServiceState}} {{ServicePostalCode}}** | **Schedule Date:** | **{{Effective\_Date}}** |
| **Schedule Type/Purpose:** | **{{ScheduleType}}** | **Service Term:** | **{{ContractTerm}}** |

**{{#LIServiceAddress}}****Service Location: {{LIServiceStreet}}{{LIServiceCity}}{{LIServiceState}}{{LIServicePostalCode}}**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Product Name** | **Qty** | **MRC** | **Total MRC** | **NRC** |
| {{#Product}}{{ProductName}} | {{Quantity}} | {{RecurringCharge}} | **{{TotalMRC}}** | {{OneTimeCharge}}{{/Product}} |
| **Total** |  | | **{{saRecurringTotal}}** | **{{saOneTimeTotal}}** |

**{{/LIServiceAddress}}**

|  |  |  |  |
| --- | --- | --- | --- |
| **Grand Total** |  | **{{RecurringTotal}}** | **{{OneTimeTotal}}** |

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

**OneVoice SERVICE DESCRIPTION:**

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

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

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

Internet Acceptable Use Policy and Security.

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

Equipment.

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

Early Termination Charge

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

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. 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, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services and described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

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| --- | --- | --- | --- | --- |
| **Frontier Communications of America, Inc.** | |  | **{{Subscriber\_Name}}** | |
| Signature: | {{Signer2Signature}} | Signature: | {{Signer1Signature}} |
| Printed Name: | {{Signer2FullName}} | Printed Name: | {{Signer1FullName}} |
| Title: | {{Signer2Title}} | Title: | {{Signer1Title}} |
| Date: | {{Signer2Date}} | Date: | {{Signer1Date}} |