This is Schedule Number **{{ScheduleNumber}}** to the Frontier Services Agreement dated **{{FSADate}}** (“FSA”) by and between **{{CustomerName}}** (“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:** | **{{DefaultServiceAccount}}** | **Schedule Date:** | **{{currentdate}}** |
| **Schedule Type/Purpose:** | **{{ScheduleTypePurpose}}** | **Service Term:** | **{{ServiceTerm}}** |

1. **Products and Services**The Services and Equipment provided under this Schedule are set forth in **Exhibit A** attached hereto and incorporated herein by this reference.
2. **Notice Address**
3. **Frontier Communications of America, Inc.**

111 Field Street

Rochester, NY 14620

Attn: Associate General Counsel

1. **Customer Notice Address**{{CustomerAddress}}  
   Attn:

1. **Payment Instructions**
2. If making payment by ACH or wire transfer, please e-mail (billing@highspot.com) a notice of ACH or wire transfer and the amount so that payment is recorded accurately:
3. ACH to Frontier
4. Routing Number: 1221000024
5. Account number: 13247977
6. Currency: United States Dollars (USD)
7. Bank Name: JP Morgan Chase
8. Preferred file type is EDI with Frontier account number to be paid
9. All wire transfer transaction fees must be covered by Customer and should be specified upon initiation of the wire transfer. Please include Customer Name and invoice number with your wire transfer to ensure accurate and timely application of your payment.

1. To pay by Check: Include Invoice Number on check and remit to:

FRONTIER  
Po Box 740407  
Cincinnati, OH 45274-0407

1. **Supplemental Terms**This Schedule incorporates the Supplemental Terms and Conditions for the Products and Services provided hereunder as an integral part of the Agreement and are attached hereto and incorporated herein as **Exhibit B**.

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 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.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Frontier Communications of America, Inc.** | |  | **{{CustomerName}}** | |
| Signature: |  | Signature: |  |
| Printed Name: | {{FrontierPrintedName}} | Printed Name: |  |
| Title: | {{FrontierTitle}} | Title: |  |
| Date: |  | Date: |  |

**Exhibit A**

**DIA plus Managed Firewall – Information and Pricing Chart**

**{{#SA}}**

**Service Location: {{ServiceLocation}}**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Service Description** | **Quantity** | **MRC** | **Total MRC** | **NRC** |
| **{{#DIA}}{{#ftr\_IsBundle}}**  **{{ProductName}}**  {{CoS}} {{SPEED}} {{IPBLOCK}} {{SDWANSpeed}} {{IKEv2}} {{HighAvail}} {{CTerm}} | **{{Quantity}}** | **{{RecurringCharge}}** | **{{RecurringChargeTotal}}** | **{{OneTimeCharge}}**  **{{/ftr\_IsBundle}}**  **{{/DIA}}** |
| **{{#SIP}}{{#ftr\_IsBundle}}**  **{{ProductName}} (Concurrent Call Session)**  Service Type: {{**HandOff**}} – Hand Off | **{{Quantity}}** | **{{RecurringCharge}}** | **{{RecurringChargeTotal}}** | **{{OneTimeCharge}}**  **{{/ftr\_IsBundle}}{{/SIP}}** |
| **{{#Line}}{{#ftr\_IsBundle}}**  **{{ProductName}}**  {{#ID}}Included DID {{ATTR\_DID\_INC\_NUMBER}}{{/ID}}  {{#LD}}{{ATTR\_INC\_LD\_BOT}} minutes @ $0/mo.,{{/LD}}  {{#OR}}${{ATTR\_OVERAGE\_RATE}}/min{{/OR}} | **{{Quantity}}** | **{{RecurringCharge}}** | **{{RecurringChargeTotal}}** | **{{OneTimeCharge}}**  **{{/ftr\_IsBundle}}**  **{{/Line}}** |
| **{{#DID}}{{#ftr\_IsBundle}}**  **{{ProductName}}** | **{{Quantity}}** | **{{RecurringCharge}}** | **{{RecurringChargeTotal}}** | **{{OneTimeCharge}}**  **{{/ftr\_IsBundle}}**  **{{/DID}}** |
| **{{#DIA}}{{^ftr\_IsBundle}}**  **{{ProductName}}**  {{CoS}} {{SPEED}} {{IPBLOCK}} {{SDWANSpeed}} {{IKEv2}} {{HighAvail}} {{CTerm}} | **{{Quantity}}** | **{{RecurringCharge}}** | **{{RecurringChargeTotal}}** | **{{OneTimeCharge}}**  **{{/ftr\_IsBundle}}**  **{{/DIA}}** |
| **{{#SIP}}{{^ftr\_IsBundle}}**  **{{ProductName}} (Concurrent Call Session)**  Service Type: {{**HandOff**}} – Hand Off | **{{Quantity}}** | **{{RecurringCharge}}** | **{{RecurringChargeTotal}}** | **{{OneTimeCharge}}**  **{{/ftr\_IsBundle}}{{/SIP}}** |
| **{{#Line}}{{^ftr\_IsBundle}}**  **{{ProductName}}**  {{#ID}}Included DID {{ATTR\_DID\_INC\_NUMBER}}{{/ID}}  {{#LD}}{{ATTR\_INC\_LD\_BOT}} minutes @ $0/mo.,{{/LD}}  {{#OR}}${{ATTR\_OVERAGE\_RATE}}/min{{/OR}} | **{{Quantity}}** | **{{RecurringCharge}}** | **{{RecurringChargeTotal}}** | **{{OneTimeCharge}}**  **{{/ftr\_IsBundle}}**  **{{/Line}}** |
| **{{#DID}}{{^ftr\_IsBundle}}**  **{{ProductName}}** | **{{Quantity}}** | **{{RecurringCharge}}** | **{{RecurringChargeTotal}}** | **{{OneTimeCharge}}**  **{{/ftr\_IsBundle}}**  **{{/DID}}** |

**{{#MFS}}**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Firewall Services** | **Quantity** | **MRC** | **Total MRC** | **NRC** |
| **{{#ftr\_IsBundle}}**  **{{ProductName}}**  {{**ATTR\_FIREWALL\_MODEL**}} {{**ATTR\_MF\_TRANSCEIVER**}} | **{{Quantity}}** | **{{RecurringCharge}}** | **{{RecurringChargeTotal}}** | **{{OneTimeCharge}}**  **{{/ftr\_IsBundle}}** |
| **{{^ftr\_IsBundle}}**  **{{ProductName}}**  {{**ATTR\_FIREWALL\_MODEL**}} {{**ATTR\_MF\_TRANSCEIVER**}} | **{{Quantity}}** | **{{RecurringCharge}}** | **{{RecurringChargeTotal}}** | **{{OneTimeCharge}}**  **{{/ftr\_IsBundle}}** |

**{{/MFS}}**

**{{#MFP}}**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Additional Services** | **Quantity** | **MRC** | **Total MRC** | **NRC** |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **{{#ftr\_IsBundle}}**  **{{ProductName}}**  {{**ATTR\_TIME\_MNGT**}} | **{{Quantity}}** | **{{RecurringCharge}}** | **{{RecurringChargeTotal}}** | **{{OneTimeCharge}}{{/ftr\_IsBundle}}** |
| **{{^ftr\_IsBundle}}**  **{{ProductName}}**  {{**ATTR\_TIME\_MNGT**}} | **{{Quantity}}** | **{{RecurringCharge}}** | **{{RecurringChargeTotal}}** | **{{OneTimeCharge}}{{/ftr\_IsBundle}}** |

**{{/MFP}}**

**{{#ADD}}**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Additional Block of Time and Toll Free** | **Quantity** | **MRC** | **Total MRC** | **NRC** |
| **{{#ADDON}}{{#ftr\_IsBundle}}**  **{{ProductName}}**  {{#MB}}{{ATTR\_MIN\_BLOCKS}} minutes @ {{RecurringCharge}}/mo., {{/MB}}  {{#AOR}}${{ATTR\_OVERAGE\_RATE}}/min{{/AOR}} | **{{Quantity}}** | **{{RecurringCharge}}** | **{{RecurringChargeTotal}}** | **{{OneTimeCharge}}{{/ftr\_IsBundle}}{{/ADDON}}** |
| **{{#ADDON}}{{^ftr\_IsBundle}}**  **{{ProductName}}**  {{#MB}}{{ATTR\_MIN\_BLOCKS}} minutes @ {{RecurringCharge}}/mo., {{/MB}}  {{#AOR}}${{ATTR\_OVERAGE\_RATE}}/min{{/AOR}} | **{{Quantity}}** | **{{RecurringCharge}}** | **{{RecurringChargeTotal}}** | **{{OneTimeCharge}}{{/ftr\_IsBundle}}{{/ADDON}}** |

**{{/ADD}}**

**{{/SA}}**

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

**Exhibit B-1 DIA**

**1. Service Description.**

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

**b.** **Managed Router**: Managed router consists of the following:

* + - 1. **Configuration**.  With the DIA Managed Router, Frontier provides, configures, monitors, manages and maintains the CPE necessary to use DIA by Frontier. Frontier will configure the Managed Router based upon technical requirements, but not limited to LAN/WAN interface and or IP assignment, host naming convention, as well as an introductory password.
      2. **Router Repair/Replacement**. Frontier maintains full management and operational control (including passwords) of the Frontier Customer Premises Equipment (“CPE”).  Frontier coordinates required software updates and configuration changes to Frontier CPE.  As needed, Frontier technicians will work remotely with Customer to diagnose failures and determine if the Frontier CPE should be replaced or repaired.  Frontier CPE shall be replaced or repaired.
      3. **Exclusions**.  Frontier has no responsibility with respect to:  (i) electrical work external to the Router, including but not limited to power or back-up power to or from the Router; (ii) Router failures caused by factors not related to the Router or outside Frontier’s control, including but not limited to failure of the Service Location or any of Customer’s other network equipment or facilities to conform with Frontier’s specifications; (iii) use of the Router for any purpose other than as intended by the manufacturer;  (iv) damage caused by anyone other than an Frontier employee or representative; (v) Router supplies, accessories, painting, or refurbishing; and (vi) any activity related to anything not furnished by Frontier, or use of Router which fails to conform to manufacturer or Frontier specifications.

1. **Equipment or Software Not Provided by Frontier**. Customer must (a) provide a CPE necessary to access Frontier Service, (b) configure, install, manage, monitor, and maintain all such equipment, and (c) manage certain elements of its Internet access
   * + 1. Upon notice from Frontier that the facilities, services, equipment or software not provided or approved by Frontier is causing or is likely to cause hazard, interference or service obstruction, Customer shall immediately eliminate the likelihood of hazard, interference or service obstruction. If Customer requests Frontier to troubleshoot difficulties caused by the equipment or software not provided by Frontier, and Frontier agrees to do so, Customer shall pay Frontier at its then current rates.
       2. Frontier reserves the right to approve/reject the make, model and or software of the Customer-provided router. Frontier will identify for Customer makes or models of routers and modems with which it has experience, but no such information shall be deemed a recommendation, representation or warranty with respect to such equipment.
2. **Frontier Equipment**. Upon termination of this Schedule, all Frontier property shall be returned to Frontier in the same condition as installed, normal wear and tear excepted.  Customer will not tamper with, remove or conceal any Frontier identifying plates, tags or labels. In the event Frontier property is not returned to Frontier in accordance with this Section, Customer will be billed for and pay to Frontier an amount equal to the retail value of the Frontier property, except to the extent such failure is caused by the negligence or willful misconduct of Frontier or its agents.
3. **Frontier Vendors**. Customer agrees that the Service provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier’s vendors).

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

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

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

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

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

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

**8.** **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.

**9**. **Service Level Agreement.** The DIA Service Level Agreement for DIA is attached hereto and incorporated herein as Exhibit 1.

**Exhibit 1-Dedicated Internet Access Service Level Agreement**

The terms of this SLA apply exclusively to the Dedicated network elements directly within Frontier’s management responsibility and control (“On-Net Service”).

**1. Operational Objectives**

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

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

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

1. **Mean Time to Repair (MTTR)**: MTTR is a monthly calculation of the average duration of time between Trouble Ticket initiation (in accordance with Section 2B) and Frontier’s reinstatement of the DIA Service to meet the Availability performance objective. The MTTR objectives, and credits applicable to a failure to meet such objectives, are outlined in **Table 1B**, subject to Sections 3 and 4 below.
2. To the extent applicable, the Customer is entitled to one Service Credit per Service Outage (i.e. for either the higher of Circuit Availability credit or Mean Time to Repair credit, if applicable). If applicable, the On-Time Provisioning credit would be in addition to the Service Outage credit.

**2. Service Outage Reporting Procedure.**

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

**3. Credit Request and Eligibility.**

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

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

**Exhibit B-2 MANAGED FIREWALL**

1. **SERVICE DESCRIPTION**
2. **Advanced Level Service Package.** The Managed Firewall Advanced-Level Service Package includes three additional capabilities of *Antivirus Antimalware* that protects against known threats from entering the network, *Web Content Filtering* that controls the content an user can view, and *Intrusion Prevention* that detects to prevent anomalous network traffic.
3. This Service Schedule incorporates by reference the complete Managed Firewall Service supplemental terms and conditions at <https://enterprise.frontier.com/MFW-Service-Agreement.pdf> as an integral part of the Schedule. In the event of any conflict solely regarding this Service, between this Schedule and Managed Firewall Service supplemental terms and conditions, precedence shall follow in that order. In the event this Schedule addresses an exception to Managed Firewall Service supplemental terms and conditions the modification shall apply exclusively to the applicable Service Schedule.
4. **CUSTOMER OBLIGATIONS**

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

1. Designate infrastructure resources to allow for installation of firewall
2. If required, provide the infrastructure resources which allow installation of the virtual appliance(s)
3. Provide Frontier with appropriate network access and protocols to securely reach firewall virtual appliance(s)
4. Provide available resources to work with Frontier to properly integrate security solution into Customer’s environment. This may include Customer input for baseline traffic, rules, policies, tuning and reporting
5. Provide physical access to firewall for purposes of Hardware Maintenance Support and Hard MACD activity
6. **CONTENT RESTRICTIONS**

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

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

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

**Addendum A - managed firewall incremental and professional services scope of work (SOW)**

**1. OVERVIEW**

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

**2. T&M RATES**

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

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

**3. CUSTOMER RESPONSIBILITIES**

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

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