**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 Installation Site:**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Street Address: | **{{ServiceStreet}}** | | **Schedule Date:** | | **{{Schedule\_Date}}** |
| City,State, Zip: | **{{ServiceCity}} {{ServiceState}} {{ServicePostalCode}}** | |  | |  |
| **Schedule Type/Purpose:** | | **{{ScheduleType}}** | |

A detailed description of the materials (“Equipment”) and labor (“Services”) is provided in Quote # {{QuoteNumber}}, dated {{Schedule\_Date

}}, incorporated herein by this reference.

**{{#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}}** |

1. This Schedule is subject to Frontier performing a customer credit check at Frontier’s discretion.  Frontier will perform a credit check promptly after Customer signs this Schedule unless Frontier determines, in Frontier’s discretion, that Customer is prequalified. Frontier will provide confirmation of a credit check to Customer promptly after the credit check.  If the credit check is not sufficient as determined by Frontier, Frontier will notify Customer. Customer will be required to agree to an alternative payment method acceptable to Frontier (for example, pre-payment of all or a portion of the NRC) otherwise Frontier is not obligated to provide the services and / or equipment under this Schedule and Frontier shall have no other obligation or liability with respect to this schedule.
2. Acceptance. Customer will execute a certificate of acceptance upon Frontier’s completion of installation activities, or the Equipment will be deemed accepted five (5) days following Frontier’s completion of installation activities if Customer has not notified Frontier of a problem related to such Equipment.
3. Title. Title to the Equipment will transfer only upon full payment to Frontier. Customer grants a security interest in the Equipment to Frontier, pending full payment, and shall take all additional measures necessary to perfect such security interest at Frontier’s request.
4. Warranty. The Equipment warranty, if any, is provided per the applicable manufacturer documentation and/or policies. Frontier will assist Customer with any defective Equipment warranty claims for a period of thirty (30) days after installation. Frontier warrants all workmanship performed by Frontier employees or its agents for a period of one (1) year from project completion. This warranty does not apply to any failure caused by misuse or abuse, vandalism, accident, environmental conditions, or any other cause outside Frontier’s control. Frontier does not guarantee, warrant, or imply (a) any liability for equipment or materials that are supplied by Customer or a third party or are covered by a manufacturer’s warranty, or (b) the availability of replacement parts. **EXCEPT AS SPECIFICALLY SET FORTH IN THIS SCHEDULE, ALL EQUIPMENT PROVIDED BY FRONTIER IS PROVIDED “AS IS” WITHOUT WARRANTIES OF ANY KIND. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO ITS FACILITIES, TRANSMISSION EQUIPMENT, DATA AND SERVICES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION.**
5. Limitations. 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 Equipment 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.

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 Equipment or Service. This Schedule, and all terms and conditions of the Agreement, is the entire agreement between the parties with respect to the purchase of Equipment and Services 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. In the event of a conflict in terms, the terms and conditions will be interpreted based on the following order of precedence: (1) the FSA, (2) this Schedule, and (3) the Quote referenced above.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Frontier Communications of America, Inc.** | |  | {{**Subscriber\_Name**}} | |
| ***Frontier’s Signature:* {{Signer2Signature}}**  *dl.signhere.2* | | ***Customer’s Signature:* {{Signer1Signature}}**  *dl.signhere.1* | |
| **Printed Name:** | {{Signer2FullName}} | **Printed Name:** | {{Signer1FullName}} |
| **Title:** | {{Signer2Title}} | **Title:** | {{Signer1Title}} |
| **Date:** | {{Signer2Date}} | **Date:** | {{Signer1Date}} |