**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 identified in the Schedule below.

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| --- | --- |
| **Cyber Center Location: 120 N. Plymouth Ave., Rochester NY 14608** | **Schedule Date: {{Schedule\_Date}}** |
|  | **Service Term: {{ContractTerm}}** |

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

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

**{{/LIServiceAddress}}**

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

**SUPPLEMENTAL TERMS AND CONDITIONS**

1. Space & Power.
2. Frontier grants to Customer a nonexclusive, non-transferrable, non-sublicense-able, limited license to install computer and communications equipment owned or leased by Customer **(“Customer Equipment”)** within the Space specified above, which Space is located within the Frontier controlled Cyber Center identified above. Customer hereby acknowledges and agrees that this Schedule does NOT grant a real property interest in the Space or any portion of the Cyber Center, and that Customer has no rights as a tenant under any real property or landlord/tenant laws, regulations or ordinances.
3. Frontier will provide the power identified above; provided that Frontier does not guarantee that such power will be provided without interruption. At Customer’s request, Frontier will make reasonable efforts to furnish additional power if necessary to meet the reasonable requirements of Customer. If agreed, the parties will execute a modification to this Schedule to identify such additional power and the associated charges. The parties will exercise reasonable efforts to avoid any unnecessary interruptions and, where required, will work with each other to plan and coordinate necessary utility interruptions.
4. FRONTIER MAKES NO WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER HAS INSPECTED THE SPACE, ACCEPTS THE SAME “AS IS” AND AGREES THAT FRONTIER IS UNDER NO OBLIGATION TO PERFORM ANY WORK OR PROVIDE ANY MATERIALS TO PREPARE THE SPACE OR THE CYBER CENTER FOR CUSTOMER
5. Environment. Frontier will provide services that support the overall operation of the Cyber Center (e.g. janitorial, environmental systems maintenance and power plant maintenance), at no additional charge.
6. Access. Subject to Frontier’s reasonable security measures, as may be modified by Frontier from time to time upon written notice, Frontier will provide Customer access to the Space 24 hours a day, 7 days a week, every day throughout the Service Term so that Customer may perform installation, operation, maintenance, replacement and repair functions related to the Customer Equipment. Customer will provide full and free access to Frontier to the Space at all times. Customer is responsible for the actions of all who access the Cyber Center on Customer’s behalf, or who otherwise access the Cyber Center utilizing Customer’s key or key card.
7. Installation. Customer shall (a) perform installation and related work in a professional and safe manner consistent with applicable equipment manufacturers’ specifications and other reasonable requirements established by Frontier; (b) perform all work so as to minimize interference with the operation of the Cyber Center and the occupants’ activities and businesses; (c) be responsible for safety conditions in the areas of work performance at all times; and (d) upon completion of installation, leave the Cyber Center clean and free from all materials, tools, and equipment not required after installation and from all rubbish and debris which results from installation. Frontier will have the right to order Customer to prevent or stop installation activities, without liability to Frontier, if such activities, within Frontier’s sole judgment, will interfere or are interfering with the operation of the Cyber Center or the occupants’ activities.
8. Equipment. The Customer Equipment must belong to or be leased by Customer, and is located in the Space at the sole risk of Customer. Customer will label or bar-code all Customer Equipment. Frontier will not be liable for damage, theft, misappropriation or loss, except to the extent caused by Frontier’s gross negligence or willful misconduct. Customer, at its sole expense, will ensure that the Customer Equipment is maintained and repaired to avoid hazard or damage to the Space and Building or injury to Frontier employees, agents, suppliers, other tenants or the public. Except as specifically agreed in writing, Frontier has no responsibility for maintenance or repair of the Customer Equipment. IN NO EVENT WILL FRONTIER BE LIABLE TO CUSTOMER FOR ANY DAMAGES, DIRECT OR INDIRECT, TO CUSTOMER EQUIPMENT ARISING OUT OF CUSTOMER’S USE OF THE SPACE OR THE SERVICES PROVIDED HEREUNDER, EXCEPT TO THE EXTENT SUCH DAMAGES ARE THE DIRECT RESULT OF FRONTIER’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. At the expiration or earlier termination of this Agreement, Customer will remove the Customer Equipment and Customer’s personal property from the Cyber Center in a neat and orderly manner, and repair all damage caused by such removal, excluding normal wear and tear, at Customer’s sole expense. Any property not so removed within thirty (30) days after the expiration or termination of this Agreement will be deemed abandoned and the property of Frontier, and Customer will be liable for all costs incurred by Frontier from removing the Customer Equipment and repairing the Cyber Center as a result thereof.
9. Use. Customer will use the Space and the Customer Equipment for the purposes of receiving and transmitting communications services for Customer’s own business use and not for resale. Customer agrees that the Customer Equipment and Space in the Cyber Center will not be used to provide telephone, Internet or communications services to third parties. Customer will not prohibit or interfere with the use of the Cyber Center or any portion thereof by Frontier or other occupants. Customer will not sublicense, lease, rent, share, resell or allow the use of the Customer Equipment or Space, in whole or in part. Frontier reserves the right at all times during the Service Term to suspend Customer’s access to the Cyber Center and any and all services (including but not limited to electrical power), or to remove, change or otherwise terminate the operation of the Customer Equipment installed in the Space without notice if Frontier deems, in its sole reasonable discretion, that suspension is necessary, either (i) to protect the public or Frontier's personnel, agents, Cyber Center or services from damage or injury of any kind, or (ii) because Customer’s use of the Space violates any law, rule or regulation. Frontier will use reasonable best efforts to notify Customer promptly of any such suspension, and will cooperate with Customer to remedy the situation and resume such access and services in a timely manner. Customer hereby covenants and warrants: (a) to keep the Space and the Customer Equipment in good order, repair and condition throughout the Service Term and to promptly and completely repair all damage to the Cyber Center caused by Customer, reasonable wear and tear excepted; and (b) to comply with federal, state and municipal laws, orders, rules and regulations applicable to its activities and the Customer Equipment.
10. Relocation. Frontier will have the right to change the assigned Space during the Service Term in its sole reasonable discretion. In such event, Frontier will provide Customer with advance notice (reasonable under the circumstances) of the need to relocate, and the parties will meet to agree upon the activities required for such relocation. Frontier will be responsible for all costs related to meeting its obligations under this Agreement as respects the newly assigned Space. Customer will be responsible for all costs of relocating the Customer Equipment. If Customer and Frontier are unable to agree upon the terms of such relocation, Customer may terminate this Schedule upon thirty (30) days prior written notice without further liability. If Customer fails to either terminate or relocate in a timely manner, Frontier may either relocate the Customer Equipment to the assigned Space at Customer’s expense or terminate this Schedule without further liability.
11. Insurance. Customer shall maintain appropriate insurance with limits sufficient to cover its Customer Equipment and activities within the Cyber Center; provided that Customer shall at minimum maintain general liability insurance with a combined single limit of $2,000,000. Such insurance shall be issued by reputable and financially sound insurance companies authorized to do business in the state where the Cyber Center is located and with an A.M. Bests Rating of A IX or better. THE MINIMUM LIMIT OF INSURANCE COVERAGE SET FORTH ABOVE SHALL NOT IN ANY WAY RESTRICT OR DIMINISH CUSTOMER’S LIABILITY UNDER THIS SCHEDULE. Customer's insurance shall be considered primary and not excess or contributing with any other applicable insurance.
12. Obligations of Customer.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.
13. Equipment or Software Not Provided by Frontier.

A. 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.

B. Frontier reserves the right to approve/reject the make, model and or software of the Customer-provided router and modem to be used as the gateway to the Frontier network. 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.

C. Frontier and Customer will cooperatively establish the initial configuration for the Customer-provided router’s interface with the Frontier network.

D. Customer shall permit Frontier to access the router’s SNMP variables, and Customer shall, at Frontier’s request, permit one or more Frontier network management systems to be the recipient of SNMP TRAP messages.

E. Frontier may, from time to time, procure Services or facilities from an affiliate of Frontier, and in doing so, may act as an agent and not a principal for the affiliated entity with respect to the procurement and provision of the Service or facility. The Service or facility may be provided by an affiliate or vendor that is a common carrier, in which case the provision of the service or facility may be provided pursuant to terms and conditions stated in a filed federal or state tariff, which Customer agrees will govern the provision of the service or the facility.

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 applicable taxes, fees or surcharges. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties 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}}** | |
| ***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}} |