**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}}**  **SPOC: {{SPOC}}** |  |  | **Schedule Date: {{ScheduleDate}}** |
| **Schedule Type/Purpose: Order for new Services** |  |  | **Service Term: {{ServiceTerm}} Months** |

**{{#SA}}**

**Service Location**: **{{ServiceAccountName}}**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Firewall services** | **Quantity** | | **MRC** | | **Total MRC** | **NRC** |
| **{{#MF}} {{ProductName}}**  {{**ATTR\_FIREWALL\_MODEL**}} | **{{Quantity}}** | **{{RecurringCharge}}** | | **{{RecurringChargeTotal}}** | | **{{OneTimeCharge}} {{/MF}}** |

**{{#ADD}}**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Additional Services** | **Quantity** | | **MRC** | | **Total MRC** | **NRC** |
| **{{#ADDON}}{{ProductName}}**  {{**ATTR\_TIME\_MNGT**}} | **{{Quantity}}** | **{{RecurringCharge}}** | | **{{RecurringChargeTotal}}** | | **{{OneTimeCharge}}{{/ADDON}}** |

**{{/ADD}}**

**{{/SA}}**

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

1. **SERVICE DESCRIPTION**
2. **Business Level Service Package.** The Managed Firewall Business-Level Service Package includes four Fortinet protection features of IPSec VPN that enables remote user access to corporate networks and replaces the need to purchasing and maintain separate remote application solutions, Stateful Firewall that inspects individual data packets to enforce policies, Application Control that Identifies applications and protocols to allow, restrict or deny access based upon defined policies, and Remote Worker Network Access with FortiClient VPN software.
3. **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.
4. **Enterprise Level Service Package.** The Managed Firewall Enterprise-Level Service Package includes all features from the Business and Advanced packages plus five additional capabilities of DNS Filtering that looks at the actual DNS resolving to ensure different IP of the sites are blocked, Cloud Sandboxing that moves threats to a containerized environment and stops threats from reaching the protected network, Botnet Protection that prevents bad actors from utilizing the protected network to perpetrate attacks against other parties, Content Disarm ad Reconstruction that removes active content not matching to firewall policies, and Antispam that detects and filters spam traffic.
5. 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.
6. **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. **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.

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.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Frontier Communications of America, Inc.** | |  | **Insert Customer Full Legal Name** | |
| Signature: | {{FrontierSignature}} | Signature: | {{ClientSignature}} |
| Printed Name: | {{FrontierPrintedName}} | Printed Name: | {{ClientPrintedName}} |
| Title: | {{FrontierTitle}} | Title: | {{ClientTitle}} |
| Date: | {{FrontierDate}} | Date: | {{ClientDate}} |

**Exhibit 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).

Actively and promptly assist in data-gathering and providing