**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, subject to the terms and conditions of the FSA and this Schedule.

**Customer Information:**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Primary Address: | **{{** **ServiceStreet}} {{ServiceCity}} {{ServiceState}} {{ServicePostalCode}}** | | | | | **Schedule Date:** | **{{Effective\_Date}}** |
| Billing Address: | **{{BillingStreet}} {{BillingCity}} {{BillingState}} {{BillingPostalCode}}** | | | | | **Requested Install Date:** | **{{RequestedInstallDate}}** |
| Single Point of Contact (“SPOC”): | | | **{{SPOC}}** | **Phone:** | | | **{{Phone}}** |
| **Schedule Type/Purpose:** | | **{{ScheduleType}}** | | |

**{{#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. Lease/Financing Option:

* NO
* YES (if checked **the Payment Schedule will be 100% on Acceptance**, and the following terms apply)

Customer has entered into afinancing agreement with {{INSERT\_LENDER\_NAME}} (“Lender”). Frontier will exercise commercially reasonable efforts to cooperate with Lender, and will accept Lender’s payment pursuant to this Schedule on Customer’s behalf. Upon Frontier’s receipt of payment in full for the Equipment from Lender, Customer shall have no further interest in, or right to the Equipment except such interest as is set forth in any financing agreement between Customer and Lender. Notwithstanding the foregoing, Customer acknowledges and agrees that it is solely responsible to Frontier for the terms and conditions of this Schedule and Frontier is not responsible for, and bears no risk with respect to such financing agreement, including but not limited to Lender’s approval or rejection of Customer’s creditworthiness, or the performance under any such financing agreement by any party thereto. In the event Lender does not approve or otherwise fails to assume responsibility for payment, Customer will remain responsible to Frontier for all of the terms and conditions (including but not limited to charges) outlined in this Schedule.

1. Risk of Loss and Title. Risk of loss for the Equipment, including financial responsibility for damage and loss, shall pass to Customer at the time of shipment. Title shall transfer upon full payment to Vendor. Customer grants a security interest in the Equipment to Vendor, pending full payment, and shall take all additional measures necessary to perfect such security interest at Frontier or Vendor’s request.
2. Insurance. While Customer holds risk of loss and until title for any piece of Equipment purchased hereunder passes to Customer, Customer shall maintain insurance with limits sufficient to cover the replacement cost of the Equipment, issued by reputable and financially sound insurance companies authorized to do business in the state where the Equipment 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 OR THE AGREEMENT. Customer will submit to Frontier a standard "Accord" insurance certificate (or comparable form acceptable to Frontier) signed by an authorized representative of such insurance company(ies), certifying that the insurance coverage(s) required hereunder are in effect. Said insurance certificate shall certify that no material alteration, modification or termination of such coverage(s) shall be effective without at least 30 days advance written notice to Frontier. All policies shall name Frontier as Additional Insured as respects Customer’s liability under this Schedule. Customer's insurance shall be considered primary and not excess or contributing with any other applicable insurance.
3. Limitation of Liability and Warranty.

a. **All Equipment is warranted pursuant to the Vendor’s standard warranty provisions, as outlined in the documentation packaged with the Equipment.** FRONTIER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY EQUIPMENT OR SERVICE, AND IS NOT RESPONSIBLE TO CUSTOMER IN ANY WAY OR FOR ANY REASON RELATED TO THE EQUIPMENT OR VENDOR SERVICES AGREEMENT. FRONTIER SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT OF THIRD-PARTY RIGHTS.

b. THE TOTAL LIABILITY OF FRONTIER IN CONNECTION WITH THIS SCHEDULE, FOR ANY AND ALL CAUSES OF ACTION AND CLAIMS, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, WILL BE LIMITED TO THE LESSER OF: (i) DIRECT DAMAGES PROVEN BY CUSTOMER TO THE EXTENT CAUSED BY FRONTIER’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (ii) THE AMOUNT PAID BY CUSTOMER TO FRONTIER UNDER THIS SCHEDULE FOR THE ONE (1) MONTH PRIOR TO ACCRUAL OF THE MOST RECENT CAUSE OF ACTION.

c. 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 Vendor. 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.

1. Remedies for Default. In the event of Customer’s default hereunder or termination for any reason prior to Frontier’s receipt of payment in full, Frontier shall have the following remedies: (a) retain any payments made as liquidated damages; (b) enter the property where the Equipment is located and remove all or any part of the Equipment; (c) sell, lease or otherwise dispose of all or any part of the Equipment either before or after repair, at public or private sale, for the account of the Customer, Customer to be liable for the cost of repair and any deficiency; (d) at its option, with notice required by law, retain all or any part of the Equipment in satisfaction of the indebtedness of Customer; (e) commence, continue or defend proceedings in any court of competent jurisdiction for the purpose of exercising any of the rights, powers and remedies set out herein; and; (f) enforce any other right or remedy that Frontier may have under this agreement or by law.

**This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties.** 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, the documents incorporated herein by reference, and all terms and conditions of the FSA, comprise the entire agreement between the parties with respect to the purchase of Equipment and Services described herein, and supersede 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.** | |  | **{{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}} |

**Attachment 1**

**\***Only specifically identified Equipment and Licenses identified in this Attachment are included.

**\*\*\* Sales to delete this instruction, and paste pricing table from PPT or Quick Quote \*\*\***