**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 Maintenance Services identified below.

**Customer Information:**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Service Location: | | **{{** **ServiceStreet}} {{ServiceCity}} {{ServiceState}} {{ServicePostalCode}}** | | **Schedule Date:** | | **{{Effective\_Date}}** |
| Billing Address: | | **{{BillingStreet}} {{BillingCity}} {{BillingState}} {{BillingPostalCode}}** | | **Service Term:** | | **{{ContractTerm}}** |
| 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}}** |

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| --- | --- | --- |
| **911 PLAN - SERVICE DESCRIPTION** | | |
| Maintenance Hours | | Major issues: 7 x 24 x 365  Minor issues: 8:00 am and 5:00 pm Monday through Friday, excluding holidays |
| Moves, Adds, Changes | | Hourly Rate |
| Equipment Repair and Return | | All Purchased Equipment |
| Software Assurance | | Available for an Additional Charge |
| Response Time | | Major – 2 hours |
| Minor - next business day |
| **Service Limitations and Conditions:**   * Maintenance Service does not include any level of support related to wiring, telephone jack(s), batteries, generators or UPS units. * Customer is responsible for ensuring that all equipment is at current manufacturer supportable software release prior to Frontier providing maintenance Services. * A Network Monitoring Probe is required for all monitored equipment, unless Frontier specifically waives this requirement. * Preventive Maintenance will be provided remotely or on site * “**Response**” means remote restoral efforts or technician dispatch * Frontier is not responsible for damages due to acts of god, power or grounding issues, battery failure, water, environmental (temperature/humidity), or any other cause outside its control. * System Administration and Voice Mail password activity are not included with Maintenance Services, but may be requested by Customer and subject to current time and materials rates. * Maintenance Services for Minor issues provided outside of Maintenance Hours at Customer’s request will be charged at current time and materials rates. | |

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. Frontier will provide maintenance and repair services with respect to the Equipment (“**Maintenance Services**”) at the Installation Site. Only authorized agents and representatives of Frontier may perform such work. Any repair, alteration, configuration or servicing of the Equipment by Customer or third parties without the written consent of Frontier is a default of this Agreement and cause for termination of Maintenance Services, in whole or in part, at Frontier’s option.
3. During the Service Term, Frontier will maintain a point-of-contact twenty-four (24) hours a day, seven (7) days a week for Customer to report a problem with the Equipment to Frontier. When a problem occurs, after Customer has ascertained that it is not a result of an act or omission of Customer, Customer’s equipment or facilities, or any third party or their facilities, Customer must contact Frontier to identify the problem and initiate an investigation (“**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 and severity of the problem. Frontier and Customer will cooperate to restore the Equipment to operational condition. If the source of the problem is within the Equipment, Frontier will be responsible for the repair or replacement of the Equipment, in Frontier’s sole discretion. If the source of the problem is not the Equipment, at Customer’s request Frontier will cooperate with Customer to conduct testing and repair activities, subject to Frontier’s standard technician rates.
4. Frontier will exercise commercially reasonable efforts to isolate any problems with the Equipment and to restore such Equipment to ordinary operational condition within the Response Time, identified in the Service Description table above, following receipt of Customer’s notification that the Equipment is inoperative.
5. A Trouble Ticket will be categorized as “**Major**” if the Customer is experiencing a complete loss of call processing due to a problem with the Equipment or any of the following circumstances: (i) 25% or more of the Equipment stations are inoperable; or (ii) loss of 25% or more of the call carrying capacity of the Equipment; or (iii) a complete loss of ANI or ALI processing capability. Frontier will use commercially reasonable efforts to respond to Customer's request within two (2) hours from the time a Trouble Ticket is initiated, and will complete the necessary repairs to the Equipment as soon as reasonably practicable.
6. All other Trouble Tickets will be categorized as “**Minor**”, and Frontier’s policy is to respond to Customer's request during Maintenance Hours, within one (1) business day from the time a Trouble Ticket is initiated, and will complete the repairs as soon as reasonably practicable.
7. If Frontier, in its sole discretion, determines that a unit of Equipment needs to be replaced, such Equipment will be replaced with equipment of like kind and functionality from a manufacturer of Frontier’s choice at the time of replacement (“**Exchange Unit**”). The Exchange Unit may not be new but will be in good working order and of like kind and functionality. If Customer owns the Equipment, at the time of exchange title to the Exchange Unit will transfer to Customer, and Frontier will assume title to the replaced unit. The replaced unit will be returned to Frontier’s inventory at Frontier’s expense. Customer shall ensure that the failed Equipment is free of encumbrances at the time of the exchange. Customer further agrees to remove all external attachments or objects from the unit of equipment to be replaced before the time of exchange. Customer relinquishes all rights to such removed Equipment to Frontier.
8. Maintenance Service does not include or apply to: (i) electrical work external to the Equipment, including but not limited to power or back-up power to or from the Equipment; (ii) Equipment failures caused by factors not related to the Equipment or outside Frontier’s control, including but not limited to failure of the applicable Installation Site to conform with Frontier’s specifications; (iii) use of the Equipment for any purpose other than as intended by the manufacturer; (iv) damage caused by attempted maintenance or repairs performed by anyone other than an Frontier employee or representative; (v) Equipment supplies, accessories, painting, or refurbishing; and (vi) any activity related to anything not furnished by Frontier, or use of Equipment with other equipment which fails to conform to manufacturer or Frontier specifications.
9. Frontier may modify any of the maintenance charges at any time during the term of this Agreement by providing thirty (30) days prior written notice to Customer. Frontier may elect to assign billing functions to a third party.
10. Customer agrees that the 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.
11. If Maintenance Services are subject to an annual payment schedule, the initial annual payment will be included in the initial invoice and Frontier will invoice each subsequent annual payment approximately thirty (30) days prior to the anniversary of the date of Acceptance.

**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.

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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}} |

**Attachment 1**

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