This Frontier Services Marketing Agreement (the “**Agreement**”) is made as of {{Effective\_Date}} (the “**Effective Date**”) by and between Frontier Communications of America, Inc., on behalf of the incumbent local exchange carrier and service affiliates, which provide services to the individual Property addresses (the “**Living Units**”) identified in the Schedules attached hereto (referred to herein as “**Frontier**”), and {{Legal\_Name}}, a {{StateCompanyFormed}} {{Entity\_Type}} whose address is {{LegalStreet}}, {{LegalCity}}, {{LegalState}}, {{LegalPostalCode}} (referred to herein as **“Property Owner**;**”** each of Property Owner and Frontier are sometimes referred to herein as a “**Party**” and collectively as the “**Parties**”).

**1.** **Appointment as Exclusive Marketing Representative.** This Agreement is intended to set forth an exclusive marketing relationship between Property Owner and Frontier, as described herein. Property Owner agrees to market and promote the Resident Services, as defined below, and Property Owner agrees to act exclusively on behalf of Frontier, for the marketing and promotion of both (i) Frontier’s available telecommunications services, including voice (“**Voice Services**”), data (“**Data Services**”), video (“**Video Services**”) and Frontier secure services (“**Frontier Secure**”), as more fully described on applicable Frontier service descriptions (collectively, the “**Resident Services**”); and (ii) Frontier’s authorized partners’ video services. The Resident Services offered by Frontier at the property identified in Schedule A (hereafter “**Property**”) may be revised from time to time by Frontier upon written notice to Property Owner. For avoidance of doubt, Property Owner shall only market Frontier’s telecommunications services at the Property, and Property Owner shall not market other competitors’ services similar to the Resident Services. As used herein, the term “**Resident**” shall refer to the resident or tenant at a given Property to whom Resident Services are marketed or sold. The “**Property Effective Date**” shall be the date when the Property is ready to receive Resident Services, provided a validly issued Certificate of Occupancy is in full force and effect. For buildings added to the Property after the Effective Date by way of a mutually approved written amendment to this Agreement (e.g., an existing condominium complex or apartment building listed on Property form is expanded after the Effective Date of the initial Living Units on the Property form with a new wing or additional premises), the Property Effective Date for the added buildings will be set forth in an amendment. For new construction, Property Owner shall furnish to Frontier a Certificate of Occupancy for each new residential building on the Property promptly after issuance.

**2. Compensation.** Provided Property Owner is in material compliance with its obligations under this Agreement, in Frontier’s sole determination, Frontier will compensate Property Owner for performing in accordance with this Agreement pursuant to the terms and conditions set forth in Schedule B (hereafter “**Compensation**”).

No Compensation shall be paid to Property Owner until Frontier receives an updated address list of all Living Units at the Property and a completed IRS Form W-9 from the Property Owner wherein all information (including the Payee name and Federal Tax Identification Number (Taxpayer ID)) matches the IRS records for the listed payee. All Compensation will be based on Frontier’s summary billing records as established by Frontier’s verification of the address information provided in Excel format by the Property Owner.

**3.** **Term; Termination.**

a. The “**Term**” of this Agreement shall begin on the Effective Date and shall expire {{ContractTermYrs}} years after the Property Effective Date set forth in Schedule A. Upon expiration of the Term, the Agreement, shall automatically extend for successive one (1) year periods (each a “**Renewal Term**”) unless either Party gives the other written notice of its intent to not extend at least ninety (90) days prior to the end of the then-current Term.

b. (i) If Property Owner is in violation of any of the terms, conditions or covenants of this Agreement, and fails to cure such violation within thirty (30) days of Property Owner’s receipt of written notice of such breach, then Frontier may terminate this Agreement immediately upon written notice. In the event additional Properties have been added by way of amendment, Frontier may only elect to terminate the Property affected by the breach (and thus eliminate the Property from the scope of this Agreement) upon written notice to Property Owner following thirty (30) days’ written notice of the breach and failure to cure same to the reasonable satisfaction of Frontier within such 30-day period.

(ii) If Frontier is in material violation of any of the terms, conditions or covenants of this Agreement, and fails to cure such violation within thirty (30) days of Frontier’s receipt of written notice of such breach, then Property Owner may terminate this Agreement immediately upon written notice.

c. (i) Frontier may terminate this Agreement for any reason upon sixty (60) days’ prior written notice to Property Owner, without liability.

(ii) Property Owner may terminate this Agreement for any reason upon sixty (60) days’ prior written notice to Frontier, subject to any Early Termination Fees outlined in Section 3(d), as applicable.

d. (i) Upon expiration or termination, or assignment by Property Owner (with Frontier’s prior written consent, pursuant to Section 13), of the Agreement, or transfer by Property Owner of a controlling interest in the Property to a third party, all of Property Owner’s rights to applicable Compensation for periods from and after the date thereof shall cease, and Property Owner shall only be owed Compensation for prior periods, pro-rated for a partial month if said event occurs prior to the end of the given calendar month, subject to the other terms of this Agreement.

(ii) Frontier will be entitled to recapture a ratable portion of all Initial Property Marketing Fees (as defined on Schedule B) previously paid to Property Owner in the event Frontier terminates this Agreement due to a breach by Property Owner, pursuant to Section 3(b)(i) of this Agreement. The amount of Initial Property Marketing Fees eligible for recapture under this Section 3(d)(ii) will be determined by multiplying the Initial Property Marketing Fees by a fraction, the numerator of which is the number of months remaining in the Term and the denominator of which is the total number of months in the Term. Without limiting the foregoing, in the event Frontier terminates this Agreement under this Section 3(d)(ii) due to a breach by Property Owner of the non-competition provisions of this Agreement, then the amount eligible for recapture under this Section 3(d)(ii) shall be 100% of the Initial Property Marketing Fees, without pro-ration.

(iii) Frontier will be entitled to recapture a ratable portion of the Initial Property Marketing Fees previously paid to Property Owner in the event (a) Property Owner terminates the Agreement pursuant to Section 3(c)(ii) of this Agreement; or (b) Property Owner transfers a controlling interest in the Property without assigning and causing such transferee to assume the Agreement in a manner satisfactory to Frontier (which may include such third party entering into a written agreement with Frontier comparable to this Agreement). The amount of Initial Property Marketing Fees eligible for recapture under this Section 3(d)(iii) will be determined by multiplying the Initial Property Marketing Fees by a fraction, the numerator of which is the number of months remaining in the Term and the denominator of which is the total number of months in the Term.

(iv) Property Owner shall pay Frontier the recaptured Initial Property Marketing Fees, within five (5) business days of Frontier’s written notice to Property Owner requesting payment thereof pursuant to the above provisions. Frontier may offset and reduce, and retain, the amount of any Initial Property Marketing Fees eligible for recapture from any future payments owed to Property Owner for any purpose and under any agreement, without further notice, as a means of collecting amounts owed.

e. Notwithstanding any termination or expiration of this Agreement, any right of entry or other access granted to Frontier with respect to a Property shall remain in effect, shall not be terminated, and Property Owner shall allow Frontier continued access to provide Resident Services, as well as other services provided by Frontier, to the Property. This obligation of Property Owner shall survive termination of this Agreement.

**4. Property Owner Representations and Warranties.** Property Owner represents and warrants to Frontier that:

a. Property Owner is not a party to any exclusive sales or marketing agreement for telecommunications services, including voice, data, or video Services, an exclusive use of wiring agreement, or a bulk services arrangement with any other provider of services similar to the Resident Services covered in this Agreement and that nothing in this Agreement, or any Schedule hereto, conflicts with any legal obligation to which it is bound;

b. Property Owner has valid title to the Property (or Properties, if applicable) listed on Schedule A and has the authority to perform its obligations under this Agreement;

c. Property Owner owns or controls the telecommunication services marketing rights to each Property listed on Schedule A, and that no other person or entity has any rights to receive marketing fees paid in connection with the marketing of services similar to the Resident Services to Property; and

d. Without limiting the foregoing representations, Property Owner has the lawful right to access and grant Frontier access to the Property (or Properties, if applicable) in furtherance of providing Resident Services thereat.

**5. Marketing Program Obligations and Responsibilities.**

a. Marketing Obligations. Property Owner shall exclusively promote and market Frontier’s Resident Services to Residents and Property Owner shall not market or promote any services that are competitive with the Resident Services to any Resident at any Property. In all cases, Property Owner shall not enter into any exclusive access or bulk services agreement with another provider, and shall not otherwise grant any rights or licenses inconsistent with, or which materially impair or interfere with, Property Owner’s marketing obligations hereunder, or the Program (defined below). For the purposes of this Section, “**bulk services**” shall mean any or all voice, video, or data/internet access services provided to the Living Units at a discounted rate to which the Residents at the Property must subscribe, based upon an agreement between the Property Owner and a third-party service provider.

b. Marketing Program. At Frontier’s expense, Frontier will design and implement a Marketing Program (the “**Program**”) at the Property. Property Owner agrees to cooperate with Frontier in promoting the Resident Services to Residents in accordance with the Program. Such promotional activities may include, but not be limited to, the activities listed in this Agreement, which Frontier and Property Owner agree to review on an annual basis, and to revise, as appropriate, in order to ensure the success of the Program.

c. Signage and Display Collateral. At Frontier’s expense, Frontier will provide signage and display collateral and Property Owner will provide for placement in high-traffic areas at the Property including but not limited to and as applicable, the Property’s Visitor’s Center, Information Center, Business Center, Leasing Office, Fitness Center, Model Living Units (as used herein, the term “**Model Living Unit**” shall refer to each unoccupied unit at a Property used for Property Owner’s marketing purposes)and other mutually agreed upon locations. The Parties shall confer regarding the most efficacious location of all signage and display collateral, provided Frontier shall have the final determination as to exact positioning, which Property Owner shall comply with, subject to any restrictions imposed by applicable laws.

d. Promotional Materials. At Frontier’s expense, Frontier will provide promotional materials concerning Frontier’s Resident Services to Property Owner for distribution to Residents and prospective Residents. Property Owner shall place and display such materials in the Property areas such as the Visitor’s Center, Information Center, Business Center, Leasing Office, Fitness Center, Model Living Units and other mutually agreed upon high traffic locations. Property Owner shall include Frontier marketing materials in welcome kits or other information provided to prospective and new Residents at the Property. Property Owner will ensure that Frontier is specifically listed on all new move-in documentation.

e. Training. Property Owner shall permit Frontier to train Property Owner’s staff within 60 days following the Effective Date of this Agreement for the Property, or within 60 days following the opening of a Property’s Visitor’s Center, Information Center, Leasing Office or Model Living Units, whichever later occurs, and Property Owner shall cause its staff to attend these Frontier training sessions. Property Owner shall notify Frontier within 60 days following the hiring of new Property leasing personnel during the Term, and shall cooperate in the subsequent scheduling of training of such personnel in a timely manner. Frontier personnel or designated agents shall maintain regular contact with Property Owner regarding the marketing process. Training requirements and procedures, if any, for Property Owner’s staff and all marketing and promotional plans, schedules and activities shall be mutually determined by Frontier and Property Owner.

f. Other Promotional Activities. Property Owner shall have the option to promote Frontier’s Resident Services on the Property’s website and on external communications, subject to Frontier’s prior written approval, such approval not to be unreasonably withheld, and may work with Frontier in the development of additional, mutually agreeable promotional activities as may be implemented from time to time. Frontier shall also have the right to have its representatives come onto the Property at mutually agreeable times to assist with marketing and for on-site marketing events after completion of each phase of the project (if the Property is a new-build or there is a grand opening). The Parties reserve the right to increase the number of on-site activities during the Term if mutually agreed upon by the Parties. Frontier may leave door hangers, and/or market door-to–door at the Property.  Property Owner acknowledges its agreement to allow Property staff to participate in Frontier sponsored incentive programs and potentially receive incentive awards at the individual staff level.

g. Trademarks, Service Marks and Trade Names. Frontier may provide Property Owner with Frontier marketing materials for Property Owner’s use (“**Marketing Materials**”). All Frontier Marketing Materials provided by Frontier to Property Owner, and Frontier’s name, trademarks, service marks, label designs, product identifications, artwork, and other symbols and devices associated with this Agreement (collectively, the “**Frontier Marks**”) are and will remain the property of Frontier. Property Owner is authorized to use the Frontier Marks provided by Frontier as described in this Agreement only with Frontier’s prior written consent. Property Owner’s right to use the Frontier Marks is non-exclusive, non-assignable and non-transferable. All uses by Property Owner of the Frontier Marks inure solely to the benefit of Frontier. If Property Owner uses the Frontier Marks, Property Owner will strictly comply with any Frontier content or brand usage policies Frontier provides. Property Owner agrees that Frontier is authorized to use Property Owner’s marks and trade designations for the duration of the Term to communicate its association with Property Owner generally, or in connection with any Property. Property Owner agrees that Frontier may identify itself, on all marketing materials, including those referred to in Sections 5(c), 5(d) and 5(g), above, as Property Owner’s and/or the Property’s preferred or recommended provider of telecommunications services.

h. Access for Marketing Purposes. Property Owner will permit employees, agents, or contractors of Frontier reasonable access, at no charge, to the Property for marketing of the Resident Services set forth under this Agreement including, but not limited to, customer satisfaction surveys and promotional material provided by or approved by Frontier for the ordering of Resident Services.

i. Ordering of Resident Services. For the ordering of Resident Services, Property Owner shall direct Residents to request orders for Resident Services directly from Frontier in accordance with the promotional material provided by or approved by Frontier for the ordering of Resident Services.

j. Nature of Resident Services. Frontier shall have the sole discretion with respect to the addition, deletion, selection, distribution, provision, type and pricing of, and acceptance or rejection of offers to subscribe to, Resident Services. Property Owner shall not misrepresent the nature, characteristics, pricing, performance or availability of the Resident Services.

**6. Non-Exclusive Access.** Property Owner is not restricted by this Agreement from allowing any competitive local exchange carrier (CLEC), video service provider, or other service provider from having access to the Property or to provide services to Residents at a Property. Residents may select another service provider of their choice for their communications services and Property Owner shall not, in any manner, inform its Residents that they are restricted to using Frontier as their sole communications services provider.

1. **Property Access; Grant of Underlying Rights.**
   1. With respect to the Property, Property Owner shall provide Frontier with (i) access to, and use of, its buildings, facilities and infrastructure, including a compatible communications infrastructure (the **“Facilities**”), and (ii) all deeds, leases, easements, rights of way, licenses, franchises, permits, and other rights, titles or interests, necessary for the construction, installation, operation, maintenance and repair of the system to be deployed by Frontier under this Agreement in order to provide services to the Residents at the Property (the **“Network**”). Property Owner grants to Frontier an unlimited right of access to and use of the Facilities, seven (7) days per week, twenty-four (24) hours per day, including rights of ingress and egress, in connection with Frontier’s provision of the services, including but not limited to marketing, training, installation, maintenance, operation, repair and removal. Property Owner shall ensure that the Facilities include a communications infrastructure that is physically and technologically capable of distributing all Resident Services to designated locations. In the event extensive inside wiring or further communications build-out is necessary at a given premises, Property Owner shall bear the cost of installing same.
   2. The Facilities shall include all power connections necessary for the deployment, operation and maintenance of the Network. Frontier shall not be required to reimburse Property Owner for the costs of power associated with the development or operation of the Network. Frontier will be responsible for providing, at Frontier’s soleexpense, any filtering or regulation devices to correct any interference or potential electrical surges. The Parties will use their best efforts to avoid any unnecessary interruptions and, where required, will work with each other to plan and coordinate necessary service and utility interruptions so as to minimize disruptions to Frontier’s equipment and the Facilities.

c. Any equipment installed at a Property remains the personal property of Frontier or Frontier’s assignee, notwithstanding that it may be or become attached to or embedded in realty. Property Owner and its contractors or agents will not tamper with, remove or conceal any Frontier equipment, identifying plates, tags or labels.

d. Only authorized agents and representatives of Frontier may perform maintenance work. Any repair, alteration, configuration or servicing of Frontier’s facilities or equipment by Property Owner or third parties authorized by Property Owner, without the written consent of Frontier, is a default of this Agreement and cause for termination at Frontier’s option.

e. Frontier will manage its network in Frontier’s sole discretion, and reserves the right to substitute, change or rearrange any equipment or facilities used in delivering services at the Property.

1. The obligations of Property Owner under this Section 7 and the rights granted to Frontier hereunder, shall survive expiration or termination of this Agreement.

**8. Limitation of Liability and Warranty Provisions.**

a. The liability of Frontier and its affiliates related to this Agreement shall in no event exceed the total amount paid to Property Owner by Frontier under this Agreement relating to the Property(s) at issue during the prior six (6) months.

b. IN NO EVENT WILL FRONTIER OR ITS AFFILIATES BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, OR FOR ANY OTHER SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. FRONTIER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS, COST, CLAIM OR EXPENSE EXPERIENCED OR INCURRED BY PROPERTY OWNER OR THIRD PARTIES RESULTING DIRECTLY OR INDIRECTLY FROM THIS AGREEMENT, OTHER THAN ACTUAL DAMAGES RESULTING FROM FRONTIER’S OR ITS AGENTS’ WILFULL MISCONDUCT OR GROSS NEGLIGENCE UNDER THIS AGREEEMENT, SUBJECT TO SECTION 8(a).

## c. This Agreement 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. Property Owner agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that this Agreement will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right.

d. No action, regardless of form, arising out of this Agreement or the Schedules may be brought more than one (1) year after the cause of action has arisen or fees have been paid to Property Owner by Frontier, whichever is earlier. The Parties hereby waive the right to invoke any different limitation on the bringing of actions provided under state law.

**9. Indemnification.** Property Owner 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) to the extent arising out or relating to any claim, action or proceeding brought by any third party based upon: (i) Property Owner’s breach of this Agreement (ii) Property Owner’s negligence or willful misconduct in the performance of its obligations under this Agreement; (iii) any bodily injury (including illness or death) or property damage caused by Property Owner or associated with a Property; or (iv) any actual or alleged infringement of any third party’s trade secrets, trademark, copyright, patent or other intellectual property rights by Property Owner.

Frontier shall indemnify, defend and hold Property Owner and its affiliates, agents and contractors, 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) to the extent arising out or relating to any claim, action or proceeding brought by any third party based upon: (i) Frontier’s breach of this Agreement; (ii) Frontier’s gross negligence or willful misconduct in the performance of its obligations under this Agreement; or (ii) any bodily injury (including illness or death) or property damage caused by Frontier or anyone within its control or any Resident.  The obligations under this Section 9 are independent of any other obligation under this Agreement.

**10. Confidentiality.**

a. Both Parties agree that all terms and conditions set forth in this Agreement shall be considered confidential, and that details of the terms of this Agreement, shall not be disclosed to third parties, other than affiliates, employees, agents or contractors who have a need to know such information in the scope of their employment or engagement, without the prior written consent of the other Party, unless required by law (including disclosure by Frontier determined by Frontier’s professional advisors to be necessary or advisable under securities laws, accounting rules and/or regulatory agency rules or processes).

b. Pursuant to this Agreement, Property Owner and Frontier may disclose to each other information that is confidential in nature. Confidential Information includes, but is not limited to, the terms and conditions of this Agreement, technical or service-related information, financial information, price lists, data, customer lists, and business or marketing plans. Confidential Information is the exclusive property of the disclosing Party and may be used by the receiving Party solely to perform its obligations under this Agreement. Property Owner will not issue any press release or make any other public announcement regarding this Agreement or any relation between Property Owner and Frontier without Frontier’s written consent. In order to receive confidential treatment, all such information (hereafter “**Information**”) shall be either (i) clearly marked as confidential if written, or clearly identified as confidential if oral or (ii) reasonably understood by the recipient, based on the nature of the Information or the circumstances of disclosure, to be confidential or proprietary to the discloser. Except as required by law or regulation, Property Owner and Frontier agree not to disclose any Information to any third party and to keep Information in a secure place available only to employees, affiliates, contractors or agents who are subject to obligations of confidentiality no less restrictive than those set forth herein, and who need to know the Information for purposes of the business dealing between Property Owner and Frontier, and to use Information only in connection with such business dealings. This Section is enforceable by injunction.

c. Notwithstanding anything herein to the contrary, Frontier shall have the right to publicly identify Property Owner as a new customer of Frontier or an existing customer obtaining expanded or additional services from Frontier, as the case may be.

**11. Survival.** Upon termination or expiration of this Agreement the operative provisions of this Agreement necessary to enforce and or construe the Parties’ rights and obligations, and such other provisions which by their logical context would be expected to survive, shall survive any such termination or expiration, including without limitation Sections 3(e), 7, 8, 9, 10, and 15.

**12. Force Majeure.** In no event will Frontier or its affiliates be liable for any delay in performance directly or indirectly caused by events beyond their control, including, but not limited to: acts or omissions of Property Owner, its agents, employees or contractors; acts of God; acts of the public enemy; acts of the United States, a state or other political subdivision; fire, floods or other natural disasters; accidents; wars; labor disputes or shortages; and inability to obtain material, power, equipment or transportation.

**13. Assignment.** Except as provided herein or pursuant to operation of law, this Agreement may not be assigned by either Party without the other Party’s prior written consent. Without limiting the foregoing, this Agreement may not be assigned by either Party to a party who has not also correspondingly assumed and taken a permitted assignment of the Agreement from the assigning Party. Notwithstanding the foregoing, either Party may assign this Agreement without the prior written consent of the other Party to the successor to the business or assets of such Party relating to this Agreement, or to any corporation controlling, controlled by or under common control with such Party. Property Owner shall provide Frontier with written notice thirty (30) days’ prior to and within one (1) business day following the closing date of the contemplated transfer and transfer by Property Owner of a controlling interest in any Property.

**14. Competition.** Property Owner recognizes the availability of competitive alternatives for receiving the services and equipment provided under this Agreement either now or in the future, and has freely elected to enter into this Agreement understanding its terms.

**15. Governing Law.** This Agreement shall be governed by and construed according to the laws of the State of New York, without regard to its conflicts of laws’ provisions. Any related litigation may be brought in any State or Federal courts of competent jurisdiction within such State. Property Owner and Frontier consent to personal jurisdiction in such courts.

**16. No Waive**r. If either Party fails, at any time, to enforce any right or remedy available to it under this Agreement, that failure shall not be construed to be a waiver of the right or remedy with respect to any other breach or failure by the other Party.

**17. Severability.** A declaration by any court, or other binding legal source, that any provision of this Agreement or any Schedule is illegal and void, will not affect the legality and enforceability of any other provisions of this Agreement, unless the provisions are mutually dependent.

**18. Notice.** Any written notice either Party may give the other concerning the subject matter of this Agreement shall be in writing and given or made by means of certified or registered mail, electronic mail, express mail or other overnight delivery service, or hand delivery, proper postage or other charges paid and addressed or directed to the respective parties as follows:

**To Property Owner:**

At Property Owner’s address shown on the first page of this Agreement

Attn: {{Legal\_Name}} {{LegalStreet}}, {{LegalCity}}, {{LegalState}}, {{LegalPostalCode}}

[E-mail](mailto:aweinrich@kipany.com): {{PropertyOwnerEmail}}

**To Frontier:**

Frontier Communications of America, Inc.

Attn: LaWanna Miller, Director, Alternate Channel Operations

7979 Belt Line Rd., Cube S1B29

Irving, TX 75063

E-mail: lawanna.miller@ftr.com

*With a copy to:*

Frontier Communications of America, Inc.

8001 West Jefferson Blvd.

Fort Wayne, IN 46804

Attn: Greg Anderson, Vice President, Alternate Channels

E-mail: GA3203@ftr.com

Such notice shall be deemed to have been given or made upon the date of delivery, as confirmed by the courier, if given by hand; on the delivery date confirmed by the carrier, if sent by certified or registered mail or express service; or on the e-mail date (provided, electronic delivery shall be deemed given on the next business day if sent either on a non-business day or on a business day but after 5:00 pm, receiving Party’s time), unless an electronic undeliverable message has been received. Each Party hereto may change its address by a notice given to the other Party in the manner set forth above.

**19. Independent Contractor Relationship.** Each Party understands and agrees that it and its personnel are not employees of the other Party, and that each Party is an independent contractor hereunder for all purposes and at all times.

**20. Dispute Resolution.** Except as otherwise specifically provided in or permitted by this Agreement, all disputes, differences of opinion or controversies arising in connection with this Agreement shall first be resolved through good faith negotiation to arrive at an agreeable resolution. If, after negotiating in good faith for a period of thirty (30) calendar days, or any agreed further period, the Parties are unable to resolve the dispute, then the Parties may seek resolution by exercising any rights or remedies available to either Party at law or in equity. Property Owner and Frontier agree that each may bring claims against the other only in an individual capacity and not as a plaintiff or class member in any purported class, representative, or private attorney general proceeding.

**21. Entire Agreement**. This Agreement, together with any applicable Schedule, entered into hereunder, constitutes the entire agreement between the Parties pertaining to the subject matter herein and supersedes all prior oral and written proposals, correspondence and memoranda with respect thereto. Neither this Agreement nor any Schedule may be modified, amended or supplemented except by written agreement signed by an authorized representative of each Party. This Agreement, and the related instruments described above entered into hereunder, are binding upon the Parties and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

|  |  |
| --- | --- |
| **FRONTIER COMMUNICATIONS OF AMERICA, INC.**  Signature: {{Signer2Signature}}  Printed Name: {{Signer2FullName}}  Title: {{Signer1Title}}  Date: {{Signer2Date}} | **{{Legal\_Name}}**  Signature: {{Signer1Signature}}  Printed Name: {{Signer1FullName}}  Title: {{Signer1Title}}  Date: {{Signer1Date}} |

**Schedule A**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Property Name *(1)(2)*** | **Property Address Street, City, State, Zip**  **Contact Name, Phone, Fax, E-mail** | **Number of**  **Living Units** | **Resident Services to be Marketed by Owner** | **Property Effective Date *(2)*** |
| {{Subscriber\_Name}} | {{ServiceStreet}}, {{ServiceCity}}, {{ServiceState}}, {{ServicePostalCode}} | {{ContractUnits}} | Data Services  Voice Services  Video Services  Frontier Secure | {{Effective\_Date}} |

1. *For each Property listed above, Property Owner shall submit to Frontier an accurate and complete “property address form” setting forth a detailed, door-by-door address listing of each Living Unit thereat, or such other detailed description as the given building, complex or property shall dictate, in excel format or any such format as Frontier shall prescribe from time to time, and Property Owner shall keep such form updated throughout the Term upon prompt written notice to Frontier. No Compensation shall be payable in respect to misidentified units.*
2. *For any given Property, the Property Effective Date shall be the date when the given property is ready to receive Resident Services and a validly issued Certificate of Occupancy is in full force and effect in respect to the subject Property. For Properties that are already completed and ready to receive Resident Services and lawfully inhabited on the Effective Date of this Agreement, the Property Effective Date shall be the Effective Date of this Agreement; and, for those buildings that are added to a given Property listed above after the Effective Date of this Agreement (e.g., an existing condominium complex or apartment building listed above is expanded after the Effective Date of this Agreement with a new wing or additional premises), the Property Effective Date for such new premises shall be the date when Frontier receives a valid Certificate of Occupancy for the new premises and is ready to receive Resident Services. The Parties shall amend and restate this Schedule A as necessary to reflect mutually approved additional Properties and/or expansions of any listed Property, and corresponding Property Effective Dates, as the case may be, subject to the terms of the Agreement.*

**Schedule B**

**Compensation**

**1. Initial Property Marketing Fees.** For the Property expressly set forth in Schedule A, Frontier will pay to Property Owner Compensation in the form of a marketing fee, in accordance with the terms of this Schedule B (the “**Initial Property Marketing Fee**”). For purposes of this Agreement, the Initial Property Marketing Fee shall mean an amount not to exceed {{EMA\_MARKETING\_FEE\_MAX}} Dollars ($), which equals {{EMA\_MARKETING\_FEE\_\_UNIT}} Dollars ($) per Living Unit and shall be paid in lump sum amounts based upon achievement of the penetration percentages as set forth in the table below. The Initial Property Marketing Fees, if any, shall be payable to Property Owner no later than sixty (60) days after the end of the applicable calendar month in which a Property Penetration Rate, as defined in Section 2 (b), is achieved per the below table.

**Table: B.1**

|  |  |
| --- | --- |
| Initial Property Marketing Fee Commission Table | |
| Property Penetration Rate: | Marketing Fee |
| 25% | ${{MARKETING\_FEE\_25}} |
| 30% | ${{MARKETING\_FEE\_30}} |
| 35% | ${{MARKETING\_FEE\_35}} |
| 40% | ${{MARKETING\_FEE\_40}} |

**2. Recurring Property Marketing Fees.**

1. Frontier agrees to pay Property Owner Compensation in the form of monthly recurring marketing fees by way of a revenue sharing arrangement **(**“**Recurring Property Marketing Fees**”), beginning on or after the Property Effective Date, in accordance with the provisions hereof.
2. Each Living Unit that is subscribed to one or more of the Resident Services identified in Schedule A will count as one (1) “**Property Penetration Unit**”.
3. The “**Property Penetration Rate**” of both Table B.1 and Table B.2 shall be calculated as the total number of Property Penetrated Units at the time of measurement divided by the total number of Living Units at the Property identified in Schedule A.
4. The Recurring PropertyMarketing Fees shall be determined by multiplying Data Services Revenue that Frontier Invoices by the applicable revenue share percentage indicated in the “Data Services Commission Rate” established below in Table B.2.

(i)“**Data Services Revenue**” is the aggregate monthly recurring gross Data Services revenue invoiced by Frontier to Residents at the Property, as of the date of measurement, excluding the following:

1. any amounts received for the provision of Resident Services on a bulk basis to Residents of the Property;
2. any nonrecurring charges to Residents, including but not limited to charges associated with the installation, activation, disconnection, reconnection, late payment or change-in-service fees, or any fees associated with any hardware purchase or rental for the provisioning of the Data Services; or
3. any fee or charge in excess of the base price for the Data Services, including but not limited to, governmental fees as well as any tax imposed upon Frontier or upon any Resident by a city, state, taxing entity or any other government entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes, USF fees and franchise or other fees for data access services) to the extent charged to Residents in connection with the Data Services;
4. Frontier shall begin calculating the Recurring Property Marketing Fees on or after the Property Effective Date, provided however, no Compensation shall be payable to Property Owner if Property Owner has not provided all required documentation in accordance with Section 2 of the Agreement nor for any units that are considered misidentified, which said misidentified units are characterized by one or more of the following conditions:

(i) Living Units that are not included on the address list that Property Owner provides to Frontier; or

(ii) any discrepancies on Property Owner’s address list for addresses that cannot be verified either through official postal or legal records or through the systems that Frontier uses to establish customer records and provision services to each individual Living Unit address.

1. The Recurring Property Marketing Fee will be calculated by Frontier on or about the 15th day of each calendar month as follows:
2. Data Services Revenue amounts invoiced to actively subscribing Residents who have been previously billed by Frontier for one full month of service and that have been or will be billed during the month when the calculation is being made*.*
3. The Property Penetration Rate as calculated by Frontier on the last calendar day of the month immediately preceding the month when the Recurring Property Marketing Fee is determined.
4. The Recurring Property Marketing Fees, if any, shall be payable to Property Owner no later than 60 days after the end of the applicable calendar month.
5. The below Table B.2 shall apply when calculating the Data Services Commission Rate:

**Table B.2**

|  |  |
| --- | --- |
| **Recurring Property Marketing Fees Commission Table** | |
| **Property Penetration Rate:** | **Data Services Commission Rate (Broadband Plan A):** |
| 80.00% - 100% | 16.00% |
| 60.00% - 79.99% | 15.00% |
| 55.00% - 59.99% | 14.00% |
| 50.00% - 54.99% | 12.00% |
| 45.00% - 49.99% | 11.00% |
| 40.00% - 44.99% | 10.00% |
| 35.00% - 39.99% | 8.00% |
| 30.00% - 34.99% | 6.00% |
| 25.00% - 29.99% | 4.00% |
| 20.00% - 24.99% | 2.00% |

**3. Verification of Recurring Property Marketing Fee.** Frontier’s calculation of any and all fees payable hereunder shall prevail, absent manifest error. Once per quarter Frontier and Property Owner may have the option to review the accuracy of Recurring Property Marketing Fee payments and the information that is used to calculate the Product Penetration Rates and report any inaccurate payments with in six (6) months of the date that the payment was remitted to Property Owner. If for any reason Frontier determines, in its sole discretion, that Property Owner received an inaccurate Recurring Property Marketing Fee payment, Frontier shall notify Property Owner in writing and Property Owner agrees to cooperate with Frontier to correct errors, which may include, but not be limited to, Frontier making additional payment, Frontier withholding future payment or the Property Owner reimbursing Frontier for overpayment of fees until the overall payments are reconciled. The Parties shall reasonably cooperate with each other in terms of sharing of relevant books and records necessary to clarify any issue.

**Address List (to be provided in Excel format only)**

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