This is Schedule # {{ScheduleId}} (this “Schedule”) to the Frontier Services Agreement dated {{FSA\_StartDate}} (the “Agreement”) between {{Subscriber\_Name}} (“Customer”) and Frontier Communications of America, Inc., on behalf of itself and its affiliates (“Frontier”). This Schedule is dated {{Effective\_Date}} (the “Schedule Effective Date”). Customer orders and Frontier agrees to provide the Services listed below as executed by Customer.

1. **Service Description for Wholesale Advantage Broadband (**“**WABB**”**) Service**
2. Customer may order the Wholesale Advantage Broadband Services (“**Service(s)**”) and Equipment identified in Attachment 1 (incorporated herein by this reference) at the rates outlined therein, based on the terms and conditions of this Schedule and the Agreement. Services may be available on Frontier data lines with or without voice capabilities. Services ordered with voice capabilities are only available on Asymmetrical speeds.
3. Order acceptance is subject to Service availability. Frontier may modify this Schedule or Attachment 1 by providing at least thirty (30) days’ written notice to Customer including but not limited to changes to speeds offered and rates on new orders. With the exception of Customer’s commitment to purchase Services identifying Service type, quantity, and Service Location, any terms and conditions incorporated into Customer’s order document shall be void and of no effect.
4. The Service may not be available in all areas or at the speeds or bandwidths set forth herein and is offered in commercially available areas only. Some telephone lines will not qualify for Service even if initial testing by Frontier indicates that a line is qualified to receive Service. Customer understands and agrees that the Service may not meet its needs or those of the Service users, and that performance of the Service will vary based on numerous factors, including Service Location distance from the Frontier equipment, computer and software type and configuration, Customer's own equipment, network and Internet congestion, and the speed of servers and the users connected to on the Internet. Customer hereby waives any and all claims against Frontier pertaining to or arising from a Service user's use (or inability to use) the Service.
5. Where facilities are not available or discovered not available during a site visit (i.e.; conduit, riser, local loop route, MPOE, space, power, fiber, Network Interface Device (NID for HSI/ONT for Fiber) etc.) such facilities may be constructed and are subject to additional fees, not representative to this Wholesale Advantage Broadband Schedule and requires a separate Aid in Construction Amendment or Letter.
6. Service users may provide WiFi service to their patrons or visitors provided that such patrons and visitors are not charged any fee for use of the WiFi service. The Service does not include email, websites, back-up data storage, security services or business applications, software, premium features, equipment, technical support or services other than the Service as specifically defined herein. To the extent Customer provides other customer services to its Service users, Frontier shall bear no responsibility (e.g., provision of support services) for any such services.
7. Frontier will provide primary and secondary Domain Name Server (“**DNS**”) resolution on behalf of Customer.
8. Customer may use either dynamic host configuration protocol (“**DHCP**”) or Static IP addressing for business Service users. Only DHCP IP addressing is available for residential Service users. When DHCP IP addressing is utilized, IP addresses will be dynamically assigned to devices when they attach to the network. This may result in an end user being assigned numerous IP addresses over time. For example, when an end user’s router is turned off and on again, it may end up with a new IP address. When Static IP addressing is utilized, Frontier shall assign Static IP addresses by Service location, and upon termination of Service at such location, Static IP addresses shall be returned to Frontier. Frontier may require or permit other IP addressing schemes, or terminate existing IP addressing schemes, upon thirty (30) days’ written notice to Customer. If Frontier changes or terminates the required IP addressing scheme for existing Service arrangements and Customer does not wish to transition such arrangements to a different available IP addressing scheme, then Customer upon thirty (30) days’ written notice to Frontier may terminate such existing Service arrangements, in which case Early Termination Fees will not apply to any term commitment that remains beyond the effective date of the Service termination.
9. Service end point (i.e., demarcation point where Frontier’s responsibility for Service ends) shall be the Network Interface Device (NID for HSI/ONT for Fiber), at the Service user’s premises. If such equipment is not already available at the Subscriber’s location, Frontier will install Network Interface Device (NID for HSI/ONT for Fiber), and up to one hundred (100) feet of cable from the Network Interface Device (NID for HSI/ONT for Fiber), to the RJ-45 jack at no additional charge. If more than one hundred (100) feet of cable is needed, materials charges as set forth in Attachment 1 will apply.
10. Frontier may, without refund, allowance or other liability to Customer or Service users, temporarily interrupt Service for maintenance, repair, software and equipment upgrades, and in emergency situations.
11. **Obligations of Customer**
12. Frontier will issue, as needed, to Customer a User Identification code ("**User ID**") and password for use with the Service for each ordered under this Schedule. Customer is responsible for proper use of the Service and 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 Service, or this Schedule. Customer shall be responsible for all uses of PINs, pass codes or other access capability during or after the term hereof.
13. 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.
14. Customer shall not use the Network Interface Device (NID for HSI/ONT for Fiber), or any other equipment installed or supplied by Frontier for any purpose other than receiving Service.
15. Customer shall be responsible for all facilities and equipment beyond the Network Interface Device (NID for HSI/ONT for Fiber), including but not limited to any cable from the Network Interface Device (NID for HSI/ONT for Fiber), to the RJ-45 jack, as well as the RJ-45 jack itself.
16. Customer shall not use Service for Server Farms or Web Farms.
17. Customer is responsible for proper use of the Service and 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 any Service, or this Schedule. Customer shall be responsible for all uses of PINs, pass codes or other access capability during or after the term hereof.
18. Customer agrees that Service users may use Service and/or the associated fiber optic facilities and Network Interface Device (NID for HSI/ONT for Fiber), to access other Frontier services and applications, and that Frontier may market and provide such services and applications to Service users; provided, however, that Frontier shall not use Service user information obtained in connection with providing Service for purposes of marketing such services and applications to any Service user.
19. Customer shall be the point of contact for Service user inquiries and shall be responsible for handling all aspects of Service user support, including but not limited to: (1) billing inquiries and technical support, (2) providing any necessary software fulfillment to Service users; and (3) registering Service user’s domain names. If Customer determines that a maintenance, repair or other technical issue resides on Frontier’s network or with Frontier’s equipment, Customer may open a trouble ticket with Frontier. Frontier will only test to the Network Interface Device (NID for HSI/ONT for Fiber); Customer shall be responsible for trouble-shooting beyond the Network Interface Device (NID for HSI/ONT for Fiber). If requested by Customer, Frontier will provide maintenance and repair for the RJ-45 jack and the cable from the Network Interface Device (NID for HSI/ONT for Fiber), to the RJ-45 jack for an additional charge as set forth in Attachment 1.
20. Customer agrees that Service is available to business and residential Service users, and only where such Service users do not already receive Frontier® FiberOptic, FTTI or FTTP services.
21. Frontier is not responsible for other services provided by Customer to a Service user.
22. **Internet Acceptable Use Policy and Security**
    1. Customer shall comply, and shall cause all Service end users to comply, with Frontier’s Acceptable Use Policy (“**AUP**”), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change: <https://www.frontier.com/policies/commercial_aup/>.
    2. Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Failure to comply with the AUP is grounds for immediate suspension or termination of Frontier Internet Service, notwithstanding any notice requirement provisions of the Agreement.
    3. Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer’s systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer’s accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer’s or third parties’ usage of Frontier Internet access through Customer’s hardware or software.
23. **Service Term**. Service may be ordered on a month-to-month basis or on a one (1) or two (2)-year term and herein may be referred to as the “**Service Term**”. Customer will be charged for Service at the applicable rates set forth in Attachment 1.
    1. The Service Term shall continue until the earliest date on which (a) the Service Term expires; (b) Customer cancels the Service; or (c) Frontier cancels or discontinues the Service.
    2. Upon expiration of a Service Term, Frontier will continue to provide the Service on a month-to-month basis at the then-current month-to-month rates until the earlier of the date on which (a) Customer cancels the Service; (b) Frontier cancels or discontinues the Service: or (c) Customer submits an order to renew the Service for an additional Service Term at the then applicable rates.
    3. In the event a one (1) or two (2) year Service Term is cancelled or discontinued during the Service Term, cancellation charges will be administered as referenced in Section 4 of the Frontier Services Agreement, for this Service and Schedule.
24. **Ordering Procedures**.This Schedule is for the supply of Symmetrical or Asymmetrical Services for Customers who have executed a Frontier Services Agreement (“**FSA**”) and Non – Disclosure Agreement (“**NDA**”), in addition to the ability to submit Local Service Requests (“**LSR(s)**”), commonly referred to as Service Orders via the Frontier Ordering GUI Virtual Front Office (“**VFO**”). This will apply to the first and any subsequent Service Orders throughout the lifecycle of an effective FSA unless alternative configurations are necessary.
25. **Order Requirements**
    1. New Orders Only. The rates, terms and conditions of this Schedule are only available for new orders and shall not apply to any pending orders, upgrades, moves, rehomes or re-terms of existing circuits ordered prior to the Schedule Effective Date. In the event that Customer orders Services that do not qualify (including, but not limited to re-terms, moves, rehomes, upgrades and new orders that replace disconnected circuits ordered under previous products or contracts), the rates terms and conditions of this Schedule shall not apply to such orders and Frontier, at any time after discovering the error, may use retroactive and prospective billing adjustments as necessary to apply the correct rates for the entire period for which Customer incorrectly received the benefits of this Schedule, subject to the applicable statute of limitations. Customer may request to upgrade or downgrade the speed of a grandfathered service to Services provided herein, such requests will be evaluated by Frontier at its sole discretion based on service availability and term. In the event the request is approved by Frontier in writing, the applicable terms and charges of such activity will be treated as a new install and subject to the terms and conditions contained herein.
    2. Customer remains responsible in all respects for ensuring the accuracy of orders for the Services pursuant to this Schedule, as well as for post-ordering verification that the Services have been ordered to obtain the applicable pricing for such Services. If Customer fails to properly complete the LSR/Service Order for Service, then Customer is responsible to submit an LSR/Service Order change order correcting the error(s). In cases where the rates associated with the corrected LSR/Service Order are lower, Frontier will correct the billing on a prospective basis within the next billing cycle/period, by which a new Service term will begin. Should Customer incorrectly complete an LSR/Service Order for Services pursuant to this Schedule resulting in Customer being under-billed for Services, Frontier may subsequently correct the LSR/Service Order and retroactively bill Customer the appropriate charges associated with this Schedule for the full period for which Customer was underbilled subject to the applicable statute of limitations.
26. **Pricing**. During the Schedule Term, Customer shall be responsible for all charges associated with the Service and rate plan ordered, including applicable Equipment charges, set-up, recurring and termination fees, taxes, usage charges, tariffs, FUSF and tax recovery fees, telecommunications surcharges or other applicable governmental charges due on account of the Service, and any other charges Frontier may impose generally on its subscribers to the Service. Billing for Services provisioned hereunder will begin on the date the Service is activated by Frontier for Service ordered.
27. **Termination Convenience**. This Schedule may be terminated by either party for convenience upon ninety (90) days’ prior written notice to the other party, without cause or further liability (other than for monies due and payable prior to the date of such termination for convenience).
28. **Equipment or Software Not Provided by Frontier**
    1. 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.
    2. 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.

**[SIGNATURE PAGE FOLLOWS]**

**SIGNATURE PAGE**

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 rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the Agreement, is the entire agreement between the parties with respect to the Services 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.

|  |  |
| --- | --- |
| **{{Subscriber\_Name}}** | **Frontier Communications of America, Inc.**, on behalf of itself and its affiliates |
|  |  |
|  |  |
| Signature: {{Signer1Signature}} | Signature: {{Signer2Signature}} |
|  |  |
|  |  |
| Printed Name: {{Signer1FullName}} | Printed Name: {{Signer2FullName}} |
|  |  |
| Title: {{Signer1Title}} | Title: {{Signer2Title}} |
|  |  |
| Date: {{Signer1Date}} | Date: {{Signer2Date}} |
|  |  |

ATTACHMENT 1

**Frontier Broadband Service Description**: Broadband Services will be available nationally, orderable as described in Section 4 of this Schedule as identified in the Service tables below. **All Service speeds are the maximum service speed in the product tier selected, and subject to availability**. Actual connection speed may be slower and is subject to multiple factors, including equipment and network limitations, congestion on our network, and other traffic on the Internet, in addition to other factors. Frontier makes no representation, promise or warranty, express or implied, users will receive or be able to download or upload data at any particular speed. Not all Services are offered in all areas.

**Broadband Services Include:**

• Asymmetrical

• Symmetrical

• Service can be ordered shared with a voice line (Asymmetrical only) or as a standalone broadband only product (Asymmetrical or Symmetrical)

**Service Installation**:

* An Activation Fee of $39.99 will apply to all Services ordered under a Month-to Month term. If a one (1) or two (2) year Service Term is ordered, the Activation Fee will be waived.
* This fee is subject to change with thirty (30) day’s advance notification.

**Included with Broadband Full-Install**

The following tasks are included with Broadband Full-Install:

* Installation of a splitter at the outside Network Interface Device (NID for HSI/ONT for Fiber), if required
* Installation of one jack dedicated to high-speed not to exceed 100 feet from the DMARC (technician will determine if new jack is required or if existing jack can be used)
* Re-wire or re-associate jacks dedicated to high-speed Internet (technician will determine if new jack is required of if existing jack can be used)
* Inside wiring meeting Frontier standards
* Micro-Filter installation
* Run telephone cable as required from wall jack to modem
* Perform modem/wireless router installation and provisioning
* Verify that the Broadband link is operational:
  + If Service is ordered as Dynamic, perform verification of Internet connectivity of one (1) PC connected behind Gateway
  + If Service is ordered as Static, perform verification that assigned Static IP(s) route to the Internet successfully (technician laptop will normally be used for this test)
* Perform Broadband account registration using appropriate modem authentication and e-signature process
* If Customer requests Frontier’s wireless service to be activated:
  + Technician enables encrypted wireless service and establishes connection to one (1) wireless client PC
  + Technician provides wireless encryption key to Customer for future client PCs. This does not include setting up wireless or home networking between client PCs.

**Services Requiring Full-Install**

The following services require a Full-Install:

* Broadband speeds above 6M (Shared with voice or standalone)
* Customers needing jack work
* New construction (Example: New homes, etc.)
* All Static IP Services
* Downgrades from speeds above 6M to speeds below 6M
* Standalone Broadband (ie. not ordered as shared with voice)

**Asymmetrical Services and Pricing**

All Asymmetrical speeds are provided on Frontier’s copper network

**Residential and Business Dynamic IP Addressing:**

| **Speed** | **Product Description** | **Month-to-Month Monthly Recurring Charge** | **1 Year Term Monthly Recurring Charge** | **2 Year Term Monthly Recurring Charge** |
| --- | --- | --- | --- | --- |
| 3M/384k | Wholesale Advantage Broadband Dynamic Internet 3 | $59.99 | $19.99 | $19.99 |
| 6M/512k | Wholesale Advantage Broadband Dynamic Internet 6 | $59.99 | $19.99 | $19.99 |
| 9M/1M | Wholesale Advantage Broadband Dynamic Internet 9 | $59.99 | $19.99 | $19.99 |
| 12M/1M | Wholesale Advantage Broadband Dynamic Internet 12 | $59.99 | $28.69 | $28.69 |
| 18M/1M | Wholesale Advantage Broadband Dynamic Internet 18 | $64.99 | $32.79 | $32.79 |
| 25M/2M | Wholesale Advantage Broadband Dynamic Internet 25 | $64.99 | $32.79 | $32.79 |
| 45M/3M | Wholesale Advantage Broadband Dynamic Internet 45 | $74.99 | $40.99 | $40.99 |
| 70M/3M | Wholesale Advantage Broadband Dynamic Internet 70 | $79.99 | $45.09 | $45.09 |
| 90M/5M | Wholesale Advantage Broadband Dynamic Internet 90 | $89.99 | $53.29 | $53.29 |
| 115M/7M | Wholesale Advantage Broadband Dynamic Internet 115 | $99.99 | $61.49 | $61.49 |

**Note: Broadband pricing is for when purchased with voice or purchased standalone**

**Business Static IP Addressing (includes one (1) Static IP Address):**

| **Speed** | **Product Description** | **Month-to-Month Monthly Recurring Charge** | **1 Year Term Monthly Recurring Charge** | **2 Year Term Monthly Recurring Charge** |
| --- | --- | --- | --- | --- |
| 3M/384k | Wholesale Advantage Broadband Static Internet 3 | $69.99 | $29.99 | $29.99 |
| 6M/512k | Wholesale Advantage Broadband Static Internet 6 | $69.99 | $29.99 | $29.99 |
| 9M/1M | Wholesale Advantage Broadband Static Internet 9 | $69.99 | $29.99 | $29.99 |
| 12M/1M | Wholesale Advantage Broadband Static Internet 12 | $69.99 | $38.69 | $38.69 |
| 18M/1M | Wholesale Advantage Broadband Static Internet 18 | $74.99 | $42.79 | $42.79 |
| 25M/2M | Wholesale Advantage Broadband Static Internet 25 | $74.99 | $42.79 | $42.79 |
| 45M/3M | Wholesale Advantage Broadband Static Internet 45 | $84.99 | $50.99 | $50.99 |
| 70M/3M | Wholesale Advantage Broadband Static Internet 70 | $89.99 | $55.09 | $55.09 |
| 90M/5M | Wholesale Advantage Broadband Static Internet 90 | $99.99 | $63.29 | $63.29 |
| 115M/7M | Wholesale Advantage Broadband Static Internet 115 | $109.99 | $71.49 | $71.49 |

**Note: Broadband pricing is for when purchased with voice or purchased standalone**

**Business Static IPs Monthly Recurring Charges:**

|  |  |
| --- | --- |
| **Block Size** | **Monthly Recurring Charge** |
| 5 IPs | $14.00 |
| 13 IPs | $35.00 |
| 29 IPs | $56.00 |

**\*DISCONTINUED\* Symmetrical Services and Pricing ending on November 15, 2021 - These Services and Pricing will govern the embedded based of circuits ordered under these speeds and rates but will no longer be available for new orders after November 15, 2021.**

All Symmetrical speeds are provided on Frontier’s fiber network. Symmetrical speeds are only offered as a standalone Service.

**Residential and Business Dynamic IP Addressing:**

| **Speed** | **Product Description** | **Month-to-Month Monthly Recurring Charge** | **1 Year Term Monthly Recurring Charge** | **2 Year Term Monthly Recurring Charge** |
| --- | --- | --- | --- | --- |
| 75/75 | Wholesale Advantage Broadband Frontier FiberOptic Dynamic Internet 75 | $79.99 | $45.09 | $45.09 |
| 100/100 | Wholesale Advantage Broadband Frontier FiberOptic Dynamic Internet 100 | $94.99 | $57.39 | $57.39 |
| 200/200 | Wholesale Advantage Broadband Frontier FiberOptic Dynamic Internet 200 | $104.99 | $65.59 | $65.59 |
| 300/300 | Wholesale Advantage Broadband Frontier FiberOptic Dynamic Internet 300 | $134.99 | $90.19 | $90.19 |
| 500/500 | Wholesale Advantage Broadband Frontier FiberOptic Dynamic Internet 500 | $154.99 | $106.59 | $106.59 |
| 700/700 | Wholesale Advantage Broadband Frontier FiberOptic Dynamic Internet 700 | $229.99 | $169.99 | $169.99 |
| 1000/1000 | Wholesale Advantage Broadband Frontier FiberOptic Dynamic Internet 1000 | $299.99 | $225.49 | $225.49 |

**Business Static IP Addressing (includes one (1) Static IP Address):**

| **Speed** | **Product Description** | **Month-to-Month Monthly Recurring Charge** | **1 Year Term Monthly Recurring Charge** | **2 Year Term Monthly Recurring Charge** |
| --- | --- | --- | --- | --- |
| 75/75 | Wholesale Advantage Broadband Frontier FiberOptic Static Internet 75 | $89.99 | $55.09 | $55.09 |
| 100/100 | Wholesale Advantage Broadband Frontier FiberOptic Static Internet 100 | $104.99 | $67.39 | $67.39 |
| 200/200 | Wholesale Advantage Broadband Frontier FiberOptic Static Internet 200 | $114.99 | $75.59 | $75.59 |
| 300/300 | Wholesale Advantage Broadband Frontier FiberOptic Static Internet 300 | $144.99 | $100.19 | $100.19 |
| 500/500 | Wholesale Advantage Broadband Frontier FiberOptic Static Internet 500 | $164.99 | $116.59 | $116.59 |
| 700/700 | Wholesale Advantage Broadband Frontier FiberOptic Static Internet 700 | $239.99 | $179.99 | $179.99 |
| 1000/1000 | Wholesale Advantage Broadband Frontier FiberOptic Static Internet 1000 | $309.99 | $235.49 | $235.49 |

**Business Static IPs Monthly Recurring Charges:**

|  |  |
| --- | --- |
| **Block Size** | **Monthly Recurring Charge** |
| 5 IPs | $14.00 |
| 13 IPs | $35.00 |
| 29 IPs | $56.00 |
| 61 IPs | $84.00 |
| 125 IPs | $133.00 |

**\*NEW\* Symmetrical Services and Pricing available for new orders beginning September 30, 2021**

All Symmetrical speeds are provided on Frontier’s fiber network. Symmetrical speeds are only offered as a standalone Service.

**Residential and Business Dynamic and Static IP Addressing:**

| **Speed** | **Product Description** | **Month-to-Month Monthly Recurring Charge** | **1 Year Term Monthly Recurring Charge** | **2 Year Term Monthly Recurring Charge** | **3 Year Term Monthly Recurring Charge** |
| --- | --- | --- | --- | --- | --- |
| 300/300 | Wholesale Advantage Broadband Frontier FiberOptic Internet 300 | 55.99 | 44.79 | 44.79 | 41.99 |
| 700/700 | Wholesale Advantage Broadband Frontier FiberOptic Internet 700 | 95.99 | 76.79 | 76.79 | 71.99 |
| 1000/1000 | Wholesale Advantage Broadband Frontier FiberOptic Internet 1000 | 199.99 | 159.99 | 159.99 | 149.99 |

**Business Static IPs Monthly Recurring Charges:**

|  |  |
| --- | --- |
| **Block Size** | **Monthly Recurring Charge** |
| 1 IP | $5.00 |
| 5 IPs | $14.00 |
| 13 IPs | $35.00 |
| 29 IPs | $56.00 |
| 61 IPs | $84.00 |

**Notwithstanding Section 4 of this Service and Schedule, the Service Term for \*NEW\* Symmetrical Service on and after September 30, 2021 shall be:**

* **Symmetrical Service Term**. Symmetrical Service may be ordered on a one-year, two-year or three-year term (which may be referred to as the “**Service Term**”) or on a month-to-month basis. Customer will pay for Service at the applicable rates set forth in this Attachment 1.
  + The Service Term shall continue until the earliest date on which (a) the Service Term expires; (b) Customer cancels the Service; or (c) Frontier cancels or discontinues the Service.
  + Upon expiration of a Service Term, Frontier will continue to provide the Service on a month-to-month basis: (1) until the earlier of the date on which (a) Customer cancels the Service; (b) Frontier cancels or discontinues the Service; or (c) Customer submits an order to renew the Service for an additional Service Term at the then applicable rates; and (2) at the same rate, except such rate may be changed at any time by Frontier in its sole discretion upon thirty (30) days’ notice.

No bandwidth reduction within three (3) months before expiration of the service term will result in any reduction in ETLs.  In the event a Service is cancelled or discontinued during the Service Term, Customer shall immediately pay Frontier an Early Termination Liability (“ETL”) charge, based on the cancelled circuit Speed, equal to $200.00 for 300/300, $300.00 for 700/700 and $500.00 for 1000/1000.  For example, if Customer downgrades to a lower MRC six months or less before Service Term expiration and Customer subsequently terminates the site two months or less before Service Term expiration, the higher MRC applicable before the downgrade will be used to calculate the ETL.

**Other Miscellaneous Charges**

**Modems**

Customer at their option may choose to purchase or lease a modem from Frontier for Symmetrical Speeds. All Asymmetrical speeds require a modem to be purchased or leased from Frontier. Should Customer choose to lease a modem, Customer is responsible for returning the modem upon termination of service to the address listed below. Failure to return the modem may result in Customer being charged the difference between the full purchase price of the modem and the total leased amount billed prior to termination of the Service.

**Purchase – Non Recurring Charge**

**\*Discontinued Rate\* Effective November 15, 2021**

**WABB Basic Modem $ 49.99 (only for speeds 6M and below)**

**\*New Rate\* Effective November 15, 2021**

**WABB Basic Modem $ 99.99 (only for speeds 6M and below)**

**WABB Bonded/Fiber Modem $199.99**

**Lease – Monthly Recurring Charge**

**WABB Basic Modem $ 10.00 (only for speeds 6M and below)**

**WABB Bonded/Fiber Modem $ 10.00**

Bonded/Fiber Modems are required on all speeds above 6M

**Modem/Router Equipment Return Address**:

Contec

6800 Steele Creek Rd

Charlotte, NC 28217

Attn: Frontier Receiving

**Time and Material Nonrecurring Charges:**

|  |  |  |
| --- | --- | --- |
|  | Nonrecurring Charge | |
| Labor | Monday – Friday  8 AM – 5 PM | Overtime1 |
| Repair Rate (30 minute minimum) | $150/first half hour | $200/first half hour |
| Each additional 30 minute increment | $100 | $150 |

|  |  |
| --- | --- |
| Product/Service Description | Nonrecurring Charge |
| Data Jack | $45.00 |
| Cable – Cat 5 – each additional increment of up to 50 additional feet after initial install of 100 feet | $15.99 |
| Customer Not Ready2 | $150/visit |

1 Applies for labor performed outside of normally scheduled hours of operation during Monday – Friday, and for any labor performed on Saturday.

2 In the event a Frontier representative arrives at the Service user location at the scheduled date and time interval, and the end user representative is not available, Frontier shall charge, and Customer agrees to pay, the Customer Not Ready charge.