**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.

|  |  |  |  |
| --- | --- | --- | --- |
| **Primary Service Location:** | **{{ServiceStreet}} {{ServiceCity}} {{ServiceState}} {{ServicePostalCode}}** | **Schedule Date:** | **{{Effective\_Date}}** |
| **Schedule Type/Purpose:** | **{{ScheduleType}}** | **Service Term:** | **{{ContractTerm}}** |
|  |  |  |  |

**{{#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. SERVICE DESCRIPTION**

**A. FRONTIER BUSINESS SD WAN** (“Silver or Gold Service Package”) is an all inclusive managed cloud networking offer, without the ability to remove and or subsidize the components as presented herein; through the deployment of Frontier provided hardware (physical) and software (virtual) network elements installed at customer defined premise(s) (“Branch Locations”) in combination with proprietary networked connected orchestrations via third parties (“The Orchestrator”) for centralized configuration, monitoring and provisioning of the same. The Silver and or Gold Service Package(s) provides a secure overlay network with advanced levels of visibility and control over application traffic as a stand alone package or in conjunction with underlay access network components within Frontier’s local Broadband infrastructure, and or Switched Ethernet infrastructure for Internet Access.

**i. Silver Service Package Attributes and Inclusions:**

* Full configuration, shipment and installation of an Access Services Gateway (“ASG”) with required orchestration software.
* Centralized management dashboard via the Frontier provided self service portal (“Customer Portal”) in association with the required ASG at each Branch Location responsible for the chosen policies, features and configurations of the Silver Service Package.
* Access and enablement of the following reporting and analytics in view only:

|  |  |
| --- | --- |
| **Domain Level** | **Branch Location Level** |
| **Traffic Summary** | **Traffic Summary** |
| Total Traffic (Mbps) | Total Traffic (Mbps) |
| Transmitted Traffic (Mbps) | Transmitted Traffic (Mbps) |
| Received Traffic (Mbps) | Received Traffic (Mbps) |
| **Application Discovery Summary** | **Application Discovery Summary** |
| Top Applications Utilization | Top Applications Utilization |
| Total Traffic Per Application | Total Traffic Per Application |
| **Service Level Delivery Violations** | **Service Level Delivery** |
| Total Delivery Violations | Total Delivery Violations |
| Total Latency Violations | Total Latency Violations |
| Total Jitter Violations | Total Jitter Violations |

* Full provisioning and installation of an underlay access when Frontier Broadband and or Ethernet Internet Access is chosen as part of the Silver Service Package.
* Full design provisioning and implementation of a Layer 3 Virtual Overlay network between designated Branch Locations for the purpose of end to end encapsulation, distinct routing, branch integrity, security and appropriate forwarding policies within an IPv4 address structure.
* Full configuration and establishment of a stateful firewall amongst each Branch Location and their associated Ingress/Egress interfaces for the purposes of identifying DOS attacks \*, useless traffic, illicit access and ensuring the chosen security QoS policies per application for an inherent network agility experience.

\*Data center management control plane level

* Standard Rack, Cabinet, Wall mounting
  + Exclusions consist of (a) No more than 50 feet of cabling in association with an extension of a D-marc to the ASG (Customer may move beyond this parameter through an additional acceptance and authorization of Time and Material charges of the same, commonly referred to as Inside Wiring). (b)Frontier Personnel, or affiliate drilling through masonry or exterior walls, wiring within an attic or crawl space, external suite, building, or multiple floors within a Multiple Dwelling Unit (MDU), (c)any wiring associated with a 10 foot vertical or more.

**ii. Gold Service Package Attributes and Inclusions:**

* Full configuration, shipment and installation of an Access Services Gateway (“ASG”) with required orchestration software.
* SD WAN High Availability package will provide two ASG’s at each Branch Location / Service Address for which that package is ordered
* Centralized management dashboard via the Frontier provided self service portal (“Customer Portal”) in association with the required ASG at each Branch Location responsible for the chosen policies, features and configurations of the Gold Service Package.
* Access and enablement of the following reporting and analytics in view only

|  |  |
| --- | --- |
| **Domain Level** | **Branch Location Level** |
| **Traffic Summary** | **Traffic Summary** |
| Total Traffic (Mbps) | Total Traffic (Mbps) |
| Transmitted Traffic (Mbps) | Transmitted Traffic (Mbps) |
| Received Traffic (Mbps) | Received Traffic (Mbps) |
| **Application Discovery Summary** | **Application Discovery Summary** |
| Top Applications Utilization | Top Applications Utilization |
| Total Traffic Per Application | Total Traffic Per Application |
| **Service Level Delivery Violations** | **Service Level Delivery** |
| Total Delivery Violations | Total Delivery Violations |
| Total Latency Violations | Total Latency Violations |
| Total Jitter Violations | Total Jitter Violations |

* Access to make changes to predetermined SD WAN configuration elements through the Customer Portal.
* Full provisioning and installation of an underlay access when Frontier Broadband and or Ethernet Internet Access is chosen as part of the Gold Service Package.
* Full design provisioning and implementation of a Layer 3 Overlay Network between designated Branch Locations for the purpose of end to end encapsulation, distinct routing, branch integrity, security and appropriate forwarding policies within an IPv4 address structure.
* Full configuration and establishment of a stateful firewall amongst each Branch Location and their associated Ingress/Egress interfaces for the purposes of identifying DOS attacks, useless traffic, illicit access and ensuring the chosen security QoS policies per application for an inherent network agility experience.
* Standard Rack, Cabinet, Wall mounting
  + Exclusions consist of (a) No more than 50 feet of cabling in association with an extension of a D-marc to the ASG (Customer may move beyond this parameter through an additional acceptance and authorization of Time and Material charges of the same, commonly referred to as Inside Wiring), (b) Frontier Personnel, or affiliate drilling through masonry or exterior walls, wiring within an attic or crawl space, external suite, building, or multiple floors within a Multiple Dwelling Unit (MDU), (c) any wiring associated with a 10 foot vertical or more.
* Fully customized design, provisioning and implementation of dual path redundancy for purposes of internet off loading, back up and load balancing or independent traffic steering.
* Internet Key Exchange Virtual Private Network (IKE VPN) when ordered will provide IPSec tunnel from ASG to the defined virtual private network (VPN) gateway

**2. CUSTOMER OBLIGATIONS:**

Customer must participate in a pre-design questionnaire with a Frontier assigned Sales Engineer for the purposesof completing the Frontier Provisioning Record Form (“PRF”) for information associated with, but not limited to; access type, bandwidth profile, LAN and WAN network design, web applications, number of users, traffic types and contact information for individuals designated as single points of contact or individuals authorized to approve service changes or receive notifications associated with a security event. These individuals must be available 24 hours a day, 7 days a week, 365 days a year.

Customer acknowledges that by modifying configuration options on its SD WAN Customer Portal Customer and its end users release Frontier of any liability or responsibility to repair or reconfigure such SD WAN Customer Portal under Frontier’s standard support. Customer is responsible for maintaining record of any prior-state configuration element(s) of which Customer changes through the SD WAN Customer Portal. Frontier will work with Customer to address any SD WAN Customer Portal issues caused by a Customer initiated modification including restoral of SD WAN Customer Portal configuration built based upon original PRF if necessary, in order to resolve the SD WAN issue

**3. ASG INSTALLATION AND CONFIGURATION:**

ASG selection is based on the total aggregate bandwidth (up and down for all connected underlay network elements) in association with Customer PRF specifications for each Branch Location. Frontier will size accordingly the design and ASG based solely on the information provided by the Customer. In the eventthis information is deemed inaccurate or appropriately sized for the right delivery and experience, Frontier reserves the right to upgrade Customer, to the next bandwidth profile (at current rack rates) within their invoice of the next billing cycle to the appropriate ASG for an improvement in the customer experience associated with the Silver or Gold Service Package.

**4. CONTENT RESTRICTIONS:**

The Silver and or Gold Service Packages are not designed , intended, authorized or warranted for use or inclusion in life support, nor in life endangering applications where failure or inaccuracy might cause death or personal injury, any such inclusion by the Customer is fully at your own risk, and Customer shall indemnify, defend and hold Frontier and its affiliates, and their respective directors, officers, employees, successors, assigns and agents, harmless from and against any and all claims, loss, damage, cost or expense (including reasonable attorneys’ fees) arising from or in any way related to Customers breach of Customer’s obligation(s) hereunder or failure to provide the information and / or materials as may be reasonably required hereunder in the performance of Customer’s obligations hereunder.

**5. Special Construction:**

**All SD-WAN Services are subject to availability and Frontier Network limitations.** The rates identified in this Schedule are estimated based on standard installation costs and Services may not be available at all service locations at the rates identified.   If Frontier determines, in its reasonable discretion, that the costs of provisioning Service to any service location are materially higher than normal, Frontier will notify Customer of the additional costs associated with provision of the Services and request Customer’s acceptance of such costs as a condition to proceeding (“Special Construction”).  Upon notification that Special Construction is required, Customer will have ten (10) business days to notify Frontier of its acceptance. If the Customer does not agree to the Special Construction within ten (10) business days, the Customer shall be deemed to have cancelled the Service Schedule without further liability.  If the Customer agrees to the Special Construction, Frontier and Customer will execute a replacement Schedule.

6**. Internet Acceptable Use Policy and Security**.

a. Customer shall comply, and shall cause all Service 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: <http://www.frontier.com/policies/commercial_aup/>

b.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 FSA.

c.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.

**7. Equipment:**

* + Customer acknowledges and agrees that the Equipment and Services provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier’s vendors, and **all applicable licenses are subject to the manufacturer’s end user license terms and conditions**.
  + Frontier retains title to Equipment. Frontier retains title to purchased Equipment until the Frontier is paid in full. Customer grants a security interest in the purchased Equipment to Frontier, pending full payment, and shall take all additional measures necessary to perfect such security interest at Frontier’s request.
  + Equipment is warranted pursuant to the applicable manufacturer’s standard warranty provisions, as outlined in the documentation packaged with the Equipment. This Schedule shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by Frontier or the third party manufacturers. Customer agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of the Equipment will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION, TITLE OR NONINFRINGEMENT OF THIRD-PARTY RIGHTS.** The Equipment may contain certain software code that is developed by third parties, including software code subject to the GNU General Public License (“GPL”) or GNU Less General Public License (“LGPL”). Copies of the licenses and a downloadable copy of the source code for the open source software that is used in this product are available on the following website: <https://frontier.com/helpcenter/categories/internet/other-services/open-source-software-portal>. You may also obtain a copy of the source code used in this product via mail-in request, for a period of three years after initial date of product purchase. Mail-in requests must be sent to the following address and include the product name, a money order for $10 payable to Frontier, and your return name and address to: Frontier Communications, Attn: Legal, Open Source Requests, 401 Merritt 7, Norwalk, CT 06851. **ALL OPEN SOURCE SOFTWARE IS DISTRIBUTED WITHOUT ANY WARRANTY**. All such software is subject to the copyrights of the authors and to the terms of the applicable licenses included in the download.

**8. Service Outage Reporting Procedure.**

1. Frontier will maintain a point-of-contact for Customer to report a Service Outage, twenty-four (24) hours a day, seven (7) days a week.
2. When SD-WAN Service is suffering from a Service Outage, Customer must contact Frontier’s commercial customer support center (also known as the “NOC”) at 1-(888) 637-9620 to identify the Service Outage and initiate an investigation of the cause (“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. In the event of a Service Outage, Frontier and Customer will cooperate to restore the Service. If the cause of a Service Outage is a failure of Frontier’s equipment or facilities, Frontier will be responsible for the repair. If the degradation is caused by a factor outside the control of Frontier, Frontier will cooperate with Customer to conduct testing and repair activities at Customer’s cost and at Frontier’s standard technician rates.
3. A Service Outage begins when a Trouble Ticket is initiated and ends when the affected SD-WAN Service is Available; provided that if the Customer reports a problem with a Service but declines to allow Frontier access for testing and repair, the Service will be considered to be impaired, but will not be deemed a Service Outage subject to these terms.
4. If Frontier dispatches a field technician to perform diagnostic troubleshooting and the failure was caused by the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; then Customer will pay Frontier for all related time and material costs at Frontier's standard rates.

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services and described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

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