**FBVThis 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:** | **{{Schedule\_Date}}** |
| **Schedule Type/Purpose:** | **{{ScheduleType}}** | **FBV Service Term:**  **Broadband Service Term:** |  |

**{{#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}}** |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **FBV Features:** | | | | **Rate** |
|  | | | | included |
| {{#IF\_ONEFLAT\_RATE\_BUSINESS\_ACCESSLINE}} 🗹{{/IF\_ONEFLAT\_RATE\_BUSINESS\_ACCESSLINE}} {{^IF\_ONEFLAT\_RATE\_BUSINESS\_ACCESSLINE}}🞎{{/IF\_ONEFLAT\_RATE\_BUSINESS\_ACCESSLINE}} One Flat Rate Business Access Line (includes Extended Community Calling, Extended Area Service and Touch Tone) | | {{#IF\_CALL\_FORWARD}} 🗹{{/IF\_CALL\_FORWARD}} {{^IF\_CALL\_FORWARD}}🞎{{/IF\_CALL\_FORWARD}}Call Forwarding  {{#IF\_RECENT\_CALL\_LOGS}} 🗹{{/IF\_RECENT\_CALL\_LOGS}} {{^IF\_RECENT\_CALL\_LOGS}} 🞎{{/IF\_RECENT\_CALL\_LOGS}}Recent Call Logs  {{#IF\_CALL\_NOTIFICATION}} 🗹{{/IF\_CALL\_NOTIFICATION}} {{^IF\_CALL\_NOTIFICATION}} 🞎{{/IF\_CALL\_NOTIFICATION}}Call Notification  {{#IF\_CALL\_RETURN}} 🗹{{/IF\_CALL\_RETURN}} {{^IF\_CALL\_RETURN}} 🞎{{/IF\_CALL\_RETURN}} Call Return  {{#IF\_CALL\_WAITING}} 🗹 {{/IF\_CALL\_WAITING}} {{^IF\_CALL\_WAITING}} 🞎 {{/IF\_CALL\_WAITING}} Call Waiting  {{#IF\_SPEED\_DIAL}} 🗹{{/IF\_SPEED\_DIAL}} {{^IF\_SPEED\_DIAL}} 🞎{{/IF\_SPEED\_DIAL}} Speed Dial  {{#IF\_3\_WAY\_CALLING}} 🗹{{/IF\_3\_WAY\_CALLING}} {{^IF\_3\_WAY\_CALLING}} 🞎{{/IF\_3\_WAY\_CALLING}}Three Way Calling | {{#IF\_CALLER\_ID}} 🗹{{/IF\_CALLER\_ID}} {{^IF\_CALLER\_ID}} 🞎{{/IF\_CALLER\_ID}}Caller ID  {{#IF\_CALLER\_ID\_BLOCK}} 🗹{{/IF\_CALLER\_ID\_BLOCK}} {{^IF\_CALLER\_ID\_BLOCK}} 🞎{{/IF\_CALLER\_ID\_BLOCK}}Caller ID Block  {{#IF\_DO\_NOT\_DISTURB}} 🗹{{/IF\_DO\_NOT\_DISTURB}} {{^IF\_DO\_NOT\_DISTURB}} 🞎{{/IF\_DO\_NOT\_DISTURB}}Do Not Disturb  {{#IF\_INCLOMINGCALL\_OR\_ANONYMOUS}} 🗹{{/IF\_INCLOMINGCALL\_OR\_ANONYMOUS}} {{^IF\_INCLOMINGCALL\_OR\_ANONYMOUS}} 🞎{{/IF\_INCLOMINGCALL\_OR\_ANONYMOUS}}Incoming Call Block/Anonymous Call Rejection  {{#IF\_LOCATEME}} 🗹{{/IF\_LOCATEME}} {{^IF\_LOCATEME}} 🞎{{/IF\_LOCATEME}} Locate Me  {{#IF\_SIMULTANEOUS\_RING}} 🗹{{/IF\_SIMULTANEOUS\_RING}} {{^IF\_SIMULTANEOUS\_RING}}🞎{{/IF\_SIMULTANEOUS\_RING}}Simultaneous Ring |
|  | | | |  |
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**Frontier Business Voice Service Description::**

Main Line – Frontier Business Voice (FBV) is a Commercial VoIP product available in FiberOptic markets (Indiana) only. The service allows you to control over 20 features (for example: call waiting and call forwarding) and Voice Mail features. Unlimited nationwide calling.  International calling plans are available for purchase.

Unlimited domestic calling, Puerto Rico, and US Territories.  Canada is $0.05 per minute. Acceptable Use Policy applies. Call detail is available through the Portal on-line. Additional Battery Back-up Device available for sale

* + Usage:
    - The following usage types WILL BE included in the plan:
* Domestic outbound interstate, intrastate and IntraLATA long distance usage
* Certain offshore outbound usage to U.S. Territories
  + - The following usage types WILL NOT BE included in the plan:
* Domestic and Canadian inbound (toll free) long distance usage
* International usage
* Directory Assistance
* Information service calls (900)
* Dial-up Internet calls (will be billed at $0.10 per minute)
* Telesales and telemarketing applications using auto dialers

Availability. FBV is available only for new customers only with a maximum of eight 8) business lines. FBV is not available with Centrex lines, foreign exchange central office services or public telephone services and analog to digital conversion, digital PBX services or the equivalents of any such services.

Acceptable Use Policy FBV long distance minutes are only available on line(s) for commercial domestic outbound long distance voice usage. Customers with usage inconsistent with normal commercial applications and usage patterns may be converted to an alternative voice service with charges for local and long distance calling.

**Auto-Renew: Notwithstanding anything otherwise stated in the FSA, if neither party provides the other with written notice of its intent to terminate at least sixty (60) days prior to expiration of the Service Term, this Schedule will automatically renew for the same period of time as the original Service Term, at the same rate. Early Termination Fees apply (per the FSA) for any Service terminated prior to completion of the Service Term.**

Internet Acceptable Use Policy and Security.

* 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/>
* 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.
* 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.

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 leased 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.

**Frontier Business Voice SERVICE LIMITATIONS, INCLUDING POWER OUTAGES AND BACK UP BATTERIES**

* + CUSTOMER HEREBY ACKNOWLEDGES AND AGREES TO ALL OF THE INFORMATION BELOW REGARDING THE LIMITATIONS OF 911 SERVICE OVER FRONTIER’S BUSINESS VOICE AND THE DISTINCTIONS BETWEEN 911 SERVICE OVER FRONTIER’S BUSINESS VOICE AND 911 SERVICE OVER TRADITIONAL WIRELINE TELEPHONE SERVICE. CUSTOMER AGREES TO ADVISE ALL INDIVIDUALS WHO MAY PLACE CALLS OVER FRONTIER’S BUSINESS VOICE OF THE 911 LIMITATIONS DESCRIBED BELOW.
  + Customer is responsible for providing the electrical power necessary for the Frontier Business Voice service to function. The Service, including 911 dialing, will not function during a power outage without a back up power source. A battery back up feature is provided with your Service. With a fully charged battery(s), the battery back up feature will power the basic calling functions of Frontier Business Voice for eight (8) up to twenty (20) hours depending on the type of battery back up device installed. The battery back up feature **will not** power cordless phones, telecommunication devices used to assist customers with disabilities, internet, TV service, or alarm system equipment. A power failure or service disruption may require Customer to reset or reconfigure equipment prior to using the Service, including use of 911 services.
  + Customer acknowledges and understands that 911 service over Frontier Business Voice will not function if your service is not configured correctly or if your Frontier Business Voice is interrupted or not functioning for any reason, including but not limited to, power outage, network outage, or disconnection of your Service because of a breach as defined in the FSA.
  + Frontier recommends that Customer maintains, at all times, at least one alternative means of calling 911 in the event of a power outage such as a wired phone or cellphone, which can access the 911 network without the need of a power source.
  + To conserve battery power during a power outage, Customer should not attempt to use the back up batteries for any purpose other than to power Frontier Business Voice.
  + Customer is solely responsible for determining when the battery back up unit requires replacement. Customer is solely responsible for recycling used batteries in accordance with manufacturer or other specifications. If Customer requires a new battery, Customer may notify Frontier or the manufacturer to request a replacement back up battery.
  + Neither Customer, nor a third party shall move any equipment installed and used for Frontier Business Voice within the Primary Service Location or to another physical locations outside of the Primary Service Location.
  + Frontier does not guarantee the Frontier Business Voice Service will be continuous or error free. Frontier does not guarantee that Frontier Business Voice is completely secure.
  + Frontier Business Voice requires an analog touchtone landline telephone. Customer shall supply the telephone and upon installation it will be connected to the Frontier Network interface of the ONT, either directly or through the Primary Service Location wiring.
  + FRONTIER WILL NOT BE LIABLE FOR ANY LOSSES INCURRED DIRECTLY OR INDIRECTLY AS A RESULT OF SERVICE OUTAGE AND/OR INABILITY AS A RESULT OF A SERVICE OUTAGE AND/OR INABILITY TO DIAL 911 USING FRONTIER BUSINESS VOICE SERVICE OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL FOR ANY REASON, INCLUDOING BUT NOT LIMITED TO 911 CHARACTERISTCIS, LIMITATIONS, AND/OR FAILURE OF THE 911 NETWORK ITSELF.

Early Termination Charge (broadband only)

* Notwithstanding section 4 of the FSA, if Customer terminates the Service for any reason other than breach by Frontier or by Frontier due to Customer’s breach, then Customer shall pay Frontier a termination charge equal to the following calculations:
* **For a 12 month Service Term**: Customer shall pay Frontier a termination charge equal to $33.33 multiplied by the number of months remaining in the Service Term and any applicable taxes and surcharges.  Partial months shall be prorated. The cancellation charge shall not exceed $400.00.
* **For a 24 Month Service Term**: Customer shall pay Frontier a termination charge equal to $25.00 multiplied by the number of months remaining in the Service Term and any applicable taxes and surcharges.  Partial months shall be prorated. Customer The cancellation charge shall not exceed $600.00.
* **For a 36 Month Service Term**: Customer shall pay Frontier a termination charge equal to $22.22 multiplied by the number of months remaining in the Service Term and any applicable taxes and surcharges.  Partial months shall be prorated. The cancellation charge shall not exceed $800.00.

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}} |