THIS MASTER MARKETING AGREEMENT (the “**Agreement**”), effective as of **{{Effective\_Date}}** (the “**Effective Date**”), is made by and between Citizens Telecom Services Company L.L.C. d/b/a Frontier Communications**,** a Delaware limited liability company with offices located at 401 Merritt Seven, 2nd Floor, Norwalk, Connecticut 06851, on behalf of itself and its Affiliates (“**Frontier**”) and {{Legal\_Name}}, a {{StateCompanyFormed}} {{Entity\_Type}} with offices located at {{LegalStreet}}, {{LegalCity}}, {{LegalState}} {{LegalPostalCode}} (“**Agent**”). Frontier and Agent may hereafter be referred to collectively as the “**Parties**”, or individually as a “**Party**”. All documents specifically referenced herein are incorporated into the terms and conditions of this Agreement by such reference.

In consideration of the terms and conditions of this Agreement, the Parties agree as follows:

1. **TERM.** The term of this Agreement shall commence on the Effective Date and will continue until terminated as provided for herein.

1. **DEFINED TERMS.** In addition to terms defined elsewhere in this Agreement, where capitalized, the following words and phrases shall be defined as follows:
   1. “**Affiliate**” means, at any time, and with respect to any corporation, partnership, person or other entity, any other corporation, partnership, person or entity that at such time, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such first corporation, partnership, person, or other entity.
   2. “**Completed Sale**” refers to the installation of a Product as a result of Frontier’s acceptance of an Order, in whole or in part.
   3. “**Confidential Information**” is defined in Section 19.
   4. “**Customer**” means a residential or commercial purchaser (and end user) of the Products.
   5. “**Customer Information**” includes CPNI, Personal Information, and content of Customer’s communications.
   6. “**Customer Proprietary Network Information**” or “**CPNI**” means the data collected by telecommunications companies, including time, date, duration and destination number of each call, the type of network a consumer subscribes to, and any other information that appears on the consumer’s telephone bill or defined by the Federal Communications Commission as CPNI.
   7. “**Frontier Compensation Grid**” is the table provided by Frontier identifying the commission amounts to be earned by and payable to Agent as a result of a Completed Sale, subject the terms and conditions of this Agreement.
   8. “**Network**” means any person or entity performing the Services, in whole or in part, on Agent’s behalf, including but not limited to (i) Agent’s employees and representatives; (ii) Agent’s Affiliates and each of their respective employees and representatives and (ii) the Subagents, Subcontractors, and independent contractors of Agent and each of their respective employees.
   9. “**Order**” means an order for Product(s) submitted to Frontier by Agent, on behalf of a Customer and entered into Frontier’s ordering system in accordance with Frontier’s processes and procedures outlined in a Statement of Work, and the terms and conditions of this Agreement.
   10. “**Personal Information**” means information that, either alone or in combination with other data, identifies or uniquely relates to an individual, including but not limited to an individual’s name, social security number, financial account numbers (e.g., credit or debit card number or bank account information), account passwords and pass codes, driver’s license and/or government-issued identification number, mother’s maiden name, and healthcare records.

## “Product(s)” means Frontier’s communications and entertainment products.

## “Service(s)” means the tasks, obligations, and deliverables identified in this Agreement and the documents and resources incorporated here by reference.

## “Subagent” means a third party that has an agreement with Agent to (i) perform a portion or the whole of the Services granted to Agent under this Agreement and (ii) represent Frontier.

## “Subcontractor” means a third party that has an agreement with Agent to perform a portion of the Services granted to Agent under this Agreement but is not permitted to represent Frontier.

1. **STRUCTURE OF AGREEMENT****.**
   1. Statements of Work. The Parties shall enter into separate Statements of Work (“**SOW**”) in a form similar to that attached hereto as Exhibit A. Certain terms and conditions specific to the Services and Products and any other information required and/or agreed upon by the Parties shall be set forth on or attached to each SOW and incorporated into and made a part of this Agreement when such SOW is executed by the Parties.
   2. Affiliate Enforcement of a SOW. An Affiliate that issues a SOW may enforce the terms and conditions of this Agreement as though the Affiliate was a direct signatory to this Agreement. Default by one Affiliate shall not affect any other Affiliate Party to this Agreement.
   3. Controlling Terms. In the case of conflict between this Agreement and a SOW, the terms of this Agreement shall control. Notwithstanding any other provisions to the contrary, the provisions of this Agreement shall apply to all SOWs between Agent and Frontier unless the Parties expressly agree by written modification to this Agreement that certain provisions of this Agreement shall not apply.
2. **GENERAL SCOPE.**
   1. Non-Exclusive Marketing Rights. It is expressly understood and agreed that Agent’s right to market the Products is a non-exclusive right. During the term of this Agreement and thereafter, Frontier shall have the right, without obligation or liability to Agent, to market the Products in any geographic area, whether through other alliances or affiliations, through Frontier employees, agents or representatives, or by any other means. In addition, it is expressly understood and agreed that Agent does not grant to Frontier any exclusive rights under this Agreement.
   2. Exception to Non-Exclusive Marketing Rights. Exceptions to Subsection 4.1 may be granted by Frontier and stipulated in a SOW.
   3. Frontier’s Policies, Methods, and Procedures. The Services provided by Agent shall be in accordance with the terms of the Agreement, any SOW, and Frontier’s established methods, policies and procedures, including but not limited to those regarding treatment and use of Customer Information, which shall be provided in writing and/or under F[ONE] at <https://kb.ftr.com>, and may be modified from time to time at Frontier’s discretion, where reasonably possible given the timing of the event and its impact on Frontier, shall be in advance thereof or otherwise as promptly as practicable. Agent shall communicate Frontier’s methods, policies and procedures to the Network members, as applicable, within two (2) business days of receipt from Frontier, and shall take appropriate measures to cause the Network to train all Network members assigned to perform Services on the applicable methods, policies and procedures.
   4. Customer’s Consent. Agent represents, understands, and acknowledges that applicable regulations prohibit the use of Customer Information for the marketing or selling of certain services without Customer’s consent. To the extent Agent is required by applicable law and/or Frontier’s policies, standards and practices to obtain Customer’s consent before using any Customer Information to market a Product, Agent shall comply with and shall cause the Network to comply with all such laws and Frontier policies, standards and practices in obtaining the Customer consent, and Agent shall allow and cause the Network to allow for audio recording of calls where Customer’s verbal consent to access Customer Information is sought, and/or, for third-party verification.
   5. Delivery of Services.
3. Agent shall, and shall cause the Network to:
4. provide the Services in a professional manner, consistent with the terms and conditions of this Agreement and any SOW;
5. provide prompt, courteous, professional and efficient service to the public and do nothing that would tend to discredit, dishonor, reflect adversely upon, or in any manner injure the reputation of Frontier, its Affiliates, successors and assigns;
6. use lawful and non-deceptive sales practices and comply with Frontier’s instructions, policies, directives, standards and procedures when marketing the Products;
7. follow all talking points, training and guidelines on any and all contracts with Customers as communicated by Frontier, which may be modified from time to time at Frontier’s sole discretion;
8. take all reasonable measures under its control to ensure Customers do not experience any undue delay, inconvenience or discomfort when dealing with Agent or the Network;

1. only market the Products in accordance with the rates, terms and conditions set forth in the applicable Frontier publications and/or tariffs;
2. obtain pricing authorization from Frontier prior to communicating any offer varying from tariff pricing in the event Products are offered pursuant to tariffs that permit flexible pricing; and
3. treat all Customer Information as confidential.

(b) Agent shall not, and shall cause the Network to not:

1. disparage Frontier or its Products nor any Frontier competitors or any third parties in connection with performance of the Services;
2. misrepresent the Products or otherwise modify or expand the claims, representations or warranties provided by Frontier;
3. review or use, in any manner, any Customer Information other than as permitted by law and only in performance of Agent’s obligations under this Agreement or any SOW;
4. use abusive or profane language or condescending or sarcastic tones of voice with a Customer;
5. disseminate pricing for the Products other than the published pricing outlined in writing by Frontier;
6. add fees or charges, where such fees or charges are not listed in the applicable Frontier tariff or any other Frontier pricing publication; and
7. offer volume discounts, rebates, waivers, or any other price adjustment, except with the express written authorization of Frontier.

* 1. Customer Issues. Agent shall be responsible for examining, handling, and responding to Customer complaints and escalations originating from Customer interactions with Agent or the Network in the timeframe and fashion outlined in Frontier policies and procedures. Customer complaints and escalations must be addressed within one (1) business day following Agent’s and/or Network’s receipt of the complaint and in a manner satisfactory to Frontier. Agent shall and, where applicable, shall cause the Network to administer, examine, resolve all complaints and escalations, and maintain a record of all such activities (“**Customer Issues Logs**”). Customer Issues Logs shall be forwarded electronically to a designated Frontier contact upon request or when the complaint or escalation is closed. Agent shall immediately notify Frontier in the event any lawsuit is filed against Agent relating to the Services.
  2. Installation of Equipment. Agent is not authorized by Frontier to install any equipment associated with the Products, or provide any other service or product not specifically authorized by this Agreement or any SOW.
  3. Product Portfolio. Frontier reserves the right to change its Product portfolio at any time.
  4. Proposed Marketing Methods. Agent shall submit to Frontier for prior review and written approval, all proposed marketing methods relating to the Products and/or the Services or using the Licensed Marks (defined in Section 5.1). Such proposals shall be sent to Frontier’s key personnel as designated in a SOW.
  5. Suspension of Services. Frontier may suspend Agent’s performance of any Services at any time, with or without cause, in whole or in part, upon written notice to Agent. In such event, Agent shall discontinue performing the Services, and thereafter resume performance when directed to do so by Frontier, subject to availability of personnel.
  6. Payment for Properly Performed Services. Agent shall be entitled to payment earned as a result of Services provided so long as the Services are performed in accordance with the requirements set forth in this Agreement and any SOW. Agent is not authorized to act for or on behalf of Frontier except as specifically outlined herein.

1. **TRADEMARKS AND TRADE NAMES.**
   1. Use of Licensed Marks. Subject to the terms and conditions specified in this Agreement, Frontier hereby grants to Agent, for the term of this Agreement, a non-exclusive, non-assignable license to use the trade names, trademarks and service marks listed in the “Graphic Standards & Branding Guidelines” delivered to Agent as same may be modified by Frontier (“**Licensed Marks**”) to be used in conjunction with its provided Services. Agent may sublicense such Licensed Marks to the Network, subject to the terms and conditions specified in this Agreement.

* 1. Licensed Marks Format. Agent shall not use the Licensed Marks in any format other than the most recent graphic configuration set forth in the Graphic Standards and Branding Guidelines. Agent shall not use any of the Licensed Marks as part of its corporate name, trade name or business name. Agent further agrees to abide by, and impose upon any sublicensees, such policies, standards and practices regarding the use of the Licensed Marks as Frontier may establish from time to time.
  2. Licensed Marks Ownership. Agent acknowledges the value of the Licensed Marks and the goodwill associated therewith and acknowledges that such goodwill is a property right belonging to Frontier or to Frontier’s parent or Affiliates and that Frontier or Frontier’s parent or Affiliates are the owners of all trademarks, service marks, trade names, and other rights in the Licensed Marks. Agent acknowledges that nothing contained in this Agreement is intended as an assignment or grant to Agent of any right, title or interest in or to the Licensed Marks. Agent shall not challenge the title or any right of Frontier or Frontier’s parent or Affiliates in and to the Licensed Marks or benefit therefrom, or make any claim or take any action adverse to Frontier’s or Frontier’s parent or Affiliates ownership of the Licensed Marks. All rights, if any, that may be acquired by use of the Licensed Marks by Agent shall inure to the benefit of and be on behalf of Frontier and Frontier’s parent and Affiliates. Agent shall not adopt, use (other than as authorized herein), register or seek to register any trade name, trademark or service mark anywhere in the world which is identical to any Licensed Mark or which is so similar thereto as to constitute a deceptive colorable imitation thereof or to suggest or imply some association, sponsorship or endorsement by Frontier or Frontier’s parent or Affiliates. Frontier represents and warrants there is no action, suit, proceeding, claim or investigation pending, or, to the best of Frontier’s knowledge, threatened against or affecting Frontier in any court or government department, commission, board or agency that, if adversely determined, might adversely affect or restrict Agent’s performance or Frontier’s right to possess and use the Licensed Marks hereunder.
  3. Notification. Each Party agrees to notify the other Party promptly upon becoming aware of any unauthorized use of the Licensed Marks. Frontier and its parent and Affiliates shall have the sole right to engage in infringement or unfair competition proceedings involving the Licensed Marks.
  4. Termination of Use of Licensed Marks. Upon termination or expiration of this Agreement, the license to use the Licensed Marks granted hereunder shall automatically terminate and Agent shall and shall cause the Network to immediately cease any use of such Licensed Marks. Agent shall also promptly destroy or return to Frontier all materials, except material required to be retained by Agent and Network for accounting and record keeping purposes in the ordinary course of their business.

1. **TAXES**. Frontier will not withhold taxes on behalf of Agent, nor be responsible for the payment of any taxes computed upon the income of Agent for the performance of any Services. Agent shall indemnify and hold Frontier harmless from any claim of taxes owed by any government or taxing authority resulting from a transaction under this Agreement.
2. **WARRANTIES.**
   1. Performance of Services. Agent represents and warrants that all Services will be performed: (a) in a professional manner; (b) in conformance with this Agreement and any other written description of the Services (including web-based or other electronic presentation) provided by Frontier; and (c) with the degree of skill and care commensurate with high standards generally associated with Agent’s industry and area of expertise.
   2. Compliance with Laws and Regulations. Agent represents and warrants that the Services will comply in all material respects with all applicable federal, state and local laws and regulations, including but not limited to all applicable: (i) United States Federal Communications Commission (“**FCC**”) rules and regulations governing access to, use and storage of Customer Information; (ii) the Confidentiality of Pennsylvania Customer Communications set forth in 52 Pa. Code § 63.131 through § 63.137; (iii) the Telephone Consumer Protection Act (“**TCPA**”) (47 U.S.C. § 227) and the October 2013 amendments thereto, the Telemarketing Sales Rule (16 C.F.R. Part 310), and any federal, state or local telemarketing and/or "Do Not Call" Regulations (collectively, the “**Telephone Regulations**”) and (iv) any offshore or offsite restrictions with respect to or related to the Services or this Agreement. Agent represents and warrants it shall retain all records of prior written consent required under the TCPA for a period of no less than five (5) years and upon request, make said records promptly available to Frontier. Frontier represents and warrants that it shall comply in all material respects with all applicable federal, state and local laws and regulations, including without limitation with respect to its treatment and protection of Frontier’s Customer Information
   3. Adverse Events. Each Party represents and warrants that there is no action, suit, proceeding, claim or investigation pending, or, to the best of each Party’s knowledge, threatened against or affecting the other Party in any court or government department, commission, board or agency that, if adversely determined, might adversely affect or restrict the other Party’s performance of the Services or Frontier’s right to possess and use Products or other materials to be provided hereunder.
   4. Intellectual Property. Agent represents and warrants that neither the Services nor the performance of the Services will give rise to or result in any infringement or misappropriation of any patent, copyright, trade secret, or any violation of any other intellectual property right of Frontier or any third party.
   5. Third Party Relationships. Each Party represents and warrants that it is not a party to any contracts or relationships with any entity or individual that would interfere with or prevent its compliance with the terms and provisions of this Agreement.
   6. Disclosure of Information Related to Services. Each Party represents, warrants and covenants that it shall immediately notify the other Party if it receives a request from a foreign government, entity or individual for access to or disclosure of any information whatsoever related to this Agreement, the Services, Frontier or any Customer. Each Party further represents, warrants and covenants that it shall not provide such access or disclosure without the express written consent of the United States Department of Justice or the authorization of a court of competent jurisdiction in the United States.

* 1. Utilization of Subagents or Subcontractors. Agent represents and warrants that it will execute a written agreement with each Subagent or Subcontractor containing the equivalent terms to this Agreement and any applicable SOW.
  2. Term of Representations, Warranties and Covenants. All representations, warranties and covenants of each Party contained in this Section shall continue for the term of this Agreement. All obligations of the Parties under this Agreement which, by their nature, would continue beyond termination, cancellation or expiration of this Agreement shall do so. Such obligations, by way of illustration and not limitation, include those relating to and arising under the headings titled Choice of Law and Indemnification, shall survive such termination, cancellation or expiration.

1. **INSURANCE.**
   1. Insurance. During the performance of the Services under this Agreement and/or any SOW, Agent shall procure and maintain, at its sole cost and expense, policies of insurance which will provide coverage for Agent and Frontier for claims which may arise out of or result from the performance of Services under this Agreement and/or any SOW, whether such Services are performed by the Agent or the Network, or by anyone for whose acts they may be held liable in such amounts and upon such terms as follows:

1. Commercial General Liability. Commercial general liability insurance (including, but not limited to coverage for premises and operations, broad form property damage, products/completed operations, contractual liability, independent contractors, personal and advertising injury). This insurance shall have minimum limits of $2,000,000 per occurrence, $2,000,000 in the general aggregate, and $2,000,000 in the aggregate for products/completed operations. Products/completed operations coverage shall be maintained for a minimum of three (3) years after completion of the Services. These limits can be satisfied through a combination of primary liability and umbrella/excess liability policies. Defense costs shall not erode the limits.
2. Workers’ Compensation. Workers’ compensation insurance with coverage and limits complying with the statutory requirements of the jurisdiction in which the Services are being performed.
3. Employers’ Liability (“Stop Gap” coverage). Employers’ liability insurance with coverage for all personnel employed by Agent in connection with its Services hereunder. This insurance shall have minimum limits of $1,000,000 each accident for bodily injury by accident, $1,000,000 each employee for bodily injury by disease, and $1,000,000 policy limit for bodily injury by disease.
4. Professional Liability/Errors and Omissions and Cyber Liability. Professional liability/errors and omissions and cyber liability insurance with coverage for professional liability/errors and omissions, privacy liability, network security liability, and breach response, as applicable to the professional services being provided by Agent. Unless another amount is required under a specific SOW, this insurance shall have minimum limits of $1,000,000 per claim and in the annual aggregate, covering any liabilities incurred before, and up to three (3) years after the completion and acceptance of all professional services performed under this Agreement, either through policy renewals with coverage for “prior acts” occurring at any time after the inception of this Agreement or the purchase of an extended discovery/reporting period (if such extended coverage is available).
5. Comprehensive Automobile Liability. If the use of automobiles are to be used in connection with the performance of Services then Agent shall procure and maintain commercial automobile liability insurance with coverage for all owned (if any), non-owned and hired vehicles used in connection with the performance of Services under this Agreement. Unless another amount is required under a specific SOW, this insurance shall have minimum limits of $1,000,000 combined single limit each accident. These limits can be satisfied through a combination of primary liability and umbrella/excess liability policies. This provision shall only be applicable if, by mutual agreement, the Parties authorize the use of automobiles to be used in connection with the performance of Services under this Agreement.
6. Umbrella/Excess Liability. Umbrella/excess liability insurance coverage shall provide excess limits over the commercial general liability, comprehensive automobile liability and employer’s liability policies. Unless another amount is required under a specific SOW, this insurance shall have minimum limits of $2,000,000 per occurrence and in the annual aggregate. Defense costs shall not erode the limits.
7. Other. Other forms of insurance or bonds that may be required by law or by Frontier to perform Services under a specific SOW.
   1. Qualification of Insurance Companies. All such policies identified under this Section shall be issued by reputable and financially sound insurance companies authorized to do business in the state where the Services are to be performed and with an A.M. Best Rating of A or better.
   2. Deductible or Self-Insured Retention Amount. Any deductible or self-insured retention amount or other similar obligation under the policies identified under this Section shall be the sole responsibility of Agent.
   3. Frontier as Additional Party. Frontier shall be named as an additional insured on the commercial general liability and, to the extent applicable, the umbrella/excess liability policies.
   4. Change in Coverage. All such policies identified under this Section, through policy form language or separate endorsement, will include: (i) a provision that no material change in coverage (including reduction in coverage) or cancellation shall be effective unless Frontier receives thirty (30) days’ prior written notice; and (ii) a provision that Agent’s insurance coverage will be primary and non-contributory to any other valid and collectible insurance available to the Frontier; and (iii) a waiver of subrogation in favor of the Frontier.
   5. Certificate of Insurance. Agent shall furnish to Frontier prior to commencing the performance of Services, and upon each policy renewal thereafter, certificate(s) of insurance evidencing that such policies are in full force and effect. The failure of Agent to furnish any such certificate shall not diminish or otherwise affect its obligation to procure and maintain any policies of insurance contemplated by this Section.
   6. Network Members Insurance. Agent shall take such actions as are necessary to ensure that all of the Network members procure and maintain policies of insurance as if they were subject to the terms and provisions of this Agreement. In the event that certain Network members do not have the insurance contemplated by this Section, Agent agrees that its insurance may be utilized for any claim made under this Agreement.
   7. Scope of Agent’s Liability. The obligation to insure imposed by this Section shall not relieve Agent of any obligations imposed upon it by other Sections of this Agreement. Neither the insurance required, nor the amount or type of insurance maintained by Agent shall limit or affect the extent of Agent’s liability hereunder for injury, death or loss or damage.
8. **FRONTIER PROPERTY.**
   1. Supplies, Materials, and Equipment. All supplies, materials, equipment, and other items Frontier furnishes, either directly or indirectly, to Agent, or for which Frontier reimburses Agent (“**Frontier Property**”), will be and remain the property of Frontier and be used by Agent and the Network solely for the performance of the Services. Agent will not sell, lend, rent, encumber, pledge, lease, transfer, or otherwise dispose of Frontier Property. Furthermore, Agent will not assert, or permit any person claiming an interest through Agent to assert, any claims of ownership to or any other interest in Frontier Property. When permitted by law, Agent waives any lien or other rights that Agent might otherwise have on or in any of Frontier Property.
   2. Condition of Frontier Property. Agent shall and shall cause the Network to (i) accept Frontier Property in an “as is” condition with no assurances from Frontier, regardless of any information or documentation provided by Frontier to Agent indicating that Frontier Property is of a design and condition suitable for Agent’s intended use; (ii) accept the sole risk of damage to or loss of Frontier Property; (iii) use Frontier Property only in furtherance of the Services described in this Agreement; (iv) following the completion of the Services, or when requested by Frontier, return Frontier Property in a condition comparable to the condition when provided to Agent, reasonable wear and tear excepted; (v) conspicuously mark Frontier Property as the property of Frontier and maintain such markings; and (vi) not commingle Frontier Property with the property of Agent or with that of a third person. Agent will and will cause the Network to ensure that Frontier Property is used in a safe and professional manner consistent with this Agreement, Frontier’s instructions and industry practice.
   3. Repossession of Frontier Property. Agent agrees that Frontier has the right, at any time, and from time to time, with or without reason and without payment of any kind, to retake possession of or request the return of Frontier Property. Upon Frontier’s request and in accordance with Frontier’s instructions, Frontier Property will be promptly delivered to Frontier by Agent to any location Frontier designates, at Agent’s cost. If Agent does not release and deliver any Frontier Property in accordance with this Section, Frontier may obtain an immediate writ of possession without notice and without the posting of any bond and/or enter Agent’s premises, with or without legal process, and take immediate possession of Frontier Property.
9. **RELATIONSHIP OF PARTIES.** In providing Services pursuant to this Agreement, Agent is acting solely as an independent contractor and not as an agent of any other party. Persons furnished by Agent shall be regarded solely as Agent’s employees, agents, subcontractors, and/or representatives, and shall be required by Agent to comply with this Agreement and any applicable SOW when performing any of the Services. Each Party shall be responsible for compliance with all laws, rules and regulations involving their respective employees, agents, subcontractors, and/or representatives including (but not limited to) employment, labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible, respectively, for payment of taxes, including, but not limited to, federal, state and municipal taxes, chargeable or assessed with respect to its employees or agents, subcontractors, and/or representatives such as social security, unemployment, workers’ compensation, disability insurance and federal and state income tax withholding. Neither Party undertakes by this Agreement to perform or discharge any liability or obligation of the other Party, whether regulatory or contractual in nature, or to assume any responsibility for the conduct of the business or operations of the other Party. Nothing contained in this Agreement is intended to give rise to a partnership, agency, or joint venture between the Parties or to impose upon the Parties any of the duties or responsibilities of partners or joint venturers.
10. **DIRECTION AND CONTROL.** Frontier shall not direct, control, or supervise Agent as to the details or means by which Services are provided. Notwithstanding the foregoing, upon Frontier’s request Agent shall reassign a Network member so that particular Network member is no longer providing the Services outlined in this Agreement. Frontier may also request Agent to cease the use of any material or equipment with respect to the provision of the Services. Agent shall promptly respond to any such request, at its sole expense.
11. **WORK RULES.**
    1. Work Rules, Policies, and Regulations. While performing the Services, Agent shall and shall cause all Network members assigned by Agent to fulfill a SOW to read and comply with all applicable work rules, policies, and regulations established by Frontier, comprising, but not limited to security, including in connection with access to any Frontier facility, computer, or electronic data storage system, Frontier’s Code of Conduct & Ethics, and Frontier’s Environmental, Health and Safety Manual, both of which are available on Frontier’s website at https://investor.frontier.com/governance, and such other work rules, policies and regulations identified by Frontier, which will be provided to Agent with reasonable advance notice.
    2. Access to Frontier’s Computer or Electronic Data Storage System. If Agent is given access, whether on-site or through remote facilities, to any Frontier computer or electronic data storage system in order for Agent to provide the Services, Agent shall limit such access solely to performance of Services within the scope of this Agreement and shall not access or attempt to access any computer system, electronic file, software or other electronic services other than those specifically required to accomplish the Services required under this Agreement. Agent shall limit such access to those Network members whom Frontier has authorized in writing to have such access in connection with this Agreement, and shall strictly follow all Frontier’s security rules and procedures for use of Frontier’s electronic resources. All user identification numbers and passwords disclosed to Agent and any information obtained by Agent as a result of Agent’s access to and use of Frontier’s computer and electronic data storage systems shall be treated as Frontier’s Confidential Information. Agent agrees to cooperate with Frontier in the investigation of any apparent unauthorized access by Agent to Frontier’s computer or electronic data storage systems or unauthorized release of Confidential Information by Agent.

* 1. Frontier reserves the right to refuse anyone access to its premises, or remove anyone from its premises for any reason, in its sole discretion.

1. **NON-SOLICITATION.** Agent shall not knowingly hire any individual who is currently, or was within the past ninety (90) days, either a Frontier employee or an employee of a Frontier agent. Frontier and its Affiliates shall not knowingly hire, retain or solicit employment or services of any individual who is currently, or was within the past ninety (90) days, an employee of Agent or any Network member, in any case who performed Services for Frontier hereunder, to perform services which are substantially similar to the Services set forth in this Agreement.
2. **PARTICIPATION OF NETWORK MEMBERS.**
   1. Assignment of Network Members. Any Network member assigned to perform a portion or the whole of the Services shall adhere to the terms and conditions of this Agreement and any SOW. Agent will maintain a current list of all Network members (“**Network List**”), and provide such Network List to Frontier upon request. Agent shall discontinue the use of any Network member for the provision of Services hereunder, as directed by Frontier, immediately upon receiving written notice.
   2. Acts or Omissions. Any Network member working on behalf of the Agent will be and will remain the responsibility of the Agent for all acts and omissions of any Network member or of any other entity to which Agent has assigned any of its rights or delegated any of its obligations under this Agreement or any SOW.
   3. Security Program. Agent shall have a documented security program and policies that provide guidance to the Network members to ensure the security, confidentiality, integrity, and availability of personal data and systems maintained or processed by Agent, and that provides express instructions regarding the steps to take in the event of a compromise or other anomalous event.
   4. Outsourcing of Agent’s Information Security Obligations. Agent shall not outsource its information security obligations to a prospective Network member, in whole or in part, without written permission from Frontier. Prior to seeking Frontier’s consent, Agent shall provide Frontier with full details of the proposed outsourcing including the identity of the prospective Network member, its data security record, the location of its processing facilities, a description of the proposed access to Frontier Data (as defined in Section 20), and any other information Frontier may reasonably request in order to assess the risks involved in allowing the Network member to process Frontier Data.
   5. Use of Subagents and Subcontractors. For those Subagents and Subcontractors assigned to perform a portion or the whole of the Services, Agent shall execute a written agreement with each Subagent or Subcontractor containing the equivalent terms to this Agreement and any applicable SOW; provided, however, that Agent shall not be entitled to permit the Subagent or Subcontractor to further delegate all or any part of the Subagent’s or Subcontractor’s processing without Agent’s prior written consent and which provides Frontier with third-party beneficiary rights to enforce such terms; and/or require Agent to procure that the Subagent or Subcontractor enters into an Agreement with data protection with Frontier directly if privity of contract is required by law.
3. **INDEMNIFICATION.**
   1. By Agent. Agent shall defend, indemnify and hold harmless Frontier, its parents, subsidiaries and Affiliates, and their respective directors, officers, partners, employees, agents, successors and assigns from and against any claims, demands, lawsuits, damages, liabilities, loss, costs or expenses (including, but not limited to, reasonable fees and disbursements of counsel and court costs), judgments, settlements and penalties of every kind (“**Claims**”) made by or payable to a third party, arising from or in connection with: (i) injuries (including death) to persons or damage to property, including theft, resulting in whole or in part from the acts or omissions of Agent or the Network; (ii) a material breach of this Agreement or any SOW by Agent; (iii) a breach of any representations or warranties set forth herein or in any SOW by Agent; (iv) violation of any law, statute, regulation or governmental order including, but not limited to, alleged or actual noncompliance with the Telephone Regulations by Agent or the Network; (v) negligence, recklessness or willful misconduct on the part of Agent or the Network; (vi) any actual or alleged infringement or misappropriation of any patent, trademark, copyright, trade secret or any actual or alleged violation of any other intellectual property or proprietary rights in connection with the Services by Agent or Network (other than Agent’s use of the Licensed Marks in conformity with Frontier’s specifications); and (vii) any workers’ compensation or similar claim by Agent and/or the Network; provided, however, if a Claim is the result of the joint negligence, joint misconduct, or joint fault of Frontier and Agent, the amount of the Claim for which the indemnified Party is entitled to indemnification shall be limited to that portion of the Claim attributable to the negligence, misconduct, or other fault of the other or anyone acting under such Party’s direction, control, or on its behalf.
   2. By Frontier. Frontier shall defend, indemnify and hold harmless Agent, its parents, subsidiaries and Affiliates, and its and their respective directors, officers, partners, employees, agents, successors and assigns from Claims made by a third party outside the Network, to the extent arising from: (i) injuries (including death) to persons or damage to property, including theft, resulting in whole or in part from the acts or omissions of Frontier; (ii) a material breach of this Agreement or any SOW by Frontier; (iii) a breach of any representations or warranties set forth herein or in any SOW by Frontier; (iv) violation of any law, statute, regulation or governmental order, or at common in connection with the Products by Frontier including, allegedly inaccurate, false, or deceptive advertising material required by Frontier; (v) negligence, recklessness or willful misconduct on the part of Frontier and its Affiliates; (vi) any actual or alleged infringement or misappropriation of any patent, trademark, copyright, trade secret or any actual or alleged violation of any other intellectual property or proprietary rights by any materials or information used by Agent or the Network in the same form/format provided by Frontier, including the Licensed Marks; and (vii) any misrepresentation or inaccurate information provided by Frontier to Agent for use in the provision of Services; provided, however, if a Claim is the result of the joint negligence, joint misconduct, or joint fault of Frontier and Agent, the amount of the Claim for which the indemnified Party is entitled to indemnification shall be limited to that portion of the Claim attributable to the negligence, misconduct, or other fault of the other or anyone acting under such Party’s direction, control, or on its behalf.
   3. Indemnification Obligations. The Parties agree that the fees established under this Agreement include consideration for the obligation to indemnify as set out herein. The obligations in this Section shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by Agent under the Workers’ Compensation Acts, Disability Benefits Acts, or any other employee benefit act. The indemnification obligations herein shall be the indemnified Party’s sole remedy with respect to a claim of infringement.
   4. Notification of a Claim. Each Party shall promptly notify the other in writing of any Claims covered by an indemnity obligation. Promptly after receipt of such notice, the indemnifying Party shall assume the defense of such Claim with counsel reasonably satisfactory to the indemnified Party (which includes the right to compromise or settle any such Claim). If the indemnifying Party fails, within a reasonable time after receipt of such notice, to assume the defense with counsel reasonably satisfactory to the indemnified Party, then such indemnified Party shall have the right to undertake the defense, compromise, and settlement of such Claim for the account and at the expense of the indemnifying Party. The indemnified Party shall provide reasonable assistance to the indemnifying Party, at the indemnifying Party’s cost and expense, in connection with any Claim. Notwithstanding the foregoing, if the indemnified Party in its sole discretion so elects, such indemnified Party may also participate in the defense of such Claims on a non-controlling basis by employing counsel at its expense, without waiving the indemnifying Party’s obligations to indemnify or defend. Neither Party shall (i) settle any Claim; (ii) compromise any Claim; or (iii) consent to the entry of any judgment, without the prior written consent of the other Party and without an unconditional release of all liability by each claimant or plaintiff with respect to such other Party. In the event of a Claim involving infringement or a violation of an intellectual property right, the indemnified Party shall promptly cease use of the infringing materials/information until further notice by the indemnifying Party.
4. **LIMIT OF LIABILITY.**  IN NO EVENT SHALL EITHER PARTY BE LIABLE TO OTHER PARTY, ITS EMPLOYEES, SUBAGENTS, SUBCONTRACTORS, AND/OR REPRESENTATIVES, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE DAMAGES, OR LOST PROFITS FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF. THE FOREGOING LIMITATIONS SHALL NOT APPLY WITH RESPECT TO CLAIMS OR DEMANDS (i) RESULTING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, A BREACH CONFIDENTIALITY OBLIGATIONS OR FAILURE TO COMPLY WITH LAW, OR (ii) WHICH INVOKE THE OBLIGATION TO INDEMNIFY THE OTHER PARTY.
5. **DEFAULT AND TERMINATION.**
   1. Termination for Convenience. Either Party may terminate this Agreement without cause by providing thirty (30) days’ prior written notice to the other Party. After the first one hundred twenty (120) days following the Effective Date, either Party may terminate this Agreement without cause upon fifteen (15) days’ prior written notice to the other Party.
   2. Termination for Cause. This Agreement may be terminated for cause in the following circumstances:
6. If either Party is in violation of any of the terms, conditions or covenants of this Agreement, and fails to cure such violation within ten (10) days of the breaching Party’s receipt of written notice of such breach, then the non-breaching Party may terminate this Agreement immediately upon written notice. Thereafter, if the breaching Party violates the same term, condition or covenant at any time during the remainder of the term of this Agreement, the non-breaching Party may immediately terminate this Agreement without providing the breaching Party the opportunity to cure such violation.
7. Either Party may terminate this Agreement immediately upon notice to the other Party in the following circumstances:
8. Party files a voluntary petition for bankruptcy, is adjudged bankrupt, a court assumes jurisdiction of the assets of the Party under a federal reorganization act, a trustee or receiver is appointed by a court for all or substantially all of the assets of the Party, the Party becomes insolvent or suspends its business, or the Party makes an assignment of its assets for the benefit of its creditors (except as required in the ordinary course of business);
9. the identity of the Party’s business is materially changed by the sale of its business, transfer of control of its outstanding stock, merger, or otherwise, except pursuant to the other Party’s consent in accordance with Section 24 (ASSIGNMENT); or
10. any violation of the following provisions by the Party: Section 4 (TRADEMARKS AND TRADE NAMES), Section 19 (CONFIDENTIAL INFORMATION), or Section 22 (COMPLIANCE WITH LAWS AND REGULATIONS).
11. Agent may terminate this Agreement upon written notice to Frontier: (i) upon the institution of bankruptcy, receivership, insolvency, reorganization or other similar proceedings by or against Frontier under any section or chapter of the United States Bankruptcy Code, if such proceedings have not been dismissed or discharged within thirty (30) calendar days after they are instituted; or (ii) if Frontier fails to pay any amount due in a timely manner following the appeal and Dispute Resolution processes outlined herein.
    1. Procedures Upon Termination.

1. Agent shall:
2. discontinue all Services as of the effective date of termination;

1. discontinue the use of Frontier’s Licensed Marks and remove all Licensed Marks from any other partner-owned sites where Frontier is referenced in some form including Frontier pages, blogs, inclusion in any search results for availability, and any other locations that make reference to Frontier;
2. return all of Frontier’s Confidential Information in its possession; provided, however, that Agent may destroy such Confidential Information in lieu of returning, but only to the extent that Frontier expressly agrees to such destruction. Any secondary copies, views, or images of such Confidential Information remaining in Agent’s possession after all such required Confidential Information has been return to Frontier shall be destroyed;
3. promptly deliver to Frontier all completed Orders and work in progress (including but not limited to notes, draft reports, and similar materials); and
4. promptly return to Frontier all Frontier equipment and materials provided to Agent by Frontier. If Agent fails to return such equipment and materials, Frontier may reduce the payment of final compensation by an amount equal to the then current fair market value of any such equipment and materials provided by Frontier and remaining in Agent’s control or possession at the time of such termination. If no final compensation is due, Frontier may invoice Agent for such amounts and Agent shall remit payment within thirty (30) days of receipt of such invoice.
5. **NOTICE.**
   1. Notices. 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 Party as follows:

To Agent: At Agent’s address shown on the first page of this Agreement

Attn: {{Legal\_Name}}

E-mail: {{BillingEmail}}

To Frontier: Citizens Telecom Services Company L.L.C.

d/b/a Frontier Communications

Attn: Lawanna Miller, Director, Alternate Channels

7979 N. Belt Line Rd.; Cube No. S1B29

Irving, TX 75038

E-mail: [lawanna.miller@ftr.com](mailto:lawanna.miller@ftr.com)

with a copy to: Citizens Telecom Services Company L.L.C.

d/b/a Frontier Communications

Attn: Greg Anderson, Vice President, Alternate Channels

8001 West Jefferson Blvd.

Fort Wayne, IN 46804

E-mail: GA3203@ftr.com

* 1. Completed Delivery. Such notice shall be deemed to have been given or made when actually received as specified above. An email is considered to be received at the time it is sent as recorded by the sender’s system, unless the sender receives an automated message that the email has not been delivered. Each Party hereto may change its address by a notice given to the other Party in the manner set forth above.

1. **CONFIDENTIAL INFORMATION; DATA PROTECTION.**
   1. Obligations. During the term of this Agreement, each Party may come into contact with, have access to, or acquire Confidential Information. “**Confidential Information**” means confidential, trade secret, and proprietary information of Agent, Frontier or Customers, including any nonpublic information relating to technologies, products, promotional and marketing activities, finances and financial plans, Customers, business plans, analyses, models, key personnel and contacts, business targets, strategies and objectives, capabilities, business affairs, and any third party information that the disclosing Party is otherwise obligated to keep confidential, and that should reasonably have been understood by the receiving Party, because of: (i) legends or other markings; (ii) the circumstances of disclosure or access; or (iii) the nature of the information, regardless of form (including but not limited to tangible or intangible, written, oral or visual). Except as otherwise specified, Confidential Information includes this Agreement and all of its terms and conditions. Such Confidential Information is, and shall remain, the exclusive property of each Party. The receiving Party shall treat and maintain all Confidential Information as confidential, whether or not it has been physically marked as *Confidential* or *Proprietary*. Confidential Information may be used by the receiving Party only to the extent reasonably required in the performance of its obligations under this Agreement and Agent may only distribute Confidential Information to Network members who have a need to know in order to perform pursuant to this Agreement, and who are bound to maintain confidentiality. The Confidential Information may not be released to any other person, entity, or the public without the prior written consent of the disclosing Party. The receiving Party shall protect all such Confidential Information of the disclosing Party with the care and diligence with which it protects its own proprietary information which shall, at minimum, be the same level of care and diligence that would generally be expected of a responsible party similarly situated. Agent shall at all times comply with 47 C.F.R. Part 64.2001 et seq. regarding CPNI.
   2. Exceptions. The foregoing obligations shall not apply to any information: (i) lawfully in the receiving Party’s possession prior to its acquisition from the disclosing Party; (ii) received in good faith from a third party not subject to any confidentiality obligation to the disclosing Party; (iii) which now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or (iv) which is independently developed by the receiving Party or the Network without use of, reference to, or influence by the disclosing Party’s Confidential Information.
   3. Notification. The receiving Party shall notify the disclosing Party within five (5) business days of knowledge of any misuse of any Confidential Information by the receiving Party or the Network. The receiving Party agrees to cooperate with the disclosing Party in the investigation of any such apparent unauthorized intrusion (electronic or physical) or unauthorized release of Confidential Information.
   4. Disclosures. If the receiving Party receives a request to disclose any Confidential Information to comply with any law, rule, regulation or order of a court or governmental agency, the receiving Party agrees that, prior to disclosing any Confidential Information, it shall: (i) notify the disclosing Party of the existence and terms of such request; (ii) cooperate with the disclosing Party in taking legally available steps to resist or narrow any such request; and (iii) if disclosure is required, exercise best efforts to obtain a protective order or other reliable assurance that confidential treatment will be afforded to the Confidential Information disclosed.
   5. Information Related to the Services, Frontier or any Customer. If the receiving Party receives a request from a foreign government, entity or individual for access to or disclosure of any information whatsoever related to the Agreement, Services, Agent, Frontier or any Customer, the receiving Party agrees to immediately notify the disclosing Party. The receiving Party further agrees to not provide such access or disclosure without the express written consent of the United States Department of Justice or the authorization of a court of competent jurisdiction in the United States.
   6. Confidentiality of Terms. Each Party agrees not to provide copies of this Agreement, or otherwise disclose the terms of this Agreement, to any third party without the prior written consent of the other Party, which shall not be unreasonably withheld, conditioned or delayed; provided, however, that: (i) the disclosing Party may, without obtaining the receiving Party’s consent, provide copies or make disclosures to prospective purchasers of the business of the disclosing Party, disclosing Party’s parent, Affiliates and subsidiaries, any regulatory or judicial body requesting such information; and (ii) either Party may, without obtaining the other Party’s consent, provide copies or make disclosures to their auditors, banks or financial advisors, provided such third parties are bound to an obligation of confidentiality. Agent agrees not to publish or use any advertising, sales promotion, press release, or publicity documents regarding or referring to this Agreement, or to use the name, trademarks, service marks or trade names of Frontier for any purpose whatsoever, without Frontier’s prior written approval, which may be granted in Frontier’s sole discretion per occurrence.
   7. Expiration or Termination of Agreement. Upon expiration or termination of this Agreement, each Party shall return all Confidential Information to the other Party in its possession as of the effective date of such termination or expiration to the disclosing Party. Provided, however, that each Party may destroy such Confidential Information in lieu of returning, but only to the extent that the disclosing Party expressly agrees to such destruction. Any secondary copies, views, or images of such Confidential Information remaining in each Party’s possession after all such required return shall be destroyed.
   8. Cardholder and Authentication Data. As between Agent and Frontier, cardholder data and sensitive authentication data (as those terms are used by the Payment Card Industry Security Standards Council (“**PCI SSC**”) are Frontier’s Confidential Information and subject to the security and nondisclosure requirements of this Agreement. Agent acknowledges that if it obtains cardholder data, it is responsible for the security of cardholder data and sensitive authentication data in its possession, if any. Notwithstanding the foregoing, the requirements of the PCI SSC will control over any conflicting or inconsistent requirements elsewhere in this Agreement.

* 1. Offshore Restrictions.

1. In no event shall Confidential Information regarding or pertaining to Frontier’s systems, infrastructure, employees, or Customers be stored, transmitted, or accessed at, in, through, or from a site located outside the United States nor made available to any person who is located outside the United States unless such Confidential Information relates solely, directly and independently (i) to Frontier employees or Customers located outside of the United States, or (ii) to voice or data communications of Frontier or its Customers that originate and terminate outside the United States, or (iii) to Frontier systems and/or infrastructure dedicated to the provision of Frontier’s voice or data services outside the United States or otherwise necessary for storage or access outside the United States in connection with security, back-up, disaster recovery, or related purposes as required by Frontier services specifications, security and/or technical requirements.
2. Exceptions to Subsection 19.12(a) may be granted, in Frontier’s sole discretion, and subject to: (i) the policies of the relevant Frontier business unit governing the placement of work with resources located outside the United States and (ii) any conditions imposed by Frontier on the access to systems or data by such resources as a result of such review. Any exceptions must be granted in advance of the commencement of any work and stipulated in the relevant SOW.
3. Notwithstanding anything otherwise stated herein, in no event (i) shall Agent provide, direct, control, supervise, or manage any voice or data communication with regard to Frontier’s Customers that occurs between United States locations (or the United States portion of any international communication that may originate or terminate within the United States) from a location outside of the United States, nor (ii) shall Confidential Information be stored, transmitted, or accessed, from, at, in, or through a site located outside the United States without Frontier’s prior written consent.
4. Nothing in this Section is intended to nor shall it operate in derogation of any requirement imposed on Frontier by a governmental body or agency outside the United States.
   1. Placement of Work Offsite. Agent shall seek Frontier’s prior written consent before allowing any Network member to perform any of the Services offsite of Agent’s or Network’s company sites where any access, transmission, or storage of Confidential Information and CPNI may take place.
   2. Remedies Due to Breach. The Parties acknowledge that any breach of this Section may cause immediate and irreparable injury to the non-breaching Party and that monetary damages will be inadequate to compensate the non-breaching Party for such breach. Having acknowledged the foregoing, Parties agree that, in the event of such breach, the non-breaching Party will be entitled to seek injunctive relief, in addition to all other remedies available to it at law or in equity. This Section in no way limits the liability or damages that may be assessed against the breaching Party in the event of a breach of any of the provisions of these confidentiality obligations.
5. **RIGHT TO AUDIT.** 
   1. Maintenance and Retention of Records. Agent shall maintain complete and accurate records of all invoices and all amounts billable to and payments made by Frontier in accordance with generally accepted accounting practices. Agent shall retain such records for a period of one (1) year from the completion of the performance of Services covered by this Agreement, and shall make them available to Frontier upon request, subject to applicable federal and state laws. Notwithstanding the foregoing, in the event of a dispute, Agent shall retain all related records through resolution of such dispute.
   2. Audit and Notice. During the term of this Agreement and for one (1) year following the termination of the Agreement, Agent shall allow Frontier and its authorized agents and representatives upon not less than five (5) business days’ notice to audit Agent’s records or systems related to this Agreement for verification of Agent’s compliance with all provisions of this Agreement, subject to applicable federal and state laws. At Frontier’s request, the auditor shall have access to Agent’s records and systems related to this Agreement for purposes of audit during normal business hours during the term of this Agreement.
   3. Examination of Electronic Data. Frontier reserves the right to examine, or to have its authorized agents examine, all electronic mail messages, files and other data (“**Data**”), on Agent’s information systems, networks and/or equipment to the extent that such Data originate, terminate or pass through Frontier’s information systems networks and equipment. Furthermore, Frontier reserves the right to monitor, or to have its authorized agent(s) monitor, such activity to determine if access is being abused, Data is secure and Agent is using Frontier systems only for the purpose of fulfilling Agent’s obligations under this Agreement. For purposes of clarity, the examination of Data will not exceed the Data that originates, terminates or passes through Frontier’s information systems networks and equipment.
   4. Agent’s Assistance. Agent shall cooperate and participate in such security testing as deemed necessary by Frontier to ensure that Frontier’s information is not vulnerable to unauthorized disclosure or misuse due to products, services and/or personnel provided by Agent.
   5. Risk Assessments. Frontier shall have the right to conduct risk assessments or inspections of Agent’s equipment, systems, network and/or other facilities that will be used in connection with this Agreement. Frontier can nominate an agent to perform audits on behalf of Frontier.
6. **CHOICE OF LAW.** This Agreement, and the rights and obligations contained in it, shall be governed by and construed in accordance with the laws of the State of New York, without regard to any conflicts of law principles that would require the application of the laws of any other jurisdiction.
7. **COMPLIANCE WITH LAWS AND REGULATIONS.** 
   1. Compliance. Each Party shall comply with, and Agent shall cause the Network to be at all times in compliance with, all applicable federal, state, and local laws, ordinances, regulations and codes (including procurement of required permits or certificates) including but not limited to: (i) any laws pertaining to employment of labor, hours of labor, health and safety, payment of wages, payment of taxes, employment eligibility status and verification (I-9); and (ii) laws that pertain to a contractor of a telephone company and the provisions of this Agreement that apply to the safeguarding, protection, and disposal of Personal Information, CPNI and call detail information, and laws that guard against cramming and slamming as those terms are used by the FCC. Each Party shall obtain, at its expense, all permits and licenses necessary for the performance and completion of the services under this Agreement. Agent shall obtain and keep in full force and effect, at its expense, all applicable permits, licenses, consents, approvals and authorizations for the performance of Services.
   2. Notice Due to an Unauthorized Disclosure of Customer Information. In the event of an unauthorized disclosure of Customer Information in violation of Subsection 22.1, Agent shall provide notice of same either to Frontier’s Ethics Hotline at 877-773-8325 or electronically via https://secure.ethicspoint.com/domain/media/en/gui/21181/index.html within forty-eight (48) hours of Agent becoming aware of such unauthorized disclosure, and to the contract notice addressee set forth in Section 18 (NOTICES), by the means set forth therein. In addition, no person conducting or assisting in an investigation on behalf of Frontier, whether employed by Agent shall make any false statements to obtain information. Agent shall also procure any required permits or certificates necessary to perform its obligations under this Agreement. Agent shall indemnify and hold Frontier harmless against all Claims (as defined in Section 15 (INDEMNIFICATION) arising out of or related to such noncompliance.
   3. Reasonable Accommodations. Agent shall be solely responsible for providing reasonable accommodations, to include auxiliary aids and services, as may be required under the Americans with Disabilities Act, so as to enable any disabled employee furnished by Agent to perform the essential functions of that person’s job as pertains to the Services and shall cause the Network to do the same with the Network members. Agent shall defend, indemnify, and hold harmless Frontier from any claim, demand, lawsuit, action, or liability arising out of failure to comply with the provisions of the referenced Act with respect to providing reasonable accommodations for persons furnished by Agent. The provisions and procedures related to indemnification in this Agreement shall apply in the case of any matters for which indemnification will be sought under this Section.
   4. Violation of Terms by Network Member. If Agent knows, or has reason to suspect, that any member of the Network has violated any of the provisions of this Agreement (including those of this Section) or any applicable law, order or regulation, and the Network member is incapable of curing said violation Agent shall immediately stop using that person to perform any of the Services, or otherwise perform, or assist in the performance of Agent’s obligations hereunder. Any material violation, not remedied in a timely fashion, shall be deemed a breach of this Agreement and, notwithstanding anything otherwise stated herein, Frontier shall have the right to immediately terminate this Agreement. Agent shall indemnify, defend, and hold Frontier harmless against any fines or penalties associated with any violation of slamming laws related to this Agreement.
   5. Third-Party Verification. To the extent Agent markets and/or sells any Product, which could result in Customer selecting a local exchange carrier or a toll carrier (whether regional or long-distance toll), Agent shall comply with each of the following:
8. At Frontier’s request, Agent shall allow for third-party verification of Customer’s selection of Frontier’s local exchange, or regional or long-distance toll service, where such selection is made as a result of the Services.
9. Where required by law, Agent shall connect online with one or more third-party verification vendors selected or subcontracted by Frontier at Frontier’s expense. Agent must have voice and data transfer capability and ability to work in a shared database environment.
10. Agent must establish a reconciliation process to ensure that all Completed Sales involving a carrier change result in successful third-party verification. Agent must be able to exchange files with the Frontier-designated third-party verification service as well as capture specific transaction data from the third-party verification service to complete the authorization of the sale.
11. Agent shall meet established third-party verification objectives specified by Frontier.
12. **CONFLICT OF INTEREST.** 
    1. Conflict with Performance of Services Agent agrees to refrain from accepting or conducting assignments from any person, firm, or company during the term of this Agreement that would conflict with or impair an unbiased performance of the Services or compliance with the representations or warranties under this Agreement. During the term of this Agreement, Agent agrees promptly to disclose to Frontier any business relationship or other matter that may raise a question concerning a conflict of interest.
    2. Relationship between Agent and Frontier. Agent certifies that, to the best of Agent’s knowledge and belief, no economic, beneficial, employment or managerial relationship exists between Agent and any employee of Frontier, or between Agent and any relative of an employee of Frontier, that would tend in any way to influence such employee in the performance of his or her duties on behalf of Frontier in connection with the awarding, making, amending or making determinations concerning the performance of this or any other agreement.
    3. Remunerations, Gratuities and Gifts. The exchange or offering of any money, gift item, personal service, entertainment or unusual hospitality by Agent to Frontier is expressly prohibited. This prohibition equally applicable to both Parties’ officers, employees, agents and immediate family members. Any violation of this provision constitutes a material breach of this Agreement.
13. **ASSIGNMENT.** The Parties may not assign this Agreement, in whole or in part, without the prior written consent of the other Party and any purported assignment shall be void and ineffective, except that (a) Frontier may assign this Agreement to an Affiliate, or to a third party in connection with a merger or sale of all or substantially all of its stock or assets. To the extent that Agent wishes to assign this Agreement to an entity in connection with a merger or sale of all or substantially all of its stock or assets and such successor agrees in writing to assume all of Agent’s obligations under this Agreement, such assignment shall be subject to Frontier’s consent, such consent to assignment will not be unreasonably withheld and that, such assignee has the financial, operational, technical and other necessary capabilities and resources to accomplish any and all obligations under this Agreement in a manner comparable to the expected performance of the assigning Party.

1. **FORCE MAJEURE.** If performance of this Agreement, any SOW, or a compensable program associated with any SOW is prevented, restricted or interfered with by reason of acts of God or natural disaster such as but not limited to a violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning; as well as wars, revolution, civil commotion, acts of public enemy, embargo, acts of government in its sovereign capacity, plague, epidemic, pandemic, outbreak of an infectious disease or any other public health crisis, including quarantine or other employee restrictions, or any other circumstances beyond the reasonable control and not involving any fault or negligence of the Party affected (“**Force Majeure Event**”). The Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis during the continuance of the Force Majeure Event. The other Party shall likewise be excused from performance of its obligations on a day-to-day basis during the same period; provided, however, that the Party so affected shall use commercially reasonable efforts to avoid or remove such causes of nonperformance and both Parties shall proceed immediately with the performance of its obligations under this Agreement whenever such causes are removed or cease. Labor-related performance impediments, such as labor strikes or shortages, are not to be construed as Force Majeure Events. Notwithstanding the foregoing, the occurrence of a Force Majeure Event shall not preclude Frontier from terminating this Agreement for convenience as set forth herein, and shall not apply in such event, to delay or relieve Frontier from paying any amounts that are due and payable with respect to Services that have been provided by Agent prior to the occurrence of any such Force Majeure Event.
2. **WAIVER OF TERMS AND CONDITIONS.** No failure or delay by either Party hereto in exercising any right, power, or privilege hereunder or in any SOW shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise of any right, power, or privilege.
3. **DISPUTE RESOLUTION.** 
   1. Non-Payment Disputes. With the exclusion of payment disputes, the Parties desire to resolve certain disputes, controversies, and claims arising out of this Agreement without litigation. Accordingly, except in the case of (i) a dispute, controversy or claim relating to a breach or alleged breach of the provisions governing confidentiality; (ii) a suit, action or proceeding to compel Agent or Frontier to comply with its obligations to indemnify the other Party pursuant to this Agreement; or (iii) a suit, action or proceeding to compel either Party to comply with the dispute resolution procedures set forth in this Section, or otherwise seeking injunctive relief, the Parties agree to use the following alternative dispute procedure as their sole recourse with respect to any dispute, controversy or claim arising out of or relating to this Agreement or its breach. The term “**Dispute**” means any dispute, controversy, or claim to be resolved in accordance with the dispute resolution procedure set forth in this Section.
   2. Appointment of Representative. At the written request of a Party, each Party shall appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any Dispute. These negotiations shall be conducted by non-lawyer, business representatives. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, shall be exempt from discovery and production, and shall not be admissible in any proceeding or lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted, and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.
   3. Unresolved Dispute. If the negotiations do not resolve the Dispute within ten (10) business days of their commencement or such negotiations do not commence within seven (7) days of request by the other Party in writing, then either Party shall be free to pursue all rights and remedies available at law and/or in equity.
   4. Period of Limitation. Notwithstanding anything otherwise stated, no Dispute or other action, regardless of form, arising out of this Agreement or arising out of, or in connection with, the Services or any documents in any way related to this Agreement may be brought more than one (1) year after the cause of action has arisen. The Parties hereby waive the right to invoke any different limitation on the bringing of actions provided under state law.
4. **SURVIVAL OF OBLIGATIONS.** The respective obligations of Agent and Frontier under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of the Agreement including, but not limited to: (i) obligations not expressly terminated or cancelled in connection with the event that gave rise to the termination of the Agreement; (ii) confidentiality and data protection obligations; and (iii) indemnification obligations, shall survive such termination, cancellation or expiration.
5. **SEVERABILITY.** If any provision of this Agreement is declared or determined to be invalid or unenforceable under applicable law, such invalidity or unenforceability will not invalidate or render this Agreement unenforceable, but this Agreement will be construed as if not containing the particular invalid or unenforceable provision and the rights and obligations of the Parties will be construed and enforced accordingly.
6. **CONFLICTS.** In the event of any conflict between a specific term or condition of this Agreement and a specific term or condition contained in an exhibit or attachment to this Agreement, the specific term or condition of this Agreement shall control and take precedence unless it is stated in a clear and unambiguous matter in the exhibit or attachment that the specific term or condition of the exhibit or attachment is in conflict with the Agreement and takes precedence. The terms and conditions of this Agreement and its exhibits and attachments will control over any additional, conflicting or inconsistent terms contained in any quotation, acknowledgment or invoice, unless agreed in writing by authorized representatives of the Parties.
7. **ENTIRE AGREEMENT; COUNTERPARTS.** This Agreement, together with each SOW, represents the entire understanding between the Parties with respect to the subject matter of this Agreement, and cancels and supersedes all prior agreements or understandings, whether written or oral, with respect to the subject matter. This Agreement may only be modified or amended by an instrument in writing signed by duly authorized representatives of the Parties. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document and the Parties expressly agree to electronic forms of contract execution including Adobe Acrobat® portable document format (.pdf) signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement through their authorized representatives.

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| ****CITIZENS TELECOM SERVICES COMPANY L.L.C.** d/b/a **FRONTIER COMMUNICATIONS**** |  | **{{Legal\_Name}}** |
| **Frontier’s Signature:** **{{Signer2Signature}}** | **Agent’s Signature: {{Signer2Signature}}** |
| **Printed Name: {{Signer2FullName}}** | **Printed Name:** **{{Signer1FullName}}** |
| **Title: {{Signer2Title}}** | **Title:** **{{Signer1Title}}** |
| **Date:** **{{Signer2Date}}** | **Date:** **{{Signer1Date}}** |

**For Frontier Use Only: Contract No. {{ScheduleId}}**

**EXHIBIT A**

**STATEMENT OF WORK NO. {{ScheduleId}}**

**TO**

**MASTER MARKETING AGREEMENT**

THIS STATEMENT OF WORK NO. **{{ScheduleId}}** TO THE MASTER MARKETING AGREEMENT (“**SOW**”) effective as of **{{Effective\_Date}}** (the “**Effective Date**”), is made by and between Citizens Telecom Services Company L.L.C. d/b/a Frontier Communications, a Delaware limited liability company with offices located at 401 Merritt Seven, 2nd Floor, Norwalk, Connecticut 06851, on behalf of itself and its Affiliates (hereafter “**Frontier**”), and {{Legal\_Name}}**,** a {{StateCompanyFormed}} {{Entity\_Type}} with offices located at {{LegalStreet}}, {{LegalCity}}, {{LegalState}} {{LegalPostalCode}} (hereafter “**Agent**”). Frontier and Agent may hereafter be referred to individually as “**Party**”, or collectively as “**Parties**”.

**WHEREAS**, Frontier and Agent are parties to that certain Master Marketing Agreement dated \_\_\_\_\_\_\_\_\_\_\_\_ (the “**Agreement**”); and

**WHEREAS**, the Parties desire to enter into a relationship to which the Agent shall market and sell Frontier’s Products through \_\_\_\_\_\_\_\_\_\_\_\_\_\_ and certain terms and conditions specific to this relationship that are not provided in the Agreement are set forth in this SOW.

**NOW THEREFORE,** in consideration of the foregoing premises and the mutual agreements set forth herein, the Parties agree as follows:

1. **DEFINITIONS.**
2. **TERM AND TERMINATION**
3. **SCOPE OF SERVICES.**
4. **ORDER SUBMISSION PROCESS.**
5. **AGENT OBLIGATIONS.**
6. **FRONTIER OBLIGATIONS.**
7. **BACKGROUND CHECKS.**
8. **TRAINING.**
9. **COMMISSION VALIDATION, PAYMENT, AND DISPUTE PROCESS.**
10. **NON-EXCLUSIVITY.**
11. **MANAGEMENT AND REPORTING.**

SAMPLE

1. **MONITORING.**
2. **MISCELLANEOUS.**

IN WITNESS WHEREOF, Parties hereto have caused this SOW to be executed by their duly authorized representatives.

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| ****CITIZENS TELECOM SERVICES COMPANY L.L.C.** d/b/a **FRONTIER COMMUNICATIONS**** |  | ****AGENT’S NAME**** |
| **Frontier’s Signature:** **{{Signer2Signature}}** | **Agent’s Signature:** **{{Signer1Signature}}** |
| **Printed Name:** **{{Signer2FullName}}** | **Printed Name:** **{{Signer1FullName}}** |
| **Title: {{Signer2Title}}** | **Title:** **{{Signer1Title}}** |
| **Date:** **{{Signer2Date}}** | **Date:** **{{Signer1Date}}** |

**EXHIBIT A – SERVICES PROJECT DETAILS**

**EXHIBIT B – PERMITTED SUBAGENTS AND SUBCONTRACTORS CONTRACTORS**

**EXHIBIT C – ORDER, VALIDATION, BILLING AND PROCESS (“OVBP”)**

**EXHIBIT D – FRONTIER PRODUCT COMPENSATION GRID**