**This is Schedule Number {{ScheduleId}}** to the Frontier Services Agreement dated {{Effective\_Date}} **(“FSA”)** by and between **{{Subscriber\_Name}}** (“Customer”) and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates (“Frontier”). Customer orders and Frontier agrees to provide the Services identified in the Schedule below.

**Primary Service Location:**

|  |  |  |  |
| --- | --- | --- | --- |
| Street Address: | **{{ServiceStreet}}** | **Schedule Date:** | **{{Effective\_Date}}** |
| City, State, Zip: | **{{ServiceCity}} {{ServiceState}} {{ServicePostalCode}}** | **Service Term:** | **{{ContractTerm}}** |
|  |  | **Primary BTN:** | **-****-** |

The following Services will be provided to Customer at the Primary Service Location and the locations identified in Attachment 1.

**{{#LIServiceAddress}}Service Location: {{LIServiceStreet}}{{LIServiceCity}}{{LIServiceState}}{{LIServicePostalCode}}**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Service** | **Qty** | **S&E Code** | **MRC** | **Total MRC** | **Total** |
| {{#Product}} {{ProductDescription}} | {{Quantity}} | {{ProductCode}} | $ {{RecurringCharge}} | $ {{TotalMRC}} | $ **{{**OneTimeCharge**}}{{/Product}}** |
| **Total** |  |  |  | **{{saRecurringTotal}}** | **{{saOneTimeTotal}}** |

**{{/LIServiceAddress}}**

|  |  |  |  |
| --- | --- | --- | --- |
| **Grand Total** |  | **{{RecurringTotal}}** | **{{OneTimeTotal}}** |

\* This Service does not include trunks or lines to deliver the voice call.

1. Service Locations. At each Customer location, Customer shall provide to Frontier a suitable and secure environment for placement of the facilities and equipment to be used by Frontier to provide such Service. Such environment shall include, but not be limited to, the requisite conduit and cabling, entrance facilities and, as required by Frontier for particular Services, and an uninterruptible power supply. Additional charges may be applicable if suitable facilities are not available to provide Services at any locations under this Agreement, or if any additional work or other services are requested by Customer or otherwise necessitated in order to provide the Service(s) described herein or pursuant to subsequent orders. Frontier will inform Customer of any such applicable charges, and Frontier will install such facilities, perform such additional work or provide such other services only upon mutual written agreement of the parties to such additional charges. If Customer does not agree to pay such additional charges, then Frontier shall be excused from providing the affected Service or work. All other Service or work not so affected shall proceed in accordance with the terms and conditions herein.
2. Cancellation and Termination Charges.
   1. Notwithstanding Section 4(a) of the FSA, if Customer cancels any Service prior to installation, Customer shall pay to Frontier its actual incurred costs for provisioning the Service up to the point of termination (including, if applicable all incurred costs associated with Frontier’s performance of Special Construction).
   2. Notwithstanding Section 4(b) of the FSA**,** if Customer terminates any Services prior to the expiration of the Service Term, Customer shall pay to Frontier a termination charge equal to (a) one hundred percent (100%) of the applicable MRC for the terminated Service multiplied by the number of months remaining in the first twelve (12) months of the unexpired portion of the Service Term, and (b) twenty-five percent (25%) of the applicable MRC for the terminated Service multiplied by the number of months remaining in the unexpired portion of the Service Term from the thirteenth (13th) month through the end of the Service Term. Any such termination liability charge shall be due and payable in one lump sum within thirty (30) days of billing.
3. Limitation of Liability. This Service is offered solely as an aid in handling assistance calls in connection with fire, police, public service and other emergencies. Frontier assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of the Service. **Frontier is not responsible for emergency service(s) response to a request for emergency service in connection with or based on display of the 911 ALI record at a Public Safety Answering Point**. Customer shall release, indemnify, defend and hold harmless Frontier from any and all loss or claims whatsoever, whether suffered, made, instituted, or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the Customer or others; except to the extent the events, incidents, or eventualities set forth in this sentence are the result of Frontier’s willful misconduct. In addition, Customer shall release, indemnify, defend and hold harmless Frontier for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of Service features and the equipment associated therewith, or by any services furnished by Frontier in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by party or parties accessing Service hereunder, and which arise out of the negligence or other wrongful act of the Customer, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the acts or omissions (other than gross negligence or willful misconduct) of Frontier, its employees, agents or representatives.

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 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.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Frontier Communications of America, Inc.** | |  | **{{Subscriber\_Name}}** | |
| ***Frontier’s Signature:* {{Signer2Signature}}**  *dl.signhere.2* | | ***Customer’s Signature:* {{Signer1Signature}}**  *dl.signhere.1* | |
| **Printed Name:** | {{Signer2FullName}} | **Printed Name:** | {{Signer1FullName}} |
| **Title:** | {{Signer2Title}} | **Title:** | {{Signer1Title}} |
| **Date:** | {{Signer2Date}} | **Date:** | {{Signer1Date}} |