

**EXHIBIT LIST****DOCKET TITLE: Verizon/Frontier Transfer****DOCKET NUMBER: UT-090842****DATE: December 15 - 18, 2009**

| <b>PARTY: JOINT APPLICANTS</b>            |          |  |  |   |
|---|----------|--|--|---|
| <b>WITNESS: FRONTIER: DANIEL MCCARTHY</b> |          |  |  |   |
| DM-1T                                     | McCarthy |  |  | Filed Direct Testimony of Daniel McCarthy (57 pp.) (7/6/09)   |
| DM-2T                                     | McCarthy |  |  | Supplemental Direct Testimony of Daniel McCarthy (9 pp) (8/3/09)  |
| DM-3                                      | McCarthy |  |  | Form 10-K, Frontier Communications (Period December 31, 2008) (Not Paginated)(8/3/09)                       |
| DM-4                                      | McCarthy |  |  | Form 10-Q, Frontier Communications (Period March 31, 2009)(Not Paginated) (8/3/09)                          |
| DM-5                                      | McCarthy |  |  | Moody's Rating Action dated May 13, 2009 (Not Paginated) (8/3/09)   |
| DM-6                                      | McCarthy |  |  | Independent Analyst Report – Raymond James & Associates (Not Paginated)(8/3/09)                             |
| DM-7                                      | McCarthy |  |  | Preliminary SEC Form S-7 dated July 24, 2009 (Not Paginated) (8/3/09)                                       |
| DM-8HCT                                   | McCarthy |  |  | Filed Highly Confidential Rebuttal Testimony of Daniel McCarthy (87 pp.) (11/19/09)(Revised 11/25/09)       |
| DM-9                                      | McCarthy |  |  | Frontier Press Release on California, Nevada, and South Carolina Approval of Transaction (3 pp.) (11/19/09) |
| DM-10                                     | McCarthy |  |  | SEC Form S-4 for AT&T (8 pp.) (11/19/09)  |
| DM-11                                     | McCarthy |  |  | Frontier Communications – Welcome to the New Frontier dated 5/13/09 (27 pp.) (11/19/09)                     |
| DM-12                                     | McCarthy |  |  | Morgan Stanley Article on Merger (10 pp.) (11/19/09)  |
| DM-13                                     | McCarthy |  |  | Raymond James Article on Frontier (1 p.) (11/19/09)   |
| DM-14                                     | McCarthy |  |  | Moody's Investor Rating Action (3 pp.) (11/19/09)   |
| DM-15                                     | McCarthy |  |  | Fitch Ratings on Frontier (1 p.) (11/19/09)   |
| DM-16                                     | McCarthy |  |  | Stifel Nicolaus Article (5 pp.) (11/19/09)  |
| DM-17                                     | McCarthy |  |  | UBS Investment Research Article (10 pp.) (11/19/09)   |

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|                                   |                |  |  |   |
|-----------------------------------|----------------|--|--|---|
| DM-18                             | McCarthy       |  |  | Transcript Excerpt of Ohio Deposition of Dr. Trevor Roycroft  |
| DM-19                             | McCarthy       |  |  | Excerpt of SEC Form 10-K for AT&T (2 pp.)(11/19/09)   |
| <b>CROSS-EXAMINATION EXHIBITS</b> |                |  |  |   |
|                                   | Public Counsel |  |  | Joint Applicants' Response to PC Data Request No. 062   |
|                                   | Public Counsel |  |  | Joint Applicants' Response to PC Data Request No. 096   |
|                                   | Public Counsel |  |  | Joint Applicants' Response to PC Data Request No. 097   |
|                                   | Public Counsel |  |  | Joint Applicants' Response to PC Data Request No. 103   |
|                                   | Public Counsel |  |  | Joint Applicants' Response to PC Data Request No. 125   |
|                                   | Public Counsel |  |  | Joint Applicants' Response to PC Data Request No. 128   |
|                                   | Public Counsel |  |  | Joint Applicants' Response to PC Data Request No. 156 (Attachments --PC Set3 FRO156 Attach1 2006 MOR (Confidential) (pp. 2-41); PC Set3 FRO156 Attach2 2006 MOR (Confidential) (pp. 42-92); PC Set3 FRO156 Attach3 2006 MOR (Confidential) (pp. 93-145); PC Set3 FRO156 Attach4 2006 MOR (Confidential) (pp. 146-183) |
|                                   | Public Counsel |  |  | Joint Applicants' Response to PC Data Request No. 177   |
|                                   | Public Counsel |  |  | Joint Applicants' Response to PC Data Request No. 190   |
|                                   | Public Counsel |  |  | Joint Applicants' Response to PC Data Request No. 192 (Confidential)  |
|                                   | Public Counsel |  |  | Joint Applicants' Response to PC Data Request No. 193   |
|                                   | Public Counsel |  |  | Joint Applicants' Response to PC Data Request No. 196   |

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|  | Public Counsel |  |  | Joint Applicants' Response to PC Data Request No. 198  |
|  | Public Counsel |  |  | Joint Applicants' Response to PC Data Request No. 204  |
|  | Public Counsel |  |  | Joint Applicants' Response to PC Data Request No. 205  |
|  | Public Counsel |  |  | Joint Applicants' Response to PC Data Request No. 208  |
|  | Public Counsel |  |  | Joint Applicants' Response to PC Data Request No. 209  |
|  | Public Counsel |  |  | Joint Applicants' Response to PC Data Request No. 236  |
|  | Public Counsel |  |  | Joint Applicants' Response to PC Data Request No. 253  |
|  | Public Counsel |  |  | Joint Applicants' Response to PC Data Request No. 255 (Attachment WA PC Set10 FRO255b_C Frontier Proforma Model) (Highly Confidential) |
|  | Public Counsel |  |  | Joint Applicants' Response to PC Data Request No. 256 (Confidential)   |
|  | Public Counsel |  |  | Joint Applicants' Response to PC Data Request No. 257  |
|  | Public Counsel |  |  | Joint Applicants' Response to PC Data Request No. 258  |
|  | Public Counsel |  |  | Joint Applicants' Response to PC Data Request No. 294  |
|  | Public Counsel |  |  | Joint Applicants' Response to PC Data Request No. 296  |
|  | Public Counsel |  |  | Joint Applicants' Response to PC Data Request No. 338 (Confidential)   |
|  | Public Counsel |  |  | Joint Applicants' Response to PC Data Request No. 347  |
|  | Public Counsel |  |  | Joint Applicants' Response to PC Data Request No. 353  |
|  | Public Counsel |  |  | Joint Applicants' Response to PC Data Request No. 358  |
|  | Public Counsel |  |  | Joint Applicants' Response to PC Data Request No. 359  |

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|  | Public Counsel |  |  | Joint Applicants' Response to PC Data Request No. 372 (Confidential)                         |
|  | Public Counsel |  |  | Joint Applicants' Response to PC Data Request No. 413  |
|  | Public Counsel |  |  | Joint Applicants' Response to PC Data Request No. 480  |
|  | Public Counsel |  |  | Joint Applicants' Response to PC Data Request No. 483 (Highly Confidential and Confidential) |
|  | Public Counsel |  |  | Joint Applicants' Response to PC Data Request No. 491  |
|  | Public Counsel |  |  | Joint Applicants' Response to PC Data Request No. 492 (Highly Confidential)                  |
|  | Public Counsel |  |  | Joint Applicants' Response to PC Data Request No. 493 (Highly Confidential)                  |
|  | Public Counsel |  |  | Joint Applicants' Response to PC Data Request No. 494 (Highly Confidential)                  |
|  | Public Counsel |  |  | Joint Applicants' Response to PC Data Request No. 496 (Highly Confidential)                  |
|  | Public Counsel |  |  | Joint Applicants' Response to PC Data Request No. 497 (Highly Confidential)                  |
|  | Public Counsel |  |  | Joint Applicants' Response to PC Data Request No. 107  |
|  | Public Counsel |  |  | Frontier's Internet Acceptable Use Policy  |
|  | Public Counsel |  |  | Verizon's Online Terms of Service  |
|  | Public Counsel |  |  | Frontier Communications Form S-4/A, September 14, 2009 (Excerpt, p. 34)                      |

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Verizon Responses to Public Counsel Data Requests Nos. 1-89  
August 5, 2009

**PUBLIC COUNSEL DATA REQUEST NO. 62:**

Please provide copies of all reports, prepared by or for Frontier or Verizon regarding the condition of the outside plant in the Verizon service areas that Frontier will acquire from Verizon.

**Response:**

Applicants assert Objection Nos. 1, 2, 3, 7, and 12. Subject to and without waiver of its objections, Frontier responds as follows:

Frontier has not prepared any reports internally or in consultation with a third party on the condition of Verizon's outside plant in the service areas that Frontier will acquire from Verizon in Washington.

Prepared By: Cassandra Guinness  
Date: August 5, 2009  
Witness: To be determined

**PUBLIC COUNSEL DATA REQUEST NO. 96:**

Refer to Joint Application p. 2.

- a) Please explain in detail how the transaction will “promote broadband deployment” in Washington to a greater degree than currently anticipated under Verizon ownership.
- b) Please also provide both Verizon’s and Frontier’s current broadband deployment plans for its Washington service territories.
- c) Please provide the Company’s financial model (with cells unlocked, formulas, assumptions and original data available) that shows Frontier will be able to fulfill its broadband build-out commitments while, at the same time, service its current debt load as well as the additional debt assumed to finance the transaction.

**Response:**

Applicants assert Objection Nos. 3, 7, 8, 10. Subject to and without waiver of their objections, Verizon and Frontier respond as follows:

- a) Frontier’s strategic direction is to significantly improve High-Speed Internet penetration in Washington by providing service to currently unserved homes as well as to provide increased capabilities to certain existing homes by increasing bandwidth. Frontier has not completed its analysis of the capabilities of current Verizon properties or developed plans for improving the service offering in the Washington territories. Frontier uses the following methodology to deploy DSL: Frontier’s strategy for addressing unserved or underserved properties involves a detailed investment analysis by Frontier’s Centralized Network Planning in conjunction with Frontier’s Product Development teams. Network Planning engineers provide networking architectures supported by budgetary information that can be used to assess costs and rank by Central Office (i.e. cost per home served, or cost per a grouping of Central Offices). Network engineering will often design aggregates groups of Central Offices in order to optimize demographics and service research to provide a more complete view of the opportunity. Network Planning and Product Development identify costs and develop a plan.
- b) Verizon has no plans to expand DSL to additional customers in Washington. Verizon will continue to build out FiOS to the existing signed but unconstructed LFA commitments. For Frontier, please see response to Public Counsel Data Request 66.

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Verizon Responses to Public Counsel Data Requests Nos. 90 – 128

August 5, 2009

- c) No such model exists as Frontier has not made any specific broadband build-out commitments.

Prepared By: James Miggans and Cassandra Guinness

Date: August 5, 2009

Witness: To be determined

Docket No. UT-090842  
Verizon Responses to Public Counsel Data Requests Nos. 90 – 128  
August 5, 2009

**PUBLIC COUNSEL DATA REQUEST NO. 97:**

Refer to Joint Application, p. 2. The JA indicates that increasing broadband availability is a key strategy for Frontier in order to reduce access line loss. Please provide Frontier's most recent five-year capital budget showing its projected capital additions to telephone plant in Washington as well as the means through which these capital additions will be funded.

**Response:**

Frontier does not currently have access lines within Washington State and does not have a five-year capital budget.

Prepared By: Cassandra Guinness  
Date: August 5, 2009  
Witness: To be determined



**PUBLIC COUNSEL DATA REQUEST NO. 103:**

Refer to Joint Application, p. 15. The JA states “Frontier plans to make greater investments in broadband infrastructure in the rural portions of the acquired Territory beyond the scope of Verizon’s current practices.” Please provide all available support for that statement.

**Response:**

Applicants assert Objection Nos. 1, 3, 7, and 10. Subject to and without waiver of its objections, Frontier responds as follows:

Once this transaction is completed, Frontier’s plan is to focus on and invest in broadband over time in the Verizon exchanges in Washington and the other areas it is acquiring so as to approach the levels of broadband availability and subscribership in these areas that more nearly approximate the 90% achieved in Frontier’s service territories today. In addition, Frontier plans to offer many of the same innovative promotions and service offerings that have focused on the adoption of broadband by consumers. Please see testimony of Daniel McCarthy, EVP and COO, Frontier Communications.

Prepared By: Cassandra Guinness  
Date: August 5, 2009  
Witness: To be determined

Docket No. UT-090842

Verizon Responses to Public Counsel Data Requests Nos. 90 – 128

August 5, 2009

**PUBLIC COUNSEL DATA REQUEST NO. 125:**

Please describe any efforts thus far with regard to obtaining the Special Payment Financing described on page 105 of the Merger Agreement. Please list the lead investment bankers and provide copies of any correspondence regarding the Special Payment Financial between those investment bankers and Spinco or Verizon. Also, if Spinco were to issue securities to Verizon in lieu of borrowing from banks, would those securities be interest-bearing or debt securities?

**Response:**

Applicants assert Objection Nos. 1, 3, 7, 10, and 12. Subject to and without waiver of their objections, Applicants respond as follows:

Lead investment bankers have not been named and formal proposals have not yet been solicited. Frontier has discussed the transaction with several bankers and expects to finalize the financing structure at a later date.

In the event that Spinco were to issue securities to VZ in lieu of borrowing from 3<sup>rd</sup> parties, those securities most likely would be interest bearing. However, no specific plans are contemplated at this time.

Prepared By: Cassandra Guinness

Date: August 5, 2009

Witness: To be determined

Docket No. UT-090842  
Verizon Responses to Public Counsel Data Requests Nos. 90 – 128  
August 5, 2009

**PUBLIC COUNSEL DATA REQUEST NO. 128:**

Please provide Verizon's most recent five-year capital budget for Verizon Northwest. Also please provide Verizon Northwest's most recent five-year financial projections

**Response:**

Applicants assert Objection Nos. 3, 6, 7, 8. Subject to and without waiver of its objections, Verizon responds as follows:

Verizon does not develop an annual construction budget on a state-specific basis. Funds tend to be program driven and not state specific. Funding is "fluid" and for 2009 as in prior years is subject to change throughout the course of the year to meet the needs of the business. Similarly, Verizon does not have official state specific financial projections.

While capital construction budgets are not available, Verizon's capital expenditures in WA for the years ended 2006, 2007, 2008 and quarter-ended March 2009 are provided in response to Public Counsel Data Request No. 48.

Prepared By: James Miggans  
Date: August 5, 2009  
Witness: To be determined

**PUBLIC COUNSEL DATA REQUEST NO. 156:**

Provide any internal communication, analysis, discussion, or other report issued to Frontier's management since January 1, 2006 concerning the quality of service, customer service, reliability of service, or other indicia of customer satisfaction of its local exchange customers.

**Response:**

Applicants assert Objection Nos. 1, 3, 7, 8, and 12. Subject to and without waiver of its objections, Frontier responds as follows:

Frontier has no local exchange customers in Washington. Please see the attached confidential 2006, 2007 and 2008 Monthly Operating Report. This report reflects several service quality metrics. In addition, the state reports provided in response to #151 are shared internally.

WA PC Set3 FRO156 Attach1 2006 MOR confidential.xls  
WA PC Set3 FRO156 Attach2 2007 MOR confidential.xls  
WA PC Set3 FRO156 Attach3 2008 MOR confidential.xls  
WA PC Set3 FRO156 Attach4 2009 MOR confidential.xls

Prepared By: Cassandra Guinness  
Date: August 5, 2009  
Witness: To be determined

Docket No. UT-090842  
Verizon Responses to Public Counsel Data Requests Nos. 129 - 177  
December 3, 2009

**PUBLIC COUNSEL DATA REQUEST NO. 177:**

Does Frontier promise to improve any specific area of customer service or reliability of service performance for residential local exchange customers in Washington if this transaction is approved? If so, identify specifically what performance improvements will be provided and when. If not, why not?

**Response:**

Applicants assert Objection Nos. 1, 3, 7, 9, 10 and 12. Subject to and without waiver of its objections, Frontier responds as follows:

Frontier has not identified specific service issues in the state of Washington.

Frontier plans to seek to improve any customer service or reliability of service performance standard for residential local exchange customers to the extent that results fail to meet the expectations of our customers in the markets in which we operate, or commission rules.

Prepared By: Cassandra Guinness  
Date: August 5, 2009  
Witness: To be determined

Docket No. UT-090842

Verizon and Frontier Responses to Public Counsel Data Requests Nos. 178 - 216

August 21, 2009

**PUBLIC COUNSEL DATA REQUEST NO. 190:**

Refer to McCarthy Direct, p. 2, ll. 11-15.

- a. As Chief Operating Officer, does Mr. McCarthy review the Company's capital and financial budgeting process? If not, please explain why not.
- b. Please explain how the budgeting process enables Mr. McCarthy to execute his responsibility "for reviewing Frontier's investments and expenses for both facilities and operations."
- c. How far in advance does the Company project its capital budget (e.g., 3 years, 5 years)? If the Company does not prepare a capital budget, please so state.
- d. Please provide a detailed copy of the Company's most recent capital budget in spreadsheet format with all assumptions available: (1) absent completion of the Verizon acquisition; and, (2) with the completion of the Verizon acquisition.
- e. If the Company has not completed capital budgets assessing its financial position following the pending acquisition of Verizon properties, please so state and explain why.

**Response:**

Applicants assert Objection Nos. 3, 7, and 10. Subject to and without waiver of its objections, Frontier responds as follows:

In response to the above-referenced request for further information or clarification for McCarthy Direct, p2, ll.11-15, Frontier offers the following:

- a. Mr. McCarthy does review the Company's capital and financial budgeting process.
- b. Mr. McCarthy reviews the entire budget for Frontier, including revenue, expense, capital, and free cash flow. This budgeting process serves as a tool for overall corporate planning, for targeting capital and expense resources within the organization, and serves as an oversight measure over decentralized decision-making at a local level.
- c. Only Frontier's current one-year plan has capital budgeting detail. The 5-year plan has a capital expenditure estimate.
- d. Frontier's most recent capital budget, which does not reflect the Verizon acquisition since it will not occur in 2009, is attached "WA PC Set4 FRO190 attach1 budget 2009 confidential.xls." Frontier has not developed a capital budget for the Verizon Washington operations following the closing.
- e. Frontier does not own or operate the Verizon Washington operations and the development of a Washington-specific capital budget post-closing will be dependent on a number of factors including the level of expenditures made by Verizon before closing and Frontier's capital expenditure priorities after closing. As a result, the development of a Washington state specific capital budget for the Verizon Washington operations would be premature.

Prepared By: Cassandra Guinness

Date: August 21, 2009

Witness: To be determined

Docket No. UT-090842

Verizon and Frontier Responses to Public Counsel Data Requests Nos. 178 - 216

August 21, 2009

**PUBLIC COUNSEL DATA REQUEST NO. 193:**

Refer to McCarthy Direct, p. 11, ll. 11-21. Please explain how Frontier, following acquisition of Verizon's properties, plans to deal with Verizon Wireless' attempt to convert their former wireline customers to Verizon Wireless customers.

**Response:**

Applicants assert Objection Nos. 3, 7, 9, and 10. Subject to and without waiver of its objections, Frontier responds as follows:

Frontier currently operates in and provides competitive services in markets where a high level of competition exists from a variety of competitive providers, including national wireless service providers like Verizon Wireless. As explained in the testimony of Mr. McCarthy, Frontier anticipates introducing and offering new or expanded product service options, a local management organizational structure, strong customer service support and other enhanced service options to respond to competitive pressures and retain and serve customers in the acquired Verizon service areas.

Prepared By: Cassandra Guinness

Date: August 21, 2009

Witness: To be determined

Docket No. UT-090842  
Verizon and Frontier Responses to Public Counsel Data Requests Nos. 178 - 216  
August 21, 2009

**PUBLIC COUNSEL DATA REQUEST NO. 196:**

Refer to McCarthy Direct, p. 17, ll. 16-17.

- a. Please provide the planned expenditures for broadband in Washington state over the next three- to five-year period.
- b. Please show that Frontier's planned expenditures for broadband in Washington are greater than Verizon's broadband expenditures, and by how much.
- c. Please show that the planned broadband expenditures in Washington will be cost-beneficial to the Company, *i.e.*, provide the Company's most recent cost-benefit analysis for broadband build-out in Washington.

**Response:**

Applicants assert Objection Nos. 3, 7, 10 and 12. Subject to and without waiver of its objections, Frontier responds as follows:

Frontier has not developed a specific broadband expenditure projection for Washington over the three to five year period following the closing of the transaction. However, once this transaction is completed, Frontier's plan is to focus on and invest in broadband over time in the Verizon Washington exchanges so as to approach the levels of broadband availability and subscribership in these areas that more nearly approximate those achieved in Frontier's service territories today. From Frontier's business perspective, providing broadband service to the unserved or underserved customers in the acquired areas presents a significant business growth opportunity. The provision of broadband service to more customers will be an important source of additional revenue and key to countering the average 10% yearly access line loss Verizon has recently been experiencing in these areas (significantly higher than the approximately 7% loss Frontier experienced in its service areas in 2008). Customers and Frontier will derive significant benefits where Frontier can increase broadband availability in the service areas it will acquire from Verizon. It will allow Frontier to increase the services and bundles of services it can make available to customers. Frontier's track record of making broadband service available to over 90% of its customer households in its existing service areas reflects its commitment to the deployment of broadband in rural areas and its core belief that such deployment is fundamental to its business model and its ability to retain customers.

Prepared By: Cassandra Guinness  
Date: August 21, 2009  
Witness: To be determined



Docket No. UT-090842

Verizon and Frontier Responses to Public Counsel Data Requests Nos. 178 - 216

August 21, 2009

**PUBLIC COUNSEL DATA REQUEST NO. 198:**

Refer to McCarthy Direct, p. 19, ll. 3. Please explain why Verizon's cash flow per access line is greater than that of Frontier. If the Company has not analyzed the rationale for that difference, please so state.

**Response:**

Applicants assert Objection Nos. 3, 7, 9, 10 and 12. Subject to and without waiver of its objections, Frontier responds as follows:

The referenced statement included in Mr. McCarthy's testimony, p. 199, ll 3, related to increased cash flow generation abilities for Frontier Communications and did not compare Frontier and Verizon's cash flow opportunities. However, on a 2008 pro-forma basis Frontier stand-alone free cash flow per line is greater than the free cash flow per line of the Verizon properties that are part of this transaction.

Prepared By: Cassandra Guinness

Date: August 21, 2009

Witness: To be determined

**PUBLIC COUNSEL DATA REQUEST NO. 204:**

Refer McCarthy Direct, p. 38, ll. 8-9. Have the bond rating agencies given any indication that Frontier's bond rating would be improved to investment-grade following the acquisition of Verizon's properties? If not, please so state; if so, please provide support for your response.

**Response:**

Applicants assert Objection Nos. 3 and 12. Subject to and without waiver of its objections, Frontier responds as follows:

They have given no such indications.

Prepared By: Cassandra Guinness

Date: August 21, 2009

Witness: To be determined

Docket No. UT-090842

Verizon and Frontier Responses to Public Counsel Data Requests Nos. 178 - 216

August 21, 2009

**PUBLIC COUNSEL DATA REQUEST NO. 205:**

Refer to McCarthy Direct, p. 39, l. 21.

- a. Please provide the supporting data for the line loss figures cited for both Verizon and Frontier.
- b. To what rate would line losses have to rise in order for Frontier to have trouble meeting its fixed costs? If the Company has not undertaken this analysis, please explain why not.

**Response:**

Applicants assert Objection Nos. 3, 7, 8, 9, 10 and 12. Subject to and without waiver of its objections, Frontier responds as follows:

- a. In response to the above-referenced request for supporting data and further information for the McCarthy Direct, p. 39, l.21, Frontier submits attachment "WA PC SET4 FRO205 accesslinetrend CONFIDENTIAL.xls."
- b. Frontier has not undertaken this hypothetical analysis -- line loss is just one variable in a multivariable scenario that management must consider in operating the business. Many factors are at play when revenue declines, not just line loss. Management has many tools at its disposal to ensure that the company is financially successful.

Prepared By: Cassandra Guinness

Date: August 21, 2009

Witness: To be determined

Docket No. UT-090842  
Verizon and Frontier Responses to Public Counsel Data Requests Nos. 178 - 216  
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**PUBLIC COUNSEL DATA REQUEST NO. 208:**

Refer to Applicants' Response to PC-96(c).

- a. Please confirm that Frontier currently has no "specific broadband build-out commitments" in Washington.
- b. Please confirm that Frontier has no financial model that examines its ability to meet its fixed costs over the next five years.
- c. If Frontier does have a financial model that examines the viability of its pending acquisition of Verizon's properties, please provide an electronic copy of that financial model with cells unlocked, formulas, original assumptions, and data available.

**Response:**

Applicants assert Objection Nos. 3, 7, and 12. Subject to and without waiver of its objections, Frontier responds as follows:

- a. While Frontier has a broad, overall target of bringing broadband availability to the level of Frontier's existing territory, it does not have specific broadband build-out commitments in Washington.
- b. Frontier has not compiled a financial projection that isolates and analyzes fixed costs in Washington over the next five years.
- c. The Investor presentation made publicly available on May 13 and the S-4 recently filed reflect the results Frontier relied upon to determine the viability of the pending acquisition.

Prepared By: Cassandra Guinness  
Date: August 21, 2009  
Witness: To be determined

Docket No. UT-090842

Verizon and Frontier Responses to Public Counsel Data Requests Nos. 178 - 216

August 21, 2009

**PUBLIC COUNSEL DATA REQUEST NO. 209:**

Refer to Applicants' Response to PC-97. Please provide Frontier's most recent five-year capital budget showing its projected capital additions to telephone plant in the jurisdictions in which it does have access lines.

**Response:**

Applicants assert Objection Nos. 3, 7, and 12. Subject to and without waiver of its objections, Frontier responds as follows:

In the above-referenced request for capital budget information, as related to Frontier's prior response in PC-97, Frontier does not maintain detail around a 5 year capital plan. Frontier has a five-year projected income statement, balance sheet and cash flow statement, including a capital estimate

Prepared By: Cassandra Guinness

Date: August 21, 2009

Witness: To be determined

Docket No. UT-090842

Verizon and Frontier Responses to Public Counsel Data Requests Nos. 217 - 239

August 24, 2009

**PUBLIC COUNSEL DATA REQUEST NO. 236:**

Please reference page 26 of Frontier Communications' Form S-4, dated July 24, 2009. The S-4 states:

Pursuant to the distribution agreement, the combined company has certain rights to cause Verizon to transfer to it any assets required to be contributed to Spinco under that agreement that were not contributed as required. If Verizon were unable or unwilling to transfer those assets to the combined company, or if Verizon and the combined company were to disagree about whether those assets were required to be contributed to Spinco under the distribution agreement, the combined company might not be able to obtain those assets or similar assets from others without significant costs or at all.

- a. Please identify the assets that the combined company has certain rights to cause Verizon to transfer to it.
- b. Please explain which of these assets Frontier believes have the highest risk of not being transferred to the combined company, due to Verizon's inability or unwillingness to transfer the assets.
- c. Please explain whether there have been any disagreements between Verizon and Frontier regarding whether any assets are required to be contributed to Spinco under the distribution agreement.

**Response:**

Applicants assert Objection Nos. 1, 3, 7, 10, 11, 12. Subject to and without waiver of the objections, Applicants respond as follows:

This request is speculative and inappropriately suggests that Verizon may be unable or unwilling to transfer those assets to the combined company, or Verizon and the combined company may disagree about whether those assets were required to be contributed to Spinco under the Distribution Agreement, and that the combined company might not be able to obtain those assets or similar assets from others without significant costs or at all. There is no basis for this speculation.

- a. This provision addresses the post-closing period. The assets referred to are the assets that are required to be contributed under the Distribution Agreement, which describes those required assets and contributions.
- b. Frontier has not identified any class or assets with a risk of not being transferred. The Distribution Agreement appropriately provides a process and certain rights if assets are inadvertently not transferred.
- c. There have been no disagreements between Verizon and Spinco (Frontier is not a party to the agreement) regarding the assets to be contributed to Spinco under the Distribution Agreement.

**PUBLIC COUNSEL DATA REQUEST NO. 253:**

**Re: Verizon and Frontier's Response to Public Counsel Data Request No. 205 (b)**

Has the Company performed a "stress test" on its post-merger financial projections to examine what impact greater-than-expected line loss or greater than-expected capital expenditures or other adverse factors could have on its ability to meet its fixed costs? If so, please provide a complete copy of any such contingency analysis; if not, please explain why not.

**Response:**

Frontier asserts Objection Nos. 3, 7, 10, and 12. Subject to and without waiver of the objections, Frontier responds as follows:

As indicated in Frontier's response to Public Counsel Data Request No. 205, there are many variables that management must consider in operating the business and that Frontier has considered in preparing its projections associated with the proposed transaction. Frontier forecasted results based on historical trends and information currently available that could influence future results, and assessed risk based on where key metrics (EBITDA %, dividend payout ratio as examples) compare to target parameters. Frontier has previously produced a financial model in this proceeding in which different assumptions can be considered.

Prepared By: Cassandra Guinness

Date: September 16, 2009

Witness: To be determined

**PUBLIC COUNSEL DATA REQUEST NO. 255:**

**Re: Verizon and Frontier's Response to Public Counsel Data Request No. 207**

Please provide complete copies of the following documents provided to Evercore and Citi, as described in Frontier's S.E.C. Form S-4:

- a. Certain non-public historical financial statements and other historical non-public financial data relating to Frontier and Verizon in respect of Spinco, respectively, prepared and furnished to Evercore by the respective managements of Frontier and Verizon;
- b. Certain non-public projected financial data relating to Frontier and Spinco prepared and furnished to Evercore by the management of Frontier;
- c. Certain historical and projected non-public operating data relating to Frontier and Spinco prepared and furnished to Evercore by the management of Frontier;
- d. All materials related to discussions of the past and current operations, financial projections and current financial condition of Frontier with the management of Frontier (including their views on the risks and uncertainties of achieving such projections);
- e. the amount and timing of the cost savings and operating synergies estimated by the management of Frontier to result from the merger, referred to as the synergies, and the associated integration costs.

**Response:**

Applicants assert Objection Nos. 2, 3, 4, 7, 10 and 12. Subject to and without waiver of the objections, Frontier responds as follows:

Please see the following confidential and highly confidential attachments:

- WA PC Set10 FRO255a East - LRV - Historical confidential.pdf
- WA PC Set10 Fro255e Synergy spreadsheet highly confidential.xls
- WA PC Set10 Fro255b\_c FrontierProforma Model highly confidential.xls
- WA PC Set10 255 Frontier Communications - Synergy Process confidential.pdf

In addition, Frontier has previously produced highly confidential Board of Directors materials dated April 16, May 5 and May 12, 2009 and the non-confidential Welcome to the New Frontier presentation dated May 13, 2009.

Prepared By: Cassandra Guinness

Date: September 16, 2009

Witness: To be determined



**PUBLIC COUNSEL DATA REQUEST NO. 257:**

Has Frontier undertaken any sort of engineering evaluation of the properties to be acquired from Verizon in order to assess the operating efficiency of those network operations? If so, please provide a complete copy of any such evaluation performed in-house or by any third-party contractor; if not, please explain why not?

**Response:**

Frontier asserts Objection Nos. 3, 6, 7, 8, and 12. Subject to and without waiver of the objections, Frontier responds as follows:

Yes, Frontier is familiar with and considered the network design and equipment deployed by Verizon and utilized to provide telephone service in Washington. Frontier also reviewed Verizon's network and capital spending data. A formal engineering evaluation document was not prepared.

Prepared By: Cassandra Guinness

Date: September 16, 2009

Witness: To be determined

**PUBLIC COUNSEL DATA REQUEST NO. 258:**

In reviewing its financial projections related to this acquisition, has Frontier undertaken any “stress testing” of the assumptions on which that forecast is based? For example, has Frontier examined its ability to increase its HSI penetration if construction expenditures necessary for Verizon telephone plant are significantly higher than expected, or if line loss is not abated by increased HSI availability, or if line loss increases at a much faster rate than expected? If so, please provide complete copies of any such “stress test” or variance analysis; if not, please explain why not.

**Response:**

Frontier asserts Objection Nos. 3, 6, 7, 8, and 12. Subject to and without waiver of the objections, Frontier responds as follows:

Frontier has had significant experience in analyzing and deploying High Speed Internet and increase service availability and customer subscription to service through competitive pricing and promotional offerings. Frontier also has experience in addressing various construction expenditure requirements and line loss scenarios and responding to these challenges. Please also see response to 253 above.

Prepared By: Cassandra Guinness

Date: September 16, 2009

Witness: To be determined

**PUBLIC COUNSEL DATA REQUEST NO. 294:**

In its response to Public Counsel Data Request No. 160, Frontier stated that it has reviewed “various documents related to Verizon’s customer service, quality of service and reliability of service.” Please identify the documents that Frontier has reviewed.

**Response:**

Applicants assert Objection Nos. 3, 4, 7 and 12. Subject to and without waiver of the objections, Frontier responds as follows:

Frontier reviewed Verizon’s ARMIS and 2008 service quality reports filed with the Commission, both of which have previously been produced by Verizon.

Prepared By: Cassandra Guinness

Date: September 22, 2009

Witness: To be determined

**PUBLIC COUNSEL DATA REQUEST NO. 296:**

With respect to each purchase by Frontier of new access lines from a local exchange provider since 2001, please identify the nature of the integration of the former LEC's operational and network support systems by Frontier with its existing systems.

**Response:**

Applicants assert Objection Nos. 3, 7 and 12. Subject to and without waiver of the objections, Frontier responds as follows:

In June 2001, Frontier f/k/a Citizens Communications Company purchased all of Global Crossing's Frontier local exchange carriers, which served approximately 1.1 million telephone access lines in Alabama, Florida, Georgia, Illinois, Indiana, Iowa, Michigan, Minnesota, Mississippi, New York, Ohio, Pennsylvania, and Wisconsin. More recently, Frontier acquired and successfully integrated Commonwealth Telephone Company in Pennsylvania and Global Valley Networks in California. The Commonwealth Telephone Company acquisition, which included over 320,000 ILEC lines and over 100,000 CLEC lines, was completed in March 2007. The Global Valley Networks acquisition was completed in October 2007, and included over 12,000 access lines. In each of these transactions, Frontier successfully integrated all of these businesses with its operations and consolidated different customer service systems.

Global Crossing LECs. Frontier acquired two separate OSS/BSS platforms from Global and continued to operate them until 2008 and then integrated into DPI.

Commonwealth. Frontier acquired their OSS/BSS platform and operated it until September 2007 before integrating into DPI.

Global Valley. Frontier acquired their OSS/BSS platform and operated it until March 2008 before integrating it into DPI.

Prepared By: Cassandra Guinness

Date: September 22, 2009

Witness: To be determined

Docket No. UT-090842  
Frontier Responses to Public Counsel Data Request Nos. 341-348  
October 12, 2009

**PUBLIC COUNSEL DATA REQUEST NO. 347:**

If Frontier has DSL services that offer download speeds in excess of 3 Mbps, please explain the marketing rationale for identifying DSL services that have a maximum download speed of 3 Mbps, as shown on <http://www.frontier.com/products/ProductOverview.aspx?type=1&p=2>.

**Response:**

Applicants assert Objection Nos. 3, 7, 9 and 12. Subject to and without waiver of the objections, Frontier responds as follows:

3MB is the standard offering for Frontier HSI Max.

Prepared By: Cassandra Guinness

Date: October 12, 2009

Witness: To be determined

Docket No. UT-090842

Verizon and Frontier Responses to Public Counsel Data Request Nos. 349-357

October 14, 2009

**PUBLIC COUNSEL DATA REQUEST NO. 353:**

On page 41 of the Agreement and Plan of the Merger the following appears: “Verizon and Spinco have previously made available to the Company complete and correct copies of the audited combined Statements of Selected Assets, Selected Liabilities and Parent Funding of the local exchange businesses and related landline activities of Verizon in the Territory (including Internet access and certain long distance services provided to customers in those states).”

- a. Please define the term “Internet Access” as it is used in this statement.
- b. Please define the term “certain long distance services” as it is used in this statement.

**Response:**

Applicants assert Objection No. 3 and 12. Subject to and without waiver of the objections, Verizon responds as follows:

- a. “Internet Access” as it is used in the referenced statement means dial-up, high speed Internet (or Digital Subscriber Line) and fiber-to-the-premises Internet service provider customers.
- b. “Certain long distance services” as it is used in the referenced statement means consumer and small business switched long distance customers (excluding any customers of MCI Communications Services, Inc.).

Prepared By: James Miggans

Date: October 14, 2009

Witness: To be determined

**PUBLIC COUNSEL DATA REQUEST NO. 358:**

**Re: Verizon and Frontier response to Public Counsel-282.**

This response states:

The 911 systems supporting Washington will be replicated (or rearranged), transferred to Frontier, and operate in virtually the same manner as they do today. The only significant change as a result of the transaction is that after closing the systems will be managed by Frontier, not Verizon. Both parties expect a smooth transition with no interruptions to Washington customers. The realignment plan will describe the systems Verizon will transfer to Frontier and the E911 network rearrangement, and the plan will be provided once it is complete.

- a. Please explain the difference between “replication” and “rearrangement.”
- b. Please explain the types of rearrangements that will be needed, and explain the steps that Frontier and Verizon will take to ensure that the rearrangements will not adversely affect Washington 911 systems.
- c. Please identify each difference between the replicated or rearranged 911 systems that Frontier will take possession of and the current 911 systems that Verizon operates.
- d. Please explain in detail any changes in the 911 service provision to:
  - i. The PSAPs to be served by Frontier after the close of the transaction.
  - ii. The other carriers relying on those 911 systems (e.g., CLECs, other ILECs and CMRS providers).
- e. If PSAPs and/or other carriers relying on the 911 systems transferred to Frontier are needed to make changes to their systems and/or processes of obtaining the access to 911 systems, how will they be informed of this situation?
- f. Please explain whether the discussion of E911 systems that appears on pages 65-68 of the Realignment Plan (Verizon-Frontier Supplemental Response to Public Counsel Data Request No. 299) describes E911 systems before or after the closing of the transaction.
- g. Please explain whether the diagrams associated with E911 systems that appear on pages 69-70 show the configuration of the E911 systems before or after the closing of the transaction.
- h. Please identify all steps taken to date that address the discussion of E911 that appears on pages 65-70 of the Realignment Plan.

**Response:**

Applicants assert Objection Nos. 3, 7, 8, 9, and 11. Subject to and without waiver of the objections, Verizon responds as follows:

- a. Replication refers to the technical solution of creating separate instances of the existing software. Rearrangement refers to the placement of the hardware/equipment that will transfer to Frontier and the loading of the replicated systems on this hardware.
- b. Rearrangement will include the installation of any additional hardware needed to run the replicated software. It may also involve the consolidation of existing equipment/hardware as appropriate. Verizon does not anticipate any adverse impacts associated with the replication or rearrangement because Verizon will test the replicated systems prior to their being put into production at least 60 days prior to closing.
- c. Verizon will create separate instances of all the existing systems, including the 911 operating support systems used to operate the Washington assets, and those replicated systems will be transferred to Frontier as a physically separate set of functional systems. Verizon will take numerous steps to confirm that the support systems ("OSS") functionality of the replicated systems will remain at least at the same functionality as currently provided. Frontier will also have the opportunity to confirm that such systems are in operation prior to closing.
- d.
  - i. The systems currently used by Verizon to serve the PSAP customers will become Frontier systems. There will be no changes in the 911 service provided by PSAP customers.
  - ii. At closing, other carriers that currently interconnect with the Verizon 911 systems today will interconnect with the same systems that will transfer to Frontier.
- e. Verizon will follow industry-standard procedures for any required notifications.
- f. Pages 65-68 of the Realignment Plan (Verizon-Frontier Supplemental Response to Public Counsel Data Request No. 299) describe the functional process for handling and processing E911 calls. There is no difference between the functional process used today by Verizon, the one Verizon's North Central region will use prior to close, or the one Frontier will use after close. The network design described at pages 67-69 illustrates the network Verizon intends to use internally for providing 911 service in its



North Central region for at least 60 days prior to close. That network design will be used by Frontier after closing.

- g. The diagrams at pages 69-70 of the Realignment Plan illustrate the E911 configuration Verizon intends to use internally for its North Central region for at least 60 days prior to close. That configuration will be used by Frontier after closing.
- h. As a first step, Verizon will complete the internal process of establishing for its North Central region all of the replicated systems described in the Realignment Plan, including the E911 OSS network and functionality described at pages 65-70 of Verizon's Realignment Plan. Then, prior to placing the replicated E911 systems into production, Verizon will test the systems. *See* Verizon's response to Data Request No. 359, *infra*. Verizon will then share its testing results with Frontier, and Frontier will have the opportunity to review them and to propose additional tests. Once the E911 systems are in production, Frontier will validate and confirm that the systems are providing at least the same level of functionality that Verizon provides to itself. Frontier will make a determination prior to closing that Verizon's representation in Section 5.17 will be correct as of the closing date and that Verizon's obligations under 7.24 have been met, including Verizon's obligations to create separate instances of operating systems that will enable Frontier to provide service with functionality substantially similar to, but no less favorable than, that provided by Verizon using its existing systems. Replicated operations support systems are a condition precedent to closing the transaction.

Prepared By: James Miggans and Cassandra Guinness

Date: October 20, 2009

Witness: To be determined

**PUBLIC COUNSEL DATA REQUEST NO. 359**

**With regard to 911 systems:**

- a. Please explain how 911 systems transferred to Frontier will be tested.
- b. Please provide a copy of any schedule associated with testing that identifies when testing will occur, and when testing will be completed.
- c. Will Frontier, as part of the 911 testing process, notify or otherwise work with any state or local entities that are associated with 911 systems?
- d. If the response to subpart (c) is yes, please discuss the notification process. If the answer is no, please explain why Frontier will not notify these entities.

**Response:**

Applicants assert Objection Nos. 3 and 7. Subject to and without waiver of the objections, Applicants respond as follows:

- a. Prior to being put into production at least 60 days prior to close, the replicated systems will be port-scanned by Verizon to ensure all valid ports are available and that non-essential and non-secure ports are not open. The systems will be tested for network connectivity, correct data pass-through, and correct data handling. All processes will be tested for functionality and error generation.
- b. No final testing schedules have been developed.
- c. During the period when Verizon is replicating the existing 911 systems and transitioning to the replicated systems, Verizon will make any necessary notifications using industry-standard procedures. It is not anticipated that Frontier will need to make any industry notifications because Frontier will receive systems that have already been in production for at least 60 days.
- d. Please see response to subpart c above.

Prepared By: James Miggans

Date: October 20, 2009

Witness: To be determined

Docket No. UT-090842  
 Verizon and Frontier Responses to Public Counsel Data Request Nos. 390-452  
 December 1, 2009

**PUBLIC COUNSEL DATA REQUEST NO. 413**

Please refer to Exhibit No. \_\_\_\_ (TM-2HCT), pp. 11-12. Please provide the monthly 2009 performance data for missed appointment performance, call center performance for the business office, and call center performance for the repair center referenced. This is a continuing data request.

**Response:**

Without limitation of the other General Objections, Applicants assert Objection Nos. 3 and 8. Subject to and without waiver of the objections, Verizon responds as follows:

(a) For January – June 2009 data, see Attachments 12 and 13 to Verizon’s response to Public Counsel Data Request 132. The July through October results were as follows:

|   | <b>JUL<br/>09</b> | <b>AUG<br/>09</b> | <b>SEP<br/>09</b> | <b>OCT<br/>09</b> |
|---|-------------------|-------------------|-------------------|-------------------|
| <b>MISSED APPOINTMENTS (WAC 439 sub 3)</b>    |                   |                   |                   |                   |
| Total # Fielded Service Orders                | 3068              | 2851              | 3132              | 3149              |
| # Of Service Orders With Appointments         | 1668              | 1545              | 1744              | 1580              |
| # Of Service Order Appointments Missed        | 171               | 167               | 101               | 173               |
| # Of Excluded Appointments                    | 0                 | 0                 | 0                 | 0                 |
| <br>  |                   |                   |                   |                   |
| Total # Dispatched Trouble Tickets            | 4164              | 3897              | 3756              | 4038              |
| # Of Trouble Tickets With 4 Hour Appointments | 661               | 561               | 445               | 486               |
| # Of Trouble Ticket Appointments Missed       | 75                | 59                | 59                | 56                |
| # Of Excluded Appointments                    | 0                 | 0                 | 0                 | 0                 |

(b) For January – May 2009 data, see Attachment 1 to Verizon’s response to Public Counsel Data Request 132. For June through October 2009 the results were average speeds of answer (in seconds) of 54.41, 51.63, 63.75, 58.72 and 41.81, respectively.

(c) For January – May 2009 data, see Attachment 1 to Verizon’s response to Public Counsel Data Request 132. For June through October 2009 the results were average speeds of answer (in seconds) of 37.39, 39.89, 35.66, 33.46 and 45.76, respectively.

(d) No additional WUTC report will be completed before the scheduled December 15, 2009 hearing in this matter.

Prepared By: James Miggans  
 Date: December 1, 2009  
 Witness: To be determined

Docket No. UT-090842  
Verizon and Frontier Responses to Public Counsel Data Request Nos. 453-503  
December 1, 2009

**RE: Rebuttal Testimony of Daniel McCarthy**

**PUBLIC COUNSEL DATA REQUEST NO. 480**

Please refer to Exhibit No. \_\_\_ (DM-8HCT), p. 6, lines 8, 9. Are the projected capital expenditures included in Frontier's financial model dependent in any way on the realization of merger synergies? If not, please provide supporting documentation for your response.

**Response:**

Applicants assert Objection Nos. 3, 7, 8, 9, 10 and 12. Subject to and without waiver of the objections, Applicants respond as follows:

No. As evident in the pro forma financial projects previously provided, cash flow is sufficient to meet Frontier's dividend payout ratio criteria, while paying operating expenses, meeting planned capital expenditures, including capital to expand broadband availability, without the achievement of synergies.

Prepared By: Cassandra Guinness  
Date: December 30, 2009  
Witness: To be determined

Docket No. UT-090842

Verizon and Frontier Responses to Public Counsel Data Request Nos. 453-503

December 1, 2009

**PUBLIC COUNSEL DATA REQUEST NO. 491**

Please refer to Exhibit No. \_\_\_ (DM-8HCT), p. 34, lines 22-24. Please show that, in the Company's financial model, the Pro-forma projections for the combined companies are not the algebraic sum of the projections for the individual companies ("East" and "West").

**Response:**

Applicants assert Objection Nos. 3, 7, 8, 9 and 12. Subject to and without waiver of the objections, Applicants respond as follows:

The request as stated is ambiguous and unclear. The Company's projections for the combined company are a combination of its separate projections for "East" and "West." However, the projections for West in future years reflect the incremental expenses needed on top of East's expenses to run the combined company.

Prepared By: Cassandra Guinness

Date: December 30, 2009

Witness: To be determined

October 6, 2009

**UTC STAFF DATA REQUEST NO. 107:**

Please describe in detail the operational due diligence conducted by Frontier personnel for the Washington exchanges listing the following:

- a. The exchange name and CLLI code of Washington central offices examined by expert Frontier personnel (including name and title of the Frontier employee(s) conducting the due diligence) or expert contractors hired to perform due diligence (including the name of the contractor).
- b. The amount of the outside plant by exchange name and CLLI code examined by Frontier outside plant experts, including name and title of the Frontier employee(s) or expert contractors hired to perform due diligence (including the name of the contractor). This list should include the size of cables and route miles examined as well as any deficiencies in the outside plant.

**Response:**

Applicants assert Objection Nos. 3, 7, 8, and 9. Subject to and without waiver of the objections, Frontier responds as follows:

Frontier is acquiring operating business units in 14 states and is specifically acquiring all of Verizon Northwest's operations in Washington, Oregon and Idaho as part of the proposed transaction. Frontier did not conduct a field visit in Washington as part of the due diligence process.

Prepared By: Cassandra Guinness

Date: October 6, 2009

Witness: To be determined



[Home](#) » [AUP, Privacy Policy and Standards](#) » Residential Internet Service Acceptable Use Policy

## Residential Internet Acceptable Use Policy

Customer understands that the following restrictions are applied to the service. If violated, the service will be terminated without notice.

### General

Our customers may not use our network, machines, or services in any manner which:

- Violates any applicable law, regulation, treaty, or tariff.
- Violates the acceptable use policies of any networks, machines, or services which are accessed through our network.
- Infringes on the intellectual property rights of others.

Prohibited activity includes but is not limited to unauthorized use (or attempted unauthorized use) of any machines or networks, denial of service attacks, falsifying header information or user identification information, monitoring or scanning the networks of others without permission, sending unsolicited bulk e-mail, maintaining an open mail relay, collecting e-mail addresses from the Internet for the purpose of sending unsolicited bulk e-mail or to provide collected addresses to others for that purpose, and transmitting or receiving copyright-infringing or obscene material. Repeated copyright infringements are grounds for termination of service.

### Dialup Connections

Customers may not run programs or configure machines in such a way as to keep a dialup connection active when not in use or otherwise bypass automatic disconnection for inactivity. Our users may not have multiple simultaneous connections with a single dialup account. We reserve the right to impose restrictions on or terminate accounts deemed to be in violation of these conditions.

### High Speed Internet Access Service

Customers may not resell High Speed Internet Access Service ("Service") without a legal and written agency agreement with Frontier. Customers may not retransmit the Service or make the Service available to anyone outside the premises (i.e., wi-fi or other methods of networking). Customers may not use the Service to host any type of commercial server. Customers must comply with all Frontier network, bandwidth, data storage and usage limitations. Frontier may suspend, terminate or apply additional charges to the Service if such usage exceeds a reasonable amount of usage. A reasonable amount of usage is defined as 5GB combined upload and download consumption during the course of a 30-day billing period. The Company has made no decision about potential charges for monthly usage in excess of 5GB.

### Remote Access

Although Frontier encourages its customers to use Remote Access Dialup when traveling, Frontier may suspend or terminate service if such usage exceeds a reasonable amount of usage that would normally be expected from a person occasionally traveling away from home. Remote Access Dialup usage is defined as Internet data calls to local access numbers beyond Frontier's local exchange telephone company territory.

### Commercial Use Prohibited

Frontier's residential Internet access services are provided for residential usage only. Commercial or business use of residential services is prohibited. In the event of such usage Frontier at its option may suspend or terminate service or may move the customer to a commercial Internet access service, in which case higher charges may apply.

### E-mail

Sending unsolicited bulk e-mail is prohibited. Sending unsolicited bulk e-mail from another provider advertising or implicating, directly or indirectly, the use of any service hosted or provided by us, including without limitation, e-mail, Web, FTP, and DNS services, is prohibited and is grounds for termination of those services to customers or users who engage in the practice. Users who send unsolicited bulk e-mail from our accounts will be charged the cost of labor to respond to complaints, with a minimum charge of \$200. Customers or users who send bulk e-mail to "opt-in" lists must have a method of confirmation or verification of subscriptions and be able to show evidence of subscription for users who complain about receiving unsolicited e-mail. Continuing to send someone e-mail after being asked to stop is considered harassment and is prohibited. Using e-mail to disrupt (e.g., mail bombing, "flashing," etc.) is prohibited. Sending e-mail with falsified header information is prohibited. Chain letters, pyramid schemes, and hoaxes are prohibited.

### E-mail Address Harvesting

Customers and users may not use programs to harvest e-mail addresses from the Internet for the purpose of sending unsolicited e-mail or selling the addresses to others for that purpose. Usenet newsgroups We place no content restrictions on newsgroup postings by its users except that (a) no illegal content, including pyramid/Ponzi schemes, is permitted and (b) all postings should conform to the various conventions, guidelines and local culture found in each respective newsgroup and Usenet as a whole.

Posting 20 or more copies of the same article in a 45-day period ("spamming") or continued posting of off-topic articles after being warned is prohibited. Users who engage in spamming using our accounts will be charged the cost of labor to issue cancellations and respond to complaints, with a minimum charge of \$200. Users who engage in spamming from another provider advertising or implicating, directly or indirectly, the use of any service hosted or provided by us, including without limitation email, web, FTP, and DNS services, is prohibited and is grounds for termination of those services to those users.

Excessive crossposting (Breitbart Index of 20 or greater in a 45-day period) is prohibited. The Breitbart Index (BI) is calculated by taking the sum of the square roots of the number of newsgroups each copy of an article is crossposted to. If two articles are posted, one crossposted to 9 newsgroups and the other crossposted to 16 newsgroups, the  $BI = \sqrt{9} + \sqrt{16} = 3 + 4 = 7$ . Crossposting articles to newsgroups where they are off-topic is prohibited; a good rule of thumb is that if you are crossposting to more than five newsgroups, it's likely to be off-topic on at least one of them. Commercial advertising is typically off-topic and/or a violation of charter in most Usenet newsgroups. Information about advertising on Usenet can be found in Joel Furr's [Advertising on Usenet FAQ](#).

For more information on "spam," see the [FAQ on Current Usenet spam thresholds and guidelines](#) which is regularly posted to the news.admin.net-abuse.misc newsgroup by Chris Lewis, or visit [Fight Spam!](#).

Posting articles with falsified header information is prohibited. "Munging" header information to foil e-mail address harvesting by "spammers" is acceptable provided that a reasonable means of replying to the message originator is given. Use of anonymous remailers is acceptable, so long as the use is not otherwise a violation of this policy. Users may not issue cancellations for postings except those which they have posted themselves, those which have headers falsified so as to appear to come from them, or in newsgroups where they are the official moderator.

Users are urged to familiarize yourself with the workings of Usenet by reading [FAQs regarding Usenet](#) at before becoming active participants.

### The World Wide Web and FTP

The web space and public FTP space included with a dialup or DSL account may not be resold or used for adult-oriented material. We reserve the right to require that sites using such Web or FTP space which receive high amounts of traffic be moved to other servers. Web pages and FTP files may not contain any material, text, or images, whether hosted on our servers or "transcluded" (images from another site displayed on the page) which violate or infringe any copyright, trademark, patent, statutory, common law, or proprietary rights of others. Web pages and FTP files may not contain links that initiate downloads of copyright-infringing or other illegal material. Those who believe users of our services are infringing their copyrights must submit their complaints in writing to our Designated Agent to Receive Notifications of Claimed Infringement, [Gregg Sayre](#), Frontier, 180 S. Clinton St., Rochester, NY 14646, (585) 777-7270, (585) 263-9986 fax.

### Servers, Proxies, and Networks

Users may not run any program which makes a service or resource available to others, including but not limited to port redirectors, proxy servers, chat servers, MUDs, file servers, and IRC bots. Users may not run such programs on their own machines to make such services or resources available to others through one of our dialup or DSL accounts; a dedicated access account is required for such purposes. Customers are responsible for the security of their own networks and machines. We will assume neither responsibility nor accountability for failures or breach of customer-imposed protective measures, whether implied or actual. Abuse that occurs as a result of a compromised customer's system or account may result in suspension of services or account access.

### Storing files

The storage of any program, utility or file on our servers the use of which would constitute a violation of this policy is prohibited. For example, it is a violation to store hacker scripts, IRC bots, or spamming software on our servers. Frontier Communications reserves the right to modify this policy at any time. Customers will receive prompt notification of all modifications.

### System Notifications

In the event of system upgrades, Frontier may need to contact you via e-mail with additional information and instructions. You are responsible for any follow-up actions defined within the e-mail notification. If the instructions are unclear, please contact the Internet Help Desk at 800-584-3384. We will only distribute system notifications via e-mail when absolutely necessary. Customers may not opt-out of E-mail System Notifications at this time. In order to protect the integrity and security of the network in an emergency, Frontier reserves the right to implement network changes without prior notification.

### CHILD PORNOGRAPHY PROHIBITED

Customers may not use our network in any fashion for the transmission or dissemination of images containing child pornography. Complaints and reports of child pornography may be made to [abuse-child@frontiernet.net](mailto:abuse-child@frontiernet.net). If circumstances indicate that child pornography is apparent, Frontier will report the circumstances to appropriate authorities, including but not limited to subscriber information relating to any person who has uploaded, transmitted, distributed or otherwise promoted the image that is the basis for the complaint. Frontier may without further notice remove, block or cease distribution of the content that is the subject of the complaint.

### Termination of Service

Frontier reserves the right to discontinue service at any time, for any reason, without prior notification. Customers may terminate their account by contacting Frontier by telephone. No e-mail cancellations will be accepted.

Last Update: December 23, 2008



For our Commercial Acceptable Use Policy, [click here](#).

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## Verizon Online - Terms Of Service

[Terms of Service](#) [Web Site Use Agreement](#) [Privacy Policy](#) [Civil Subpoena Policy](#)

### VERIZON ONLINE TERMS OF SERVICE

This Agreement is between you as our Subscriber and Verizon Online LLC (or its affiliates listed in Section 16 ("Verizon" or "Verizon Online")) and it sets forth the terms and conditions under which you agree to use and we agree to provide the Service.

THIS IS A CONTRACT. PLEASE READ THESE TERMS CAREFULLY. IF YOU DO NOT AGREE TO THESE TERMS DO NOT USE THE SERVICE AND CONTACT US IMMEDIATELY TO TERMINATE IT.

#### 1. Term and Acceptance of Agreement; Agreement Terms Generally Included.

The term of this Agreement will be either month-to-month or for the term specified for the Service or Bundled Service plan you select (the "Term"). The Term begins when you accept this Agreement and ends when you or we terminate this Agreement as permitted herein.

Acceptance by you of this Agreement occurs upon the earlier of: (a) your acceptance of this Agreement electronically during an online order, registration or when installing the Software or the Equipment; (b) your use of the Service; or (c) your retention of the Software or Equipment we provide beyond thirty (30) days following delivery. If you change Service plans, your term and monthly rate may change (depending on the plan you select), but all other provisions of this Agreement will remain in effect unless otherwise noted.

This Agreement consists of the terms below, plus (a) the specific elements of your Service or Bundled Service plan (including the plan's pricing, duration and applicable Early Termination Fee ("ETF"), all as described in the information made available to you when placing and confirming your order); (b) our Acceptable Use Policy (Attachment A) and Additional Services Terms (Attachment B); and (c) other Verizon policies referred to in this Agreement (including our Privacy Policy), all of which are incorporated herein by reference. This Agreement and related policies are posted online at <http://www2.verizon.net/policies/> ("Website"). You can also receive a paper copy of this Agreement by writing to Verizon, 14025 Riveredge Drive, Tampa, FL 33637, Attention: Customer Service.

#### 2. DEFINITIONS AND CHANGES TO SERVICE.

1. "Broadband Services" means Verizon's FiOS or DSL-based Internet services (whichever applies). Verizon's DSL-based Internet service is also known as "High Speed Internet" ("HSI").
2. "Bundled Service(s)" means a combination or "bundle" of a Broadband Service with one or more other eligible Verizon services, including but not limited to Verizon FiOS TV, Verizon Freedom Value or Verizon Freedom Essentials, FiOS Digital Voice or Verizon ONEBILL service.
3. "Content" means content provided by Verizon or its third party licensors or suppliers and accessible on the Service, including without limitation images, photographs, animations, video, audio, music, and text in any format.
4. "Equipment" means the modem, router and/or other equipment provided by Verizon for use with the Service.
5. "Service" means all Verizon dial-up, Broadband Service and Wi-Fi wireless Internet access services (where applicable), Software, Equipment, Content, Additional Services as defined in Attachment B, technical support, email, domain name server (DNS) and related services, and other products and services provided by Verizon under the pricing plan applicable to your Service. The Service does not include voice telephony services.

6. "Verizon Web Site(s)" mean the sites located at <http://www.verizon.net>, which are comprised of various web pages, tools, information, software, content, and features operated by Verizon.

### 3. REVISIONS TO THIS AGREEMENT.

From time to time we will make revisions to this Agreement and the policies relating to the Service. We will provide notice of such revisions by posting revisions to the Website Announcements page, or sending an email to your primary verizon.net email address, or both. You agree to visit the Announcements page periodically to review any such revisions. We will provide you with at least thirty (30) days notice prior to the effective date of any increases to the monthly price of your Service or Bundled Service plan (excluding other charges as detailed in Sections 8.1(a)-(d)); revisions to any other terms and conditions shall be effective on the date noted in the posting and/or email we send you. By continuing to use the Service after revisions are effective, you accept and agree to abide by them.

### 4. AUTHORIZED USER, ACCOUNT USE, AND RESPONSIBILITIES.

1. You acknowledge that you are eighteen (18) years of age or older and that you have the legal authority to enter into this Agreement. You agree promptly to notify Verizon whenever your personal or billing information changes.
2. You are responsible for all use of your Service and account, whether by you or someone using your account with or without your permission, including all secondary or sub-accounts associated with your primary account, and to pay for all activity associated with your account. You agree to comply with all applicable laws, regulations and rules regarding your use of the Service and to only use the Service within the United States (unless otherwise permitted by this Agreement).
3. **Restrictions on Use.** The Service is a consumer grade service and is not designed for or intended to be used for any commercial purpose. You may not resell the Service, use it for high volume purposes, or engage in similar activities that constitute such use (commercial or non-commercial). If you subscribe to a Broadband Service, you may connect multiple computers/devices within a single home to your modem and/or router to access the Service, but only through a single Verizon-issued IP address. You also may not exceed the bandwidth usage limitations that Verizon may establish from time to time for the Service, or use the Service to host any type of server. Violation of this section may result in bandwidth restrictions on your Service or suspension or termination of your Service.
4. **Dial-Up Accounts.** If you subscribe to Dial-up Service, your Service may be subject to log-off automatically and without notice if your account is idle for fifteen minutes. An account session may be deemed to be idle if there appears to be no interactive, human generated data received from your computer system within a prescribed amount of time. Use of automatic re-dialer, script or other programs for the purpose of avoiding inactivity disconnects is a violation of this Agreement. You may only use your account for one log-on session per connection type at a time and you may not use more than one IP address for each log-on session.
5. **Broadband Accounts.** Additional User IDs provided for Broadband customers' email boxes may not be used as dial-up connections.

### 5. PRIVACY POLICY; LEGAL COMPLIANCE.

Personal information you provide to Verizon is governed by our Privacy Policy, which is posted on the Website and is subject to change from time to time. Verizon reserves the right to provide account and user information, including email, to third parties as required or permitted by law (such as in response to a subpoena or court order), and to cooperate with law enforcement authorities in the investigation of any criminal or civil matter. Such cooperation may include, but is not limited to, monitoring of the Verizon network consistent with applicable law. In addition, Verizon is required by law to report any facts or circumstances reported to us or that we discover from which it appears there may be a violation of the child pornography laws. We reserve the right to report any such information, including the identity of users, account information, images and other facts to law enforcement personnel.

### 6. AVAILABILITY OF AND CHANGES TO SERVICE.

1. **Service and Bandwidth Availability and Speed.** The Service you select may not be available in all areas or at the rates, speeds, or bandwidth generally marketed, and some locations may not qualify for the Service even if initial testing showed that your line was qualified. We will provision qualified HSI lines at the maximum line rate available to your location based on our standard line qualification procedures, unless you have selected a level of service with a lower maximum line rate. Bandwidth is provided on a per-line (not a per-device) basis. The bandwidth available to each device connected to the network will vary depending upon the number, type and configuration of devices using the Service and the type of use (e.g., streaming media), among other factors. The speed of the Service will vary based on network or Internet congestion, your computer configuration, the condition of your telephone line and the wiring inside your location, among other factors. We and our suppliers reserve the right, at any time, with or without prior notice to you, to restrict or suspend the Service to perform maintenance activities and to maintain session control.
2. **Changes to your local voice telephony service.** If you change your local telephone company or discontinue your local telephone service, we may in our discretion either terminate your Service or continue to provide Broadband Service without local Verizon voice service at the then-current rates, terms and conditions applicable to your new Service plan and you agree to pay any new or higher monthly fee that may apply to your new Service plan. If we elect to terminate your Service under this Section 6.2, then we reserve the right to charge any early termination fees and to apply the Equipment return terms under Section 9.
3. **Conversion from DSL Service to Verizon FIOS Internet Service.** When Verizon is able to provision Service utilizing fiber optic technologies, we may in our discretion terminate your DSL Service and cease offering DSL Service to your location. In such case, we will offer you Verizon FIOS Internet Service at the then applicable rates and terms, which may differ from your previous DSL Service rates and terms.
4. **Changes to Service or Features.** Verizon reserves the right to change any of the features, Content or applications of the Service at any time with or without notice to you. This includes the portal services we may make available as part of the Service or for an additional charge.

## 7. SOFTWARE LICENSES AND THIRD PARTY SERVICES.

1. We may provide you, for a fee or at no charge, software for use in connection with the Service which is owned by Verizon or its third party licensors, providers and suppliers ("Software"). We reserve the right periodically to update, upgrade or change the Software remotely or otherwise and to make related changes to the settings and software on your computer or Equipment, and you agree to permit such changes and access to your computer and Equipment. You may use the Software only in connection with the Service and for no other purpose.
2. Certain Software may be accompanied by an end user license agreement ("EULA") from Verizon or a third party. Your use of the Software is governed by the terms of that EULA and by this Agreement, where applicable. You may not install or use any Software that is accompanied by or includes a EULA unless you first agree to the terms of the EULA.
3. For Software not accompanied by a EULA, you are hereby granted a revocable, non-exclusive, non-transferable license by Verizon or its applicable third party licensor(s) to use the Software (and any corrections, updates and upgrades thereto). You may not make any copies of the Software. You agree that the Software is confidential information of Verizon or its third party licensors and that you will not disclose or use the Software except as expressly permitted herein. The Software contains copyrighted material, trade secrets, patents, and proprietary information owned by Verizon or its third party licensors. You may not de-compile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Software, otherwise reduce the Software to a human readable form, modify, rent, lease, loan, use for timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Software, or otherwise transfer the Software to any third party. You may not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols, or labels appearing on or in copies of the Software. You are not granted any title or rights of ownership in the Software. You acknowledge that this license is not a sale of intellectual property and that Verizon or its third party licensors continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret, and moral rights, to the Software and related documentation, as well as any corrections, updates and upgrades to it. The Software may be used in the United States only, and any export of the Software is strictly prohibited.

4. Your license to use the Software or any Additional Services will remain in effect until terminated by Verizon or its third party licensors, or until your Service is terminated. Upon termination of your Service, you must cease all use of and immediately delete the Software from your computer.
5. If you subscribe to or otherwise use any third party services offered by Verizon, your use of such services is subject to the EULA of that third party provider. Violation of those terms may, in our sole discretion, result in the termination of your Service.
6. All title and intellectual property rights (including without limitation, copyrights, patents, trademarks and trade secrets) in and to the Verizon Web Sites (including but not limited to, related software, images, photographs, animations, video, audio, music, text, and content), are owned by Verizon, its affiliates or licensors. All title and intellectual property rights in and to the information and content which may be accessed through use of the Verizon Web Sites are the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement does not grant you any rights to use such content, nor does it grant any rights to the Verizon Web Sites, other than the right to use the Verizon Web Sites according to the terms of the Agreement.
7. **Verizon Wi-Fi.** Verizon Wi-Fi Software and Services are provided by Boingo Wireless, Inc. ("Boingo").

#### 8. PRICING; BILLING; CHANGES TO SERVICE PLANS AND PAYMENT.

1. **Prices and Fees; Billing.** You agree to pay the fees applicable to your Service or Bundled Service, either on a monthly or prepaid basis, as applicable, and to pay: a) applicable taxes, b) surcharges, c) recovery fees, d) telephone charges, e) activation fees, f) installation fees, g) set-up fees, h) equipment charges, i) ETFs, and j) other recurring and nonrecurring charges associated with the Service plan you have selected. The taxes, fees and other charges detailed in a)-d) above may vary on a monthly basis. Surcharges and recovery fees are not taxes and are not required by law, but are set by Verizon and may change. You also agree to pay any additional charges or fees applied to your account, including interest and charges due to insufficient credit or insufficient funds. Non-recurring charges such as set up, activation and installation fees, and equipment charges, will be included in your first bill. Monthly Service and Bundled Service recurring charges will be billed one month in advance; any usage charges will be billed in arrears. Pre-paid pricing plans for Additional Services will be billed in advance. Based on your election and subject to our approval, Verizon or its agent will bill you directly, or bill your charge card or local Verizon telephone bill (where available). **IF YOU ELECT TO BE BILLED ON YOUR VERIZON PHONE BILL, BY USING THE SERVICES YOU AGREE TO HAVE ALL SERVICE CHARGES INCLUDED ON YOUR PHONE BILL. IF YOU SUBSCRIBE TO A BUNDLED SERVICE PLAN, THEN ALL OF THE SERVICES INCLUDED IN THE BUNDLED SERVICE PLAN MUST BE BILLED ON YOUR VERIZON PHONE BILL.** Billing for Dial-up Service will automatically begin upon registration of your account. Billing for Broadband Services will automatically begin on the date provisioning of your Broadband Service is complete ("Service Ready Date"). Billing for Additional Services will begin on your Service Ready Date if you are also ordering a new Broadband Service. Otherwise, billing for Additional Services will begin upon submission of your order, unless otherwise noted. We may, at our election, waive any fees or charges. If you cancel any component of a Bundled Services plan, the monthly charges for the remaining services on your account will automatically convert to the applicable existing, non-discounted month-to-month service rate.
2. **Plans with Minimum Terms.** If you choose a Service or Bundled Services plan with a minimum term commitment, you agree to maintain your Service for the term of that plan (a "Term Plan"). For Broadband Services, your Term Plan begins on the later of: (a) the date you change your existing Broadband Service plan to a Term Plan; or (b) your Service Ready Date; for Bundled Services, your Term Plan begins once all Bundled Services have been provisioned. You will begin receiving any discount associated with a Bundled Services plan once all Bundled Services have been provisioned. At the end of any Term Plan you may be given the option to select a new Term Plan. If you do not select a new Term Plan, your Service will automatically convert to a month-to-month Service plan at a monthly fee that may be higher than your current rate. If you select a new Term Plan, the terms of that plan will apply.
3. **Pre-paid Service Plans for Additional Services.** You may be given the option to select a pre-paid service plan for Additional Services ("Prepaid Service Plan") which will begin on the later of: (a) the date of your order, or (b) the date you change to the Prepaid Service Plan. There will be no refunds for Prepaid Service Plans. At the end of any Prepaid Service Plan, you may be given the option to select a new Prepaid Service

Plan. If you do not select a new Prepaid Service Plan, your Service will automatically convert to the then-current month-to-month rate for the Additional Service.

4. **Money Back Guarantee.** If we provide a money back guarantee ("MBG") for your Service, it will begin on your Service Ready Date. During this MBG period you may cancel your Service and receive a full refund of all monthly, one-time and equipment charges paid to Verizon (provided you return all Equipment in good working condition). If you fail to return the Equipment, an unreturned Equipment fee will apply. ETFs will not apply to Service terminated within the MBG period. The MBG does not apply to customers who change between or renew bundle, monthly, term or other pricing plans. The MBG is limited to one per Subscriber per Service type per Service address.
5. **Discontinuation of Service for Nonpayment.** We may discontinue your Service without notice if Service charges on your telephone bill or charge card are refused for any reason, or if you fail to make payment when due or to provide us with a new charge card expiration date before the existing date expires.
6. **Late Fees.** If any portion of your bill is not paid by the due date, Verizon may charge you a late fee on unpaid balances and may also terminate or suspend your Service without notice. If your charges are billed by your Verizon local carrier, the late fee will be equal to the late payment charge that the local exchange carrier applies. Otherwise, the late fee will be the lesser of 1.5 % per month, or the highest rate permitted by law. If Verizon uses a collection agency or legal action to recover monies due, you agree to reimburse us for all expenses we incur to recover such monies, including attorneys' fees.
7. **Local Telephone, Toll and Long Distance Charges.** VERIZON IS NOT RESPONSIBLE FOR ANY CHARGES, INCLUDING BUT NOT LIMITED TO, LONG DISTANCE AND METERED LOCAL OR TOLL CHARGES INCURRED WHEN YOU ACCESS THE SERVICE. YOU SHOULD CHECK WITH THE LOCAL PHONE COMPANY TO DETERMINE WHETHER A DIAL-UP NUMBER YOU HAVE SELECTED IS A LOCAL CALL FROM YOUR LOCATION AND WHETHER ANY CHARGES APPLY. VERIZON DOES NOT GUARANTEE THAT ANY DIAL-UP ACCESS NUMBERS WE PROVIDE WILL BE A LOCAL CALL FROM YOUR LOCATION. ADDITIONAL CHARGES, WHICH MAY BE SUBSTANTIAL, APPLY TO REMOTE DIAL UP ACCESS, WHICH IS AVAILABLE FROM CERTAIN LOCATIONS ONLY.
8. **Limitation on Special Pricing Promotions.** You may only take advantage of one special pricing promotion during any consecutive twelve (12)-month period. Eligibility for promotional offers may be contingent upon payment of all outstanding Verizon charges.
9. **Refundable Deposit.** We may require that you provide us with a refundable deposit, which will be specified at the time of your order ("Subscriber Deposit"). We may also require an additional deposit after activation of the Service if you fail to pay any amounts when due. Within ninety (90) days after termination of your Service, we will return your Subscriber Deposit, less any unpaid amounts due on your account, including any amounts owed for unreturned or damaged Equipment. Amounts held on deposit will not accrue interest except as required by law.
10. **Credit Related Matters** We may evaluate your credit history before modifying or providing you Service. In order to establish an account with us and/or obtain or modify Service, we may obtain a report from a consumer credit agency or exchange information with our affiliates in connection with determining your creditworthiness. If you fail to pay your bill, we may submit a negative credit report to a credit reporting agency, which will negatively affect your credit report.

## 9. TERMINATION OR SUSPENSION OF SERVICE.

### 1. Termination of Service.

1. **Subscribers with Month-to-Month Accounts.** If you are a month-to-month Service customer, either you or Verizon may terminate this Agreement any time by giving notice to the other as set forth in this Agreement. Termination by you will be effective upon your notice to us. Activation or set-up fees paid at the initiation of your Service, if any, are not refundable, except during any applicable 30-day MBG period.
2. **Subscribers with Term Plans; Early Termination Fee.** EXCEPT AS OTHERWISE SET FORTH IN

THIS AGREEMENT, IF YOUR BROADBAND SERVICE OR ANY COMPONENT OF A BUNDLED SERVICE PLAN IS TERMINATED BY YOU OR BY US AS A RESULT OF VIOLATION BY YOU OF THIS AGREEMENT BEFORE COMPLETING YOUR TERM PLAN, THEN YOU AGREE TO PAY VERIZON THE ETF SET FORTH IN THE PRICING PLAN YOU HAVE CHOSEN. If you terminate Service at your location, your existing Term Plan cannot be carried over to a new Service location. The ETF will not apply for FiOS Service cancelled within fifteen (15) days after installation.

3. **Termination and/or Suspension by Verizon.** Verizon reserves the right to change, limit, terminate, modify or temporarily or permanently cease providing the Service or any part of it with or without prior notice if we elect to change the Service or a part thereof or if you violate the terms of this Agreement. If Verizon terminates your Service under this Section 9.1.3, you must immediately stop using the Service and you will be responsible for the applicable fees and/or Equipment charges set forth in Sections 8.5, 9.1.1, or 9.1.2. If the termination is a result of violation by you of the terms of this Agreement, you also shall be liable to pay the ETF. If your Service is reconnected, a reconnection fee may apply.
2. **Deletion of Data upon Termination.** YOU AGREE THAT IF YOUR SERVICE IS TERMINATED FOR ANY REASON, VERIZON HAS THE RIGHT TO IMMEDIATELY DELETE ALL DATA, FILES AND OTHER INFORMATION (INCLUDING EMAILS, ADDRESS BOOK AND WEB STORAGE CONTENT) STORED IN OR FOR YOUR ACCOUNT WITHOUT FURTHER NOTICE TO YOU.
3. **Return of Equipment upon Termination.** If your Service is terminated for any reason prior to the end of the first year of service and you received Equipment at no charge from Verizon, you must return the Equipment to Verizon or you will be charged for the Equipment.

#### 10. MANAGEMENT OF YOUR DATA AND COMPUTER.

1. **Your Responsibilities Regarding Management of Your Computer and Data.** You are solely responsible for obtaining, maintaining and updating all equipment and software necessary to use the Service, and for management of your information, including but not limited to back-up and restoration of your data. YOU AGREE THAT VERIZON IS NOT RESPONSIBLE FOR THE LOSS OF YOUR DATA OR FOR THE BACK-UP OR RESTORATION OF YOUR DATA REGARDLESS OF WHETHER THIS DATA IS MAINTAINED ON OUR SERVERS OR YOUR DEVICE(S). YOU SHOULD ALWAYS BACK-UP ANY IMPORTANT INFORMATION SEPARATELY FROM DATA STORED ON VERIZON'S OR ANY THIRD PARTY'S SERVERS.
2. **Content and Data Management by Verizon.** We reserve the right to: (a) use, copy, display, store, transmit and reformat data transmitted over our network and to distribute such content to multiple Verizon servers for back-up and maintenance purposes; and (b) block or remove any unlawful content you store on or transmit to or from any Verizon server. We do not guarantee the protection of your content or data located on our servers or transmitted across our network (or other networks) against loss, alteration or improper access.
3. **Your Responsibilities Regarding Security.** You agree that you are solely responsible for maintaining the security of your computer(s) and data, including without limitation, encryption of data and protection of your User ID, password and personal and other data. WE STRONGLY RECOMMEND THE USE (AND APPROPRIATE UPDATING) OF COMMERCIAL ANTI-VIRUS, ANTI-SPYWARE AND FIREWALL SOFTWARE.
4. **Monitoring of Network Performance by Verizon.** Verizon automatically measures and monitors network performance and the performance of your Internet connection and our network. We also will access and record information about your computer and Equipment's profile and settings and the installation of software we provide. You agree to permit us to access your computer and Equipment and to monitor, adjust and record such data, profiles and settings for the purpose of providing the Service. You also consent to Verizon's monitoring of your Internet connection and network performance, and to our accessing and adjusting your computer settings, as they relate to the Service, Software, or other services, which we may offer from time to time. We do not share information collected for the purpose of network or computer performance monitoring or for providing customized technical support outside of Verizon or its authorized vendors, contractors and agents.

**11. LIMITATIONS ON USE OF THE SERVICE.**

1. You acknowledge and agree that Verizon (a) is not responsible for invalid destinations, transmission errors, or the corruption of your data; and (b) does not guarantee your ability to access all websites, servers or other facilities or that the Service is secure or will meet your needs.
2. You acknowledge that the Service will allow access to information which may be sexually explicit, obscene or offensive, or otherwise unsuitable for children. You agree that the supervision of use of the Service by children is your responsibility and that Verizon is not responsible for access by you or any other users to objectionable or offensive content. VERIZON STRONGLY RECOMMENDS THE USE OF COMMERCIALY AVAILABLE CONTENT FILTERING SOFTWARE.
3. You understand and agree that if you type a nonexistent or unavailable Uniform Resource Locator (URL), or enter a search term into your browser address bar, Verizon may present you with an advanced web search page ("AWS Page") containing suggested links based upon the query you entered in lieu of your receiving an NXDOMAIN or similar error message. Verizon's provision of the AWS Page may impact applications that rely on an NXDOMAIN or similar error message and may override similar browser-based search results pages. If you would prefer not to receive AWS Pages from Verizon, you should follow the opt-out instructions that are available by clicking on the "About the Search Results Page" link on our AWS Page.
4. You are not authorized to use any Verizon name or mark as a hypertext link to any Verizon Web site or in any advertising, publicity or in any other commercial manner without the prior written consent of Verizon Licensing Company.
5. You agree that Verizon assumes no responsibility for the accuracy, integrity, quality completeness, usefulness or value of any Content, advice or opinions contained in any emails, message boards, chat rooms or community services, Verizon Web Sites or in any other public services or social networks, and that Verizon does not endorse any advice or opinion contained therein, whether or not Verizon provides such service(s). Verizon does not monitor or control such services, although we reserve the right to do so.
6. You represent that when you transmit, upload, post or submit any content, images or data using the Service you have the legal right to do so and that your use of such data or content does not violate the copyright or trademark laws or any other third party rights.
7. Websites linked to or from the Service are not reviewed, controlled, or examined by Verizon and you acknowledge and agree that Verizon is not responsible for any losses you incur or claims you may have against the owner of third party websites. The inclusion of any linked websites or content from the Service, including websites or content advertised on the Service, does not imply endorsement of them by Verizon.
8. If you choose to access the Verizon Web Sites from locations outside the United States, you do so on your own initiative and you are responsible for compliance with all applicable local use controls, laws and regulations, including those relating to the transmission of technical data exported from or imported to the United States or the country in which you reside. Verizon makes no representation that materials on the Verizon Web Sites are appropriate or available for use in locations outside the United States and accessing them from territories where their contents are illegal is prohibited.

**12. WARRANTIES AND LIMITATION OF LIABILITY.**

1. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE SUPPLIED HEREUNDER IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITH ALL FAULTS. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT AND AS OTHERWISE SPECIFICALLY SET FORTH IN ANY MANUFACTURER WARRANTY FOR ANY EQUIPMENT PROVIDED BY VERIZON (BUT ONLY IF SUCH WARRANTY IS INCLUDED WITH SUCH EQUIPMENT), VERIZON (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AND AFFILIATES) (COLLECTIVELY THE "VERIZON PARTIES"), ITS THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS FOR THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, NON-INTERFERENCE, TITLE, COMPATIBILITY OF COMPUTER SYSTEMS, COMPATIBILITY OF SOFTWARE PROGRAMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. ALSO,



THERE IS NO WARRANTY OF WORKMANLIKE EFFORT OR LACK OF NEGLIGENCE. NO ADVICE OR INFORMATION GIVEN BY VERIZON OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY WITH RESPECT TO ADVICE PROVIDED.

2. VERIZON DOES NOT WARRANT OR GUARANTEE THAT SERVICE CAN BE PROVISIONED TO YOUR LOCATION, OR THAT PROVISIONING WILL OCCUR ACCORDING TO A SPECIFIED SCHEDULE, EVEN IF VERIZON HAS ACCEPTED YOUR ORDER FOR SERVICE. THE PROVISIONING OF SERVICE IS SUBJECT TO NETWORK AVAILABILITY, CIRCUIT AVAILABILITY, LOOP LENGTH, THE CONDITION OF YOUR TELEPHONE LINE AND WIRING INSIDE YOUR LOCATION, AND YOUR COMPUTER/DEVICE CONFIGURATION AND CAPABILITIES, AMONG OTHER FACTORS. IN THE EVENT YOUR LINE IS NOT PROVISIONED FOR ANY REASON, NEITHER YOU NOR VERIZON SHALL HAVE ANY DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT (OTHER THAN YOUR OBLIGATION TO RETURN ANY VERIZON-PROVIDED EQUIPMENT).
3. **VERIZON DOES NOT WARRANT THAT THE SERVICE OR EQUIPMENT PROVIDED BY VERIZON WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR CONDITIONS, OR THE LIKE.** VERIZON SHALL NOT BE LIABLE FOR LOSS OF YOUR DATA, OR IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF YOUR EQUIPMENT, RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE.
4. IN NO EVENT SHALL THE VERIZON PARTIES OR VERIZON'S THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS BE LIABLE FOR: (A) ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF REVENUE, LOSS OF PROGRAMS OR INFORMATION OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE SERVICE, OR RELIANCE ON OR PERFORMANCE OF THE SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF VERIZON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY.
5. THE LIABILITY OF THE VERIZON PARTIES, OR (SUBJECT TO ANY DIFFERENT LIMITATIONS OF LIABILITY IN THIRD PARTY END USER LICENSE OR OTHER AGREEMENTS) OUR THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS, FOR ALL CATEGORIES OF DAMAGES SHALL NOT EXCEED A PRO RATA CREDIT FOR THE MONTHLY FEES (EXCLUDING ALL NONRECURRING CHARGES, REGULATORY FEES, SURCHARGES, FEES AND TAXES) YOU HAVE PAID TO VERIZON FOR THE SERVICE DURING THE SIX (6) MONTH PERIOD PRIOR TO WHEN SUCH CLAIM AROSE, WHICH SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY REGARDLESS OF THE TYPE OF CLAIM OR NATURE OF THE CAUSE OF ACTION. THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULL EXTENT PERMITTED BY LAW, AND ARE NOT INTENDED TO ASSERT ANY LIMITATIONS OR DEFENSES WHICH ARE PROHIBITED BY LAW.
6. ALL LIMITATIONS AND DISCLAIMERS STATED IN THIS SECTION 12 ALSO APPLY TO VERIZON'S THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS, AS THIRD PARTY BENEFICIARIES OF THIS AGREEMENT.
7. THE REMEDIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS (SUCH AS CONSUMER LAWS), WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, OUR EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

### 13. INDEMNIFICATION.

You agree to defend, indemnify and hold harmless the Verizon Parties from and against all liabilities, costs and expenses, including reasonable attorneys' and experts' fees, related to or arising from your use of the Service (or the use of your Service by anyone else), (a) in violation of applicable laws, regulations or this Agreement; (b) to access the Internet or to transmit or post any message, information, software, images or other materials via the Internet; (c) in any manner that harms any person or results in the personal injury or death of any person or in

damage to or loss of any tangible or intangible (including data) property; or (d) claims for infringement of any intellectual property rights arising from or in connection with use of the Service.

#### 14. NOTICES.

1. Notices required under this Agreement by you must be provided to us at 14025 Riveredge Drive, Tampa, FL 33637, Attention: Customer Service in the manner set forth in the Contact Us section of the Website. Notice by Verizon to you (including notice of changes to this Agreement under Section 3) shall be deemed given when: (a) transmitted to your primary verizon.net email address; or (b) mailed via the US mail or hand-delivered to your address on file with us; or (c) when posted to the Announcements page of the Website.
2. If you send us an email, you agree that the User ID and/or alias contained in the email is legally sufficient to verify you as the sender and the authenticity of the communication.

#### 15. GENERAL PROVISIONS.

1. All obligations of the parties under this Agreement, which, by their nature, would continue beyond the termination of this Agreement, including without limitation, those relating to Limitation of Liability and Indemnification, shall survive such termination.
2. Verizon will not be liable for delays, damages or failures in performance due to causes beyond its reasonable control, including, but not limited to, acts of a governmental body, acts of God, acts of third parties, fires, floods, strikes, work slow-downs or other labor-related activity, or an inability to obtain necessary equipment or services.
3. You may not assign or otherwise transfer this Agreement, or your rights or obligations under it, in whole or in part, to any other person. Any attempt to do so shall be void. We may freely assign all or any part of this Agreement with or without notice and you agree to make all subsequent payments as directed.
4. **Except as otherwise required by law, you and Verizon agree that the substantive laws of the Commonwealth of Virginia, without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement. YOU AND VERIZON CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION OF AND VENUE IN A COURT LOCATED IN FAIRFAX COUNTY, VIRGINIA FOR ANY SUITS OR CAUSES OF ACTION CONNECTED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE SUBJECT MATTER OF THIS AGREEMENT OR TO THE SERVICE. Except as otherwise required by law, including Virginia laws relating to consumer transactions, any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.**
5. Use, duplication or disclosure by any Government entity is subject to restrictions set forth, as applicable, in subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause at FAR 52.227-19, FAR 12.212, DFARS 227.7202, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause of DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Verizon or its licensors and suppliers. The use of Software and documentation is further restricted in accordance with the terms of this Agreement.
6. Verizon's failure at any time to insist upon strict compliance with any of the provisions of this Agreement shall not be construed to be a waiver of such terms in the future. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.
7. This Agreement, including all Policies referred to herein and posted on the Website, constitutes the entire agreement between you and Verizon with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. No changes by you to this Agreement shall be effective unless agreed to in a writing signed by an authorized person at Verizon.

16. **Verizon Affiliates.** Services in New Jersey are provided by Verizon Online - New Jersey LLC. Services in Maryland are provided by Verizon Online - Maryland LLC. Services in Pennsylvania are provided by Verizon Online Pennsylvania Partnership.

## ATTACHMENT A

### ACCEPTABLE USE POLICY

1. **General Policy:** Verizon reserves the sole discretion to deny or restrict your Service, or immediately to suspend or terminate your Service, if the use of your Service by you or anyone using it, in our sole discretion, violates the Agreement or other Verizon policies, is objectionable or unlawful, interferes with the functioning or use of the Internet or the Verizon network by Verizon or other users, or violates the terms of this Acceptable Use Policy ("AUP").
2. **Specific Examples of AUP Violations.** The following are examples of conduct which may lead to termination of your Service. Without limiting the general policy in Section 1, it is a violation of the Agreement and this AUP to: (a) access without permission or right the accounts or computer systems of others, to spoof the URL, DNS or IP addresses of Verizon or any other entity, or to penetrate the security measures of Verizon or any other person's computer system, or to attempt any of the foregoing; (b) transmit uninvited communications, data or information, or engage in other similar activities, including without limitation, "spamming", "flaming" or denial of service attacks; (c) intercept, interfere with or redirect email or other transmissions sent by or to others; (d) introduce viruses, worms, harmful code or Trojan horses on the Internet; (e) post off-topic information on message boards, chat rooms or social networking sites; (f) engage in conduct that is defamatory, fraudulent, obscene or deceptive; (g) violate Verizon's or any third party's copyright, trademark, proprietary or other intellectual property rights; (h) engage in any conduct harmful to the Verizon network, the Internet generally or other Internet users; (i) generate excessive amounts of email or other Internet traffic; (j) use the Service to violate any rule, policy or guideline of Verizon; (k) use the service in any fashion for the transmission or dissemination of images containing child pornography or in a manner that is obscene, sexually explicit, cruel or racist in nature or which espouses, promotes or incites bigotry, hatred or racism; or (l) use the Service in Cuba, Iran, North Korea, Sudan and Syria or any other E:1 Country as designated by the Department of Commerce.
3. **Copyright Infringement/Repeat Infringer Policy.** Verizon respects the intellectual property rights of third parties. Accordingly, you may not store any material or use Verizon's systems or servers in any manner that constitutes an infringement of third party intellectual property rights, including under US copyright law. In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable laws, it is the policy of Verizon to suspend or terminate, in appropriate circumstances, the Service provided to any subscriber or account holder who is deemed to infringe third party intellectual property rights, including repeat infringers of copyrights. In addition, Verizon expressly reserves the right to suspend, terminate or take other interim action regarding the Service of any Subscriber or account holder if Verizon, in its sole judgment, believes that circumstances relating to an infringement of third party intellectual property rights warrant such action. These policies are in addition to and do not affect or modify any other rights Verizon may have under law or contract. If you believe that copyrighted material has been used in violation of this policy or otherwise been made available on the Service in a manner that is not authorized by the copyright owner, its agent or the law, please follow the instructions for contacting Verizon's designated Copyright Agent as set forth in Verizon's Copyright Policy located at <http://www.verizon.com/copy.html>.
4. Verizon may, but is not required to, monitor your compliance, or the compliance of other subscribers, with the terms, conditions or policies of this Agreement and AUP. You acknowledge that Verizon shall have the right, but not the obligation, to pre-screen, refuse, move or remove any content available on the Service, including but not limited to content that violates the law or this Agreement.

## ATTACHMENT B

### ADDITIONAL SERVICES TERMS

If you subscribe to any of the following services ("Additional Services"), the terms and conditions below apply to your use of the service(s) in addition to the terms of the Agreement.

## 1. PERSONAL WEB SPACE ("PWS") AND VERIZON ONLINE BACKUP & STORAGE ("STORAGE SERVICES").

1. If PWS and/or Storage Services are made available as a feature of the Service, you agree that you are solely responsible for all content you store on or retrieve from such services. Additional terms and conditions applicable to Storage Services are posted on the Website and are incorporated herein by reference. You understand that we do not provide telephone technical support for PWS or Storage Services. Storage Services may be accessed from any suitable Internet connection.
2. If you breach this Agreement, we reserve the right immediately to suspend or terminate your Service and/or an Additional Service(s) with or without notice. In such case, you agree that we may immediately delete all data, files, and other content stored on your Storage Services, including archived data, without further notice to you. It is your responsibility to remove or copy any content stored on the Storage Services prior to closure of your account; otherwise, it may be lost.
3. Verizon reserves the right to access your PWS or Storage Service account at any time with or without prior notice to you and to disable access to or remove content which in our sole discretion is or reasonably could be deemed unlawful.
4. Use Requirements for Free Storage Services Accounts ("Free Account"). If you sign up for a Free Account, you must actively use it. To "actively use" your account means to upload, download, backup or restore content to it. In the event you do not use your Free Account for a period of sixty (60) calendar days or more, then Verizon reserves the right to cancel your Free Account. We will provide notice of cancellation by email to your primary verizon.net email address. Use of your Free Account within fourteen (14) calendar days of the date of your cancellation notice will prevent cancellation of your Free Account. **It is your responsibility to remove or copy any content in your Free Account prior to cancellation or termination; otherwise, it will be lost. Verizon may, at its election, also delete archived data.**
5. Verizon Online Backup & Sharing is provided by DigiData Corporation, which is a third party beneficiary of this Agreement capable of enforcing its terms independently from Verizon.

## 2. EMAIL AND EMAIL MESSAGING SERVICE.

1. **Email Service.** Use of Verizon email service is subject to Verizon's email and anti-spam policies, which include important information about limitations on use of the email service such as the storage capacity and deletion of stored messages. More information is available at on the Website and these email policies are incorporated herein by reference.
2. **Email Security.** Verizon reserves the right in our sole discretion to provide the level of security we deem appropriate to safeguard our network and customers, and other Internet users, against Internet threats or abuses, including viruses, spam and phishing threats. These security measures may include, but are not limited to, the use of firewalls and blocklists to block potentially harmful or abusive emails or attachments, anti-spam filters, anti-virus and anti-spyware software, and blocking selected ports. **Such activities may result in the blocking, filtering or non-delivery of legitimate and non-legitimate email sent to or from your email account. By using any Verizon-provided email service, you agree that delivery and receipt of email is not guaranteed and to Verizon's use of such Internet and email security measures we in our sole discretion deem appropriate.**
3. **Email Aliases.** Verizon will issue email aliases (alternate email addresses) based upon availability. You will surrender your alias by changing it or if your account is terminated for any reason and we will not forward emails addressed to that alias. If your Service is reinstated we cannot guarantee your alias will still be available to you.

## 3. VERIZON INTERNET SECURITY SUITE ("VISS").

1. VISS is manufactured by Radialpoint SafeCare General Partnership located at 2050 Rue de Bleury, Suite 300, Montreal, Quebec, H3A 2J5. Radialpoint™ is a trademark of Radialpoint SafeCare Inc. (hereunder, along with Radialpoint SafeCare General Partnership, referred to as Radialpoint). The personal jurisdiction

and venue provisions in Section 15.4 shall not apply to any causes of action by or against Radialpoint Inc. under or in relation to this Agreement. Radialpoint Inc. is a third party beneficiary of this Agreement capable of enforcing its terms independently from Verizon.

2. You acknowledge and consent that Radialpoint Inc.: (i) may provide non-personally identifiable usage data collected in anonymous and aggregate form ("VISS Data") to its subcontractors in North America, for analysis of the performance of VISS, including the redundancy, reliability, and disaster recovery components of the services; and (ii) may use such VISS Data (1) to improve activation flow; and/or (2) as part of trends or reports published by Radialpoint Inc.
4. **VERIZON GAMES ON DEMAND.** Verizon Games on Demand are manufactured by Exent Technologies, Inc., which is a third party beneficiary of this Agreement capable of enforcing its terms independently from Verizon.
5. **STARZ PLAY.** Starz Play is provided by Starz Entertainment, LLC.
6. **VERIZON PREMIUM TECHNICAL SUPPORT SERVICE ("PTS").**

1. **Service Description and Scope of Support.** PTS is a service intended to address issues outside the scope of Verizon's standard technical support. PTS includes: (a) configuration troubleshooting; (b) evaluation of and attempts to correct software, operating systems and networking issues; (c) virus/spyware support; and (d) software and peripherals support for network, video and sound cards, memory, hard drives, CD/DVD reader/writers, printers, scanners and networking equipment. All PTS services are offered in English only.

2. **Limitations of PTS.**

1. PTS does not support all software, hardware or Internet-related products, applications or features and we reserve the right to defer support issues to your equipment or software vendor. PTS does not include training on hardware or software use.
2. PTS is not intended to replace the more advanced technical support that may be available from hardware or software manufacturers
3. PTS is for incident-specific troubleshooting and problem resolution, and excludes: i) computer programming; ii) software development; iii) warranty repairs or product replacement; iv) support for Windows® 95 and earlier versions of Windows; v) support for Mac operating systems earlier than OS X; vi) problems or issues arising out of any impermissible or unauthorized use or modification of a product or vii) upgrades of firmware, software, operating systems, or applications. Use of PTS does not constitute a license to use the software, applications or equipment being supported, or an upgrade thereto. You are responsible for obtaining any necessary licenses to use your software and applications
4. In some cases, we may not be able to diagnose or resolve a problem because of complications with your computer or its configuration. PTS is offered as a "best efforts" service and without warranty except as specifically set forth in this Agreement. We reserve the right to refuse to troubleshoot software not on our list of supported products.
5. You understand and agree that technical problems may be the result of software or hardware errors not yet resolved by the product manufacturer, and that we may not have the ability to obtain the information necessary to resolve a specific technical problem.
6. If you purchase the Thirty (30) Minute Premium Technical Support Service ("30 Minute PTS"), the Service is non-refundable. 30 Minute PTS has a maximum duration of thirty (30) minutes and must be used within twenty-four (24) hours from the time of purchase; and you must be a subscriber to Verizon High Speed Internet or Verizon FiOS Internet service.

3. **Your Responsibilities.**

1. In order for us to provide PTS, you must first confirm that you have: a) full access (including any

required licenses) to the hardware and/or software that is the basis of the problem; and (b) completed a back-up of any data, software, information or other files stored on your computer disks and/or drives that may be impacted. **Verizon is not responsible for the loss, corruption or alteration of data, software or files that may result from performance of PTS by our technicians.** You also acknowledge and agree that you are the owner or authorized user of any hardware or software about which you are contacting us. PTS is only available to you and those residing at your location; PTS is not transferrable.

2. You agree to cooperate with and follow instructions provided by Verizon and acknowledge that such cooperation by you is essential to our delivery of PTS to you.
3. You hereby grant Verizon permission to view, access and modify your computer, computer (including registry) settings and any related software or peripheral equipment, including all data, hardware and software components, in order to perform PTS.
4. You are responsible for any and all restoration and reconstruction of lost or altered files, data, or programs, and for ensuring that any information or data disclosed to Verizon is not confidential or proprietary to you or any third party.

#### 4. Support Procedures.

1. Purchase Terms. PTS can be purchased either: (a) for an unlimited number of Incidents for a term beginning on the date you order PTS and continuing for the duration of the plan you selected ("Term Plan"); or (b) on a per-Incident basis (the "Per-Incident Service Plan"). For the Per-Incident Service Plan, Verizon will address a single Incident (as defined in Section 6.4.2 below) which shall include follow-up calls, as reasonable and necessary, regarding the Incident. Once an Incident is resolved (as set forth in Section 6.4.3, below), you may call back and obtain assistance on the same Incident for up to seventy-two (72) hours at no additional charge, after which the Incident will be considered closed. Once an Incident has been closed by Verizon, any further calls or requests for assistance will be considered a new Incident and additional fees will apply if you subscribe to our Per-Incident Service Plan. **IF YOU PURCHASE PTS UNDER A TERM PLAN AND YOUR SERVICE IS TERMINATED BY YOU (OR BY US IF YOU BREACH THIS AGREEMENT) BEFORE COMPLETING YOUR TERM, THEN, UPON TERMINATION OF YOUR SERVICE, YOU AGREE TO PAY VERIZON AN EARLY TERMINATION FEE IN THE AMOUNT SET FORTH IN THE PLAN YOU HAVE CHOSEN.**
2. "Incident" means a specific, discrete problem for which Verizon will attempt to isolate its origin to a single cause. Verizon, in its sole discretion, will determine what constitutes an Incident.
3. An Incident will be considered resolved when you receive one of the following: (a) information or advice that resolves the Incident; (b) information on how to obtain a software solution that will resolve the Incident; (c) notice that the Incident is caused by a known, unresolved issue or an incompatibility issue; (d) information that the Incident can be resolved by upgrading to a newer release of a product; (e) notice that the Incident has been identified as a hardware equipment issue; or if (f) you cannot, or elect not to, pursue the course of action we recommend.
4. Our advice to you may include steps that you will need to take before the Incident can be resolved, such as buying cables or cords, acquiring software, etc. and we will keep your service request open for future reference when you are ready to resume the process.
5. **Third Party Warranties.** Third-party equipment, software and peripheral products are covered by the warranties provided by the original manufacturer or the seller of the product. Third party warranties may vary from product to product. It is your responsibility to consult the applicable product documentation for specific warranty information. **In addition, you acknowledge that certain third party equipment or software warranties may limit or void the remedies that they offer if unauthorized persons perform support service on the equipment or software. It is your responsibility to ensure that any impact that Verizon's delivery of PTS might have on third party warranties is acceptable to you.**
6. **Customer Specific Service.** PTS is only available to you and to persons you authorize. In either case, the terms of this Agreement will apply to the PTS services we perform.

**7. LIMITATION OF LIABILITY. VERIZON'S TOTAL LIABILITY ARISING OUT OF THE PTS SERVICE, OR FROM VERIZON'S NEGLIGENCE OR OTHER ACTS OR OMISSIONS, IF ANY, SHALL BE LIMITED, AT VERIZON'S SOLE DISCRETION AND OPTION, (A) TO REPERFORMING THE PTS SERVICE, OR (B) AS SET FORTH IN SECTION 12 OF THE AGREEMENT; EXCEPT THAT, IN THE CASE OF PER-INCIDENT SERVICE PLANS, YOUR REMEDIES WILL BE LIMITED TO A REFUND OF THE CHARGES AND FEES PAID FOR THE PTS SERVICE GIVING RISE TO THE CLAIM, IF ANY. THE REMEDIES FOR A FAILURE OR BREACH OF SUCH LIMITED WARRANTY ARE EXCLUSIVE.**

V-9.5 Effective October 1, 2009

Morningstar® Document Research™

# Form S-4/A

FRONTIER COMMUNICATIONS CORP - FTR

Filed: September 14, 2009 (period: )

Pre-effective amendment to an S-4 filing



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- instances in which the combined company is unable to meet the financial covenants contained in its debt agreements or to generate cash sufficient to make required debt payments, which circumstances would have the potential of accelerating the maturity of some or all of the combined company's outstanding indebtedness;
- the allocation of a substantial portion of the combined company's cash flow from operations to service the combined company's debt, thus reducing the amount of the combined company's cash flow available for other purposes, including operating costs, capital expenditures and dividends that could improve the combined company's competitive position, results of operations or stock price;
- requiring the combined company to sell debt or equity securities or to sell some of its core assets, possibly on unfavorable terms, to meet payment obligations;
- compromising the combined company's flexibility to plan for, or react to, competitive challenges in its business and the communications industry; and
- the possibility of the combined company being put at a competitive disadvantage with competitors who do not have as much debt as the combined company, and competitors who may be in a more favorable position to access additional capital resources.

### **The combined company will require substantial capital to upgrade and enhance its operations.**

Verizon's historical capital expenditures in connection with the Spinco business have been significantly lower than Frontier's level of capital expenditures. Replacing or upgrading the combined company's infrastructure will require significant capital expenditures, including any expected or unexpected expenditures necessary to make replacements or upgrades to the existing infrastructure of the Spinco business. If this capital is not available when needed, the combined company's business will be adversely affected. Responding to increases in competition, offering new services, and improving the capabilities of, or reducing the maintenance costs associated with, the combined company's plant may cause the combined company's capital expenditures to increase in the future. In addition, the combined company's anticipated annual dividend of \$0.75 per share will utilize a significant portion of the combined company's cash generated by operations and therefore could limit the combined company's ability to increase capital expenditures significantly. While Frontier believes that the combined company's anticipated cash flows will be adequate to maintain this dividend policy while allowing for capital spending and other purposes, any material reduction in cash generated by operations and any increases in capital expenditures, interest expense or cash taxes would reduce the amount of cash available for further capital expenditures and payment of dividends. Accelerated losses of access lines, the effects of increased competition, lower subsidy and access revenues and the other factors described above may reduce the combined company's cash generated by operations and may require the combined company to increase capital expenditures.

### *Risks Related to Regulation*

#### **Changes in federal or state regulations may reduce the access charge revenues the combined company will receive.**

A significant portion of Frontier's revenues (approximately \$285 million, or 13%, in 2008) and a significant portion of Verizon's Separate Telephone Operations' revenues (approximately \$212 million, or 5%, in 2008) are derived from access charges paid by other carriers for services Frontier and the Spinco business provide in originating and terminating intrastate and interstate long distance traffic. As a result, Frontier expects a significant portion of the combined company's revenues to continue to be derived from access charges paid by these carriers for services that the combined company will provide in originating and terminating this traffic. The amount of access charge revenues that Frontier and the Spinco business receive (and, after the closing, the combined company will receive) for these services is regulated by the Federal Communications Commission, referred to as the FCC, and state regulatory agencies.