

**MASTER SERVICES AGREEMENT  
GENERAL TERMS AND CONDITIONS**

**THIS MASTER SERVICES AGREEMENT** ("Agreement") is entered into by and between Frontier Communications of America, Inc., on behalf of itself and the Frontier operating companies identified on Attachment 1 hereto (individually and collectively, "Frontier") and [REDACTED] ("Customer") (each individually, a "Party," and collectively, the "Parties") and, upon execution by both parties, shall be deemed effective as of March 30, 2011 ("Effective Date").

In consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be bound, hereby agree as follows:

**1 Composition of Agreement; Services to be Provided Under Agreement**

This Agreement is comprised of the General Terms and Conditions, the Attachments hereto, and the terms of Frontier's applicable tariffs (the "Tariffs"), which Tariff terms and conditions are hereby incorporated by reference. Frontier agrees to provide and Customer agrees to accept and pay for those services identified on Attachment 2 hereof (and in any Attachments for other services that the Parties agree to include as part of this Agreement after the Effective Date hereof), subject to the terms of this Agreement ("Services"). It is the intent of the Parties that, as of the Effective Date, all service arrangements existing as of the Effective Date and identified on Attachment 2 ("Existing Service Arrangements"), will be either replaced with new Attachments under this Agreement or migrated to this Agreement from the existing agreement covering such Existing Service Arrangements. The Services will be provided by the applicable Frontier operating telephone company(ies) set forth on Attachment 1 hereto in those service territories where such Services are or can be made available with reasonable effort, subject to Frontier's receipt of any necessary regulatory or other governmental approvals required to provide the Services under the terms hereof. In the event of a conflict between the General Terms and Conditions, the Attachments thereto, applicable Tariffs and/or any Existing Service Arrangement, the following order of precedence shall prevail (with "1" being the highest order of precedence): (1) the General Terms and Conditions; (2) the applicable Attachment hereto; (3) the applicable Tariffs; and (4) any Existing Service Arrangement.

The Services shall be provided within Frontier's tariffed in-franchise incumbent local exchange service areas under the terms hereof at the Customer locations identified on Attachment 3 hereto. Subject to availability of suitable facilities, other Customer locations may be added to this Agreement only upon written request or by similar electronic means (an amendment is not required) by Customer and provided that such locations are within Frontier's tariffed in-franchise incumbent local exchange services areas of the Frontier operating telephone companies identified herein.

**2 Rates and Charges**

Customer will pay the rates and charges (and satisfy all other requirements) set forth in this Agreement (including, without limitation, the rates and charges set forth in the Attachment 2 hereto), together with all applicable, taxes, fees, charges, and the like assessed pursuant to Applicable Law (as defined below), regulations, or Tariffs in connection with the Services. Such taxes, fees, charges, and/or the like are subject to change without notice to Customer.

### 3 Unenforceability of Provisions

Subject to Section 14.2 hereof, the invalidity or unenforceability of any provision of this Agreement or portion thereof does not affect the validity or enforceability of any other provision or portion. Subject to Section 14.2 hereof, if any provision or portion of this Agreement is deemed invalid or unenforceable for any reason, there shall be deemed to be made such minimum change in such provision or portion as is necessary to make it valid and enforceable as so modified in order to give effect to the intent of the Parties, provided, however, that if the making of such minimum change is not feasible or not practical under the circumstances, said provision or portion thereof shall be ineffective to the extent of such invalidity or unenforceability only, without affecting in any way the remaining parts of said provision or the remaining provisions of this Agreement.

### 4 Entire Agreement; Modifications in Writing

This Agreement constitutes the entire understanding and agreement between the Parties with respect to the Services, supersedes all prior or contemporaneous agreements, understandings, or representations (oral or written) relating thereto and merges all prior discussions between the Parties. No representations or warranties, express or implied, have been made or relied upon in the making of this Agreement other than those contained in this Agreement. No modification of this Agreement or subsequent agreement between the Parties concerning the Services shall be effective or binding unless it is made in writing and signed by an authorized representative of each Party.

### 5 Term and Termination

- 5.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect for a period of three (3) years ("Initial Term"). Thereafter, this Agreement may be renewed for successive one (1) year periods (each such period, an "Additional Term" and, together with the Initial Term, the "Term") upon mutual written agreement of the Parties. Additionally, Service-specific term commitments are set forth in the Attachments; any Service-specific term commitments that extend beyond the Term will continue after the end of the Term in accordance with the provisions of the applicable Attachments; and commitments made during the Term shall survive the Agreement. The terms of this Agreement will continue to apply to all Services with Service-specific term commitments that extend beyond the Term.
- 5.2 Certain of the rates and charges set forth in the Attachments of this Agreement may be established in consideration of and may be contingent upon Customer's agreement to purchase a minimum amount/volume of Services during each year/quarter/month of the Service-specific term set forth in the applicable Attachment. If Customer cancels or causes the termination of this Agreement or any Services provided hereunder prior to expiration of the applicable Service-specific term, Customer shall be required to promptly pay to Frontier termination and/or underutilization charges as set forth in the applicable Attachment or Tariff in addition to all other amounts already owed.
- 5.3 Frontier may terminate, suspend, or limit use of any Services provided under this Agreement without liability and with notice as required by Applicable Law to Customer for the following reasons: (a) the Services are being used in violation of any applicable federal, state, or local law, ordinance, or regulation; (b) the Services are being used in an unauthorized or fraudulent manner; (c) the use of the Services adversely affects Frontier's equipment or its service to others; (d) a court or other governmental authority having jurisdiction issues an order prohibiting Frontier from furnishing the Services to Customer; (e) Customer fails to pay any charges for Services provided by Frontier (except for charges that are subject to a bona fide dispute) within five (5) business days from receipt of notice from Frontier of Customer's

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failure to make timely payment; or (f) Customer fails to materially comply with any processes or procedures used by Frontier (e.g., processes associated with ordering, maintenance, and repair functions) to provide Services hereunder.

## **6 Applicable Law; Dispute Resolution; Construction**

- 6.1 The construction, interpretation, and performance of this Agreement shall be governed by the laws of the State of New York without regard to its conflicts of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws.
- 6.2 The Parties desire to resolve disputes, controversies and claims arising out of this Agreement without litigation. Accordingly, except in the case of (i) a dispute, controversy or claim relating to a breach or alleged breach of the provisions governing confidentiality; (ii) a suit, action or proceeding to compel a Party to comply with its obligations to indemnify the other Party pursuant to this Agreement; or (iii) a suit, action or proceeding to compel either Party to comply with the dispute resolution procedures set forth in this Section, or otherwise seeking injunctive relief, the Parties agree to use the following alternative dispute procedure as their sole recourse with respect to any dispute, controversy or claim arising out of or relating to this Agreement or its breach. The term "Dispute" means any dispute, controversy or claim to be resolved in accordance with these dispute resolution procedures, including but not limited to with regard to Disputed Amounts (defined in Section 9.4 below). At the written request of a Party, each Party shall appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any Dispute. These negotiations shall be conducted by non-lawyer, business representatives. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, shall be exempt from discovery and production, and shall not be admissible in any proceeding or lawsuit without the concurrence of both Parties. If the negotiations do not resolve the Dispute within thirty (30) business days of their commencement, then either Party shall be free to pursue all rights and remedies available at law and/or in equity.
- 6.3 Each Party and the Service(s) shall remain in compliance with all effective federal, state, and local laws, ordinances, government regulations, and government orders and codes (including procurement of required permits or certificates) applicable to each Party's performance of its obligations under this Agreement. Interstate services shall be subject to the jurisdiction of the applicable laws of the United States, including without limitation, the Communications Act of 1934, as amended by the Telecommunications Act of 1996, and as amended from time to time (the "Act"), orders, decrees, rules, and regulations of the Federal Communications Commission ("FCC"), and courts of competent jurisdiction. The foregoing shall be referred to collectively as "Applicable Law."
- 6.4 To the extent that any state statute, order, rule, or regulation or any regulatory agency having competent jurisdiction over one or both Parties to this Agreement requires that this Agreement or any subsequent amendment hereto be filed with or approved by such regulatory agency before this Agreement or any such amendment may be effective, this Agreement or any such amendment shall not be effective in such state until the first business day after such approval or filing shall have occurred.
- 6.5 Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects the notifying Party's ability to perform its obligations under this Agreement.

6.6 No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

## 7 Acceptable Use Policy (“AUP”)

- 7.1 Customer will comply with Frontier’s AUP as it relates to Customer’s use of Frontier’s Internet Services. Frontier may amend the AUP from time to time. If enforcement of any modification made by Frontier to the AUP affects Customer in a material and adverse manner, Customer may discontinue the affected Service without termination liability by providing Frontier with thirty (30) days written notice of discontinuance. Frontier may avoid service discontinuance if, within such thirty day period, Frontier agrees to amend this Agreement to eliminate the applicability to Customer of the relevant modified AUP provision.
- 7.2 Frontier may suspend Frontier Internet Service, effective upon ten (10) calendar days written notice to Customer of a material violation of the AUP by Customer which remains uncured at the end of the ten (10) day notice period. Frontier reserves the right to immediately suspend the Internet Service (a) in response to a court or government order or notice that the conduct must be stopped, or (b) if Frontier determines that (i) there is a reasonable likelihood that Customer’s violation may expose Frontier to sanctions or prosecution for failure to comply with Applicable Law, or (ii) Customer’s violation puts the integrity or normal operation or security of Frontier’s network at imminent risk, or may negatively impact Frontier’s ability to provide service to other customers.

## 8 Business Continuity

Frontier agrees to establish, maintain and implement a business continuity plan through which Frontier will be able to perform its obligations hereunder with minimal disruption or delay. Upon request, Frontier will provide Customer a non-proprietary summary of its business continuity, disaster recovery and back-up plan.

## 9 Invoices and Payment; Disputed Amounts

- 9.1 Frontier shall submit to Customer on a monthly basis a statement(s) of charges incurred by Customer under this Agreement in itemized form (“Invoice”). The Invoice shall be transmitted, at Frontier’s option, in paper form in accordance with Section 24 hereof or alternatively in a mutually agreed electronic format consistent with industry standards. Customer shall have the capability to receive the Invoice electronically. Under no circumstances shall Frontier be obligated to provide paper invoicing. All Invoices shall be transmitted to the location designated by Customer. Customer must notify Frontier of any change in the location to which such Invoices are to be transmitted within five (5) Business Days (as defined below) of such change in location. For purposes of this Agreement, “Business Day” shall mean each Monday through Friday, except for holidays observed by Frontier.
- 9.2 Invoices omitting this Agreement reference number if applicable, or that are incorrect, incomplete or list Services that were not requested or approved in writing by Customer will not be paid. The Relationship Manager for Customer will contact the Frontier Relationship Manager to address the situation informally prior to initiating the dispute resolution process under this Agreement.
- 9.3 Customer shall pay Frontier for all Services and applicable taxes invoiced in arrears in accordance with the terms of this Agreement, within sixty (60) calendar days of the date of receipt of a valid invoice by Customer (the “Due Date”). Customer reserves the right to pay

prior to the expiration of the sixty (60) day period. Charges due to Frontier that are not paid on or before the Due Date shall be subject to a late payment charge. The late payment charge shall be calculated utilizing a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed late payment charges) per month. No late payment charge shall apply to Disputed Amounts that are allowed by Frontier or to Disputed Amounts not owed to Frontier after resolution of the dispute in accordance with Section 6 above.

- 9.4 If any portion of an amount invoiced to Customer under this Agreement is subject to a bona fide dispute between the Parties, Customer shall give written notice to Frontier of such amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. Customer shall undertake a reasonable, good faith effort to review an Invoice received from Frontier under this Agreement within thirty (30) calendar days following the Due Date to determine whether there are any Disputed Amounts. Nothing contained herein will limit Customer's right to dispute amounts at any time following thirty (30) calendar days after the applicable Due Date, provided, however, that Frontier shall not be obligated to consider any Customer notice of billing discrepancies that is received by Frontier more than sixty (60) calendar days following the applicable Due Date of the invoice in question. Customer shall pay on or before the Due Date all amounts that are not subject to a bona fide dispute of which Customer has given written notice in accordance with the terms of this Section.
- 9.5 Invoices shall include and list all applicable sales, use, or excise taxes or other fees, charges or tax-like amounts that are an obligation of Customer as separate line items with appropriate identification. Customer will reimburse Frontier for all sales, use, excise or other taxes or charges levied by law, ordinance or tariff on amounts payable by Customer to Frontier pursuant to this Agreement or with respect to the Services; however, Customer shall not be responsible for remittance of such amounts to applicable authorities. If either Party is audited by a taxing authority or other governmental entity, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously
- 9.6 Customer shall not be responsible for any ad valorem, income, gross receipts, franchise, privilege, value added or occupational taxes of Frontier. Customer and Frontier shall each bear sole responsibility for all taxes, assessments and other real or personal property-related levies on its owned or leased real or personal property.
- 9.7 Frontier shall reasonably cooperate with Customer's efforts to identify taxable and nontaxable portions of amounts payable pursuant to this Agreement (including segregation of such portions on invoices) and to obtain refunds of taxes paid, where appropriate. Customer shall furnish Frontier with certificates or other evidence supporting applicable exemptions from sales, use or excise taxation. If Customer pays or reimburses Frontier under this Section, Frontier hereby assigns and transfers to Customer all of its right, title and interest in and to any refund for taxes or other amounts paid to which Customer is entitled.
- 9.8 Frontier shall keep and maintain complete and accurate accounting records in accordance with generally accepted accounting principles consistently applied to support and document all amounts invoiced to Customer hereunder. Upon request from Customer and within a reasonably prompt time after such request, Frontier shall provide to Customer (or an approved representative designated by Customer) access to such Records for the purpose of

auditing such records during normal business hours. Any such audit shall take place no more than two (2) times in any twelve (12) month period. Customer may not employ a representative to assist with such audit if such representative (or any of its affiliates) derives a substantial portion of its revenues from the provision of services that are substantially similar to those being provided under this Agreement. Such audit rights will be subject to Frontier's reasonable security and confidentiality requirements.

- 9.9 Although it is the intent of Frontier to submit timely Invoices, failure by Frontier to present Invoices to Customer in a timely manner shall not constitute a breach or default, however Frontier shall not be permitted to submit an Invoice for payment more than six (6) months after Services have been rendered or a charge has been incurred by Frontier.

## 10 Confidential Information

- 10.1 As used in this Section 10, "**Confidential Information**" means the following information that is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with, or anticipation of, this Agreement:
- 10.1.1 any forecasting information provided pursuant to this Agreement;
  - 10.1.2 information related to specific facilities or equipment;
  - 10.1.3 any information that is in written, graphic, electromagnetic, or other tangible form, and marked at the time of disclosure as "Confidential" or "Proprietary;"
  - 10.1.4 any information that, even if not marked as "Confidential" or "Proprietary," should reasonably have been understood by the Receiving Party, because of legends or other markings, the circumstances of disclosure, or the nature of the information itself, to be proprietary and confidential to the Disclosing Party, an affiliate of the Disclosing Party or to a third party;
  - 10.1.5 the terms and conditions of this Agreement, including, but not limited to, all attachments hereto and all documents referenced herein, (with respect to the items listed in this Section 10.1.5, each Party shall be deemed a Receiving Party for the purposes of this Section 10);
  - 10.1.6 invoices to Customer for Services provided hereunder;
  - 10.1.7 in the case of Customer, Associate Information, Customer Information and Consumer Information (each defined below) and

communications between the Parties regarding this Agreement or the Services to be provided hereunder (including, but not limited to, price quotes to Customer for any Services proposed to be provided or actually provided hereunder). Confidential Information may be disclosed in written or other tangible form (including, but not limited to, on magnetic media) or by oral, visual, or other means.

For purposes of this Agreement, the following terms shall have the meanings ascribed thereto:

"Associate Information" means any non-public information about a [REDACTED] Representative, whether in paper, electronic, or other form that is maintained by or on behalf of [REDACTED] for a business purpose.

"Consumer Information" means any record about an individual, whether in paper, electronic, or other form, that is a consumer report as such term is defined in the Fair Credit Reporting

Act (15 USC 1681 et seq.) or is derived from a consumer report and that is maintained or otherwise possessed by or on behalf of [REDACTED] for a business purpose. Consumer Information also means a compilation of such records. The term does not include any record that does not identify an individual.

“Customer Information” means any record containing information about a customer of [REDACTED], its usage of [REDACTED] services, or about such customer’s accounts, whether in paper, electronic, or other form that is maintained by or on behalf of [REDACTED] for a business purpose.

10.2 Except as otherwise provided in this Agreement, the Receiving Party shall:

10.2.1 use the Confidential Information received from the Disclosing Party only in performance of this Agreement; and

10.2.2 hold in confidence, and not directly or indirectly use or disclose to any party or entity, except as permitted herein, the Confidential Information received from the Disclosing Party using the same degree of care (but no less than commercially reasonable), as the Receiving Party uses to protect its own Confidential Information. The Receiving Party shall disclose Confidential Information only to any of the following who have a need to know and, in the case of independent contractors, are bound under a written agreement to protect the Confidential Information from unauthorized use and disclosure: (a) the Receiving Party’s affiliates; (b) the Receiving Party’s employees and independent contractors; and (c) the Receiving Party’s affiliates’ employees and independent contractors (the persons and entities described in (a), (b) and (c), collectively, “Receiving Party Representatives”). Any such disclosure shall be only to the extent necessary for the Receiving Party to carry out its obligations under this Agreement. The Receiving Party shall require its Receiving Party Representatives to comply with the provisions of this Section 10 to the same extent as the Receiving Party. The Receiving Party shall be liable for any breach of these confidentiality provisions by any of its Receiving Party Representatives.

10.3 The Receiving Party shall return or destroy all Confidential Information received from the Disclosing Party, including, but not limited to, any copies made by the Receiving Party, within thirty (30) days after a written request by the Disclosing Party is delivered to the Receiving Party, except for (a) Confidential Information that the Receiving Party reasonably requires to perform its obligations under this Agreement and (b) one copy for archival purposes only.

10.4 With the exception of Associate Information, Customer Information, Consumer Information and CPNI (defined below), the restrictions on use and disclosure of Confidential Information as set forth in this Section 10 shall not apply to information that:

10.4.1 was, at the time of receipt, already in the possession of or known to the Receiving Party free of any obligation of confidentiality and restriction on use;

10.4.2 is or becomes publicly available or known through no wrongful act of (a) the Receiving Party, (b) the Receiving Party’s affiliates, (c) the directors, officers, employees, agents or contractors of the Receiving Party or the Receiving Party’s affiliates, or (d) any person to whom any of the foregoing persons or entities disclosed the information;

- 10.4.3 is rightfully received from a third party having no direct or indirect obligation of confidentiality or restriction on use to the Disclosing Party with respect to such information;
- 10.4.4 is independently developed by the Receiving Party without reference to or use of any of the Disclosing Party's Confidential Information;
- 10.4.5 is approved for disclosure or use by written authorization of the Disclosing Party (including, but not limited to, in this Agreement); or
- 10.4.6 is required to be disclosed by the Receiving Party pursuant to Applicable Law; provided, however, that (i) the Receiving Party shall have made commercially reasonable efforts to give adequate notice of the requirement to the Disclosing Party in order to enable the Disclosing Party to seek protective arrangements and/or other appropriate remedies, (ii) the Receiving Party shall cooperate with the Disclosing Party in seeking such order or other remedy, (iii) if the Disclosing Party is not successful in precluding the disclosure of the Confidential Information, the Receiving Party will furnish only that portion of the Confidential Information that is legally required and will exercise reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.
- 10.5 Notwithstanding the provisions of Sections 10.1 through 10.4 above, the Receiving Party may use and disclose Confidential Information received from the Disclosing Party to the extent necessary to enforce the Receiving Party's rights under this Agreement. In making any such disclosure, the Receiving Party shall make reasonable efforts to preserve the confidentiality and restrict the use of the Confidential Information while it is in the possession of any person to whom it is disclosed, including, but not limited to, by requesting any court to whom the Confidential Information is disclosed to treat it as confidential and restrict its use to purposes related to the proceeding pending before it.
- 10.6 The Disclosing Party shall retain all of the Disclosing Party's right, title and interest in any Confidential Information disclosed by the Disclosing Party to the Receiving Party. Except as otherwise expressly provided in this Agreement, no license is granted by this Agreement with respect to any Confidential Information (including, but not limited to, under any patent, trademark or copyright), nor is any such license to be implied solely by virtue of the disclosure of Confidential Information.
- 10.7 The Parties acknowledge that Confidential Information is unique and valuable, and that disclosure in breach of any provision of this Section 10 may result in irreparable injury to the Disclosing Party for which monetary damages alone may not be an adequate remedy. Therefore, the Parties agree that in the event of a breach or threatened breach of any provision of this Section 10, the Disclosing Party shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any other appropriate relief that may be available.
- 10.8 The provisions of this Section 10 shall be in addition to, and not in derogation of, any confidentiality restrictions under Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by a Party of any right with regard to the use, or protection of the confidentiality of, CPNI (Customer Proprietary Network Information) provided by Applicable Law.
- 10.9 Frontier acknowledges that Customer is required to comply with the information security standards required by the Gramm-Leach-Bliley Act (15 U.S.C. 6801, 6805(b)(1)) and the



regulations issued thereunder (12 C.F.R. Part 40), the Fair and Accurate Credit Transactions Act (15 U.S.C. 1681, 1681w) and the regulations issued thereunder (12 C.F.R. Parts 30 and 41) and with other statutory, legal and regulatory requirements (collectively, "Privacy Laws"). If applicable, Frontier shall use commercially reasonable efforts to assist Customer to so comply and shall comply and conform with applicable Privacy Laws, as amended from time to time, and with the applicable Customer policies for information protection as modified by Customer from time to time and provided in writing to Frontier.

10.10 It is the understanding of the Parties that Frontier will not require access to any Customer or Consumer Information in order to perform under this Agreement. In the event that access to such information is required for Frontier to perform its obligations, the Parties shall negotiate in good faith to modify this Agreement, by including language that, among other things, allows the Bank to discharge its regulatory obligations to evaluate the manner in which Frontier protects such Customer and Consumer Information.

10.11 Each Party's obligations under this Section 10 shall survive expiration, cancellation, or termination of this Agreement.

## 11 Insurance

Frontier shall at its own expense secure and continuously maintain, and shall require its subcontractors, if any, to secure and continuously maintain, throughout the Term, the following insurance with companies qualified to do business in the jurisdiction in which the Services will be performed and rating A-VII or better in the current Best's Insurance Reports published by A. M. Best Company and shall, upon Customer's request, furnish to Customer certificates evidencing such insurance coverage. Customer shall be named as an "Additional Insured" on the coverages described in Sections 11.1.3, 11.1.4 and 11.1.5 below for the purpose of protecting Customer with respect to its vicarious liability arising out of the Services provided by Frontier and/or its subcontractors. The certificates shall provide that the policy or policies shall not be canceled or materially altered without at least thirty (30) calendar days prior written notice to Customer. Frontier and its subcontractors shall be solely responsible for any deductibles or self-insured retentions. The insurance coverages and limits required to be maintained by Frontier and its subcontractors shall be primary and non-contributory to insurance coverage, if any, maintained by Customer for covered claims arising out of Frontier's performance of its obligations hereunder.

### 11.1 Insurance Coverages

11.1.1 Worker's Compensation Insurance which shall comply with the requirements of all applicable state and federal laws.

11.1.2 Employers' Liability Insurance which limit shall be \$1,000,000 per accident for Bodily Injury and \$1,000,000 per employee/aggregate for disease.

11.1.3 Commercial General Liability Insurance with a combined single limit of liability of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, death, property damage and personal injury. This policy shall include products/completed operations coverage and shall also include contractual liability coverage.

11.1.4 Business Automobile Liability Insurance covering all owned, hired and non-owned vehicles and equipment used by Frontier with a combined single limit of liability of \$1,000,000 for injury and/or death and/or property damage.

11.1.5 Excess coverage with respect to Sections 11.1.3 and 11.1.4 above with a per occurrence limit of \$5,000,000. The limits of liability required in subsections 11.1.3 and 11.1.4 may be satisfied by a combination of those policies with an Umbrella/Excess Liability policy.

11.2 The failure of Customer to obtain certificates or other forms of insurance evidence from Frontier and its subcontractors is not a waiver by Customer of any requirements for the Frontier and its subcontractors to secure and continuously maintain the specified coverages. Frontier shall notify and shall advise its subcontractors to notify insurers of the coverages required hereunder. Customer's acceptance of certificates that in any respect do not comply with the requirements of this Section does not release Frontier and its subcontractors from compliance herewith.

## 12 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

## 13 Default; Service Level Agreement

13.1 Should any act or omission of a Party constitute a material breach of this Agreement, and the defaulting Party fail to cure such material breach within thirty (30) calendar days of receiving a written default notice from the injured Party or, in the case of the failure to pay any amount when due hereunder, five (5) Business Days, then without limiting any other rights and remedies to which it may be entitled at law or in equity, the injured Party may: (a) suspend the provision of any services it provides hereunder (including, where Customer is the defaulting Party, the provision of Services by Frontier); or (b) cancel this Agreement and terminate the provision of any services it provides hereunder (including, where Customer is the defaulting Party, the provision of Services by Frontier).

13.2 Services are "Non-conforming" when particular Services do not meet the Frontier service descriptions and requirements for the Services, as set forth herein and under Frontier's applicable tariffs. If the Services are Non-conforming through no fault of Customer, its employees, contractors or agents or due to non-scheduled maintenance, Customer may require Frontier to, at Frontier's expense, re-perform, repair or replace Non-conforming Services. If the Non-conforming condition for the affected Service meets the criteria for credits described in the Service Level Agreement set forth as Attachment 4 hereto (the "SLA"), Frontier will provide such credits to Customer, in accordance with the SLA.

## 14 Regulatory Requirements

14.1 Detariffing. If, during the Term of this Agreement, Frontier withdraws the Tariff provisions relating to services that are reasonably comparable to the Services, the effectiveness of this Agreement shall not be affected by such withdrawal, and the applicable terms of the Tariffs in effect immediately prior to such withdrawal shall, to the extent not inconsistent with the terms of this Agreement, continue to be deemed to be incorporated by reference into this Agreement and shall continue to apply to the provision of the Services to the same extent as such Tariff terms and conditions applied hereunder prior to such detariffing.

14.2 Legislative or Regulatory Change. In the event of a Regulatory Change, Frontier may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including but not limited to termination or avoidance of this Agreement or any portion hereof. To the extent feasible, Frontier shall provide to Customer fifteen (15) calendar days advance notice of such termination. "Regulatory Change" shall mean any legislative, regulatory, judicial, or other governmental decision, order, determination, complaint (whether formal or informal) or

action, a potential claim or challenge by a third party, or any change in Applicable Law that affects any term or condition set forth in this Agreement, or otherwise prohibits or interferes (or could potentially prohibit or interfere) with Frontier's ability to offer the Services, or prohibits or interferes (or could potentially prohibit or interfere) with Frontier's performance under this Agreement.

## 15 Force Majeure

Neither Party shall be liable for any failure to perform its obligations where such failure is as a result of acts of nature including, but not limited to, fire, flood, earthquake, storm, hurricane or other natural disaster, acts or omissions of carriers (excluding Frontier, its affiliates or its subcontractors unless such act or omission of Frontier, its affiliates or its subcontractors is itself the result of a force majeure event), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, or strike. Notwithstanding the foregoing, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement. Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

## 16 Warranties

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, FRONTIER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED OR TO BE PROVIDED UNDER THIS AGREEMENT. **FRONTIER SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OF THIRD-PARTY RIGHTS, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.**

## 17 Good Faith Performance

The Parties shall act in good faith in their performance of this Agreement. Except as otherwise expressly stated in this Agreement (including where consent, approval, agreement, or a similar action is stated to be within a Party's sole discretion), where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned, or delayed.

## 18 Headings

The headings used in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement.

## 19 Indemnity

19.1 Each Party shall indemnify, defend, and hold harmless the other Party and its representatives, successors and permitted assigns from and against any and all claims or legal actions of whatever kind or nature that are made by any third party and all related losses, expenses, damages, costs and liabilities, including reasonable attorneys' fees and expenses incurred in investigation, defense or settlement thereof (collectively, "Damages"), which arise out of or relate to any grossly negligent act or omission or willful misconduct by such Party, its

representatives or any subcontractor engaged by such Party in the performance of such Party's obligations under this Agreement.

## 20 Limitation of Liability

- 20.1 Neither Party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if such Party alleged to be liable has knowledge of the possibility of such damages, provided, however, that the limitations set forth in this Section shall not apply to or in any way limit the obligations associated with the Section entitled "Indemnity," or a breach of the Section entitled "Confidential Information".
- 20.2 **FRONTIER'S AGGREGATE LIABILITY HEREUNDER (IF ANY) SHALL IN NO EVENT EXCEED THE FEES AND CHARGES PAID BY CUSTOMER DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS PURSUANT TO THE ATTACHMENT GOVERNING THE SPECIFIC SERVICES TO WHICH A CLAIM RELATES.**

## 21 Intellectual Property

- 21.1 Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret, or any other intellectual property, now or hereafter owned, controlled or licensable by either Party. Except as expressly stated in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.
- 21.2 Except as may be stated in this Section 21, neither Party shall have any obligation to defend, indemnify, or hold harmless, acquire any license or right for the benefit of, or owe any other obligation or have any liability to the other Party or its affiliates or customers based on or arising from any third party claim alleging or asserting that the provision or use of any Services, facility, arrangement, or software by either Party under this Agreement, or the performance of any Services or method, either alone or in combination with the other Party, constitutes direct, vicarious, or contributory infringement or inducement to infringe, misuse, or misappropriate any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party shall offer to the other reasonable cooperation and assistance in the defense of any such claim.
- 21.3 Customer agrees that the Services provided by Frontier hereunder shall be subject to the terms, conditions, and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's Suppliers. Frontier agrees to advise Customer, directly or through a third party, of any such terms, conditions, or restrictions that may limit any Customer use of Services provided by Frontier that is otherwise permitted by this Agreement.
- 21.4 If any Services or materials provided to Customer by Frontier and required for Customer to use the Services (the "Service-Related Materials") become the subject of any third party claim that such Services or Service-Related Materials infringe any third party copyright or trademark, or misappropriate any trade secret of a third party (collectively, a "Third Party Infringement Claim"), or any third party claim that such Services or Service Related Materials infringe any third party patent ("Third Party Patent Claim"), Frontier may, at its sole option and expense: (a) procure for Customer the right to continue to use the Services or

Service-Related Materials; (b) replace the Services or Service-Related Materials (or components thereof) with substantially equivalent, non-infringing Services or Service-Related Materials (or components thereof), or modify the Services or Service-Related Materials (or components thereof) so that they become non-infringing; or (c) remove the infringing Service-Related Materials and/or terminate the Services or portions thereof and release Customer from any further obligation (including termination liability, but excluding the obligation to pay for Services actually rendered) with respect to such Services or Service-Related Materials.

- 21.5 If any Services or Service-Related Materials become the subject of any Third Party Infringement Claim, Frontier shall, at its sole expense (but subject to the terms of Section 20 hereof) assume the defense of such Claim and pay damages finally awarded against Customer by a court of competent jurisdiction, or amounts agreed to in writing by Frontier pursuant to a settlement of such Claim. For the avoidance of any doubt, Frontier's obligations in this Section 21.5 shall not apply to Third Party Patent Claims, for which Frontier's sole and exclusive obligations and liability shall be to reasonably cooperate and assist in the defense of any such claims against Customer as set forth in Section 21.2 hereof.
- 21.6 Notwithstanding anything to the contrary in Section 21.5, Frontier shall have no obligation to defend Customer for, or pay any damages or other amounts in connection with, any Third Party Infringement Claim or portion thereof that arises from: (a) any negligent or willful act or omission by or attributable to Customer or its agents, employees, or contractors; (b) the combination, use, or operation of any Services with any service or product provided by Customer or its agents, employees, or contractors or any third party; (c) any addition to or modification of the Services by Customer or its agents, employees, or contractors, any third party, or by Frontier at Customer's or its agents', employees', or contractors' direction; (d) use of other than the then current unaltered release of any software used in the Services provided Frontier has made such software available to Customer or its agents, employees, or contractors; (e) any service, equipment, system, product, process, method, or service of Customer or its agents, employees, or contractors that otherwise infringed any patent, copyright, trademark, service mark, trade secret, or similar intellectual property right asserted against Customer prior to the supply of the Frontier Services; (f) functionality provided by Frontier at the direction of Customer, its agents, employees, or contractors (including the provision of functionality in accordance with technical specifications provided by Customer); or (g) use or operation, by Customer, its agents, employees, or contractors of Services other than as specified in this Agreement. In the event that Frontier is subject to a Claim arising in whole or in part from any of the foregoing, Customer shall at its sole expense assume the defense of such Claim and pay damages finally awarded against Frontier by a court of competent jurisdiction, or amounts agreed to in writing by Customer pursuant to a settlement of such Claim.
- 21.7 FRONTIER'S OBLIGATIONS AS SET FORTH IN SECTION 21.5 SHALL BE FRONTIER'S SOLE AND EXCLUSIVE OBLIGATION AND LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE RIGHTS AND REMEDIES, WITH RESPECT TO THIRD PARTY INFRINGEMENT CLAIMS AND THIRD PARTY PATENT CLAIMS. FOR THE AVOIDANCE OF ANY DOUBT, ANY REMEDIES PROVIDED BY FRONTIER PURSUANT TO SECTION 21.4 (WHICH ARE AT FRONTIER'S SOLE DISCRETION) SHALL NOT IN ANY WAY EXPAND OR INCREASE FRONTIER'S OBLIGATIONS OR LIABILITY BEYOND THAT SET FORTH IN SECTIONS 20 AND 21.5 HEREOF.

## 22 Joint Work Product

This Agreement is the joint work product of the Parties, has been negotiated by the Parties, and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

## 23 Service Failures

- 23.1 As used in this Section 23, "Services Failure" means a failure to comply with a direction to install, restore, or terminate the Services under this Agreement, a failure to provide the Services under this Agreement, and failures, mistakes, omissions, interruptions, delays, errors, defects, or the like occurring in the course of the provision of any of the Services under this Agreement.
- 23.2 The Parties agree that the Attachments may contain certain service credits or other remuneration associated with Service Failures. Accordingly, Customer agrees that any credits or other remuneration provided in accordance with any Service Attachment attached hereto are reasonable and valid amounts to compensate Customer for all of its costs and expenses associated with Service Failures, and further Customer agrees not to contest the validity or reasonableness of such amounts or the application of such amounts in any forum.
- 23.3 Except as otherwise stated in a Service-specific commitment set forth in any Attachment hereto, the liability, if any, of Frontier, its affiliates, and the directors, officers, and employees of Frontier and its affiliates, to Customer, Customer's customers, and to any other Person for Claims arising out of a Services Failure shall not exceed an amount equal to the pro rata applicable monthly recurring charge for the Services that are subject to the Services Failure for the period in which such Services Failure occurs.

## 24 Notices

Any notice either Party may give the other concerning the subject matter of this Agreement shall be in writing and be given or made by means of U.S. certified or registered mail, express mail or other overnight delivery service, or hand delivery, proper postage or other charges paid and addressed or directed to the respective Parties as follows:

To Customer at:

For Notices:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
Attention: [REDACTED]  
Telephone: [REDACTED]  
E-Mail: [REDACTED]

For Invoices:

[REDACTED]  
[REDACTED]  
[REDACTED]

To Frontier at:

Frontier Communications of America, Inc.  
3 High Ridge Park  
Stamford, CT 06905

*[Handwritten signature]*

Attention: Jim Hintze  
Telephone: 203-614-4646  
E-mail: Jim.Hintze@ftr.com

with a copy to: Frontier Communications Corporation  
919 Lumber Street  
Myrtle Beach, SC 29577  
Attention: Laura McBride  
Telephone: 843/693-9810  
E-Mail: Laura.C.Mcbride@ncnetwork.net

or to such other address as either Party shall designate by proper notice.

A notice shall be deemed served or delivered to the addressee or its office when actually received at the address when hand delivered; on the day after being sent when sent by overnight delivery service; or three (3) calendar days after deposit in the mail when sent by U.S. mail.

## **25 Customer and Frontier-Provided Facilities or Equipment**

- 25.1 To the extent that Customer needs any additional facilities, equipment, or materials in order to use Frontier-provided Services hereunder, it shall be Customer's responsibility to procure such facilities, equipment, or materials from either Frontier, an affiliate of Frontier, a third party, or through self provisioning. Customer shall ensure that the facilities or equipment provided by Customer are properly interconnected with the Services, facilities, and equipment provided by Frontier. Frontier shall not be liable for any damages or losses caused by the failure of equipment, inside wire or other facilities provided by Customer, or a third party and if such facilities cause damage to Frontier, its customers, and/or its providers, Customer shall be liable therefor. Customer is also solely responsible for the selection, implementation, and maintenance of security features for protection against unauthorized or fraudulent use of Services, and Frontier shall have no liability therefor. Such additional facilities, equipment, or materials (even if the same are provided by Frontier or an affiliate of Frontier) are not subject to this Agreement. Any other work, services, or facilities ordered by Customer and provided by Frontier, including but not limited to special construction, will be provided subject to Frontier's applicable filed and effective tariff rates, terms, and conditions then in effect or, if applicable, under separate agreement between the Parties.
- 25.2 If requested by Frontier, Customer shall furnish or arrange to have furnished to Frontier, at no charge to Frontier, equipment space and electrical power required by Frontier to provide the Services at the points of termination of such Services. The selection of AC or DC power shall be mutually agreed to by Customer and Frontier. Customer shall also make necessary arrangements so that Frontier will have access to such spaces at reasonable times for installing, testing, repairing, or removing, as applicable, the Services.
- 25.3 The Services (including, without limitation, any and all facilities and the like used to provide the Services) shall be available to Frontier at times mutually agreed upon by the Parties to permit Frontier to make tests and adjustments appropriate for maintaining the Services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. Notwithstanding any other provision of this Agreement, no credit or other adjustments will be allowed for any interruptions during such tests and adjustments.

- 25.4 The Services shall be maintained by Frontier. No Person may rearrange, move, disconnect, remove, or attempt to repair any facilities provided by Frontier, except with the prior written consent of Frontier.
- 25.5 Facilities utilized by Frontier to provide the Services shall remain the property of Frontier. Such facilities shall be returned to Frontier by Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear will permit.

## **26 Publicity and Use of Trademarks or Service Marks**

Unless otherwise agreed to by the Parties in writing, neither Party shall use the logos, trade marks, trade names, service marks, or any variations thereof of the other Party or its affiliates in any of its promotional material, advertising, or otherwise.

## **27 Relationship of the Parties**

- 27.1 The relationship of the Parties under this Agreement shall be that of independent contractors, and nothing herein shall be construed as creating any other relationship between the Parties.
- 27.2 Nothing contained in this Agreement shall make either Party the employee of the other, create a partnership, joint venture, or other similar relationship between the Parties, or grant to either Party a franchise, distributorship, or similar interest.
- 27.3 Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create, or incur any liability or any obligation of any kind, express or implied, against, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by such other Party in its sole discretion.
- 27.4 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, agents, and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its employees, agents, and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees.
- 27.5 Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of such other Party's business.
- 27.6 The relationship of the Parties under this Agreement is a non-exclusive relationship.

## **28 Successors and Assigns**

This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns. Frontier may assign this Agreement or any of its rights or obligations hereunder to an affiliate or successor upon written notice to Customer. Customer may, upon providing prior written notice to Frontier, assign this Agreement and all of its rights and obligations hereunder to an affiliate or successor, provided that such assignment shall not be effective if either Customer or such affiliate (or successor) does not satisfy Frontier's creditworthiness standards, or if either Customer or such affiliate (or successor) is in default under any contractual or tariff obligations to Frontier. Any attempted transfer or assignment of this Agreement (or any part thereof) by one Party to any other third party without prior written consent is null and void.



## **29 Survival**

The rights, liabilities, and obligations of a Party for acts or omissions occurring prior to the expiration, cancellation, or termination of this Agreement, the rights, liabilities, and obligations of a Party under any provision of this Agreement regarding confidential information, indemnification or defense, or limitation or exclusion of liability, and the rights, liabilities, and obligations of a Party under any provision of this Agreement that by their terms or nature are intended to continue beyond or to be performed after the expiration, cancellation, or termination of this Agreement, shall survive the expiration, cancellation, or termination of this Agreement.

## **30 Third Party Beneficiaries**

Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties, their successors, and their permitted assigns, and nothing herein shall create or be construed to provide any third parties (including customers or contractors of a Party) with any rights (including any third-party beneficiary rights) hereunder. Except as expressly set forth in this Agreement, a Party shall have no liability under this Agreement to the customers of the other Party or to any other third party.

## **31 Waiver**

A failure or delay of either Party to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options. Any waiver must be written and signed by the Parties. A consent to waiver of or excuse for a breach or default by either Party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

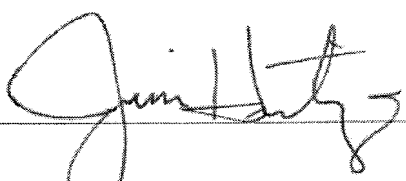
**[Signature Page Follows]**

AGREED AND ACCEPTED

[Redacted]

Frontier Communications of America, Inc., on behalf of  
itself and the Frontier Operating Companies identified in  
Attachment I

By: [Redacted]

By: 

Printed: [Redacted]

Printed: JIM HINTZE

Title: [Redacted]

Title: SENIOR VICE PRESIDENT

Date: 3-30-11

Date: 3-24-11

**Attachment 1**

**Frontier Operating Companies**

**[See Attached]**

State	Legal Entity Company Name	Exch Qty	State OCN	COSA
AL	Frontier Communications of Alabama, LLC	10	0306	RTMA
AL	Frontier Communications of Lamar County, LLC	2	0301	N/A
AL	Frontier Communications of the South, LLC (overall OCN 0318)	7	4464	RTSA
		<b>19</b>	<b>3</b>	<b>2</b>
AZ	Citizens Utilities Rural Company, Inc. dba Frontier Telecommunications	13	2172	CURA
AZ	Citizens Telecommunications Company of the White Mountains, Inc. - East	14	4426	CTWM
AZ	Navajo Communications Company, Inc. - AZ (overall OCN 2275)	24	4449	CTNA
		<b>51</b>	<b>3</b>	<b>3</b>
CA	Citizens Telecommunications Company of California, Inc. - North	10	2308	CUCA
	Citizens Telecommunications Company of California, Inc. - Central	24		
CA	Citizens Telecommunications Company of the Golden State - <b>Needles CO</b>	1	3402	CTCA
	Citizens Telecommunications Company of the Golden State	8		
CA	Citizens Telecommunications Company of Tuolumne dba Frontier Telecom	2	2342	CTTU
	Citizens Telecommunications Company of Tuolumne - <b>Tuolumne CO only</b>	1		
CA	Global Valley Networks, Inc. dba Frontier Communications Global Valley	4	2315	CTGV
		<b>50</b>	<b>4</b>	<b>3</b>
FL	Frontier Communications of the South, LLC (overall OCN 0318)	2	4465	RTSF
		<b>2</b>	<b>1</b>	<b>1</b>
GA	Frontier Communications of Fairmount, LLC	2	0362	RTGA
GA	Frontier Communications of Georgia, LLC	3	0387	N/A
		<b>5</b>	<b>2</b>	<b>1</b>
IA	Frontier Communications of Iowa, LLC	36	1127	VITC
		<b>36</b>	<b>1</b>	<b>1</b>
ID	Citizens Telecommunications Company of Idaho dba Frontier Telecomm	18	4427	CTID
		<b>18</b>	<b>1</b>	<b>1</b>
IL	Citizens Telecommunications Company of Illinois dba Frontier Telecomm	109	1183	CTIL
IL	Frontier Communications of Depue, Inc. dba Frontier Telecommunications	1	0998	N/A
IL	Frontier Communications of Illinois, Inc. dba Frontier Telecommunications	7	1038	RTIT
IL	Frontier Communications of Lakeside, Inc. dba Frontier Telecommunications	2	1011	RTLI
IL	Frontier Communications - Midland, Inc. dba Frontier Telecommunications	11	1055	RTMT
IL	Frontier Communications of Mt. Pulaski, Inc. dba Frontier Telecomm	3	1061	RTMP
IL	Frontier Communications of Orion, Inc. dba Frontier Telecommunications	2	1067	RTIL
IL	Frontier Communications - Prairie, Inc. dba Frontier Telecommunications	2	1073	RTPT
IL	Frontier Communications - Schuyler, Inc. dba Frontier Telecommunications	1	1079	RTSI
		<b>138</b>	<b>9</b>	<b>8</b>
IN	Frontier Communications of Indiana LLC	1	0750	N/A
IN	Frontier Communications of Thorntown LLC	2	0828	RTTT
		<b>3</b>	<b>2</b>	<b>1</b>
MI	Frontier Communications of Michigan, Inc (overall OCN 0682)	14	4417	RTCM
		<b>14</b>	<b>1</b>	<b>1</b>
MN	Citizens Telecommunications Company of Minnesota, LLC - Lakes	106	1123	CTMN
	Citizens Telecommunications Company of Minnesota, LLC - South	8	1123	CTSO
MN	Frontier Communications of Minnesota, Inc.	45	1367	VITC
		<b>159</b>	<b>2</b>	<b>3</b>
MS	Frontier Communications of Mississippi LLC	4	0460	N/A
		<b>4</b>	<b>1</b>	<b>0</b>
MT	Citizens Telecommunications Company of Montana dba Frontier Telecomm	3	4322	CTMT
		<b>3</b>	<b>1</b>	<b>1</b>
NE	Citizens Telecommunications Company of Nebraska dba Frontier Telecomm	37	1128	CTFK
		<b>37</b>	<b>1</b>	<b>1</b>
NM	Navajo Communications Company, Inc. - NM dba Frontier Telecom (overall OCN 2275)	12	4450	CTFK
		<b>12</b>	<b>1</b>	<b>1</b>
NV	Citizens Telecommunications Company of Nevada dba Frontier Telecomm		2354	CTNV
	Citizens Telecommunications Company of Nevada - North	7		CTNN
	Citizens Telecommunications Company of Nevada - South	4		CTNS
		<b>11</b>	<b>1</b>	<b>3</b>
NY	Citizens Telecommunications Company of New York, Inc.		0096	CTNY
	Citizens Telecommunications Company of New York, Inc. - Upstate	40		CTUP
	Citizens Telecommunications Company of New York, Inc. - Red Hook	18		CTRH
	Citizens Telecommunications Company of New York, Inc. - W.Counties	68		CTWC
NY	Ogden Telephone Company dba Frontier Telecommunications	3	0110	CTOG
NY	Frontier Communications of AuSable Valley, Inc. - NY North	4	0072	RTAV
NY	Frontier Communications of New York, Inc. - NY South Monroe	10	0100	RTHT
NY	Frontier Telephone of Rochester, Inc. - NY Rochester	46	0121	RTNY
NY	Frontier Communications of Seneca, Cayuga, Inc. - NY West & Central	4	0122	RTSC

State	Legal Entity Company Name	Exch Qty	State OCN	COSA
TN	Citizens Telecommunications of the Volunteer State, LLC dba Frontier Telecomm	5	0577	CTVS
		19	2	2
UT	Citizens Telecommunications Company of Utah dba Frontier Telecomm	24	4429	CTUT
		24	1	1
UT	Navajo Communications Company, Inc. - UT dba Frontier Telecom (overall OCN 2275)	3	4451	CTNU
		3	1	1
VA	Frontier Communications of Virginia, Inc	1	127G	N/A
WI	Rhinelanders Telecommunications, LLC - Crandon dba Frontier Telecomm	2	0870	CTCR
	Rhinelanders Telecommunications, LLC - Headwaters dba Frontier Telecomm	4		CTHW
	Rhinelanders Telecommunications, LLC - Rhinelanders dba Frontier Telecomm	2		CTRH
	Rhinelanders Telecommunications, LLC - Rib Lake dba Frontier Telecomm	1		CTRL
		9	1	4
WI	Frontier Communications of Mondovi, LLC	1	0912	RTMW
	Frontier Communications - St. Croix, LLC	2	0944	N/A
	Frontier Communications of Viroqua, LLC	10	0967	N/A
	Frontier Communications of Wisconsin, LLC	1	0964	RTUW
		14	4	2
WV	Citizens Telecommunications of West Virginia dba Frontier Telecomm		0270	CTWV
	Citizens Telecommunications of West Virginia - St. Mary's (Rural)	28		CTCW
	Citizens Telecommunications of West Virginia - Bluefield (Urban)	29		CTGW
	Citizens Telecommunications of West Virginia - Mountain State	19		CTMW
WV	Frontier West Virginia, Inc - LERG OCN 9214, NECA OCN 5050	142	5050	CWWV
		76	2	4
	<b>TOTAL ILEC COMPANIES</b>	<b>1,007</b>	<b>59</b>	<b>63</b>
State	Legal Entity Company Name	Exch Qty	State OCN	COSA
	<b>NCP AOCN - 0772</b>			
AZ	Frontier Communications of the Southwest, Inc	6	4419	COAZ
CA	Frontier West Coast, Inc	6	2344	GNCA
CA	Frontier Communications of the Southwest, Inc	6	863F	FVCA
ID	Frontier Communications Northwest, Inc	33	4321	GTID
IL	Frontier Communications of the Carolinas, Inc	43	1000	GLIL
IL	Frontier North, Inc	297	1015	GTIL
IL	Frontier Communications of the Carolinas, Inc (should be Frontier North Inc.)	75	1036	COIL
IN	Frontier North, Inc	143	0772	GTIN
IN	Frontier Midstates, Inc (shoud be Frontier North Inc.)	77	0779	COIN
IN	Frontier North, Inc (should be Frontier Midstates Inc.)	8	0831	GLIN
MI	Frontier Midstates, Inc	26	0681	GLMI
MI	Frontier North, Inc	183	0695	GTMI
NC	Frontier Communications of the Carolinas, Inc	16	4334	GTNC
NC	Frontier Communications of the Carolinas, Inc	27	0509	CONC
NV	Frontier Communications of the Southwest, Inc	10	4421	CONV
OH	Frontier North, Inc	257	0615	GTOH
OR	Frontier Communications Northwest, Inc	59	4323	GTOR
SC	Frontier Communications of the Carolinas, Inc	5	0526	COSC
SC	Frontier Communications of the Carolinas, Inc	35	4335	GTSC
WA	Frontier Communications Northwest, Inc	79	4324	GTWA
WA	Frontier Communications Northwest, Inc	31	4423	COWA
WI	Frontier North, Inc	117	0886	GTWI
		<b>1,539</b>	<b>22</b>	
State	Legal Entity Company Name	Exch Qty	State OCN	COSA
	<b>CLEC AOCN 2473</b>			
AL	Frontier Communications of America, Inc - CLEC		039E	N/A
AZ	Frontier Communications of America, Inc - CLEC		096F	N/A
AZ	Citizens Mohave Cellular Company - CLEC (Kingman)	1	6831	N/A
CA	Frontier Communications of America, Inc - CLEC	1	006E	N/A
FL	Frontier Communications of America, Inc - CLEC		2476	N/A
GA	Frontier Communications of America, Inc - CLEC		253E	N/A
IA	Frontier Communications of America, Inc - CLEC		198E	N/A
ID	Frontier Communications of America, Inc - CLEC		294E	N/A
IL	Frontier Communications of America, Inc - CLEC		807E	N/A
IN	Frontier Communications of America, Inc - CLEC		474E	N/A
MI	Frontier Communications of America, Inc - CLEC		475E	N/A
MN	Frontier Communications of America, Inc - CLEC	1	2474	N/A

**Attachment 2**

**Existing Service Arrangements and New Services Being Ordered as of the Effective Date  
[See Attached]**

**[ This Schedule #1 is applicable to this Frontier Services Agreement. ]**

**BUSINESS TRANSPORT SCHEDULE**

**This is Pricing Schedule # 1** to the Frontier Services Agreement dated \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_ and Frontier. This Schedule is dated \_\_\_\_\_, 20\_\_\_\_. Customer orders and Frontier agrees to provide the Services listed below initialed by Customer.

**Location of Services ordered:**

please see attached list of PRI locations with addresses and BTNs

\$389.00 per PRI plus SLC and all other appropriate taxes and surcharges as applicable by jurisdiction

(Include a separate schedule for each service location if more than three)

Product	Rate / MRC	# Lines/Circuits/ Channels	Install Charge	Minimum Term	Total
T-1 PRI PRI	\$389	121	\$0	1 year	\$47069
Fractional T-1	\$		\$		\$
T-1	\$		\$		\$
DDS	\$		\$		\$
DS3	\$		\$		\$
OC3	\$		\$		\$
Other:	\$		\$		\$
Other:	\$		\$		\$
		<b>Total Install Charge</b>	\$0	<b>Total MRC</b>	\$47069
<b>***Included in the base rate are:</b>				<b>Grand Total</b>	\$

Inside wire work, if required, is extra.

If Customer terminates or cancels a Service after completion of installation but prior to completion of the minimum term commitment or Frontier terminates the Service or this Agreement pursuant to Sections 5.3(b), (e) or (f), Customer shall immediately pay Frontier a cancellation charge equal to the monthly recurring charges for the terminated or canceled Service, plus the following associated surcharges for such Service: subscriber line charges, primary interexchange carrier charges, and universal service fund charges, multiplied by the number of months remaining in the applicable minimum term commitment. Unless otherwise stated in the Schedule, partial months shall be prorated so that Customer's total payment of recurring charges (plus applicable surcharges) before and after termination or cancellation equals the monthly recurring charges (plus applicable surcharges) for the Service multiplied by the total number of months in the minimum term commitment. Unless otherwise stated in the Schedule, any minimum term commitment begins on the effective billing date for the applicable Service. Notwithstanding anything herein to the contrary, no termination charges shall be applicable unless and until the total number of PRI lines maintained by Customer is less than 115, at which time termination charges shall be applied as if Customer is required to maintain 121 lines.

It is agreed that Frontier's damages in the event of early termination will be difficult or impossible to ascertain. These provisions are intended, therefore, to establish liquidated damages in the event of termination and are not intended as a penalty.



## **Attachment 3**

### **Customer Locations**

**[See Attached]**



# REDACTED

**Attachment 4**

**Service Level Agreement (SLA)**

**[See Attached]**

**SERVICE LEVEL AGREEMENTS ("SLAs")  
APPLICABLE FOR PRI AND OTHER VOICE LINES OF  
SERVICE THAT ARE PROVIDED PURSUANT TO ICB AUTHORITY**

PERFORMANCE REQUIREMENTS MEASUREMENTS

All service levels and remedies set forth herein, shall override any existing agreements and performance remedies set forth in the Agreement.

**1. Business Requirement SLAs**

- 1.1 Frontier will provide a dedicated technical service manager who will be available to address major and/or chronic service problems 24 X 7 (hours x days) via a provided toll free number and mutually agreed escalation procedures.
- 1.2 Frontier will provide a dedicated business relationship manager who will be available to address major and/or chronic service problems 24 X 7 (hours x days). The business relationship manager will be available for all scheduled and ad-hoc meetings as well as conference calls as needed.
- 1.3 Frontier will provide a unique electronic email box to submit service requests and business inquiries. A toll free number to escalate identified issues will also be provided.
- 1.4 All Frontier representatives assigned will be fully informed and accountable for all [REDACTED] account activities and capable of addressing any enterprise, operational, billing and/or administrative issue that may arise.
- 1.5 All Frontier representatives will be qualified to handle and capable of fulfilling their respective portion of the Agreement requirements. Frontier will furnish resumes of key management personnel to [REDACTED] account representatives upon request.
- 1.6 Frontier shall update [REDACTED] when Services are being affected by a major, chronic and catastrophic service problem. Service interruptions will be immediately escalated to the management level. Service recovery procedures must be in place to re-instate normal or apply reasonable operating procedures, to the extent practicable, within 24 hours of any event/disaster (natural or homeland security related).
- 1.7 Frontier will provide [REDACTED] 120 days notice prior to new, or end of life services to ensure technology lifecycle management strategy is managed appropriately and in a timely manner.

**2. Procedural Expectations**

- 2.1 Frontier shall develop a Customer Service Guide/Plan with the collaboration of [REDACTED] stakeholders that will detail standard processes/procedures and tools used in the [REDACTED] environment. This will be a living document and as changes occur will be updated by Frontier and [REDACTED] together. This guide will include the following procedures:
  - a) Invoice and Payment Reconciliation Procedures
  - b) Fee Schedules by service type for Expedite and Time & Material Charges (use attached pricing matrix - Ancillary worksheet to respond)

- c) Procurement / Order Processing
- d) Project Management (applicable to this and/or any project)
- e) Problem Management
- f) Escalation procedures for all services to include Financial, Procurement, Problem and General Account Management
- g) Frontier field maintenance/customer notification (e.g., grooming)

**3. Service Level Agreements / Standards**

Performance requirements / Service Level Agreements (SLAs) are established to ensure management and monitoring of Frontier performance/expectations. The [REDACTED]/Frontier Customer Service Guide for processes and provisions will include language supporting SLAs agreed upon below. Table 1 below defines SLA measurement goals and remedies to be enforced during the Term of the Agreement.

- 3.1 Frontier shall be accountable for management and performance of 3rd party subcontractors, if any, used to perform services under this Agreement and such services shall be subject to the performance standards set forth herein.
- 3.2 Maximum Monthly Credit. The maximum total credit for the aggregate of the service levels stipulated in the SLAs in any calendar month for any Services shall not exceed 100% of the Monthly Recurring Charge ("MRC") during the calendar month in question for the affected lines of Service. Any Interruptions or failures caused solely by 1) defects or failures in [REDACTED] equipment, 2) the actions of [REDACTED] a personnel or third parties not under Frontier's control that directly lead to the failure of Services, or 3) a *Force Majeure* event, will not be subject to credits as described in the SLAs.
- 3.3 Scheduled Maintenance. Failures in service attributable solely to Frontier scheduled maintenance shall be exempt from service levels described herein. Frontier shall provide written notice of any such scheduled maintenance to [REDACTED] at least seven (7) calendar days in advance of the commencement of such maintenance.

Note: Formula criteria = Actual calendar days to ensure consistency. All SLAs below will be measured monthly, unless a special request has been made

**TABLE 1**

CATEGORY	SERVICE LEVEL EXPECTATION	MEASUREMENT FORMULA	PERFORMANCE GOAL	PROPOSED REMEDY
Project Participation	Frontier shall support [REDACTED] project utilizing project specific milestone criteria as mutually agreed. It will be the responsibility of Frontier to ensure project milestones are being met. Goal: 98% on time / on budget where participatory.	# Milestones met on mutually agreed schedule / total # milestones within the control of Frontier.	98%	2% of one time project management charge, if quoted, for each day milestone is not completed. (None quoted under this agreement, therefore N/A at this time.)



	Changes in project scope, budget and timeline will be communicated 100% of the time. Source of change and approval will be required.	# Changes within the control of Frontier communicated / # changes within the control of Frontier	100%	No Remedy see above requirements
Delivery	All procurement requests will be delivered as mutually agreed upon per order utilizing product delivery intervals. <b>Goal:</b> 98% on time delivery for all products/ services under this contract.	Per Incident with Mutually Agreed upon Due Date and Order Confirmation	98%	Waive associated install charge on any specific order Due Date Missed
	Frontier will warrant all delivered services for no less than 90 days per service.	Per Incident	100%	Frontier will Repair or Replace with prompt resolution at no additional costs to [REDACTED]
	Frontier will acknowledge all service work orders within 48 hours of order receipt to include request for additional information needed to complete order.	# of accurate and complete orders acknowledged within 48 hours / # of accurate and complete orders placed	100%	No Remedy
	Orders will be proactively planned/ managed to avoid expediting charges. <b>Goal:</b> <1% per service and total monthly orders	# expedites / total # orders by service	<1%	Expedite Fees may apply to [REDACTED]
Support / Problem Resolution	TTR (Time to restore) during Severity 1 condition = 4 hours to restore service	PRI and Voice Lines	4 hrs	25% of MRC waived for affected lines not restored within 4 hrs during Severity 1; 100% of MRC waived for affected lines not restored within 24 hrs during Severity 1
	MTTR (Mean Time to Repair) by service (Voice/PRL) = <4 hours monthly average	Sum total time/total number tickets.	<4 hrs	0.5% of MRC for Service Category in that State

	Frontier field maintenance changes (SCM) will be managed and communicated to avoid impact to [REDACTED] production environment.	Per Incident	100%	No Remedy, other than MTTR provision above if applicable
Performance	Availability = aggregate measurement of all circuits by service (Voice/PRI) = 99.999% availability per service.	Sum of Total Hours of Circuit Downtime for all Circuits for Month Aggregate Network Availability = Number of Circuits x 24 hours x number of Days in Month	99.999%	0.5% of MRC for Service Category in that State

#### NOTES TO TABLE 1

- The above service level provisions will apply to all service lines provided under this agreement, which consist of the following two categories of intrastate Service, namely, (i) ISDN-PRI lines ("PRI"), and (ii) Centrex, Intellipath, Custoflex, and other voice lines of Service provided hereunder ("Voice" lines), that are provided under this Agreement pursuant to Frontier's authority to apply individual case basis pricing and other terms that vary from applicable tariffs.
- The above service level provisions will not apply to the extent that a failure to meet any requirement is caused by Force Majeure, or by Customer or Customer's employees or equipment, third parties, or causes beyond Frontier's control, or by scheduled maintenance or upgrades, or in States excluded as set forth in Frontier's proposal.
- Measurements will be based on trouble tickets and will be on a "stop clock" or adjusted duration time basis (i.e., the measurement clock is stopped when Customer testing is occurring, when Frontier is awaiting Customer acceptance, during scheduled maintenance or upgrades, or when Frontier is denied access to premises or facilities necessary to diagnose, repair or test). Requests or claims for the service level credits or remedies listed above shall be made within sixty days after the month in which the performance goal was not satisfied.
- All measurements will be performed by Frontier in accordance with its then standard practices for Customer. Performance measurement will reflect an average for all Service provided in that Service category in all jurisdictions covered by this Agreement. Measurement for ISDN-PRI may include ISDN-PRI Services and other data services that are currently included in Frontier's method of measurement of Customer's services. If the required goal is not met as measured across all jurisdictions, then credits described above will be provided only on the affected units of Services in the State(s) where such Service category failed to meet the applicable Performance Standard.

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**NOTE:** Chronic issue is defined as a line of Service that, during three successive 30-day periods, suffers three separate service outages/troubles during each such 30-day period. Frontier shall proactively monitor chronic trouble reports and proactively advise [REDACTED] its plan of action. Frontier shall respond to such issues resolving them within a 30-day period to [REDACTED] reasonable satisfaction. These will be monitored on a per incident basis. Frontier will resolve chronic situations to [REDACTED]'s reasonable satisfaction. If such chronic issue continues after such 90 day period, [REDACTED] may terminate the affected line of Service with no termination liability.

**4. SUPPORT LEVELS**

Support levels are assigned to each location at [REDACTED]. In determining the Support Level designation per site, [REDACTED] considered the criticality of business, and the hours of operation. Mean Time to Repair (MTTR) is determined by on site response requirements and severity levels and is defined as the time to completely resolve a problem from the time it is assigned a severity level.

**Support Level Coverage Periods**

SERVICE EXPECTATION	
Level 1	24 X 7X 365: Frontier twenty-four (24) hours a day by seven (7) days a week. Mean Time to Repair is 4 hours with parts on site.
Level 2	12 X 7 X 365: Frontier twelve (12) hours a day by seven (7) days a week. 7 AM to 7 PM. Mean Time to Repair is 8 hours.
Level 3	8 X 5: Eight (8) hours a day by five (5) days a week. Mean Time to Repair is 12 hours.

**5. SEVERITY LEVELS**

Each operational problem is assigned a Severity Level. These severity levels are independent of support levels and are consistent across all sites. Specific Severity Levels have been defined by [REDACTED] and are listed below:

Frontier is responsible for assigning resources, tracking, resolving and reporting problem management based on the designated severity levels. Note that the fix criterion is dependent on the severity of the problem.

**Response Time Requirements**

Severity	Definition	Estimated Initial Response Time
1	System is down or effectively unusable as a result of the problem. Problem causes mission-critical impact on the Company's operation with no acceptable workaround or functionality used to perform tasks considered to be essential to Company operations	Within 30 minutes
2	System is up and running, but the problem cause significant impact and have no acceptable workaround. High impact problem where operation is proceeding, but in a significantly impaired fashion or functionality used to perform tasks considered to be important but not primary to immediate business operations.	Within 2 hours
3	System is up and running and the problem causes only limited or insignificant impact. Important to long-term productivity, but is not causing an immediate work stoppage.	Within 4 hours

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## Severity Levels

Severity	Definition	Fix Criteria
One (1)	Highest level of severity indicating the most critical of problems. A problem is classified as a severity # 1 when either an entire department's ability to perform mission critical business functions is in jeopardy or unavailable	Continuous 7 x 24 effort until circumvented or resolved. Time To Repair – 4 hours from receipt of problem report
Two (2)	A high-level of severity indicating serious problems and/or degrading conditions without immediate impact. A problem is classified as a severity #2 when a department or individual's ability to perform mission critical functions is in jeopardy or unavailable but a work around is or can be established within a reasonable time. This also includes a failure in the primary environment of a high availability that puts a function or application at risk of complete failure.	Time To Repair - Eight (8) hours
Three (3)	A medium level of severity indicating a problem exists impacting the business but circumvention allows department functions to continue indefinitely. A problem is classified as a severity #3 when a department or individual's ability to perform job functions may be impacted or inconvenienced but can continue business as normal operations.	Twelve (12) hours