



This Agreement is effective on the date of final signature between the parties (the "Effective Date") and is made by and between Frontier Communications of America, Inc. on behalf of the incumbent local exchange carrier and service affiliates which provide services to the customer service addresses identified in the Schedules attached hereto (referred to herein as "Frontier"), and () (referred to herein as "Customer").

1. Provision of Services and Equipment

a. Frontier will provide and the Customer agrees to purchase communications services, maintenance and installation services (collectively "Services"), and lease or purchase equipment ("Equipment"), as further described in this Agreement and/or in the Schedules issued by Frontier and executed by Customer. Each Schedule is incorporated herein by reference and made a part hereof.

b. Customer acknowledges that certain Services may be regulated and governed by tariff or price schedule filed with the Federal Communications Commission and/or the state public utilities commission. In the event of any inconsistencies between this Agreement and an applicable tariff, the tariff shall control except with respect to pricing, termination charges or cancellation charges for which this Agreement shall control.

c. Frontier will provide, maintain and repair the Frontier owned facilities and equipment used to provide the Services, up to and including the point at which the facilities and equipment are made available for interconnection to Customer's premises equipment or inside wiring. In accordance with Customer's security policies, Customer shall provide Frontier reasonable access to Customer's premises during normal business hours for the purpose of installing, inspecting, testing, rearranging, repairing or removing any Service and/or Equipment, including obtaining approvals, permits or licenses from third parties as necessary. Also in accordance with its security policies, Customer will provide all reasonable information and authorizations required by Frontier solely for the purpose of installing Services and/or Equipment, performing routine network grooming, maintenance, upgrades, and addressing emergencies, including but not limited to design layout records of any Customer or third party network elements to be connected to the Services (such information to be protected by the confidentiality obligations of Section 7, if applicable) and Letters of Agency allowing Frontier to act on the Customer's behalf related to the Services and auxiliary third party services. Customer will cooperate in good faith and follow through with any coordination efforts reasonably required in a timely manner.

d. Only authorized agents and representatives of Frontier may perform maintenance work on Frontier-provided facilities or Equipment. Any repair, alteration, configuration or servicing of Frontier's facilities or Equipment by Customer or third parties without the written consent of Frontier is a default of this Agreement and cause for termination at Frontier's option.

e. If Frontier is unable to commence performance of its scheduled maintenance obligations hereunder due to circumstances within Customer's control, any related costs incurred by Frontier, including but not limited to travel at normal rate and overtime labor rate expenses, will be reimbursed by Customer, provided Frontier has notified Customer before incurring such costs. Customer will reimburse Frontier for all costs incurred for maintenance and repair if: (i) the Equipment is altered, maintained or repaired by any party other than Frontier, without Frontier's prior written consent, (ii) the malfunction is the result of mishandling, abuse, misuse, improper operation, improper storage, or improper installation by anyone other than Frontier (including use in conjunction with equipment electrically or mechanically incompatible); and (iii) if the problem originated from a source unrelated to the Equipment or Services.

f. Customer will provide (i) suitable building facilities (including but not limited to space, circuitry, power, backup power, and surge protectors) for the installation, operation, and maintenance of the Equipment in accordance with manufacturer's documentation and Frontier's installation standards, more fully described in the applicable

Schedule; and (ii) a well-lighted and safe working area that complies with all local safety standards and regulations.

g. The Services may be connected with the services or facilities of other carriers. Frontier may, when authorized by Customer and agreed to by Frontier, act as Customer's agent for ordering facilities provided by other carriers to allow such connection of Customer's locations to Frontier's network or to the network of an underlying carrier or service.

h. Customer is responsible for all charges billed by other carriers. Frontier shall not be responsible for the installation, operation, repair or maintenance or performance of equipment, facilities, software or service not provided directly by Frontier. Customer is responsible to provide equipment compatible with the Service and Frontier's network and facilities, and any wiring required to extend a communications termination and/or demarcation at the Customer premises. Customer will provide suitable building facilities for the provision of Services in accordance with local codes, including but not limited to ducting, conduit, structural borings, etc. for cable and conductors in floors, ceilings and walls; electrical service with suitable terminals and power surge protection devices; and metallic grounds with sufficient slack in the equipment room, installed in conformity with the National Electrical Code and local codes, and Frontier's installation standards. With respect to each Customer-designated location, Customer is responsible for taking all steps necessary to interconnect the Service at such location.

i. Customer is solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of the Services and related Equipment. Customer is solely responsible for ensuring that all of Customer's data files are adequately duplicated and documented at all times. Frontier and its contractors are not responsible or liable for data loss for any reason.

j. Frontier will manage its network in Frontier's sole discretion, and reserves the right to substitute, change or rearrange any Equipment or facilities used in delivering Services. Frontier agrees to use reasonable commercial efforts to ensure Services provided to Customer are not negatively affected by any such modifications. In addition, Frontier will use reasonable commercial efforts to provide three calendar days' notice prior to any scheduled maintenance, planned enhancements or upgrades, which may result in a temporary degradation or disruption in Service. Frontier's standard maintenance window is currently midnight-6:00am pacific time, and Frontier shall make reasonable commercial efforts to prevent service impacts outside of the current maintenance window from exceeding one (1) hour. Frontier reserves the right to suspend Service for emergency maintenance to Frontier's network without notice to Customer. Customer shall designate a primary contact for receipt of such notice.

k. Frontier's provision and Customer's use of the Service and Equipment will comply and conform with all applicable federal, state and local laws, administrative and regulatory requirements and any other authorities having jurisdiction over the subject matter of this Agreement and Customer will be responsible for applying for, obtaining and maintaining all registrations and certifications which may be required by such authorities with respect to such use.

l. Customer and its employees, contractors, and agents shall be the only permitted end-user of the Services and Equipment. Customer shall not resell or bundle the Services or equipment, nor permit any third party to access the Services or Equipment in exchange for compensation of any kind.



2. Term

The term of this Agreement shall commence as of the last date signed by the parties (the **Effective Date**) and shall continue for a period of 3 years, and any **Extended Service Term** (as defined below) with respect to any Service or lease of Equipment pursuant to this Agreement. Customer shall purchase the Services and lease or purchase the Equipment identified in each Schedule, for the period of time stated in the Schedule if applicable (the **"Service Term"**). Unless otherwise stated in the Schedule, the Service Term and billing for the individual Services, will begin upon the earlier of (i) Customer's use of the applicable Service(s) or (ii) five (5) days following Frontier's installation of such Service(s) and, to the extent applicable, Customer's acceptance of Service, and such date is deemed the commencement of the applicable Service Term. If neither party provides the other with written notice of its intent to terminate at least sixty (60) days prior to expiration, the Service Term shall automatically renew for additional one-month periods (each an **"Extended Service Term"**) for up to twelve (12) consecutive months, subject to the terms and conditions of this Agreement and at the same rates set forth in the applicable Service Schedule.

3. Payment

a. Customer shall pay all undisputed charges set forth in the attached Schedules including applicable tariffs during the Service Term or any **Extended Service Term**. Frontier will invoice Customer monthly for all monthly recurring charges ("MRC") and usage based charges. In addition, the first invoice(s) may include non-recurring charges ("NRC"), as applicable and specified in the Schedule(s).

b. In addition to the applicable charges set forth in the tariffs and Schedules, Customer shall pay any and all federal, state or local sales, use, privilege, gross receipts, utility, value added, excise or other taxes (exclusive of taxes based on the net income of Frontier or its affiliates), or any charges in lieu thereof, and any applicable surcharges or fees, including but not limited to Primary Interexchange Carrier Charge ("PICC"), Federal Pre-Subscribed Line Charge ("FEPS"), Carrier Cost Recovery Surcharge, E-911, Universal Service and Local Number Portability surcharges related to the Services, in the amounts applicable at the time of billing.

c. All undisputed payments shall be due within thirty (30) days of the invoice receipt and late payments shall be subject to a late payment fee of the lesser of one and one-half percent (1.5%) per month or the maximum allowed by law. The late payment fee referred to above will be in addition to and not in lieu of any other remedies Frontier may have hereunder or under the law as a result of Customer's failure to pay. In the event Customer disputes any invoiced amount, Customer will pay all charges not disputed, and notify Frontier of the dispute in writing, providing an explanation of the basis for the dispute. If Frontier does not receive notice of a payment dispute by Customer within 12 months after the date of an invoice, such invoice will be final and not subject to further challenge. For the purpose of computing partial month charges, a month will consist of thirty (30) calendar days. Frontier agrees to refrain from suspending service during billing disputes (including implementing pending orders, accepting new orders, etc.) and both parties agree to work in good faith to resolve all billing disputes.

4. Cancellation and Early Termination Charges

a. If Customer cancels any Schedule, in whole or in part, prior to installation or delivery, Customer shall pay a cancellation charge equal to one month of the applicable MRC, plus the total costs and expenditures of Frontier in connection with such Schedule, for which Frontier will provide documentation to Customer.

b. Following installation, Customer may terminate a Schedule, in whole or in part, by providing at least thirty (30) days' prior written notice to Frontier. If Customer terminates a Schedule, in whole or in part, for reasons other than Frontier's breach as specified in 8.b (in which case no early termination charges shall apply), or Frontier terminates any Schedule, in whole or in part, pursuant to Section 8.a.

hereof then, unless otherwise specifically provided in the applicable Schedule, Customer shall immediately pay Frontier a cancellation charge equal to all unpaid amounts applicable to the terminated portion of the Schedule through the date of termination, plus the monthly recurring charges and all related taxes and surcharges multiplied by the number of months remaining in the applicable minimum term commitment, if any. Partial months shall be prorated.

Early termination charges will not be assessed under the following circumstances:

- i. Customer moves existing Service to a new location within the same address and/or same building (inside move) or to a new location (outside move) and maintains that Service for the remainder of the Service Term, however, move charges may apply;
- ii. Customer attempts to move existing Service to a new location within Frontier's service area, but the Service is unavailable;
- iii. Customer changes to another Frontier service or upgrades service to a higher speed or capacity Frontier service under a term commitment equal to or greater than the remaining Service Term of the applicable Schedule.
- iv. Subject to Customer's payment of any unrecovered installation and / or implementation costs incurred by Frontier in provisioning Service, Customer eliminates a Service location or moves Services to a PSE-owned network.

c. It is agreed that Frontier's damages in the event of early termination will be difficult or impossible to ascertain. The charges identified in this Section 4 are intended, therefore, to establish liquidated damages in the event of termination and are not intended as a penalty.

5. Limitation of Liability and Warranty Provisions

a. Excluding either party's liabilities for personal bodily injury or death, physical damage to tangible property, or either party's obligations in Sections 6 and 7, the liability of a party and its affiliates related to this Agreement shall in no event exceed the limitations of liability set forth in the applicable tariffs or regulatory rule or order, or, if there is no applicable tariff provision, rule or order, the total amount paid for the applicable Service, Maintenance Service or Equipment during the prior 12 months. In cases of a Service Outage, the resulting service credit issued to Customer shall be limited to 1/720 of the monthly recurring charge for each hour of the Service Outage. A **"Service Outage"** is an interruption in Service caused by a failure of Frontier's equipment or facilities, excluding degradation or disruption due to scheduled maintenance that meets the obligations defined in Section 1(j) or a Force Majeure event (as defined in Section 9). Notwithstanding the above, Frontier will not be liable to Customer for interruptions in Services caused by failure of hardware other than the Equipment or software, failure of third parties' communications services, power outages, or Force Majeure events.

In addition, there will be no credits, reductions or set-offs against charges for Services, or for downtime of Services, except as expressly set forth in the Agreement or any Service Schedule.

b. **IN NO EVENT WILL FRONTIER OR ITS AFFILIATES BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, OR FOR ANY OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. FRONTIER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS, COST, CLAIM OR EXPENSE EXPERIENCED OR INCURRED BY CUSTOMER OR THIRD PARTIES RESULTING FROM THE USE OF THE SERVICES OR EQUIPMENT PROVIDED HEREUNDER, INCLUDING, FRAUD BY THIRD PARTIES.**

c. Frontier warrants that in accordance with best industry standards: (i) its Equipment and facilities will be maintained in good working order, and (ii) the Services will be provided in a professional,



timely and competent manner by personnel appropriately qualified and trained to perform such Services. In the event of a breach of the foregoing Equipment and facilities warranty, Frontier will promptly correct any defect of the Equipment and/or facilities reported by Customer or other Frontier customers, or discovered by Frontier. In the event a breach of the foregoing Services warranty, Frontier shall, at its sole cost and expense, promptly re-perform or re-provide such Services.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO ITS FACILITIES, TRANSMISSION EQUIPMENT, DATA AND SERVICES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION.

d. 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 Frontier. Customer agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of Frontier's Services and/or the Equipment provided under this Agreement will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right.

e. No action, regardless of form, arising out of this Agreement or the Schedules may be brought more than two (2) years after the cause of action has arisen. The parties hereby waive the right to invoke any different limitation on the bringing of actions provided under state law.

6. Indemnification

Customer shall indemnify, defend and hold Frontier and its affiliates, and their respective directors, officers, employees, successors, assigns and agents, harmless from and against any and all claims, loss, damage, cost or expense (including reasonable attorneys' fees) to the extent arising out of or relating to any claim, action or proceeding brought by any third party for: (i) Customer's breach of this Agreement; (ii) bodily injury including illness or death, and damage, loss or destruction of any real or tangible personal property, which third party claims arise out of or relate to Customer's negligence or willful misconduct in the performance of its obligations under this Agreement; (iii) use of Equipment or Services by third parties, including Customer employees, contractors or agents; or (iv) any infringement or misappropriation of any patent, copyright, trademark, trade secret or other proprietary right arising from Customer's or any other person's use of the Equipment or Services or content from the Customer's location using the Equipment or Service.

Frontier shall indemnify, defend and hold Customer and its affiliates, and their respective directors, officers, employees, successors, assigns and agents, harmless from and against any and all claims, loss, damage, cost or expense (including reasonable attorneys' fees) to the extent arising out of or relating to any claim, action or proceeding brought by any third party for: bodily injury or death, and damage, loss or destruction of any real or tangible personal property, which third party claims arise out of or relate to Frontier's negligence or willful misconduct in the performance of its obligations under this Agreement. The obligations under this Section 6 are independent of any other obligation under this Agreement.

7. Confidentiality

a. Both parties agree that all terms and conditions set forth in this Agreement shall be considered confidential, and that details of the terms of this Agreement, shall not be disclosed to third parties, other than affiliates, employees, agents or contractors who have a need to know such information in the scope of their employment or

engagement, without the prior written consent of the other party, unless required by law.

b. Customer and Frontier may disclose to each other information that is confidential in nature. In order to receive confidential treatment, all such information (hereafter "Information") shall be either (i) clearly marked as confidential if written, or clearly identified as confidential if oral or (ii) reasonably understood by the recipient, based on the nature of the Information or the circumstances of disclosure, to be confidential or proprietary to the discloser. Except as required by law or regulation, Customer and Frontier agree not to disclose any Information to any third party and to keep Information in a secure place available only to employees, affiliates, contractors or agents who are subject to obligations of confidentiality no less restrictive than those set forth herein, and who need to know the Information for purposes of the business dealing between Customer and Frontier, and to use Information only in connection with such business dealings. This Section is enforceable by injunction.

c. Information will lose its confidential status if obtained legitimately from a third party without restriction or upon the expiration of six (6) years from delivery of each item of Information. Further, non-disclosure obligations shall not apply for information which i) was rightfully in receiver's possession or known to it prior to receipt of the Information from the disclosing party; (ii) is or has become public knowledge through no fault of the receiving party; or (iii) is independently developed by employees of the receiving party who had no access to such information. Information shall remain the property of the disclosing party and shall be returned to such party on request or upon termination of the business dealing between Customer and Frontier.

d. Intentionally left blank.

8. Default

a. Breach by Customer: If Customer fails to make any undisputed payment when due and such failure continues for fifteen (15) days after Customer's receipt of written notice, then Frontier shall have the right to suspend the specific Service that is the subject of the non-payment until payment is made or to terminate this Agreement or the Service Schedule under which the applicable Services are provided, in whole or in part. If Customer fails to comply with any other material term or condition of this Agreement or any Schedule, and such failure continues for thirty (30) days after Customer's receipt of written notice, then Frontier shall have the right to suspend the specific Service that is the subject of the dispute until the default is remedied or to terminate this Agreement or the Service Schedule which is the subject of the dispute, in whole or in part. Notwithstanding the above, in the following circumstances Frontier may immediately suspend Services and, after (i) giving notice to Customer with an opportunity to respond appropriate to the circumstances and (ii) Customer's failure to respond, Frontier may terminate any or all Services, remove Equipment from Customer's premises and immediately repossess Equipment:

- 1) In the event of unauthorized, unlawful or improper use or abuse of the facilities, Equipment, or Service, or
- 2) If, in the sole judgment of Frontier, Customer's use of the facilities, Equipment, or Service has or will have an adverse effect on the business of Frontier or the efficiency of Frontier's personnel, network, property or service; or
- 3) A court or other governmental authority having jurisdiction issues an order prohibiting Frontier from furnishing the Equipment or Services to Customer.

In addition, Frontier shall have the right to take immediate action, including termination of the Schedule and severing of the connection to its network without notice to Customer when injury or damage to Frontier personnel, network, property or service is occurring, or is likely to occur.



b. **Breach by Frontier:** If Frontier has not remedied any breach within thirty (30) days after Frontier's receipt of written notice from Customer of such breach, including without limitation Frontier's failure to meet or exceed the service level commitments, if any, set forth in an applicable Service Schedule, Customer may terminate the Service which is the subject of such breach without liability. In addition to any service credits that may be due, this is Customer's exclusive remedy for a breach by Frontier.

9. Force Majeure

In no event will either party or its affiliates be liable for any delay in performance directly or indirectly caused by events due to a "Force Majeure" event, as that term is defined by applicable law. This Agreement shall remain in full force and effect but save as otherwise provided herein, both parties' obligations (including without limitation payment obligations) shall be suspended without liability for a period equal to the circumstance of the Force Majeure event provided that (i) the non performing party give the other party prompt notice describing the circumstances of the Force Majeure event including the nature of the occurrence and its expected duration, and where reasonably practicable continues to furnish regular reports during the period of the Force Majeure event; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure event; (iii) the non performing party uses all reasonable efforts to remedy its inability to perform and mitigate the impact on the non performing party of the Force Majeure event. Notwithstanding the immediately foregoing, if Frontier's performance is prevented or delayed for more than ten (10) days due to a Force Majeure event, then Customer may terminate this Agreement without liability upon delivery of five (5) days' written notice to Frontier.

10. Assignment

This Agreement may not be assigned by either party without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed, except that either party may assign this Agreement to any successor to the business by merger, consolidation or sale of assets or to any corporation controlling, controlled by or under common control. Frontier may subcontract portions of the work to be performed hereunder, but shall remain fully liable to Customer for the workmanlike performance thereof.

11. Work Site Conditions

a. If asbestos, or material containing asbestos, or any other hazardous or toxic materials are discovered during work pursuant to this Agreement, Frontier will suspend its work for a reasonable period of time to permit Customer to engage a qualified firm to remove and dispose of the asbestos or other toxic or hazardous materials from the site. Such suspension may result in an equitable adjustment to the charges pursuant to the related Schedule based on any increase in costs incurred by Frontier.

b. Customer agrees to release, indemnify, defend and hold harmless Frontier from and against any damages, losses, claims, demands or lawsuits arising out of or relating to the presence, removal or disposal of asbestos or any other hazardous or toxic material from the premises.

12. Title and Risk of Loss

a. Risk of loss or damage for Equipment and facilities provided pursuant to this Agreement and/or used by Frontier to provide the Services shall pass to Customer at time of delivery to Customer.

b. Unless expressly sold to Customer, any Equipment installed at Customer's premises in connection with the Services remains the personal property of Frontier or Frontier's assignee, notwithstanding that it may be or become attached to or embedded in realty, and upon termination of this Agreement or any applicable Service or Equipment lease, such Equipment shall be returned to Frontier in the same condition as installed, normal wear and tear excepted. Customer will not tamper with, remove or conceal any Frontier identifying plates, tags

or labels. In the event of Customer's failure to comply with this Section, Customer will be billed for and pay to Frontier an amount equal to the retail value of such Equipment.

c. Customer will reimburse Frontier for any loss of, or damage to, any Frontier facilities or Equipment in or on Customer's premises or property resulting from theft, willful injury, or any other cause whatsoever, other than any loss or damage resulting from either a Force Majeure event or the negligence or willful misconduct of Frontier or its agents.

13. Competition

Customer recognizes the availability of competitive alternatives for receiving the services and Equipment provided under this Agreement either now or in the future, and has freely elected to enter into this Agreement in order to receive the benefits it offers.

14. Government Regulation

To the extent that any Service(s) provided hereunder are subject to the jurisdiction of the Federal Communications Commission ("FCC") or any state public utilities commission or other regulatory agency, this Agreement shall at all times be subject to changes, modifications, orders and rulings by the FCC and/or state public utilities commission or other regulatory agency. Frontier reserves the right to suspend, modify or terminate any Service without liability to either party where any statute, regulation and/or ruling, including modifications thereto, by any regulatory agency (including the FCC), legislative body or court of competent jurisdiction, (i) prohibits, restricts or otherwise prevents Frontier from furnishing such Service, or (ii) has a material negative impact on Frontier's performance hereunder or the benefits provided by this Agreement. If provision of any Service pursuant to this Agreement is subject to advance approval of the FCC and/or any state public utilities commission, this Agreement and / or the applicable Service Schedule, as appropriate, shall not become effective with respect to such Service until after receipt by Frontier of written notice of such approval.

15. Governing Law

This Agreement shall be governed by and construed according to the laws of the State of Washington.

16. No Waiver

If either party fails, at any time, to enforce any right or remedy available to it under this Agreement, that failure shall not be construed to be a waiver of the right or remedy with respect to any other breach or failure by the other party.

17. Severability

A declaration by any court, or other binding legal source, that any provision of this Agreement or any Schedule is illegal and void, will not affect the legality and enforceability of any other provisions of this Agreement, unless the provisions are mutually dependent.

18. Notice

All notices provided pursuant to this Agreement will be in writing and delivered by registered or certified US Mail, postage prepaid, or by commercial overnight delivery service, or by facsimile, and shall be deemed delivered either on the date of return receipt acknowledgment (in the case of certified US Mail), or on the next day after the sending of the notice if sent overnight mail, to the address of the party designated to receive such notice. As to Customer, notice shall be made to:

and



FRONTIER SERVICES AGREEMENT

Frontier Confidential

dispute, then the parties may seek resolution by exercising any rights or remedies available to either party at law or in equity. Customer and Frontier agree that we each may bring claims against the other only in an individual capacity and not as a plaintiff or class member in any purported class, representative, or private attorney general proceeding.

19. Independent Contractor Relationship

Each party understands and agrees that it and its personnel are not employees of the other party, and that each party is an independent contractor hereunder for all purposes and at all times.

20. Dispute Resolution

Except as otherwise specifically provided in or permitted by this Agreement, all disputes, differences of opinion or controversies arising in connection with this Agreement shall first be resolved through good faith negotiation to arrive at an agreeable resolution. If, after negotiating in good faith for a period of ninety (90) calendar days, or any agreed further period, the parties are unable to resolve the

21. Entire Agreement.

This Agreement, together with any applicable Schedule, constitutes the entire agreement between the parties pertaining to the subject matter herein and supersedes all prior oral and written proposals, correspondence and memoranda with respect thereto. This Agreement may not be modified, amended or supplemented except by written agreement signed by an authorized representative of each party. Notwithstanding anything otherwise stated, a Customer purchase order document (whether signed by one or both parties) shall be construed solely as evidence of Customer's internal business processes, and the terms and conditions contained thereon shall be void and of no effect or application toward this Agreement between the parties.

<p>Frontier Communications of America, Inc.:</p> <p>Signature: <u>[Signature]</u></p> <p>Printed Name: <u>Richard A Klema</u></p> <p>Title: <u>SVP/GM</u></p> <p>Date: <u>June 20, 2013</u></p> <p>Contractual Notice:</p> <p>Frontier Communications 180 S. Clinton Avenue, 7th Floor Rochester, NY 14646-0700 Attn: Associate General Counsel</p>	<p>CUSTOMER:</p> <p>Signature: <u>[Signature]</u></p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Date: <u>6/19/13</u></p> <p>Contractual Notice: <u>See Section 18</u></p> <p>Attn: _____</p> <p>Maintenance Notifications: _____</p> <p>Billing Contact: <u>Same as above</u></p>
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BUSINESS LOCAL & LD SERVICES SCHEDULE

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This is Schedule Number 1 to the Frontier Services Agreement dated June 19, 2013 ("FSA") by and between ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Service Location:

Street Address: Please see the attached four(4) Location Lists.
 City, State, Zip:

Schedule Date:
 Service Term:

June 19, 2013
 36 Months

Local Service	Quantity	NRC	MRC	Total (Qty)(NRC)+(MRCxTerm)
Business Lines	58	\$0	\$25	\$52,200
Centrex		\$	\$	\$
DIDs	510	\$0	\$0.1270	\$2,331.72
ISDN PRI	12	\$0	\$300	\$129,600
ISDN BRI		\$	\$	\$
Digital Channel Service (DCS)		\$	\$	\$
Local Measured Service (LMS) Plan		\$	\$	\$
Foreign Exchange Service (FXS)		\$	\$	\$
PBX Trunks - Analog	43	\$0	\$33	\$51,084
Features:		\$	\$	\$
Other: 4-wire unconditioned 3002-20 circuit line powered loopback at location B unconditioned. Location A (RJ2DX), Location B (RJ14)	131	\$0	\$45	\$212,220
Subtotal:		\$0	\$12,428.77	\$447,435.72

Long Distance Service	Quantity	Rate	MRC	Total (Qty)(MRCxTerm)
One Plus - Intrastate		\$	\$	\$
One Plus - Interstate		\$	\$	\$
Toll Free - Intrastate		\$	\$	\$
Toll Free - Interstate		\$	\$	\$
IntraLATA		\$	\$	\$
International		\$	\$	\$
Dedicated - OnePlus		\$	\$	\$
Dedicated - Toll Free		\$	\$	\$
EAS/EMS		\$	\$	\$
Audio Conferencing		\$	\$	\$
Other:		\$	\$	\$
Other:		\$	\$	\$
Subtotal:		\$	\$	\$

Standard Domestic Block Of Time Plans:	Overage Rate	Minutes / MRC	Total (MRC x Term)
1+ outbound for T1 / PRI / Centrex / B1s	\$0.06/min.	0 min. @ \$0/mo.	\$
Toll Free for T1 / PRI / Centrex / B1s	\$0.06/min.	0 min. @ \$0/mo.	\$
Alternate Domestic Block Of Time Plans:	Overage Rate	Minutes / MRC	Total (MRC x Term)
1+ outbound for T1 / PRI / Centrex / B1s	\$0.04/min.	0 min. @ \$0/mo.	\$
Toll Free for T1 / PRI / Centrex / B1s	\$0.05/min.	0 min @ \$0/mo.	\$
<i>(subject to overage rate, as applicable)</i> Subtotal:			\$

Estimated Total Contract Value (subject to usage and surcharges):	\$447,435.72
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This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.	
Frontier's Signature: 	Customer's Signature:
Printed Name: Richard A. Kleener	Printed Name:
Title: SVP/6M	Title: Samir Bulger
Date: 6/20/13	Date: 6/19/13

Location List #1

- Local Exchange Service Locations

QUANTITY	DESCRIPTION
1	Bus Line
1	Bus Line
1	Bus Line
1	Bus Line
6	Bus Line
1	Bus Line
1	Bus Line
1	Bus Line
2	Bus Line
1	Bus Line
1	Bus Line
1	Bus Line
1	Bus Line
1	Bus Line
1	Bus Line
1	Bus Line
1	Bus Line
2	Bus Line
1	Bus Line
1	Bus Line
1	Bus Line
1	Bus Line
1	Bus Line
1	Bus Line
1	Bus Line
3	Bus Line
8	Bus Line
1	Bus Line
1	Bus Line
1	Bus Line
4	Bus Line
1	Bus Line
4	Flat Business Line
2	Key Line Flat Rate
58	
100	DIDs
400	DIDs
10	DIDs
510	
6	Trunk
4	Trunk
7	Trunk
4	Trunk
8	Trunk
4	DID Trunk
6	DID Trunk
4	DID Trunk
43	

REDACTED

X EA

Location List #2

F - ISDN PRI Locations

Item Quantity:

REDACTED

2
4
2
2
1
1

Total PRIs 12

XEL

Location List #3

Multipoint_SCADA Locations: 4-wire unconditioned 3002-20 circuit line powered loopback at location B unconditioned. Location A (RJ2DX), Location B (RJ14)

ORIGINATING
ADDRESS

Site's CIRCUIT Address

REDACTED

4

Location List #4

REDACTED



BUSINESS HIGH SPEED INTERNET SCHEDULE

Frontier Confidential

This is Schedule Number 2 to the Frontier Services Agreement dated June 19, 2013 ("FSA") by and between Inc. ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Primary Service Location:

Street Address:
City, State, Zip: ...052

Schedule Date: June 19, 2013
Service Term: 36 Months

A detailed description of the Services, by location, is provided in Attachment 1 to this Schedule, incorporated herein by this reference.

Table with 5 columns: Service, Quantity, NRC, MRC, Total (NRC + MRC x Term). Rows include Business Class High Speed Internet*, Modem for Dynamic IP, Managed Router, Other, and Grand Total (\$10,797.84).

*Inside wire work, if required, is extra. A \$9.99 processing fee will apply upon disconnection of HSI Service.

High-Speed Internet: See Attachment 1. Actual speeds may vary, depending on location, equipment and Internet traffic.

IP Address: (Select one with High-Speed Internet) [] Static IP address / [] Dynamic IP Address

SUPPLEMENTAL TERMS AND CONDITIONS

1. Obligations of Customer

Customer shall properly use any equipment or software, and all pass codes, personal identification numbers ("PINs") or other access capability obtained from Frontier or an affiliate or vendor of Frontier and shall surrender the equipment and software in good working order to Frontier at a place specified by Frontier and terminate all use of any access capability upon termination or expiration of this Schedule.

2. Equipment or Software Not Provided by Frontier

- A. Upon notice from Frontier that the facilities, services, equipment or software not provided or approved by Frontier is causing or is likely to cause hazard, interference or service obstruction, Customer shall immediately eliminate the likelihood of hazard, interference or service obstruction.
B. Frontier reserves the right to approve/reject the make, model and or software of the Customer-provided router and modem to be used as the gateway to the Frontier network.
C. Frontier and Customer will cooperatively establish the initial configuration for the Customer-provided router's interface with the Frontier network.
D. Customer shall permit Frontier to access the router's SNMP variables, and Customer shall, at Frontier's request, permit one or more Frontier network management systems to be the recipient of SNMP TRAP messages.
E. Frontier may, from time to time, procure Services or facilities from an affiliate of Frontier, and in doing so, may act as an agent and not a principal for the affiliated entity with respect to the procurement and provision of the Service or facility.


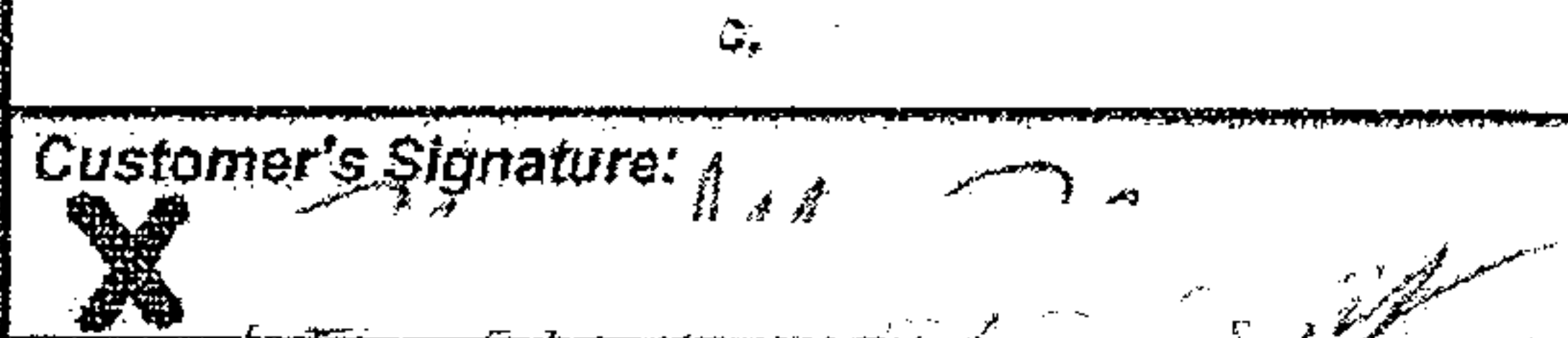
3. Termination After Installation: Notwithstanding Section 4 of the FSA, if Customer's Business Class High Speed Internet Service is terminated prior to the end of the minimum term, Customer shall pay a termination charge equal to a minimum of One Hundred Fifty Dollars (\$150.00).



4. Internet Acceptable Use Policy and Security

- A. Customer shall comply, and shall cause all Service users to comply, with Frontier's Acceptable Use Policy ("AUP"), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change: http://www.frontier.com/policies/commercial_aup/
- B. Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Failure to comply with the AUP is grounds for immediate suspension or termination of Frontier Internet Service, notwithstanding any notice requirement provisions of the FSA.
- C. Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer's systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer's accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer's or third parties' usage of Frontier Internet access through Customer's hardware or software.

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.	
Frontier's Signature: 	Customer's Signature: 
Printed Name: Richard A Klener	Printed Name: Senior Buyer
Title: SVP/Gen	Title: Senior Buyer
Date: 6/20/13	Date: 6/19/13



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ATTACHMENT 1

SERVICE DESCRIPTION BY LOCATION

Service Location	Service Address (street, city, state)	Service	Quantity	NRC	MRC	Total (NRC + MRC x Term)
Primary	Speed:	Business Class High Speed Internet *	1	\$0.00	\$49.99	\$1,799.64
		Modem for Dynamic IP		\$	\$	\$
		Managed Router		\$	\$	\$
		Other:		\$	\$	\$
2	19907 99th Ave SE Snohomish, WA 98296 Speed:	Business Class High Speed Internet *	2	\$0.00	\$49.99	\$3,599.28
		Modem for Dynamic IP		\$	\$	\$
		Managed Router		\$	\$	\$
		Other:		\$	\$	\$
3	Speed:	Business Class High Speed Internet *	1	\$0.00	\$49.99	\$1,799.64
		Modem for Dynamic IP		\$	\$	\$
		Managed Router		\$	\$	\$
		Other:		\$	\$	\$
4	46110 E MAIN ST CONCRETE, WA 98237 Speed:	Business Class High Speed Internet *	1	\$0.00	\$49.99	\$1,799.64
		Modem for Dynamic IP		\$	\$	\$
		Managed Router		\$	\$	\$
		Other:		\$	\$	\$
5	Speed:	Business Class High Speed Internet *	1	\$0.00	\$49.99	\$1,799.64
		Modem for Dynamic IP		\$	\$	\$
		Managed Router		\$	\$	\$
		Other:		\$	\$	\$
6	Speed:	Business Class High Speed Internet *		\$	\$	\$
		Modem for Dynamic IP		\$	\$	\$
		Managed Router		\$	\$	\$
		Other:		\$	\$	\$
7	Speed:	Business Class High Speed Internet *		\$	\$	\$
		Modem for Dynamic IP		\$	\$	\$
		Managed Router		\$	\$	\$
		Other:		\$	\$	\$
8	Speed:	Business Class High Speed Internet *		\$	\$	\$
		Modem for Dynamic IP		\$	\$	\$
		Managed Router		\$	\$	\$
		Other:		\$	\$	\$
9	Speed:	Business Class High Speed Internet *		\$	\$	\$
		Modem for Dynamic IP		\$	\$	\$
		Managed Router		\$	\$	\$
		Other:		\$	\$	\$
Subtotal:				\$0	\$299.94	\$10,797.84