

## Frontier Communications Northwest Inc.

20575 NW Von Neumann Dr. Suite 150 Beaverton, OR 97006

February 4, 2015

Service Contract: SC15-01

Ms. Joan Grindeland Administrator, Regulatory Operations Oregon Public Utility Commission 3930 Fairview Industrial Dr SE Salem, OR 97302 Fax (503) 373-7752

RE: Frontier Communications Northwest Inc. - Contract

Dear Ms. Grindeland:

Frontier Communications Northwest Inc. (Frontier) hereby submits for filing a new customer specific contract that provides Frontier Simply Unlimited service for a term of twenty-four (24) months. The cost support as well as any information regarding the customer is considered confidential.

# Please return stamped copy of contract to:

Frontier Communications Linda Saldaña 9260 E. Stockton Blvd. Elk Grove, CA 95624

Genée M. Willer

Any questions or notifications of action taken on this filing should be directed to me at (503) 645-7909 or <a href="mailto:Renee.Willer@ftr.com">Renee.Willer@ftr.com</a>.

Sincerely,

Renee M. Willer

Manager, State Government & Regulatory Affairs

RMW:Ims Enclosures



# FRONTIER SERVICES AGREEMENT

**Frontier Confidential** 

This Frontier Services Agreement ("FSA") is effective as of Dec 29th, 2014 ("Effective Date"), by and between Frontier Communications of America, Inc. on behalf of itself and its affiliates which provide Equipment and Services identified in the Schedules ("Frontier"), and i whose primary address is , , , ("Customer").

This document incorporates the complete Frontier Services Agreement terms and conditions at <a href="http://www.Frontier.com/FSA">http://www.Frontier.com/FSA</a> as an integral part of the agreement (collectively, the "FSA").

#### Provision of Services and Equipment

Frontier will provide and the Customer agrees to pay for the communications, installation and maintenance services (collectively "Service"), and/or purchase or lease equipment ("Equipment"), described in this FSA and Schedules issued by Frontier and executed by Customer.

Customer acknowledges that certain Services may be 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 FSA and an applicable tariff, the tariff shall control except with respect to pricing, early termination charges or cancellation charges for which this FSA shall control.

#### Term

The term of this FSA will commence as of the date identified in the introductory paragraph above or the date the FSA is executed by both Parties, whichever is later (the "Effective Date") and will continue through the Service Term with respect to any Service or Equipment provided pursuant to this FSA. Customer will purchase the Services, or lease Equipment, identified in each Schedule for the period of time stated in the Schedule (the "Service Term"). If neither party provides the other with written notice of its intent to terminate a Service at least sixty (60) days prior to expiration, the Service Term of each Service will automatically renew for additional one-year periods, subject to the terms and conditions of this FSA and at the then applicable one-year term rate, excluding promotional rates. If the parties agree to negotiated renewal terms, such terms will not be effective unless and until documented in writing and executed by both parties.

### **Payment**

Customer shall pay all charges set forth in the Schedules and in applicable tariffs during the Service Term. Frontier will invoice Customer any non-recurring charges ("NRC"), monthly recurring charges ("MRC"), and usage based charges.

In addition to the applicable charges set forth in the tariffs and Schedules, Customer shall pay all applicable federal, state or local sales, use, privilege, gross receipts, utility, value added, excise or other taxes (excluding taxes based on Frontier's net income), or any charges in lieu thereof, and any applicable surcharges or fees, whether government mandated or Frontier initiated in the amounts applicable at the time of billing. Customer shall also be responsible for third party charges and penalties incurred as a result of Customer's use of the Services or Equipment.

#### **Cancellation and Early Termination Charges**

If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment, Customer shall pay a cancellation charge equal to the NRC and one (1) month of MRC for the Service, plus the total costs and expenditures of Frontier in connection with establishing the Service prior to Frontier's receipt of notice of cancellation, including but not limited to any Equipment restocking fees.

Following installation, Customer may terminate a Service or Equipment by providing at least thirty (30) days prior written notice to Frontier. All unpaid amounts shall be due upon termination of any Service identified in a Schedule for any reason. In addition, and unless otherwise specifically provided in the applicable Schedule, if any Service or Equipment is terminated by Customer for any reason other than breach by Frontier or by Frontier due to Customer's breach, then Customer shall pay Frontier a termination charge equal to the applicable MRC and all related taxes and surcharges multiplied by the number of months remaining in the Service Term. Partial months shall be prorated.

Customer agrees that Frontier's damages in the event of early termination will be difficult or impossible to ascertain, and that the charges identified in this FSA are intended to establish liquidated damages in the event of termination and are not intended as a penalty.

#### **Dispute Resolution**

Except as otherwise specifically provided in or permitted by this FSA, all disputes arising in connection with this FSA shall first be resolved through good faith negotiation. 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 dispute, then each party may seek resolution by exercising any rights or remedies available at law or in equity. Customer and Frontier agree that each may only bring claims against the other in an individual capacity and not as a plaintiff or class member in any purported class, representative, or private attorney general proceeding.

#### **Authorization and Entire Agreement**

Each party represents that the person executing this FSA is authorized to enter into this FSA on its behalf. This FSA, the terms and conditions, including the Limitation of liability, warranty, indemnification, breach and other terms and conditions, at <a href="http://www.Frontier.com/FSA">http://www.Frontier.com/FSA</a>, and any Schedules executed by the parties constitute 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 FSA may not be modified, amended or supplemented except by written agreement signed by an authorized representative of each party.

Frontier Communications of America, Inc.	
Frontier's Signature:	Customer's Signature:
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Printed Name: Jennifer Johnson	Printed Name:
Title: Vice President, Commercial Call Centers & Operator Services	Title:
Date: 12/29/2014	Date:

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Contractual Frontier Communications
Notice: 180 S. Clinton Avenue, 7<sup>th</sup> Floor
Rochester, NY 14646-0700
Attn: Associate General Counsel

Contractual Notice:

Attn:



# BHSI and FSUV SCHEDULE Business Frontier Confidential

This is Schedule Number S-0000046038 to the Frontier Services Agreement dated 1/2/2015 ("FSA") by and between ("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.

Service Location:					
√ Street Address:	treet Address: Schedule Date:			1/2/2015	
√ City, State, Zip:		Service Term:			24 ✓
Simply Broadband High Speed Internet ("BHSI")		Qty	Self-Install*	NRC (x Qty)	MRC (x Qty)
Simply BHSI Lite 3M/512k				\$	\$
Simply BHSI Max 7M/1m				\$	\$
Simply BHSI Ultra 15M/1m				\$	\$
Simply BHSI Ultra Plus 15M/2m	A			\$	\$
Simply BHSI Ultimate 20M/1m				\$	\$
Simply BHSI Ultimate Plus 20M/3m				\$	\$
Simply BHSI Extreme 30M/1m				\$	S
Simply BHSI Extreme Plus 40M/10m				\$	\$
* BHSI Static IP Option add \$10.00 each				\$ 0.00	\$
* BHSI Static IP Block (5 usable IPs)				\$ 0.00	\$
* BHSI Static IP Block (13 usable IPs)				\$ 0.00	\$
* Self-Install: Not available if BHSI Static IP Option is added	l.	· · · · · · · · · · · · · · · · · · ·	and the state of		
Frontier Simply Unlimited Voice ("FSUV")	Frontier Simply Unlimited Voice ("FSUV")			NRC (x Qty)	MRC (x Qty)
FSUV (rate tier 1)				\$	\$
FSUV (rate tier 2)	FSUV (rate tier 2)			\$	\$
FSUV + BHSI High Speed Internet ("BHSI")	3	Qty	Self-Install*	NRC (x Qty)	MRC (x Qty)
FSUV + BHSI Lite 3M/512k				\$	\$
FSUV + BHSI Max 7M/1m				\$	\$
FSUV + BHSI Ultra 15M/1m		1		\$	\$ 59.99
FSUV + BHSI Ultra Plus 15M/2m				\$	\$
FSUV + BHSI Ultimate 20M/1m				\$	\$
FSUV + BHSI Ultimate Plus 20M/3m				\$	\$
FSUV + BHSI Extreme 30M/1m				\$	\$
FSUV + BHSI Extreme Plus 40M/10m				\$	\$
* BHSI Static IP Option add \$10,00 each				\$ 0.00	\$
* BHSI Static IP Block (5 usable IPs)				\$ 0.00	s
* BHSI Static IP Block (13 usable lps)				\$ 0.00	\$
* Self-Install: Not available if BHSI Static IP Option is added	•				
FSUV Features:					
Basic Features included in MRC (check all that a	pply)		⊠ Call ID Name and	N	
☐ Call ID Name and Number ☐ Call ID Name and Number ☐ Call Forwarding Busy/Don't Answer ☐ Call Forwarding Busy/Don't Answer ☐ Voicemail - Deluxe					
Optional features included in base MRC: check up to select additional features, subject to applicable tariff.  (Some features may not be available at the Service Location.)					
☑ Call Waiting/Cancel Call Waiting/Call Waiting ID       ☐ Multi-Line Hunting         ☐ Busy Redial       ☐ Call Forwarding –Busy         ☐ Selective Call Acceptance       ☐ Call Return         ☐ Selective Call Forwarding       ☐ Priority Call         ☑ Three-Way Calling       ☐ Speed Call 30			□ Call Forwarding     □ Call Forwarding - No Answer     □ Anonymous Call Rejection     □ Selective Call Rejection (only available with 8 additional feature package)		
All In Feature Package: Optional feature package for additional features beyond allotment included in the base MRC offer \$4.99					□\$4.99
			Schedule Total:	NRC	MRC
	3 4 5		ovilousio iotali	\$	\$ 59.99

All rates are subject to the following:

<sup>(1)</sup> All product speecs referenced above are "up to" available speeds. Actual speeds may vary and are dependent on various issues such as network requirements, customer location and equipment.

Prices do not include government or Frontier surcharges or taxes.

<sup>(3)</sup> Applies to telephone and Internet services.

<sup>(4)</sup> A \$9.99 processing fee will apply upon disconnection of HSI Service.



BHSI and FSUV SCHEDULE **Business** Frontier Confidential

#### SERVICE DESCRIPTION

#### Simply Unlimited Service Description.

- Main Line Business line with the following features:
  - Voice Unlimited Local and Long Distance calling (Voice traffic only)
  - Additional features of customer's choice
- Optional All In Feature Package: Customer may choose any or all from available feature list for an additional fee.
- Optional Additional Frontier Simply Unlimited Lines:

  o Customer may order up to eleven (11) additional Frontier Simply Unlimited access lines ("Additional Lines") at the rates set forth above.
- The following usage types WILL BE included in the plan:
  - Domestic outbound interstate, intrastate and intraLATA long distance usage
  - Certain Offshore outbound usage to U.S. Territories 0
- The following usage types WILL NOT BE Included in the pan:
  - Canadian inbound (toll free) long distance usage
  - Domestic inbound (toll free) long distance usage o
  - International usage 0
  - Directory Assistance ٥
  - Information service calls (900) α
  - Dial-up Internet calls (will be billed at \$0.10 per minute)
  - Telesales and telemarketing applications

#### Other Terms and Conditions,

- Frontier Simply Unlimited is available only for customers with a maximum of twelve (12) Business lines.
- Customers with usage inconsistent with normal commercial applications and usage patterns may be converted to non- Frontier Simply Unlimited service with charges for local and long distance calling.
- Frontier Simply Unlimited is not available with PBX trunks, ground start lines or trunks, key system lines or trunks, foreign central office services, public telephone services, and analog to digital conversion digital PBX services or the equivalents of any such services.
- Internet Acceptable Use Policy and Security.
  - 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/
  - Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Fallure to comply with the AUP is grounds for immediate suspension or termination of Frontier Internet Service, notwithstanding any notice requirement provisions of the FSA.
  - 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, 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:
Jenif Johns	
Printed Name: Jennifer Johnson	Printed Name:
Title: Vice President, Commercial Call Centers & Operator Services	Title:
Date: 12/29/2014	Date: