

## Frontier Communications Northwest Inc.

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

February 4, 2015

Service Contract: SC15-02

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 and ISDN-PRI services for a term of thirty-six (36) 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:lms Enclosures



## FRONTIER SERVICES AGREEMENT

Frontier Confidential

This Frontier Services Agreement ("FSA") is effective as of 24<sup>th</sup> of <u>December</u>, 20<u>14</u> ("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 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 Communication	ations of America, Inc.					
Frontier's Signature	:	Custom	er's Signature:			
Docusigned by:  Les Sitten			3.4			
Printed Name:	_ee Sitton	Printed	Name:			<u> </u>
Title: RSM		Title:	· · · · · · · · · · · · · · · · · · ·			_
Date: 12/24/2014	1	Date:		,		
Contractual Notice:	Frontler Communications 180 S. Clinton Avenue, 7 <sup>th</sup> Floor Rochester, NY 14646-0700 Attn: Associate General Counsel	Contract	tual Notice:	Attn:	-	_

Ver, March 2014 Page 1 of 1



## FIOS BROADBAND and FSUV SCHEDULE **Business Frontier Confidential**

This is Schedule Number S-0000045697 to the Frontier Services Agreement dated December 24, 2014 ("FSA") by and between ("Customer") and Frontler Communications of America, Inc. on behalf of itself and its affiliates ("Frontler"). Customer orders and Frontler agrees to provide the Services and Equipment identified in the Schedule below.

Primary	Service	Location:
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Street Address:	Schedule Date:	December , 2014
City, State, Zip:	Service Term:	36 months

Ony   Oldio   Elp.	Service form.			
Broadband High Speed Internet	Speed	Qty	NRC (x Qty)	MRC (x Qty)
Simply FiOS 15 for Business	15M / 5M		\$	\$
Simply FiOS 35 for Business	35M / 5M	den valget filt der vermigtigt der der jeden der	\$	\$
Simply FiOS 75 for Business	75M / 10M		\$	\$
Simply FiOS 150 for Business	150M / 20M		\$	\$
Simply FiOS 500 for Business	500M / 50M		\$	\$
Simply FiOS 1Gig for Business	1G / 100M		\$	\$
Simply FiOS for Business (per BDT#; )	1		\$	\$
FiOS Static IP Option add \$10.00 each	•		\$ 0.00	\$
FiOS Static IP Block (5 usable iPs)	. •		\$ 0.00	\$
FiOS Static IP Block (13 usable IPs)	-		\$ 0.00	\$
Frontier Simply Unlimited Voice ("FSUV")		Qty	NRC (x Qty)	MRC (x Qty)
SUV (rate tier 1)	-		\$	\$
SUV (rate tier 2)	The state of the s	3	\$ Waived	\$ 74.97
FSUV + FiOS Broadband		Qty	NRC (x Qty)	MRC (x Qty)
FSUV + FiOS 15 for Business	15M / 5M		\$	\$
SUV + FiOS 35 for Business	35M / 5M		\$	\$
FSUV + FiOS 75 for Business	75M / 10M	1	\$ Waived	\$ 139.99
FSUV + FiOS 150 for Business	150M / 20M		\$	\$
FSUV + FiOS 500 for Business	500M / 50M		\$	\$
FSUV + FiOS 1Gig for Business	1G / 100M		\$	\$
FSUV + FiOS for Business (per BDT#: )	A A SECOND STATE OF THE SE		\$	\$
FiOS Static IP Optlon add \$10.00 each	-	1	\$ 0.00	\$ 10.00
FIOS Static IP Block (5 usable IPs)	•		\$ 0.00	\$
FIOS Static IP Block (13 usable IPs)	-		\$ 0.00	\$
SUV Features:			And the state of t	MRC
Basic Features included in MRC (check all that apply)  ☑ One Flat Rate Business Access Line (Includes Extended Community Calling, Extended Area Service and Touch Tone where applicable)  ☑ Call ID Name and Number ☐ 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 )				
□ Selective Call Acceptance       □ Call Ret         □ Selective Call Forwarding       □ Priority 0         □ Three-Way Calling       □ Speed 0	warding –Busy urn Call Cail 30		g - No Answer all Rejectlon Rejection (only 8 additional feature	W-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1
All In Feature Package: Optional feature package for addition	al features beyond allotn	nent included in th	e base MRC offer	□ \$ 4.99
		Schedule Total:	NRC	MRC
		Janedule Total;	\$ Waived	\$ 224.96

All rates above are subject to the following:

Ver. 20141116

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All product speeds 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.

Applies to telephone and Internet services.

A \$9.99 processing fee will apply upon disconnection of Service.



# FIOS BROADBAND and FSUV SCHEDULE Business Frontier Confidential

#### SERVICE DESCRIPTION

## A. Simply Unlimited Service Description.

- Main Line Business line with the following features:
  - o Voice Unlimited Local and Long Distance calling (Voice traffic only)
  - o 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:
  - 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:
  - o Domestic outbound interstate, intrastate and IntraLATA long distance usage
  - Certain Offshore outbound usage to U.S. Territories
- The following usage types <u>WILL NOT BE included</u> in the plan:
  - o Canadian inbound (toil free) long distance usage
  - o Domestic inbound (toll free) long distance usage
  - o International usage
  - o Directory Assistance
  - o Information service calls (900)
  - o Dial-up internet calls (will be billed at \$0.10 per minute)
  - o Telesales and telemarketing applications

#### B. Other Terms and Conditions.

- Section 4 of the FSA does not apply to this Schedule.
- 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. 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.
  - o 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:
DocuSigned by: Lee Sitton	
Printed Name: Lee Sitton	Printed Name:
Title: RSM	Title:
Date: 12/24/2014	Date:



## Letter of Agency

As the end user subscriber, I designate Frontier as the Responsible Organization, and hereby revoke any previously granted designations of Responsible Organizations, for each of the toll free number(s) specified on this form. I designate Frontier to act as my agent to change, if necessary, the Responsible Organization and I release any third party from liability for acting in accordance with these instructions.

**Directory Assistance Listing** 

In no event shall Frontier Communications be liable for any act or omissions of the third party furnishing toll free service Directory Assistance Listing.

***** Change Resporg to FLX01 *****						
Toll Free Number/Hotline	Routing Number (terminating number)	Intrastate only	National	Canada	809 access	
		Y	Y	Y	Y	
		Y or N	Y or N	Y or N	Y or N	
		Y or N	Y or N	Y or N	Y or N	
		Y or N	Y or N	Y or N	Y or N	
		Y or N	Y or N	Y or N	Y or N	
		Y or N	Y or N	Y or N	Y or N	

I further request that my service not be disconnected with you until Frontier Communications has made the transition in the SMS Database.

Company: Curtis Trailers

Authorized Name (please print): Karra Westphall

Address: 21525 SW TV Hwy

City: BeavertonState: OR Zip: 97003

Signature:			 Total	
orginature:			 Date:	<b>-</b>
	' 1	, ,		



## **BUSINESS LOCAL & LD SERVICES SCHEDULE**

**Frontier Confidential** 

This is Schedule Number S-0000045697 to the Frontier Services Agreement dated December 24, 2014 ("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: Schedule Date: December , 2014
City, State, Zip: Service Term: 36

Local Service	Quantity	NRC	MRC
Business Lines		\$	\$
Centrex		\$	\$
DIDs	100	\$ Waived	\$ Included
ISDN PRI	1	\$ Waived	\$325.00
ISDN BRI		\$	\$
Digital Channel Service (DCS)		\$	\$
Local Measured Service (LMS) Plan Qty 3 Measured service Business Lines LD @3 cents per minute	3	\$ Waived	\$57.00
Foreign Exchange Service (FXS)		\$	\$
PBX Trunks – Analog		\$	\$
Features:		\$	\$
Other Local Service:		\$	\$
Long Distance Service	Quantity	Rate	MRC
One Plus - Intrastate		\$	\$
One Plus - Interstate		\$	\$
Toll Free - Intrastate		\$	\$
Toil Free - Interstate		\$	\$
IntraLATA		\$	\$
International		\$	\$
Dedicated - OnePlus		\$	\$
Dedicated - Toll Free		\$	\$
EAS/EMS		\$	\$
Audio Conferencing		\$	\$
Other LD Service: 1000 MInutes Domestic and Local Long Distance include in PRI summary billed with the Toll Free overage billed at 3 cents per minute	1	\$ Waived	\$Included
Other LD Service: Toll Free 1000 minutes (3 cents per minute)	1	\$ Waived	\$30.00
Standard Domestic Block Of Time Plans:	Overage Rate	Minutes / MRC	
1+ outbound for T1 / PRI / Centrex / B1s	\$0.06/min.	0 min. (	② \$0/mo.
Toll Free for T1 / PRI / Centrex / B1s	\$0.06/min.	0 min. (	② \$0/mo.
Alternate Domestic Block Of Time Plans:	Overage Rate	Minute	s / MRC
1+ outbound for T1 / PRI / Centrex / B1s	\$0.04/min.	0 min. (	@ \$0/mo
Toil Free for T1 / PRI / Centrex / B1s	\$0.05/min.	0 min @ \$0/mo.	

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 <u>not</u> 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:
Les Sitton	
Printed Name: 1781149ee Sitton	Printed Name:
Title: RSM	Title:

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To comply with commission and State regulations, Frontier Communications requires your authorization before changing your long distance or local carrier. Please provide us with the information below and <u>mail or fax</u> this sheet to the Frontier Communications as follows: mail to \_\_\_\_\_; or fax to

to the Frontier Communicati	ons as follows: mail to ; o	or fax to .				
the state of the s	ACCOUNT INF	ORMATION				
Customer Name:		Main Telephone Num				
Customer Billing Address:	and the second s	Authorized Customer	Contact:	0		
		Contact Number:				
below, and designates Frontier a fee. Only one telecommunic IntraLATA toll for any particula	its authorized telephone company to act as Customer's agent for this cations provider may be designated ar telephone number, and all such ecifically agreed. I will contact Fronti	change. Customer acknow as my preferred carrier fo services will be provided	rledges that this ch r local Exchange, subject to Frontie	ange may result in InterLATA toll, and		
All telephone numbers to be	affected by this approval form:					
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	ORDER INFO	RMATION				
Acknowledgment that Frontier Communications of America, Inc. is chosen as agent to change the subscriber's preferred carrier:			YES 🛛	NO 🗆		
Please change my IntraLATA long distance carrier to Frontier Communications of America, Inc.:			YES 🛛	NO 🗆		
Please change my InterLATA long distance carrier to Frontier Communications of America, Inc.:			YES 🛛	NO 🗆		
Please change my local service provider to Frontier, a Frontier Communications Corporation company:			YES 🛚	NO 🗆		
Authorized Contact's Signature: Date of Authorization:						
Authorized Contact's Signat	ture:		Date of Aut	norization;		
				200 S		