



Frontier Communications Northwest Inc.

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

March 15, 2016

Service Contract: SC16-05

Ms. Joan Grindeland
Administrator, Regulatory Operations
Oregon Public Utility Commission
201 High St SE
Salem, OR 97301

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 several Business services as identified in the contract for a term of twelve (12) months. The cost support as well as any information regarding the customer is considered confidential. The confidential documents will be sent to you via UPS delivery.

Please return stamped copy of contract to:

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

Any questions or notifications of action taken on this filing should be directed to me at (503) 645-7909 or Renee.Willer@ftr.com.

Sincerely,

A handwritten signature in black ink that reads "Renee M. Willer".

Renee M. Willer
Manager, State Government & Regulatory Affairs

RMW:lms
Enclosures

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TELECOMMUNICATIONS SERVICES AGREEMENT

This Telecommunications Services Agreement (the "Agreement"), is made effective the date on which the last Party herein executes this Agreement (the "Effective Date") and is by and between [redacted], a Delaware corporation, with a place of business at [redacted], or [redacted] "Customer", and the provider identified below ("Provider" or "Frontier"). "Party" or "Parties" shall mean, individually, [redacted] or Provider as the context requires and, collectively, [redacted] and Provider.

1. **Services.** Provider will provide, and [redacted] will purchase or lease, the services or equipment ("Equipment") ("Network Services") set forth in Exhibit 1 attached hereto. Provider shall not materially change features or functions of its Services without the prior written consent of [redacted] unless such change is based upon a regulation or ruling, including modifications thereto, by any regulatory agency, legislative body or court of competent jurisdiction. In the event of a change required by such regulation that materially decreases the functionality of any Service, [redacted] may terminate the specific Service upon written notice to Provider.

2. **Service Evolution.**

If, at any time following twelve (12) consecutive months of the Service Term of a Schedule, to the extent that Frontier or its Affiliates make any modification or improvements to the Services as part of its general service offering without added cost being passed on to its customers, such modifications or improvements shall be deemed to be included at no additional cost to CUSTOMER within the scope of the Services and to the same extent and in the same manner as if expressly described in this Agreement and any Schedule issued hereunder and shall not be deemed a change of Services or new services.

3. **Volume Benefits.**

If according to the current discounted baseline, if at the end of each calendar year, there is an additional net revenue increase of twenty-five percent (25%) over the baseline revenue for said calendar year due to the incorporation of additional services - the Parties shall discuss additional discounts.

4. **Provision of Services.**

- a. Customer acknowledges that certain Services may be governed by tariff or price schedules filed with the Federal Communications Commission and/or the state public utility commission. In the event of any inconsistencies between this AGREEMENT and an applicable tariff, the tariff shall control except with respect to pricing, early termination charges or cancellation charges for which this AGREEMENT shall control.
- b. Frontier will provide, maintain and repair the Frontier owned facilities and equipment used to provide the Services ("Frontier's Network"), up to and including the point at which Frontier's Network is made available for interconnection to Customer's premises equipment or inside wiring. Customer shall provide Frontier reasonable access to Customer's premises during normal business hours for the purpose of installing, inspecting, testing, reworking, repairing or removing any Frontier Network components, including obtaining approvals, permits or licenses from third parties as necessary. Customer will cooperate in good faith and provide all reasonable information and authorizations required by Frontier 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 and Letters of Agency allowing Frontier to act on the Customer's behalf related to the Services and auxiliary third party services.
- c. Only authorized agents and representatives of Frontier may perform maintenance work with respect to Frontier's Network. Any repair, alteration, configuration or servicing of Frontier's Network, Services or Equipment by Customer or third parties without the written consent of

Frontier is a material breach of this AGREEMENT and cause for termination at Frontier's option.

d. If Frontier is unable to commence performance 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. Customer will reimburse Frontier for all costs incurred for installation, maintenance and repair if: (i) Frontier's Network is altered, maintained or repaired by any party other than Frontier, without Frontier's prior written consent; (ii) the malfunction of the Service or Equipment 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); or (iii) if the problem originated from a source unrelated to Frontier's Network. Customer will provide (i) suitable building facilities (including but not limited to space, electricity, power, backup power, and surge protectors) for the installation, operation, and maintenance of Frontier's Network 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.

f. The Services or Equipment may be connected with the services or facilities of other carriers. Frontier may, when authorized by Customer and as may be 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.

g. Customer is responsible for all charges billed by other carriers or third parties. Frontier shall not be responsible for the installation, operation, repair or maintenance or performance of equipment, facilities, software or services not provided directly by Frontier. Customer is responsible to provide equipment compatible with the Service or Equipment and Frontier's Network, 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 berings, etc. for cable and conduits 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.

h. Customer is solely responsible for the selection, installation and maintenance of security features for protection against unauthorized or fraudulent use of the Services and Equipment. Customer is solely responsible for ensuring that all of Customer's data are adequately secured, documented and backed-up at all times. Frontier and its contractors are not responsible or liable for data loss for any reason.

i. Frontier will manage the Frontier Network in Frontier's sole discretion, and reserves the right to substitute, change or reconfigure any equipment or facilities used in delivering Services or provisioning the Equipment. Frontier will endeavor to provide reasonable notice prior to any scheduled maintenance, planned enhancements or upgrades, which may result in a degradation or disruption in Service. 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.

j. Customer represents and warrants that its 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. Except as

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expressly identified in a Schedule, Customer and its employees shall be the only permitted end-user of the Services and leased Equipment. Customer shall not rent or bundle the Services or leased Equipment, nor permit any third party to access the Services or leased Equipment in exchange for compensation of any kind.

4. Invoice and Payment.

a. Provider shall invoice [REDACTED] on a monthly basis, and [REDACTED] shall pay Provider within thirty (30) days of receiving a proper and undisputed invoice for Services. Invoices must have the following information in order for payment to be made: (i) invoice number; (ii) invoice date; (iii) date(s) the Services were provided; (iv) description of the Service provided; (v) itemized invoice amount; and (vi) amounts charged for expenses, if applicable, with copies of original receipts and other documentation. If [REDACTED] reasonably and in good faith disputes all or any portion of any invoice, [REDACTED] shall notify Provider in writing of its objection within thirty (30) days from the date of [REDACTED] receipt of the invoice, provide a detailed description of the reasons for the objection, and pay the portion of the invoice which is not in dispute. If Frontier does not receive notice of a payment dispute by Customer within ninety (90) calendar days 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.

b. [REDACTED] shall reimburse Provider for reasonable expenses which have been preapproved in writing by [REDACTED]. Provider will provide [REDACTED] with copies of original receipts reasonably required by [REDACTED] with regard to such expenses for Provider. [REDACTED] shall not be required to pay any taxes based on Provider's net income. This is subject to the [REDACTED] Travel and Expense Policy which is attached hereto as Exhibit 2.

5. Terms and Termination.

a. Subject to the termination rights specified below, this Agreement shall become effective as of the Effective Date, and shall continue for the term set forth in a Schedule and shall automatically renew for successive additional twelve (12) month periods unless either Party informs the other Party in writing or its intent not to renew at least sixty (60) days prior to the expiration of the then-current term.

b. Upon written notice to Provider, [REDACTED] may terminate this Agreement for any reason upon ten (10) days' prior written notice. Upon the effective date of such termination, Provider shall immediately cease providing Services.

c. If either Party materially breaches any provision of this Agreement and fails to remedy such breach within thirty (30) days of receipt of written notice thereof from the nonbreaching Party, the nonbreaching Party may terminate this Agreement. Termination under this section does not limit either Party from pursuing any other remedies available to such Party, including, but not limited to, injunctive relief.

d. Either Party may terminate this Agreement upon written notice to the other Party in the event (i) the other Party files a petition for bankruptcy or is adjudicated a bankrupt; (ii) a petition in bankruptcy is filed against the other Party and such petition is not dismissed within thirty (30) calendar days; (iii) the other Party becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement for its creditors pursuant to any bankruptcy or other similar law; (iv) the other Party discontinues its business; or (v) a receiver is appointed for the other Party or its business.

e. Notwithstanding anything contained in this section to the contrary, Provider shall, if requested by [REDACTED] provide [REDACTED] a transition period not to exceed one hundred eighty (180) days after the effective date of termination to transition to an alternative replacement service provider. [REDACTED] will continue to pay amounts due up to and including the effective date of termination.

7. Work Rules and Regulations. In the event Services provided herein are to be performed on [REDACTED] premises, Provider and its personnel shall follow [REDACTED] work schedule and holiday schedule. Provider shall comply with all [REDACTED] work rules and security policies and requirements communicated to Provider including, but not limited to, [REDACTED] information security addendum attached hereto as Exhibit 3.

8. Benchmarking.

CUSTOMER has the right, acting in good faith, upon written request to Provider to conduct annual price reviews for the Services when the rates have not changed in the past twelve (12) months. Within the initial twelve (12) months price reviews are not applicable unless major significant market changes with respect to the Services have a major effect on market tariffs, whereupon, CUSTOMER will be able to request a pricing review revision under this section.

The benchmarked Services shall be best of breed meaning they are within the top quartile of prices for comparable services (comparable being of similar scope, service levels, volume, complexity and geography) provided by FRONTIER and other top tier service providers to similar organizations within the country for which the benchmarking services is being performed, provided there is always a minimum of two service providers in such group. The benchmarking report shall identify the range (indicating always the minimum and the maximum) of financial conditions, quality parameters, including service levels and service features currently found for comparable services. The benchmarking report shall also indicate the range of the quartile (quartile minimum and quartile maximum) of the quartile with the most competitive conditions and lowest prices found. The benchmarked Services [REDACTED] shall be limited to PRI and higher capacity services.

Any changes to the Charges, rates and/or commitment periods, for the Services as a result of the annual review shall be agreed between the Parties prior to the actual Service anniversary date or as soon as possible thereafter.

Termination Charges for Benchmark. In the event that the benchmarking process described in this Agreement has been fully completed with and price revisions are indicated but the Parties are unable to agree upon a solution within a 60 day period in good faith to implement them, then CUSTOMER may terminate the affected Services without liability. Notwithstanding the foregoing, Customer shall be responsible for non-recurring charge(s) associated with Services in the following amounts: PRI: \$500.00.

9. Limitation of Liability.

The liability of Frontier and its affiliates related to this AGREEMENT or the Service or Equipment provided under this AGREEMENT, shall in no event exceed the limitations of liability set forth in the applicable tariff, or regulatory rule or order, if there is no applicable tariff, regulatory rule or order, the total amount paid for the applicable Service or Equipment during the prior 12 months. In cases of an Outage, Frontier's liability shall be limited to 1/720 of the MRC for each hour after Frontier is notified of the Outage. An "Outage" is an interruption in Service or use of the Equipment caused by a failure of Frontier's Network, excluding degradation or disruption due to planned or emergency maintenance or an event outside Frontier's direct control. Notwithstanding the above, Frontier will not be liable to Customer for interruptions in Services or Equipment caused by failure of hardware or software, failure of communications services, power outages, or other interruptions not within the complete control of Frontier. In addition, there will be no credits, reductions or set-offs against charges for Services or Equipment, or for interruptions of Services or Equipment, except as expressly set forth herein.

EXCEPT FOR PROVIDER'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 7 AND INDEMNIFICATION AS SET FORTH IN SECTION 10, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR LOST PROFITS, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL

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DAMAGES OR THE LIKE, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER A PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR THE PARTY'S INDEMNIFICATION OBLIGATION SET FORTH IN SECTIONS 6.B. AND 8 AND PROVIDER'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 7, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY CLAIMS, LOSSES, INJURIES, SUITS, DEMANDS, JUDGMENTS, LIABILITIES, COSTS, EXPENSES OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, THOSE ARISING OUT OF OR RELATED TO THIS AGREEMENT) AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, EXCEED THE TOTAL FEES PAID BY [REDACTED] TO PROVIDER UNDER THIS AGREEMENT FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE ACCRUAL OF THE CLAIM THAT GAVE RISE TO SUCH CLAIM. THE LIMITATIONS OF LIABILITY REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES. THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

10. Warranties and Indemnification.

a. Provider represents and warrants that the services and all products provided hereunder shall be provided by Provider and/or its permitted subcontractors in a professional and workmanlike manner and by an adequate staff knowledgeable about the Services or products provided hereunder, including any software. Provider represents and warrants that the Services shall comply with all applicable laws, rules, and regulations.

b. Frontier warrants that Frontier's Network Service will be maintained in good working order. If any Network Service does not function substantially in accordance with applicable Network Service specifications as a result of Frontier's failure to maintain Frontier's Network (excluding degradation related to the acts or omissions of Customer or anyone using the Service, a force majeure event, or scheduled maintenance), Frontier's sole obligation is to repair the affected Service at Frontier's expense. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO FRONTIER'S NETWORK SERVICES OR EQUIPMENT PROVIDED PURSUANT TO THESE TERMS INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION. FRONTIER DOES NOT WARRANT THAT THE SERVICES OR EQUIPMENT OR ACCESS OR OPERATION OF THE SERVICES OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.**

c. 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, and 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.

d. Provider will defend and indemnify [REDACTED] its affiliates, agents and contractors against all claims, liabilities, costs and expenses, including reasonable attorneys' fees, involving personal injury or death to persons or loss or damage to personal tangible property resulting from the gross negligence or willful misconduct of Provider. Provider is not obligated to indemnify [REDACTED] its affiliates, agents and contractors for any such claim, liability, costs, and expenses including reasonable attorneys' fees, due to [REDACTED] gross negligence or willful misconduct.

e. This MSA 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.

f. Customer agrees that the Services and Equipment, and Frontier's performance hereunder are 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 vendors.

g. No action, regardless of form, arising out of this MSA or the Schedules may be brought more than the relevant statute of limitations the cause of action has arisen or charges have been billed whichever is earlier. The parties hereby waive the right to invoke any different limitation on the bringing of actions provided under applicable law.

h. **Infringement.** Frontier represents that the work, and any part thereof, provided by Frontier hereunder is and does not and will not infringe on or misappropriate any United States or foreign patent, copyright, trademark, or other intellectual property rights of any third party, and have not previously been and will not be assigned, licensed, or otherwise encumbered. In the event of a breach of the foregoing, Frontier agrees to indemnify, defend and hold Customer harmless from any liability incurred by Customer to a third party arising out of any infringement or misappropriation by Seller of the rights to the work.

11. **Confidentiality/Publishity.** Provider shall not, without the prior written consent of [REDACTED], (a) disclose any of the terms of this Agreement or use the name or marks of [REDACTED] or its Affiliates; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of [REDACTED]. Provider will protect [REDACTED] Confidential Information and will use at least the same efforts to protect such Confidential Information as the Party would use to protect its own. Provider may disclose Confidential Information if required to do so by a governmental agency, by operation of law or if necessary in any proceeding to establish rights or obligations under this Agreement, provided that Provider gives [REDACTED] reasonable prior written notice with a right to object to any disclosure. Provider shall comply with all laws and regulations related to disclosure of information and maintaining the confidentiality of any [REDACTED] information accessed as a part of pro

12. Termination for Cause.

a. **Breach by Customer:** If Customer fails to make any payment when due and such failure continues for thirty (30) days after notice, or Customer fails to comply with any other term or condition of this FSA or any Schedule and such failure continues for thirty (30) days after notice, then Frontier may either suspend the applicable Schedule (or any portion thereof) until the breach is remedied, terminate the applicable Schedule (or any portion thereof), or terminate this FSA and all Schedules. Notwithstanding the foregoing, Customer shall have one hundred twenty (120) days to resolve any issues regarding payment. Provider shall not turn off service if Customer and Provider are working to resolve the breach.

b. Frontier may immediately suspend Services and, after giving notice to Customer with an opportunity to respond appropriate to the circumstances and Customer's failure to respond, Frontier may terminate any or all Services, retrieve Frontier Network elements from the service location and Equipment for which title has not transferred to Customer, in the following circumstances: (i) in the event of unauthorized, unlawful or improper use or abuse of the Frontier Network or Service; (ii) if, in the reasonable judgment of Frontier, Customer's use of the Frontier Network or Service has or will damage or have an adverse effect on Frontier's Network, its personnel, property or service; (iii) such action is necessary to meet the exigencies of an emergency; or (iv) a court or other governmental authority having jurisdiction issues an order prohibiting Frontier from furnishing the Equipment or Services to Customer.

c. **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 (providing reasonable detail), Customer may terminate the Service which is the subject of such breach. Customer's exclusive remedy for a breach by Frontier is to terminate this Agreement and/or seek recovery of disputed charges paid by Customer for Service under this Agreement.

13. **Force Majeure**
In no event will Frontier or its affiliates be liable for any delay in performance directly or indirectly caused by events beyond their

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control, including, but not limited to: acts or omissions of Customer, its agents, employees or contractors; acts of God; acts of the public enemy; acts of the United States, a state or other political subdivision; fire, floods or other natural disasters; accidents; wars; terrorism; cyber security events; labor disputes or shortages; and inability to obtain material, power, equipment or transportation.

14. **Circuit Portability**

Any service business telephone number ("BTN") and its associated numbers which are currently within the Frontier service area purchased through any competitor and brought back to Frontier within the first 12 months of the term will receive a credit to be applied in the following manner:

Business lines: \$10 per line

DSL: \$25 per line

PRI: \$75 per line

This credit is to absorb any fiscal impact or third party charge associated with porting the number(s) back to Frontier providing Services hereunder.

15. **Independent Contractors.** [redacted] and Provider are acting hereunder as independent contractors. Provider shall not be considered or deemed to be an agent, employee, joint venture or partner of [redacted]. If any federal, state or local government agency, any court or any other applicable entity determines that any such personnel of Provider is an employee of [redacted] for any purpose, except due to the actions of [redacted], Provider shall indemnify, defend and hold harmless [redacted] its officers and directors from all liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees) associated with such determination. Provider shall be responsible for the conduct of its personnel.

16. **Jurisdiction and Venue: Choice of Law.** The Parties mutually acknowledge and agree that this Agreement shall be construed and enforced in accordance with the laws of the State of Delaware without regard to any conflict-of-law provisions, and the Parties agree that in any dispute, exclusive jurisdiction and venue shall be in the state and federal courts of Delaware. The Parties mutually acknowledge and agree that they shall not raise in connection therewith, and hereby waive, any defenses based upon venue, inconvenience of forum or lack of personal jurisdiction in any action or suit brought in accordance with the foregoing. The Parties acknowledge that they have read and understand this clause and agree voluntarily to its terms.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

Frontier Communications of America, Inc. - PROVIDER

By: Gregory D. Stephens

Title: Pres. Andrew Ray

Date: 1/28/16

17. **Service Level Agreement**

a. The liability of Frontier and its affiliates related to this MFSA or the Service or Equipment provided under this MFSA, shall in no event exceed the limitations of liability set forth in the applicable tariffs, or regulatory rule or order. If there is no applicable tariff, regulatory rule or order, the total amount paid for the applicable Service or Equipment during the prior 12 months. In cases of an Outage, Frontier's liability shall be limited to 1/720100 of the MRC for each hour after Frontier is notified of the Outage. An "Outage" is an interruption in Service or use of the Equipment caused by a failure of Frontier's Network, excluding degradation or disruption due to planned or emergency maintenance or an event outside Frontier's direct control. Notwithstanding the above, Frontier will not be liable to Customer for interruptions in Services or Equipment caused by failure of hardware or software, failure of communications services, power outages, or other interruptions not within the complete control of Frontier. In addition, there will be no credits, reductions or set-offs against charges for Service or Equipment, or for interruptions of Service or Equipment, except as expressly set forth herein.

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

18. **Assignment.** Provider may not assign this Agreement without [redacted] prior written consent unless such assignment is in connection with the sale of all or substantially all of its assets, provided Provider gives the [redacted] thirty (30) days prior written notice of such assignment. Said written consent by [redacted] shall not be unreasonably withheld.

19. **Entire Agreement.** This Agreement constitutes the entire agreement between [redacted] and Provider and supersedes all prior oral or written agreements or understandings relating to this subject matter.

[redacted]
By: [redacted]
Title: [redacted]
Date: 1/16/2016

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EXECUTION COPY



ON BEHALF OF yc

[redacted]

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Exhibit 1 Provider Services

This is Schedule Number S-000002784 to the Frontier Services Agreement dated 9/10/2012 ("FSA") by and between [redacted] ("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: [redacted]

City, State, Zip: [redacted]

Schedule Date:

9/1/2015

Service Term:

12

Simply BHSI Lite 3M/512k	Uniform In Territory	<input type="checkbox"/>	\$ 149.99	\$ 29.99
Simply BHSI Max 7M/1m	Unlimited In Territory	<input type="checkbox"/>	\$ 149.99	\$ 39.99
Simply BHSI Ultra 15M/1m			\$	\$
Simply BHSI Ultra Plus 15M/2m			\$	\$
Simply BHSI Ultimate 20M/1m			\$	\$
Simply BHSI Ultimate Plus 20M/3m			\$	\$
Simply BHSI Extreme 30M/1m			\$	\$
Simply BHSI Extreme Plus 40M/10m			\$	\$
* BHSI Static IP Option add \$10.00 each	un limited Territory		\$ 0.00	\$
* BHSI Static IP Block (5 usable IPs)			\$ 0.00	\$ 10.00
* BHSI Static IP Block (13 usable IPs)			\$ 0.00	\$
* Self-install: Not available if BHSI Static IP Option is added.				
FSUV (rate tier 1)			\$	\$
FSUV (rate tier 2)			\$	\$
FSUV + BHSI Lite 3M/512k		<input type="checkbox"/>	\$	\$
FSUV + BHSI Max 7M/1m		<input type="checkbox"/>	\$	\$
FSUV + BHSI Ultra 15M/1m			\$	\$
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	\$
* BHSI Static IP Block (13 usable IP s)			\$ 0.00	\$
* Self-install: Not available if BHSI Static IP Option is added.				

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 - Default

Included

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.)

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- Call Waiting/Cancel Call Waiting/Call Waiting ID
- Busy Redial
- Selective Call Acceptance
- Selective Call Forwarding
- Three-Way Calling

- Multi-Line Hunting
- Call Forwarding - Busy
- Call Return
- Priority Call
- 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 allment included in the base MRC offer

\$ 4.99

All rates are subject to the following:

- (1) 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.
- (2) Prices do not include government or Frontier surcharges or taxes.
- (3) Applies to telephone and internet services.
- (4) A \$9.99 processing fee will apply upon disconnection of FIBL Service.

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SERVICE DESCRIPTION



A. 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:**
 - 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
- **The following usage types WILL NOT BE included in the plan:**
 - Canadian inbound (toll free) long distance usage
 - Domestic inbound (toll free) long distance usage
 - International usage
 - Directory Assistance
 - Information service calls (900)
 - Dial-up Internet calls (will be billed at \$0.10 per minute)
 - Tele sales and telemarketing applications

B. 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/coloc/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 FBA.
 - 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 FBA, 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: Gregory D. Stephens	Printed Name:
Title: Pres. NW West	Title:
Date: 1/28/16	Date:

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This is Schedule Number 8-0000082784 to the Frontier Services Agreement dated 9/10/2012 ("FSA") by and between [redacted] Stores, 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.

Service Location:

Street Address: [redacted]
City, State, Zip: [redacted]

Schedule Date:

9/1/20

Service Term:

Business Lines	Unlimited (in Territory)
Centrex	
DIDs	
ISDN PRI	
ISDN BRI	
Digital Channel Service (DCS)	
Local Measured Service (LMS) Plan	
Foreign Exchange Service (FES)	
PBX Trunks - Analog	
Features:	
Other Local Service:	

One Plus - Intrastate	\$	\$
One Plus - Interstate	\$	\$
Toll Free - Intrastate	\$	\$
Toll Free - Interstate	\$	\$
IntraLATA	\$	\$
International	\$	\$
Dedicated - OnePlus	\$	\$
Dedicated - Toll Free	\$	\$
EAS/EMS	\$	\$
Audio Conferenc	\$	\$
Other LD Service:	\$	\$
Other LD Service:	\$	\$

1+ outbound for T1 / PRI / Centrex / B1s	\$0.08/min.	0 min. @ \$0/mo.
Toll Free for T1 / PRI / Centrex / B1s	\$0.08/min.	0 min. @ \$0/mo.
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.

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

[Handwritten Signature]

Customer's Signature:

Printed Name:

Title:

ENS

Printed Name:

Title:

to:

DocuSign Envelope ID: 9E535731-B568-4AC3-AE1D-8A8E4B02800A

Exhibit 2

[REDACTED] TRAVEL AND EXPENSE POLICY

Hotel Accommodations

In this fiercely competitive world, we would all like to get the best service for the lowest price. Since hotels come in all shapes and sizes, it is hard to know which hotel will offer the lowest prices but provide the best accommodations. Everyone has different opinions about hotel preferences; however, we all agree that a clean room and proximity to your destination at a competitive rate are at the top of the list. It is [REDACTED] policy that gratuities are prohibited from anyone buying from us, selling to us, or in any way servicing our company. Hotel accommodations are considered gratuities. We negotiate preferred rates based on volume, and most of the rates are considerably cheaper than the published rates. Room service, long-distance calls from room, and miscellaneous charges will not be covered as reimbursable charges on hotel stays. A daily hotel accommodation rate of fifty-five dollars and no cents (\$55.00) will be considered reimbursable by [REDACTED]. Itemized receipts and charge card copies must be attached. Room charges must be separated from meal, telephone or other miscellaneous charges that appear on the receipt. Long-distance calls should not be charged to the hotel room. Receipts and documents for lodging charges billed should accompany any invoice sent to [REDACTED].

Meals

A Consultant should not seek out the deluxe, more expensive restaurants simply because he/she is on an expense account. Reimbursable dinner costs do not include the price of alcoholic beverages. All alcoholic beverage costs are personal expenses. Coffee breaks or snacks are considered personal expenses and are not reimbursable. When dining together, the Consultant and [REDACTED] associate must pay for their own meals. This applies to the [REDACTED] home office area, as well as other locations. "Dutch treat" is the policy for meals where a [REDACTED] associate is accompanied by someone from outside the company. A maximum daily meal allowance of forty dollars and no cents (\$40.00) per day will be reimbursable by [REDACTED]. Meal receipts documenting billed amounts should accompany any invoice sent to [REDACTED]. Items before and after boarding plane or car rental pickup or return will not be covered as reimbursable.

Airline Travel

It is [REDACTED] policy to reimburse only for travel by coach.

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EXHIBIT 3**AUTHORIZATION VERIFICATION REQUIREMENTS**

██████████ requires that Consultant, and its subcontractors with whom it does business, comply with all federal, state and local laws and regulations, including, but not limited to, labor and employment laws such as the Immigration Reform and Control Act of 1986, as amended, and the Illegal Immigrant Reform and Immigrant Responsibility Act of 1996, as amended. ██████████ expects Consultant to comply with immigration laws that require verification of employment authorization.

In order to ensure to ██████████ that Consultant is in compliance with the law, ██████████ requests and requires the following:

A. Adopted Plan of Compliance

1) By signing this Agreement, Consultant attests that it has adopted a plan of compliance that is in effect as of the date of this Agreement. Consultant assures that its compliance plan includes, but is not limited to:

- (a) timely, proper completion of I-9 forms and verification of employment authorization;
- (b) timely reverification of I-9 forms for employees with expiring employment authorization;
- (c) proper training of personnel who will prepare I-9 forms; and
- (d) periodic audits of I-9 forms.

2) In addition to the above conditions for the compliance plan, by signing this Agreement Consultant confirms that the following requirements will apply for its employees working on ██████████ projects:

- (a) All employees must maintain on their person a valid government-issued identification card;
- (b) Consultant may be required to issue photo identification badges to each Consultant and subcontractor employee; and
- (c) Copies of I-9s and supporting documentation for each Consultant and subcontractor employee working on ██████████ projects will be maintained.

B. Certification of Compliance

1) By signing this Agreement, Consultant attests that:

- (a) it has had a qualified legal or human resources professional review the I-9 forms, and supporting documentation, for all employees of Consultant who will work on any ██████████ project and/or on any ██████████ facility;
- (b) the identity and employment authorization documentation of each worker appear to be valid and genuine on their face; and
- (c) Consultant is in compliance with the immigration employment verification requirements set forth in the immigration laws referenced above;
- (d) Consultant will impose these same requirements of an adopted plan of compliance and a certificate of compliance on its subcontractors who work on any ██████████ project and/or on any ██████████ facility(ies);

C. Third Party Audit

By signing this Agreement, Consultant agrees that ██████████ may require Consultant to submit to and cooperate fully with a third party audit of the I-9 forms and related documents at ██████████ expense. Additionally, ██████████ requires that Consultant reserve for ██████████ the right to audit Consultant's subcontractors as well.