

# **Frontier Communications Northwest Inc.**

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

March 3, 2015

Service Contract: SC15-06

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 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:Ims Enclosures



# FRONTIER SERVICES AGREEMENT

Frontier Confidential

This Frontier Services Agreement ("FSA") is effective as of Jan 29th, 2015 ("Effective Date"), by and between Frontier Communications of America, on behalf of itself and its affiliates which provide Equipment and Services identified in the Schedules ("Frontier"), and wnose 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 Sohedule, 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 falth 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 Comm	nunications of America, Inc.	1		
Frontier's Sign	nature;	Cus	tomer's Signature:	Presental sections and section in the section in th
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Printed Name:	(17)	Prin	ted Name:	Å
Title:	1251	This	:	7
Date:	1/80/15	Date	:	
Contractual Notice:	Frontier Communications 111 Field Street Rochester, NY 14620 Attn: Legal Department	Con	tractual Notice:	The state of the book of the state of the st



# FIOS BROADBAND and FSUV SCHEDULE

**Frontier Confidential** 

This is Schedule Number S-0000048087 to the Frontier Services Agreement dated January 29, 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.

# **Primary Service Location:**

Street Address:	Schedule Date:	January 29, 2015
City, State, Zip:	Service Term:	36 months

Orty, Otato, Zip.			Service	: Term:	36 months
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		\$	 \$
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#: )		/		\$	\$
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		
FSUV (rate tier 1)			Qty	NRC (x Qty)	MRC (x Qty)
FSUV (rate tier 2)			3	\$ \$ 24.99	\$ 74.07
FSUV + FiOS Broadband			Qty	NRC (x Qty)	\$ 74.97
FSUV + FiOS 15 for Business		15M / 5M	<u> </u>	\$	MRC (x Qty)
FSUV + FiOS 35 for Business		35M / 5M	1		\$ 70.00
FSUV + FiOS 75 for Business		75M / 10M		\$0	\$ 79.99
FSUV + FiOS 150 for Business		150M / 20M		\$	\$
FSUV + FiOS 500 for Business		500M / 50M		<del>                                     </del>	\$
FSUV + FiOS 1Gig for Business		1G / 100M		\$	\$
FSUV + FiOS for Business (per BDT#: )		/		\$	\$
FIOS Static IP Option add \$10.00 each		<del>'</del> -	1 1	<del>                                     </del>	\$
FiOS Static IP Block (5 usable IPs)			'	\$ 0.00	\$ 10.00
FiOS Static IP Block (13 usable IPs)		<u>-</u>		\$ 0.00	\$
FSUV Features:				\$ 0.00	\$
Basic Features included in MRC (check all the	- A 1 - A				MRC
☑ One Flat Rate Business Access Line (Includes Ex Service and Touch Tone where applicable)	tended Community Calling		☑ Volcemail - De	ng Busy/Don't Answer eluxe	
Optional features included in base MRC:	heck up to select addit	tional features, subj	ect to applicable t	cariff. able at the Service Location.)	included
□ Call Walting/Cancel Call Walting/Call Walting ID     □ Busy Redial     □ Selective Call Acceptance     □ Selective Call Forwarding     □ Three-Way Calling	Multi-Line Hun     Call Forwardin     Call Return     Priority Call     Speed Call 30	ting g –Busy	Call Forwardin Call Forwardin Anonymous C Selective Call available with	ig g - No Answer all Rejection Rejection (only 8 additional feature	included
All In Feature Package: Optional feature pac	kage for additional fea	tures beyond allotm	ent Included in th	e base MRC offer	□ \$ 4.99
		8	Schedule Total:	NRC \$ 0	MRC
All rates above are subject to the fallender				ψU	\$ 164.96

Prices do not include government or Frontler surcharges or taxes.

Applies to telephone and Internet services.

All rates above 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.

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

# FIOS BROADBAND 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:

Customer may order up to eleven (11) additional Frontier Simply Unlimited access lines ("Additional Lines") at the rates set forth

The following usage types WILL BE included in the plan:

oDomestic 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: o Canadian inbound (toll free) long distance usage

- Domestic inbound (toll free) long distance usage
- 0 international usage
- Directory Assistance
- Information service calls (900)
- Dial-up Internet calls (will be billed at \$0.10 per minute)
- Telesales and telemarketing applications

### 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.frontler.com/pollcles/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 Commu	nications of America, Inc.		
Frontier's Signat	ure:	Customer's Signatura.	
	2/		
Printed Name:	ESM.	Printed Name:	
Title:	SITTO	7/0	,
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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 return this document via the docusion instructions.

	ACCOUNT INF	ORMATION		
Customer Name:		Main Telephone Number		
Customer Billing Address:	Authorized Customer Contact:			
		Contact Number:		
change may result in a fee. O InterLATA toll, and IntraLATA Communications tariffs, exceptave questions.	its authorized telephone company telephone communications to act as Custon only one telecommunications provider toll for any particular telephone nunt as otherwise specifically agreed.	ner's agent for this chan may be designated as n	ge. Customer acking preferred carrier	nowledges that this for local Exchange,
Vii relebuotte trattinets to ne	affected by this approval form:	·		
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	ORDER INFO	RMATION		
Acknowledgment that Frontic agent to change the subscrib	er Communications of America, Ir per's preferred carrier:	nc. is chosen as	YES 🖾	NO 🗆
Please change my IntraLATA America, Inc.:	A long distance carrier to Frontier	Communications of	YES 🛚	ио 🗆
Please change my InterLATA long distance carrier to Frontler Communications of America, Inc.:		YES 🖾	№ □	
Please change my local serv Corporation company:	rice provider to Frontier, a Frontie	r Communications	YES 🛛	NO 🗆
Authorized Contact's Signatu	ıles		Date of Authoriza	



**FIOS TV SCHEDULE** Commercial - Private Frontier Confidential

This is Schedule Number S-0000048087 to the Frontier Services Agreement dated 1/28/2015 ("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:

Schedule Date:

1/28/2015

City, State, Zip:

Service Packages	Service Term:		
Service Packages Prime HD	MRC	Qty	Total MRC
Extreme HD	\$ 67.99		\$
Ultimate HD	\$ 78.99		\$
La Conexion	\$ 89.99		\$
ocal FIOS TV	\$ 57.99		\$
Optional Francisco	\$ 15.99	1	\$ 15.99
Sports Package	MRC	Qty	Total MRC
Spanish Language Package	\$ 14.99		S
fusic Package	\$ 11.99	1	\$ 11.99
ould ment	\$ 34.99		\$
gulpment standard Set Top Box ("STB")	MRC	Qty	Total MRC
D STB	\$ 5.99	1	\$ 5.99
Vireless Router	\$ 9.99		S
able Card	\$ 0.00		\$ 0.00
	\$ 2.99		\$
igital Adapter - Analog to Digital Device - no HD, parental control, or VOD content	\$ 3.99		\$

Installation Services Wireless Router	NRC	Qty	Total NRC
	\$ 139.99	10	\$\$139.99*
FIOS TV Installation Fee (up to 3 STBs - existing outlets)	\$ 79.99	10	\$ 79.99 **
FiOS TV Installation Fee - additional outlook hookup (4+)	\$ 19.99		8 **
Programming and Activation Fee – Video	\$49.99	<del>                                     </del>	
New Outlet Installation			<u> </u>
Outlet Relocation	\$ 54.99		\$
	\$ 54.99		S

Customer qualifies for walver of wireless router install fee if Service Term is greater than 1 year, or this Service is ordered with other qualifying Frontier products. \*\* Customer qualifies for waiver of Service installation fee if Service Term is greater than 1 year.

Customer may use this Service in a private (employee only) setting, such as an executive office, conference rooms and break rooms. Customer warrants and represents that the Service will not be displayed or exhibited at Service Locations accessible by its customers, patrons or the public. Wireless router may be used only as required for interactive media guide and widgets with this Service.

Frontier reserves the right to change, re-arrange, add, delete or otherwise modify the Service at any time, with or without prior notice, including changing, rearranging or otherwise modifying programming packages, the selections available in those packages, the Equipment, and any other features, products or services, or pricing. Frontier will provide at least thirty (30) days prior notice of a change in pricing related to Services provided to Customer. Customer may not take any actions to alter or avoid any security or access controls or restrictions associated with the Service or Equipment. Customer is responsible for all use of the Service, whether by Customer or someone using the Service with or without Customer's permission. Customer agrees not to use the Service, directly or indirectly, for any unlawful purpose, including without limitation, violation of the copyright laws through the use, production, copying, rebroadcast or redistribution of any programming distributed as part of the Service or recorded utilizing equipment containing digital video recording

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 <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.

rontier Communications of America, Inc.	Customer's Signature	Total Control of the
2	Customer's Signature	4-2 5
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tle: RM	Title:	
ite: //35/12	Date:	