

21 West Ave Spencerport, NY 14559

August 14, 2017

Service Contract: SC17-09

Filing Center Oregon Public Utility Commission 201 High St SE Salem, OR 97301

RE: Frontier Communications Northwest Inc. – Contract

Frontier Communications Northwest Inc. (Frontier) hereby submits for filing a new customer specific contract that provides Frontier OneVoice service 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.

<u>Please return stamped copy of contract to:</u> Frontier Communications Linda Saldaña 9260 E. Stockton Blvd. Elk Grove, CA 95624

Please direct any questions or notifications of action taken on this filing to Leslie Zink at (585) 777-4717, or Leslie.zink@ftr.com.

Sincerely,

Liski Zenh

Leslie Zink Sr. Manager, Pricing & Tariffs

LZ: Ims Enclosures

COMMUNICATIONS

BHSI and OneVoice SCHEDULE Business

This is Schedule Number S-0000162521 to the Frontier Services Agreement dated 08/11/2015 ("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 Services and Equipment identified in the Schedule below.

Primary Service Location: Schedule Date: Schedule Type/Purpose: Service Term:			08/10/2017 12 months select		
Broadband High Speed Internet ("BHSI")		Self-Install*	Qty	NRC (x Qty)	MRC (x Qty)
BHSI Lite 3M/512k Simply			0	\$	\$
BHSI Max 7M/1m Simply			0	\$	\$
BHSI Ultra 15M/1m Simply			0	\$	\$
BHSI Ultra Plus 15M/2m Simply			0	\$	\$
BHSI Ultimate 20M/1m			0	\$	\$
BHSI Ultimate Plus 20M/3m Simply			0	\$	\$
BHSI Extreme 30M/1m Simply			0	\$	\$
BHSI Extreme Plus 40M/10m Simply			0	\$	\$
* BHSI Static IP Option add \$10.00 each			0	\$	\$
* BHSI Static IP Block (5 usable IPs)			0	\$	\$
* BHSI Static IP Block (13 usable IPs)			0	\$	\$
Double Play: OneVolce Nationwide + BHSI		Self-Install*	Qty	NRC (x Qty)	MRC (x Qty)
OneVoice Nationwide + BHSI Lite 3M/512k			0	\$	\$
OneVoice Nationwide + BHSI Max 7M/1m			0	\$	\$
OneVoice Nationwide + BHSI Ultra 15M/1m			0	\$	\$
OneVoice Nationwide + BHSI Ultra Plus 15M/2m			0	\$	\$
OneVoice Nationwide + BHSI Ultimate 20M/1m			0	\$	\$
OneVoice Nationwide + BHSI Ultimate Plus 20M/3m			0	\$	\$
OneVoice Nationwide + BHSI Extreme 30M/1m			0	\$	\$
OneVoice Nationwide + BHSI Extreme Plus 40M/10m			0	\$	\$
* BHSI Static IP Option add \$10.00 each			0	\$	\$
* BHSI Static IP Block (5 usable IPs)			0	\$	\$
* BHSI Static IP Block (13 usable IPs)			0	\$	\$
OneVoice Service			Qty	NRC (x Qty)	MRC (x Qty)
OneVoice Nationwide			0	\$	\$
OneVoice 100	new		1	\$ 0.00	\$ 20.00
OneVoice Local	to the selected below (0	\$	\$
OneVoice Features (add \$9.99 to both MRC columns if "All in" is selected below) \$					\$
 * Self-Install: Not available if BHSI Static IP Option is added. All product speeds referenced above are "up to" available speeds. Actual speeds may vary and are depe on various issues such as network requirements, customer location and equipment. A \$9.99 processing fee will apply upon disconnection of Internet Service. 			dule Total:	NRC	MRC
			uuic rotui.	\$ 0.00	\$ 20.00
OneVoice Features:					MRC
Basic Features: included in MRC (check all that apply)		3			
	Anonymous Call Rejection		all Forward No	Answer Fixed	
🛛 One Flat Rate Business Access Line (includes Extended	Caller ID Name and Number		oicemail – Bas		included
Community Calling, Extended Area Service and Touch Tone)	Basic Call Forward All Calls Variable		all Waiting / C Call Transfer/3	ancel Call Waiting way	
	Call Forward Busy Fixed			•	
Optional Features: Check individual requested additional features, or "All In"					
Automatic Busy Redial	Selective Call Acceptance		Speed Dial 30		\$9.99 if 1 or more features
Automatic Call Return Selective Call Forwarding				are checked subject to feature availability.	
Distinctive Ring Selective Call Rejection Voicemail - Deluxe reature availability.					
Equipment and Installation/Activation Services			Qty	NRC	MRC (x Qty) (mo. 1, 2 and 3)
Google OnHub Purchase: Select Payment Plan			0	\$	\$

BHSI and OneVoice SCHEDULE Business

Frontier COMMUNICATIONS

OneVoice SERVICE DESCRIPTION:

- o Main Line business line with the following features:
 - Nationwide Unlimited- Unlimited domestic LD plus unlimited local (voice traffic only), Acceptable Use Policy applies. No call detail record provided for OneVoice Nationwide.
 - 100- includes 100 minutes of Domestic LD (per month, overage rate is \$0.05 per minute, billing at 30 second minimum and 6 second increments, plus unlimited local (voice traffic only) Unused LD minutes do not roll over to the next month
 - Local Only Unlimited local calling (voice traffic only)
- Optional All in Feature Package: Customer may choose any or all from the available feature list for an additional fee

o Usage:

- The following usage types <u>WILL BE</u> 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 <u>WILL NOT BE</u> included in the plan:
- ✓ Domestic and Canadian 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)
- ✓ Telesales and telemarketing applications using auto dialers

<u>Availability</u>. OneVoice is available only for customers with a maximum of twenty-five (25) business lines. OneVoice is not available with Centrex lines, foreign exchange central office services or public telephone services and analog to digital conversion, digital PBX services or the equivalents of any such services.

<u>Acceptable Use Policy applicable on OneVoice Nationwide</u>: OneVoice long distance minutes are only available on line(s) for commercial domestic outbound long distance voice usage. Customers with usage inconsistent with normal commercial applications and usage patterns may be converted to an alternative voice service with charges for local and long distance calling.

<u>Auto-Renew</u>: Notwithstanding anything otherwise stated in the FSA, if neither party provides the other with written notice of its intent to terminate at least sixty (60) days prior to expiration of the Service Term, this Schedule will <u>automatically</u> renew for the same period of time as the original Service Term, at the same rate. Early Termination Fees apply (per the FSA) for any Service terminated prior to completion of the Service Term.

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/ o 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.

Equipment.

o Customer acknowledges and agrees that the Equipment and Services provided by Frontier 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, and <u>all applicable licenses are subject to the manufacturer's end user license terms and conditions</u>.

 Frontier retains title to leased Equipment. Frontier retains title to purchased Equipment until the Frontier is paid in full. Customer grants a security interest in the purchased Equipment to Frontier, pending full payment, and shall take all additional measures necessary to perfect such security interest at Frontier's request.

o Equipment is warranted pursuant to the applicable manufacturer's standard warranty provisions, as outlined in the documentation packaged with the Equipment. This Schedule 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 or the third party manufacturers. Customer agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of the Equipment will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES INCLUDING. WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FUNCTION, ΔΝΥ TITLE OR NONINFRINGEMENT OF THIRD-PARTY RIGHTS.

 o
 The Equipment may contain certain software code that is developed by third parties, Including software code subject to the GNU General Public License ("GPL") or GNU Less General Public License ("LGPL"). Copies of the licenses and a downloadable copy of the source code for the open source software that is used in this product are available on the

 following
 website:

Frontier.com/helpcenter/categories/internet/other-services/open-source-softwareportal. You may also obtain a copy of the source code used in this product via mail-in request, for a period of three years after initial date of product purchase. Mail-in requests must be sent to the following address and include the product name, a money order for \$10 payable to Frontier, and your return name and address to: Frontier Communications, Attn: Legal, Open Source Requests, 401 Merritt 7, Norwalk, CT 06851. ALL OPEN SOURCE SOFTWARE IS DISTRIBUTED WITHOUT ANY WARRANTY. All such software is subject to the copyrights of the authors and to the terms of the applicable licenses included in the download.

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 and 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.

Signature:		2	
Printed Name:	_Brian MacWhirter		
Title:	_ Regional Sales Manageı_		
Date:	_ Aug 10, 2017	0	



⁻⁴³¹¹¹²³³