

**Frontier Communications Northwest Inc.** 

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

March 1, 2016

Service Contract: SC16-04

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 Frontier OneVoice service for a term of thirty-six (36) 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

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

Sincerely,

Enée M. Willer

Renee M. Willer Manager, State Government & Regulatory Affairs

RMW:lms Enclosures



# FRONTIER SERVICES AGREEMENT

This Frontier Services Agreement ("FSA") is effective as of <u>February 25</u>, 2016 ("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 '

This document incorporates the complete Frontier Services Agreement terms and conditions at <u>http://www.Frontier.com/FSA</u> 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 partles.

#### 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 Frontler'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 Ilability, warranty, indemnification, breach and other terms and conditions, at <u>http://www.Frontier.com/FSA</u>, and any Schedules executed by the parties constitute the entire agreement between the parties pertaining to the subject matter herein and supersedes all prior oral and written proposals, correspondence and memoranda with respect thereto. This FSA may not be modified, amended or supplemented except by written agreement signed by an authorized representative of each party.

Frontier Communications of America, Inc.	
From Ter So Signative;	Cystomeric Signature:
Printed Name: Lee	Printað Malíné:
Title: RSM	Title:
Date: 2/26/2016	Date: 2/25/2016

Contractual Notice:	Frontier Communications 111 Field Street Rochester, NY 14620	Contractu	actual Notice:	
	Attn: Legal Department		Attn:	

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# FIOS BROADBAND and ONEVOICE SCHEDULE Business

This is Schedule Number S-0000073050 to the Frontier Services Agreement dated February 25, 2016 ("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 identified in the Schedule below.

Primary Service Location: Street Address: Schedule Date: February 25, 2016 City, State, Zip: Service Term: 36 months **FIOS Broadband** Speed Qty NRC (x Qty) MRC (x Qty) Simply FIOS 15 for Business 15M / 5M \$ \$ Simply FiOS 30 for Business 30M / 30M \$ \$ Simply FIOS 50 for Business 50M / 50M \$ \$ Simply FIOS 75 for Business 75M/76M \$ \$ Simply FIOS 100 for Business 100M / 100M \$ \$ Simply FIOS 150 for Business 150M / 150M \$ \$ 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 \$ **OneVoice Service** 化氨基基乙基氨基乙基 法法法 法法律法 计结常 化分析法 医变线 Qtv NRC (x Qty) MRC (x Qtv) **OneVoice** Nationwide PFL eligible (only if ordered as an additional line to Double Play) 2 \$ Walved \$49.98 OneVoice 100 \$ \$ OneVoice Local s \$ Double Play: OneVoice + FiOS Broadband 그 지수는 것 같은 것 같은 것 같이. MRC (x Qty) Speed Qty NRC (x Qty) FIOS 15 for Business 15M/5M \$ \$ OneVoice Nationwide + FIOS 30 for Business PFL eligible 30M / 30M 5 \$ OneVoice Nationwide + FiOS 50 for Business PFL ellaible 50M / 50M \$ \$ OneVoice Nationwide + FIOS 75 for Business PFL eligible 76M / 75M s \$ OneVolce Nationwide + FIOS 100 for Business PFL eligible 100M / 100M \$ \$ OneVoice Nationwide + FiOS 150 for Business PFL eligible 150M / 150M 1 \$ Walved \$ 194.98 OneVoice Nationwide + FiOS 500 for Business PFL eligible 500M / 50M \$ \$ OneVoice Nallonwide + FiOS 1Gig for Business PFL eligible 1G/100M \$ \$ OneVoice Nationwide + FIOS for Business (per BDT#; PFL eligible 1 \$ \$ FIOS Static IP Option add \$10.00 each 1 \$ 0.00 \$10.00 FIOS Static IP Block (5 usable IPs) 1 \$ 0,00 \$ 20.00 FIOS Static IP Block (13 usable IPs) . \$ 0.00 \$ **OneVoice Features:** MRC Basic Features: included in MRC (check all that apply) Anonymous Call Rejection Call Forward No Answer Fixed Volcemaii – Basic Call Walting / Cancel Call Walti One Flat Rate Business Access Line (Includes) Included Extended Community Calling, Extended Area Service Basio Call Forward All Calls Variable Call Walting / Cancel Call Walting Hunting Call Forward Busy Fixed and Touch Tone) Call Transfer/3 way Optional Features: Check individual requested additional features, or "All in" \$9.99 If 1 or more features Selective Cali Acceptance Automatic Busy Redial Selective Call Acceptance Selective Call Forwarding Speed Dial 30 Automatic Call F Automatic Call Return VIP Alert / Priority Cali are checked subject ō Volcemali - Deluxe to feature availability. Selective Call Rejection . . . . . . ÷ • • NRC MRC Sohedule Totai: Soneune ..... <u>}:</u> : . . . . : • . · · · • · · ξ÷., \$ Waived \$ 274.96

All rates are subject to the following:

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

Prices do not include government or Frontier surcharges or taxes.

Applies to telephone and Internet services.

(4) (5)

A \$9.99 processing fee will apply upon disconnection of HSI Service. PFL eligible: "PFL" = Price For Life. To qualify for PFL, Frontier must receive a valid order prior to 7/1/2016. For PLF eligible Services, upon completion of the initial Service Term the Service will continue at the same rate for as long as the original Service is in place. Conflicting auto-renew terms will not apply to PFL Services. Service upgrades are eligible for PFL at the upgraded rate if received prior to 7/1/2016. Service downgrades will disqualify the PFL status of the Service.



# FIOS BROADBAND and ONEVOICE SCHEDULE Business

## OneVoice SERVICE DESCRIPTION:

- Main Line business line with the following features:
  - Nationwide Unlimited- Unlimited domestic LD plus unlimited locat (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)
- <u>Optional All In Feature Package</u>: Customer may choose any or all from the available feature list for an additional fee

## o <u>Usage</u>:

- 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:
- Domestic and Canadian inbound (toli free) long distance usage
   International usage
- ✓ Directory Assistance
- ✓ Information service calls (900)
- ✓ Dial-up internet calls (will be bliled at \$0.10 per minute)
- Telesales and telemarketing applications using auto dialers

## OTHER TERMS AND CONDITIONS.

Availability. OneVoice is available only for customers with a maximum of twenly-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.

Acceptable Use Policy applicable on OneVoice Nationwide: 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 renew for the same period of time</u> 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/
- c 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.
- 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 <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.	Olde	
Frontier's Signature:	Customer's Signature:	
DocuSigned by:	DocuSigned by:	
Printed Name: Lee	Printed Name:	
Title: RSM	Title:	
Date: 2/26/2016	Date: 2/25/2016	