

Frontier Communications Northwest Inc.

1800 – 41st Street P. O. Box 1003 Everett, WA 98201-1003

December 16, 2016

Service Contract: SC16-14

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 Integrated Services Digital Network, Primary Rate Interface (ISDN-PRI) and Direct Inward Dialing (DID) services 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.

Please return stamped copy of contract to:

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

R Think Lu

Any questions or notifications of action taken on this filing should be directed to Kirk Lee at (425) 261-5855 or <u>Kirk.Lee@ftr.com</u>.

Sincerely,

R. Kirk Lee

Manager, Government & External Affairs

RKL: Ims Enclosures



FRONTIER SERVICES AGREEMENT

This Frontler Services Agreement ("FSA") is effective as of <u>June 23</u>, 20<u>16</u> ("Effective Date"), by and between Frontler Communications of America, Inc. on behalf of itself and its affiliates which provide Equipment and Services identified in the Schedules ("Frontler"), and _______, whose primary address is _______("Customer").

This document incorporates the complete Frontier Services Agreement terms and conditions at http://www.Frontier.com/FSA 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 Partles, whichever is later (the "Effective Date") and will continue through the Service Term with respect to any Service or Equipment provided pursuant to this FSA. Customer will purchase the Services, or lease Equipment, identified in each Schedule for the period of time stated in the Schedule (the "Service Term"). If neither party provides the other with written notice of its intent to terminate a Service at least sixty (60) days prior to expiration, the Service Term of each Service will automatically renew for additional one-year periods, subject to the terms and conditions of this FSA and at the then applicable one-year term rate, excluding promotional rates. If the parties agree to negotiated renewal terms, such terms will not be effective unless and until documented in writing and executed by both parties.

Payment

Customer shall pay all charges set forth in the Schedules and in applicable tariffs during the Service Term. Frontier will invoice Customer any non-recurring charges ("NRC"), monthly recurring charges ("MRC"), and usage based charges.

In addition to the applicable charges set forth in the tariffs and Schedules, Customer shall pay all applicable federal, state or local sales, use, privilege, gross receipts, utility, value added, excise or other taxes (excluding taxes based on Frontier's net income), or any charges in lieu thereof, and any applicable surcharges or fees, whether government mandated or Frontier initiated in the amounts applicable at the time of billing. Customer shall also be responsible for third party charges and penalties incurred as a result of Customer's use of the Services or Equipment.

Cancellation and Early Termination Charges

If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment, Customer shall pay a cancellation charge equal to the NRC and one (1) month of MRC for the Service, plus the total costs and expenditures of Frontier in connection with establishing the Service prior to Frontier's receipt of notice of cancellation, including but not limited to any Equipment restocking fees.

Following installation, Customer may terminate a Service or Equipment by providing at least thirty (30) days prior written notice to Frontier. All unpaid amounts shall be due upon termination of any Service identified in a Schedule for any reason. In addition, and unless otherwise specifically provided in the applicable Schedule, if any Service or Equipment is terminated by Customer for any reason other than breach by Frontier or by Frontier due to Customer's breach, then Customer shall pay Frontier a termination charge equal to the applicable MRC and all related taxes and surcharges multiplied by the number of months remaining in the Service Term. Partial months shall be prorated.

Customer agrees that Frontier's damages in the event of early termination will be difficult or impossible to ascertain, and that the charges identified in this FSA are intended to establish liquidated damages in the event of termination and are not intended as a penalty.

Dispute Resolution

Except as otherwise specifically provided in or permitted by this FSA, all disputes arising in connection with this FSA shall first be resolved through good faith negotiation. If, after negotiating in good faith for a period of ninety (90) calendar days, or any agreed further period, the parties are unable to resolve the dispute, then each party may seek resolution by exercising any rights or remedies available at law or in equity. Customer and Frontier agree that each may only bring claims against the other in an individual capacity and not as a plaintiff or class member in any purported class, representative, or private attorney general proceeding.

Authorization and Entire Agreement

Each party represents that the person executing this FSA is authorized to enter into this FSA on its behalf. This FSA, the terms and conditions, including the Limitation of liability, warranty, indemnification, breach and other terms and conditions, at http://www.Frontier.com/FSA, 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 Ps Signature: | Customer's Signature: | |
|--------------------------|-----------------------|--------|
| Printed Name: Lee Sitton | Printed Name: | 42 (2) |
| Title: RSM | Title: | |
| Date: 8/29/2016 | Date: 8-19-10 | |

| fronter (GANTIGHTESSER) | | JSINESS ŁOCAL & LD | |
|--|--|---|-------------------------------|
| This is Schedule Number S-0000115260 to the Frontier Servicustomer") and Frontier Communications of America, Inc. or provide the Services and Equipment identified in the Schedule bel | n behalf of itself and its affiliates ("Fron | 16 ("FSA") by and be tler"). Customer orders | etween sand Frontler agrees t |
| Service Location: | | | |
| Street Address: | Schedule Date: June 23, 20 | | June 23, 2010 |
| City, State, Zip: | Service | e Term: | 36 months |
| Local Service | Quantity | NRC | MRC |
| Business Lines | | \$ | \$ |
| Centrex | | \$ | \$ |
| DIDs | 20 | \$0 | \$3.00 |
| ISDN PRI | - 1 | \$0 | \$300.00 |
| ISDN BRI | | \$ | \$ |
| Digital Channel Service (DCS) | | \$ | \$ |
| Local Measured Service (LMS) Plan | | \$ | \$ |
| Foreign Exchange Service (FXS) | | \$ | \$ |
| PBX Trunks - Analog | | \$ | \$ |
| Features: | | . \$ | \$ |
| Other Local Service: | | \$ | \$ |
| Long Distance Service | Quantity | Rate | MRC |
| One Plus - Intrastate | | \$ | \$ |
| One Plus - Interstate | | \$ | \$ |
| Foll Free - Intrastate | 17 | \$ | \$ |
| Foll Free - Interstate | | \$ | \$ |
| niraLATA | | S | \$ |
| nternational | | \$ | \$ |
| Dedicated - OnePlus | , | \$., | \$ |
| Dedicated Toll Free | | , \$ ⁻ | \$ |
| EAS/EMS | | \$ | \$ |
| Audio Conferencing | | \$ | \$. |
| Veb Conferencing | | \$. | \$ |
| Other LD Service: | | \$\$ | \$ |
| Domestic Block Of Time Plans: | Minutes / MRC / | Overage Rate | |
| 1+ outbound for T1 / PRI / Centrex / B1s | 1,000 min @ \$30/mo overage \$0.04/min | | |

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.

Select

| Frontier Communications of America, Inc. | | • | |
|--|--------------|---------------|--|
| Frontier's Signature: | | | |
| DocuSigned by: | | | |
| 7-20- | | | |
| Printed Name: Lee Sitton | | | |
| Printed Name: Lee Sitton | Printed Name | | |
| Title: RSM | Title: | | |
| Date:8/29/2016 | Date: 9-21- | Date: 9/21-16 | |

1+ outbound for T1 / PRI / Centrex / B1s
Toll Free for T1 / PRI / Centrex / B1s