FRONTIER SERVICES AGREEMENT

Frontier Confidential

This Frontier Services Agreement ("FSA") is effective as of Aug 10th, 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 **Town Of Cortland**, whose primary address is 100 S LLANOS ST, Cortland, Illinois, 60112 ("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 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 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 Communications of America, Inc.		**Town Of Cortland**
Frontier's Signature:		***Customer's Signature:***
Printed Name:		**Printed Name:**
Title:		**Title:**
Date:		**Date:**
Contractual Notice:	Frontier Communications 111 Field Street Rochester, NY 14620 Attn: Legal Department	**Contractual Notice:** Town of Cortland PO Box 519 Cortland, IL 60112-0519 Attn:

Frontier COMMUNICATIONS

FRONTIER ANYWARE SERVICE SCHEDULE

Frontier Confidential

This is Schedule Number S-0000087061 to the Frontier Services Agreement dated 08/10/2016 ("FSA") by and between **Town Of Cortland** ("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: **100 S LLANOS STCORTLAND,Illinois,60112-**

Schedule Date: **8/10/2016**

Service Term: **36**

★ *Additional Service Locations may be provisioned. Addresses and location-specific Service details will be as outlined in the Frontier data collection sheet, and additional E-911 location charges apply, as outlined in the table below.*

Frontier AnyWare Service	QTY	NRC	Extended NRC (NRC x Qty)	MRC (per Product)	Extended MRC (MRC x Qty)
Advanced User Seat Package: • DID #; 1 Line access to PSTN, unlimited* local calling, unlimited* US & Canadian long distance calling, mobile twinning	12	$ 0.00	$ 0.00	$ 20.00	$ 240.00
Lite User Seat Package: • DID #; 1 Line access to PSTN, unlimited* local calling, 250 minutes of US & Canadian long distance calling, US domestic long distance $0.025 / additional min		$	$	$	$
Extension Only with Voicemail Package: • unlimited* local calling, US domestic long distance $.025/min.	2	$ 0.00	$ 0.00	$ 15.00	$ 30.00
Contact Center Agent: (NOT COMPATIBLE WITH SOFTPHONES) • unlimited* calling US & Canada, Premium Feature Set (Advanced License), Automatic Call Distribution (ACD)		$	$	$	$
Contact Center Supervisor: (NOT COMPATIBLE WITH SOFTPHONES) • unlimited* calling US & Canada, Premium Feature Set (Advanced License), Automatic Call Distribution (ACD), Monitor and Manage capabilities		$	$	$	$

* *"unlimited"* is subject to FAFUP (see Section 3C below)

International LD rates are identified at http://www.frontier.com/helpcenter/digital-phone/frontier-anyware, and may be modified by Frontier without notice.

Frontier AnyWare Add-ons	QTY	NRC	Extended NRC (NRC x Qty)	MRC (per Product)	Extended MRC (MRC x Qty)
Additional DID Numbers		$	$	$ 2.00	$
Web Fax		$	$	$ 4.95	$
Caller ID Name Deliver	4	$ 0.00	$ 0.00	$ 4.95	$ 19.80
Directory Listings		$	$	$ 5.00	$
Extended Market Number		$	$	$ 5.00	$
Toll Free Number		$	$	$ 3.95	$
MiCollab (PC/Web Client)		$	$	$ 4.95	$
IP Business Console		$	$	$ 75.00	$
Additional Managed Auto Attendants (up to 50 sites total)	1	$ 0.00	$ 0.00	$ 25.00	$ 25.00
★E-911 *(per additional locations)*	3	$ 0.00	$ 0.00	$ 5.00	$ 15.00

Frontier AnyWare Call Accounting	QTY	NRC	Extended NRC (NRC x Qty)	MRC (per Product)	Extended MRC (MRC x Qty)
Call Accounting up to 25 Agents		$	$	$ 10.00	$
Call Accounting up to 50 Agents		$	$	$ 20.00	$
Call Accounting up to 100 Agents		$	$	$ 30.00	$
Call Accounting up to 250 Agents		$	$	$ 40.00	$
Call Accounting up to 500 Agents		$	$	$ 60.00	$
Call Accounting up to 1000 Agents		$	$	$100.00	$
Additional Call Accounting Admin Login		$	$	$ 7.50	$

Frontier AnyWare Call Recording	QTY	NRC	Extended NRC (NRC x Qty)	MRC (per Product)	Extended MRC (MRC x Qty)
Call Recording Port		$	$	$ 10.00	$
Speech Search (per port add-on)		$	$	$ 10.00	$
Quality Assurance User		$	$	$ 20.00	$
Supervisor Recording Seat		$	$	$ 35.00	$
1 Month Additional Storage per user		$	$	$ 10.00	$

Total NRC:	$ 0.00	Total MRC:	$ 329.80

1. Service.

A. General Description: Frontier AnyWare Service is a business voice communications service using Internet Protocol ("IP") technology. It provides voice communications between a station on the Customer's Local Area Network ("LAN") and (a) for Services provisioned over a third party network, a station on the Public Switched Telephone Network ("PSTN"); (b) for Services provisioned over Frontier's network, a station on Frontier's converged Services network, in each case using IP technology. Frontier AnyWare Service provides basic IP voice communications standard features such as completing calls to the PSTN, abbreviated dialing and basic calling features/call management services; and access to 9-1-1 Emergency Service, subject to the limitations and terms described herein.

B. Availability, Limitations, and Exclusions.

i. Service Availability: Customer's eligibility to receive IP Service, Customer's Local Area Network ("LAN") environment must be at least 10 to 100 MB Ethernet; LAN ports used for voice must be set to full-duplex; Customer's LAN must have adequate bandwidth and ports to support the minimum amount of concurrent voice and data traffic ordered by Customer.

ii. Limitations: Customer understands that use of the Services is restricted in the following manner: (a) at any given time, Customer may only place as many concurrent calls as it has purchased simultaneous calling capacity; (b) Customer's modification of Frontier installed design and/or configuration is at Customer's risk; (c) Customer may not utilize auto-dialers or any similar type of device in connection with Frontier AnyWare Service; (d) Customer may not utilize Frontier AnyWare Service in any call center environment or in connection with any similar such application; and (e) Customer may not use Frontier AnyWare Service for telemarketing, fax broadcasting, fax blasting, or continuous or extensive call forwarding. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT ANY VIOLATION OF THE FOREGOING RESTRICTIONS ON ITS USE OF THE SERVICE WILL IMMEDIATELY VOID AND INVALIDATE FRONTIER'S OBLIGATIONS AND PROVISION OF SERVICE UNDER THIS AGREEMENT AND WILL RESULT IN THE IMMEDIATE TERMINATION OF THE SERVICE BY FRONTIER.

iii. Exclusions. The Service does not include reliability, redundancy, disaster recovery or business continuity features, functions, capabilities or services. The Service is provided over broadband networks, as a reasonable best efforts service without warranty, guarantees or service level commitments. Customer will not be able to make or receive calls with the Service if the Frontier network or DSL service is down or impaired or if any third party network or service used in conjunction with the Service is down or impaired. Service may also be adversely impacted by congestion on the Customer's LAN, Frontier's network or DSL service and/or third party network or service.

C. Changes. Throughout the Service Term, Customer may add subsequent lines at the rates and terms applicable under this Service Schedule, reduce the number of lines reflected in this Service Schedule with payment of the termination charge, or make modifications to existing Services provided that such changes may be subject to a change fee (collectively "Changes"). Customer may request Changes via telephone, provided that Frontier may (but will not be required to) ask Customer to validate such Change request via email or other document. All such Changes and the resulting Services will be subject to the terms and conditions of this Schedule.

D. Training. If Customer orders Equipment from Frontier for use with the Frontier AnyWare Service, such Equipment purchase will be based on the terms and conditions outlined in Frontier's standard Equipment purchase schedule ("Equipment Schedule"). Notwithstanding the terms within the Equipment Schedule, the standard training language included in the Equipment Schedule, if any, will be deleted in its entirety and replaced with and superseded by the following: **Training (digital/VoIP telephones only)**. Frontier will provide end user training for VoIP telephones, as applicable, using a web based self-paced Feature Teacher. Frontier will provide end user and administrator user training for the Frontier AnyWare web portal, using a recorded webinar. In the event that onsite training is requested, additional charges will apply and must be noted as an exception to the standard Installation Services Scope of Work.

2. Service Term Renewal. Notwithstanding Section 2 of the FSA, if neither party provides the other with written notice of its intent to terminate at least sixty (60) days prior to completion of the Service Term, the Service Term shall automatically renew for consecutive periods equivalent to the Service Term identified in this Schedule, and at the then applicable rate, excluding promotional rates.

3. Customer Obligations. In addition to the other obligations of Customer contained within the FSA, Customer will be responsible for the following obligations:

A. Customer Facilities: Except as otherwise expressly stated herein, Customer is responsible for obtaining, installing, configuring and maintaining all equipment (including, but not limited to, SIP phones, and firewalls), software, wiring, power sources, telephone connections and/or communications services necessary for inter-connection with Frontier's network or otherwise for use in conjunction with IP Service ("Facilities"). Customer is responsible for ensuring that such Facilities are compatible with Frontier's requirements and that they continue to be compatible with subsequent revision levels of Frontier's Network relevant to the Services, and for meeting the minimum requirements outlined for Frontier AnyWare Service at www.frontier.com/terms. Frontier is not responsible for the availability, capacity and/or condition of any Facilities not provided by Frontier. Customer is responsible for operation and configuration of its computer(s) and LAN/WAN. If Customer connects any Facilities to IP Service, Customer is solely responsible for any effects that arise from that connection and Customer waives any claims against Frontier relating to the performance of IP Service.

B. Security:

i. Use of IP Service, like other network-based services, carries certain security risks to the systems and networks of Customer, Frontier, and third parties, including but not limited to: misuse; unauthorized access; alterations; theft; destruction; corruption; and attacks ("Occurrences"). Customer shall, at its own expense, take security measures including but not limited to use of firewalls, passwords, access restrictions, encryption, policies, and physical access restrictions ("Security Measures") to protect from Occurrences all IP traffic, Facilities and other equipment, software, data and systems located on Customer's premises or otherwise in Customer's control and used in connection with IP Service, whether owned by Customer, Frontier, or Frontier's subcontractors. CUSTOMER AGREES THAT FRONTIER IS NOT LIABLE, IN CONTRACT, TORT, OR ON ANY OTHER BASIS, FOR ANY LOSS RESULTING FROM ANY OCCURRENCES OR USE OF FRONTIER'S NETWORK, IP TRAFFIC, FACILITIES OR OTHER EQUIPMENT, SOFTWARE, DATA AND SYSTEMS. CUSTOMER IS RESPONSIBLE FOR ALL SECURITY MEASURES, EVEN IF CUSTOMER USES A THIRD PARTY OR FRONTIER TO CONFIGURE AND IMPLEMENT THEM.

ii. Customer shall properly use any equipment or software, and all pass codes, personal identification numbers ("PINs") or other access capability obtained from Frontier or an affiliate or vendor of Frontier and shall surrender the equipment and software in good working order to Frontier at a place specified by Frontier and terminate all use of any access capability upon termination or expiration of this Schedule. Customer shall be responsible for all uses of PINs, pass codes or other access capability during or after the term hereof. Customer's use of any software component of the Service is limited to use with the Service, subject to and in strict compliance with the end user license agreement embedded in the software. Title and all other rights to the software shall remain at all times with Frontier or its suppliers. Customer is responsible for all costs and procedures associated with fraud, such as subscription fraud, cloning fraud, fraud associated with the use of the Service, hacking, or usage on lost or stolen devices that Customer has failed to notify Frontier should be deactivated.

iii. Customer is solely responsible for the security of its own networks, equipment, hardware, software and software applications, including security features for protection against unauthorized or fraudulent use of the Equipment or the Service. Customer is solely responsible for ensuring that all of Customer's data files are adequately duplicated and documented at all times. Frontier and its contractors are not responsible or liable for data loss for any reason. 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 the Frontier AnyWare or Frontier Internet access through Customer's hardware or software.

iv. **Frontier disclaims any express or implied warranty or condition that the Services prevent toll fraud, unauthorized access, loss or theft of electronic data, or invasion of privacy (collectively, "fraudulent activity"). Frontier shall have no liability to Customer in the event of such fraudulent activity.**

C. Acceptable and Fair Use. Customer shall comply, and shall cause all Service users to comply, with Frontier's **Acceptable Use Policy ("AUP")** and the **Frontier AnyWare Fair Use Policy ("FAFUP")**, each as may be modified by Frontier from time to time. The current AUP and FAFUP are available for review at the following address, subject to change: http://www.frontier.com/policies. **Customer is responsible for maintaining awareness of and adhering to the AUP and FAFUP as amended from time to time.** Failure to comply with the AUP or FAFUP is justification

for immediate suspension or termination of the Service, notwithstanding any notice requirement which may otherwise be outlined in the FSA.

D. Emergency 911 Service.

i. Customer acknowledges that IP phones and Softphones are portable and may be used at the Service Location or elsewhere. If the IP phone or Softphone is moved, Customer must call Frontier at 855-438-7273 to register the phone's new location for emergency calling purposes. There are additional charges for each new location that Customer would like to register phones. These locations must be ordered in advance, in order to properly register the phones' new location. **If the new locations are not ordered in advance, 911 calls will not be delivered to the correct Public Safety Answering Point ("PSAP") until the new location is ordered, configured in the system, and the phone properly registered to the new location.**

ii. Customer shall notify and inform each user that (a) 911 calls may not be delivered to the correct PSAP in some locations and that delays may occur in making a new location available through the PSAP's database; (b) 911 calls will be misdirected if the IP phone or Softphone is moved without registering its new location and that in such case if it becomes necessary for the user to seek assistance by using E-911 Service, any such call from an IP phone will identify such user's location as being at the prior location, and will be directed to the E-911 PSAP associated with the prior location, and not where the user is physically located, and (c) the IP phones cannot be used for any calls, including emergency calls, if the broadband connection used by the phone fails, or if electrical power is not available to power the phone. In addition, Customer is responsible for ensuring that any warning labels provided by Frontier outlining the limitations of 911 services over IP phones are placed on and/or near the equipment used in conjunction with the IP phone service.

iii. Customer is advised that the operation of e-911 requires accurate information be provided by Customer to Frontier for storage in Frontier's database, which Customer is solely responsible for updating. Further, Customer acknowledges and agrees that e-911 service will not be available, and Frontier assumes no liability: (a) if there is a power failure or some other type of failure of the equipment installed at the Service Location; (b) if there is a failure or congestion of the access connection (such as dsl or t-1 connection) or associated equipment provided to connect the Service Location to the VOIP service network; (c) if there is a failure or congestion of the VOIP network providing Customer's VOIP service, the public switched telephone network (pstn), the 911 service provider's network or the emergency services network; (d) if Customer is using the Services outside of the United States; (e) if Customer has moved the VOIP device, delayed in providing or failed to provide accurate location information to Frontier, or the information provided has not yet been updated by or is inaccurate; (f) if the Services have been disconnected or suspended for non-payment or any other reason; (g) for those circumstances under which 911 service may be limited to traditional 911 service rather than enhanced 911 (or 'e-911'). With e-911 the Customer address and callback information is automatically provided to the emergency services systems; or (h) failure of emergency services under certain circumstances, including but not limited to, those circumstances in which Customer is using call forwarding, call redirection or blocking services, and/or when the emergency callback number is configured to ring a phone at a different location than the Customer's VOIP device. If e-911 service is not available in Customer's area or at the time of the 911 call, then, the system may default to traditional 911 service and the Customer may be required to verbally inform the 911 call taker or emergency responder of their address and phone number.

iv. 911 service is offered solely as an aid in contacting an appropriate PSAP in connection with fire, police and other emergencies. **FRONTIER IS NOT RESPONSIBLE FOR ANY LOSSES, CLAIMS, DEMANDS, SUITS OR ANY LIABILITY WHATSOEVER, WHETHER SUFFERED, MADE, INSTITUTED OR ASSERTED BY CUSTOMER OR BY ANY OTHER PARTY OR PERSON FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON OR PERSONS, AND FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY, WHETHER OWNED BY CUSTOMER OR OTHERS, CAUSED OR CLAIMED TO HAVE BEEN CAUSED BY: (a) MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR OTHER DEFECTS IN THE PROVISION OF EMERGENCY 911 SERVICE, OR (b) INSTALLATION, OPERATION, FAILURE TO OPERATE, MAINTENANCE, REMOVAL, PRESENCE, CONDITION, LOCATION OR USE OF ANY EQUIPMENT AND FACILITIES FURNISHING THIS SERVICE, OR (c) CUSTOMER'S FAILURE TO NOTIFY FRONTIER WHEN A PHONE IS MOVED IN A TIMELY MANNER.**

v. **FRONTIER IS NOT RESPONSIBLE FOR ANY INFRINGEMENT OR INVASION OF THE RIGHT OF PRIVACY OF ANY PERSON OR PERSONS, CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE INSTALLATION, OPERATION, FAILURE TO OPERATE, MAINTENANCE, REMOVAL, PRESENCE, CONDITION, OCCASION OR USE OF EMERGENCY 911 SERVICE AND THE EQUIPMENT ASSOCIATED THEREWITH, OR BY ANY SERVICES FURNISHED BY FRONTIER INCLUDING, BUT NOT LIMITED TO, THE IDENTIFICATION OF THE TELEPHONE NUMBER, ADDRESS OR NAME ASSOCIATED WITH THE PHONE USED BY THE PARTY OR PARTIES ACCESSING EMERGENCY 911 SERVICE, AND WHICH ARISE OUT OF THE NEGLIGENCE OR OTHER WRONGFUL ACT OF FRONTIER, CUSTOMER, ITS SERVICE USERS, AGENCIES OR MUNICIPALITIES, OR THE EMPLOYEES OR AGENTS OF ANY ONE OF THEM.**

vi. Customer specifically acknowledges receipt of and understanding of these limitations on emergency calling capabilities. **Customer shall defend, indemnify and hold harmless Frontier from any loss, cost, expense or liability arising from or in any way related to Customer's failure to provide the required notices, or otherwise related to any use of E-911 Services, not caused by the negligence or willful misconduct of Frontier.**

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 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, the documents incorporated herein by reference, and all terms and conditions of the FSA comprise the entire agreement between the parties with respect to the Services described herein, and supersede 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.		**Town Of Cortland**	
Signature:	_____	Signature:	_____
Printed Name:	_____	Printed Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Frontier
FINANCIAL SOLUTIONS

Financial Options for Town of Cortland

We are pleased to provide you with the following monthly payment option(s) based on:

Term: 36 months

Acquisition Method	Payment
Shield (OpEx Lease)	$172

Pricing and Payments shown above do not include applicable taxes. An advance payment equal to two monthly payments is required at contract execution.

Our Recommendation: Shield
Considering the negative impact of investing capital in a depreciating asset, the benefits of an operating expense, the appeal of "X as a Service" solutions, and the potential for growth or change in your business, we recommend Shield.

What is Shield? This program provides more value and less risk than the typical payment options for hosted voice endpoint equipment. Unlike capital expense options such as a cash purchase, bank line, or traditional lease, Shield can be recorded as an operating lease which many find desirable because technology loses value so quickly. Key features include:

- **Solution Replacement Guarantee.**
  If new technology becomes available or your business needs change, the SRG allows an easy migration back to a premise solution. Your hosted solution equipment can be returned at any time during the contract term without penalty, hidden costs, or a rollover balance. The existing OpEx lease contract is forgiven and a new one issued for a new premise solution*.
- **Act of God Coverage.**
  You can be reimbursed up to $5,000 for your out-of-pocket insurance deductible cost* in the event of a natural disaster including hurricane, earthquake, flood, lightning, or tornado.
- **Flexible End-of-Term Options.**
  Select a renewal term and continue to use with a reduced monthly payment, or return the equipment at the end of your initial term.
  - 12 month renewal 15% reduction in payment
  - 36 month renewal 50% reduction in payment

** SRG and "Act of God" Coverage are both guaranteed in writing. The specific details and requirements are stated in the agreement with the customer. Proposed quote expires after 60 days and is subject to change pending a formal credit review and scope of work analysis.*

EQUIPMENT PURCHASE, INSTALLATION, MAINTENANCE SCHEDULE
Business
Frontier Confidential

This is Schedule Number S-0000087074 to the Frontier Services Agreement dated 08/10/2016 ("FSA") by and between **Town Of Cortland** ("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.

Customer Information:

Installation Site:	100 S LLANOS STCORTLAND,Illinois,60112-	**Schedule Date:**	8/10/2016
Billing Address:	if different from Installation Site	**Requested Install Date:**	**September 09, 2016**
Single Point of Contact ("SPOC"):		**Phone:**	**815-756-9041**

Equipment Purchase and Installation Services:	**Payment**
Equipment and associated products specifically identified in **Attachment 1**	**$ 4,005.26**
Installation Services as specified in **Attachment 2: Scope of Work ("SOW")** (including adjustments from Section 6 of Attachment 2, if applicable)	**$ 1,001.02**
Total Payment:	**$ 5,006.28**
Payment Schedule:	100% on Acceptance

Frontier reserves the right to invoice Customer for all costs incurred, if Installation Services are stopped, delayed, or rescheduled for more than 45 days, whether due to a request by Customer or as a result of a failure of Customer to meet the responsibilities outlined in Attachment 2.

*** 9-1-1 Equipment Payment Plan**: 25% on mutual execution of this Schedule, 50% on shipment of Equipment, and 25% upon Acceptance.

Maintenance Services: as further described in **Attachment 3**	**Payment Amount** monthly, annually or pre-paid based on selected Payment Schedule
AnyWare Plan for the Equipment purchased pursuant to this Schedule	$ 387.69
Software Assurance	$
Monitoring & Notification	$
On-Site Technician – full time	$
On-Site Technician – part time (hours/)	$
Voice Mail Systems	$
Overhead Paging Systems	$
Call Center Systems	$
Payment Notes: **Maintenance Service Total:**	**$ 387.69**
Payment Schedule:	**pre-paid**
Service Term:	**3 years**

Lease/Financing Option: **NO** ☐

YES ☒ (if checked **the Payment Schedule will be 100% on Acceptance**, and the following terms apply)

Customer has entered into a financing agreement with Tamco ("Lender"). Frontier will exercise commercially reasonable efforts to cooperate with Lender, and will accept Lender's payment pursuant to this Schedule on Customer's behalf. Upon Frontier's receipt of payment in full for the Equipment from Lender, Customer shall have no further interest in, or right to the Equipment except such interest as is set forth in any financing agreement between Customer and Lender. Notwithstanding the foregoing, Customer acknowledges and agrees that it is solely responsible to Frontier for the terms and conditions of this Schedule and Frontier is not responsible for, and bears no risk with respect to such financing agreement, including but not limited to Lender's approval or rejection of Customer's creditworthiness, or the performance under any such financing agreement by any party thereto. In the event Lender does not approve or otherwise fails to assume responsibility for payment, Customer will remain responsible to Frontier for all of the terms and conditions (including but not limited to charges) outlined in this Schedule.

1. Acceptance. Customer will execute a certificate of acceptance ("COA") upon Frontier's completion of installation activities, or the Equipment will be deemed accepted five (5) days following Frontier's completion of installation activities if Customer has not notified Frontier of a material problem related to such Equipment or the Installation Services identified in the SOW ("Acceptance"). Customer will sign the COA if Customer has beneficial use of the Equipment. If there are minor pending items, the COA will be signed with a list of exceptions (punch list), and Frontier will follow up on the punch listed items in a timely manner following the Acceptance. The Service Term for Maintenance Services begins on the date of Acceptance.

2. Manufacturer Requirements. 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 **all applicable licenses are subject to the manufacturer's end user license terms and conditions**.

3. Title. Frontier retains title to the Equipment until the NRCs identified above are paid in full. Customer grants a security interest in the Equipment to Frontier, pending full payment, and shall take all additional measures necessary to perfect such security interest at Frontier's request.

4. Warranty.

a. Equipment. All 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.

b. Services. Frontier warrants that any cables and connectors, provided by Frontier as a result of installation, between the Equipment and any other equipment at the Installation Site will be in good working order for a period of thirty (30) days after installation; provided, however, that any failure of such cables and connectors is not caused by Customer's misuse or abuse.

c. **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 ANY PARTICULAR PURPOSE OR FUNCTION, TITLE OR NONINFRINGEMENT OF THIRD-PARTY RIGHTS.**

5. Insurance. While Customer (or Lender if applicable) holds risk of loss and until title for any piece of Equipment purchased hereunder passes to Customer, Customer shall maintain insurance with limits sufficient to cover the replacement cost of the Equipment, issued by reputable and financially sound insurance companies authorized to do business in the state where the Equipment is located and with an A.M. Bests Rating of A IX or better. THE INSURANCE COVERAGE LIMITS SHALL IN NO ANY WAY RESTRICT OR DIMINISH CUSTOMER'S LIABILITY UNDER THIS SCHEDULE. Customer will submit to Frontier a standard "Accord" insurance certificate (or comparable form acceptable to Frontier) signed by an authorized representative of such insurance company(ies), certifying that the insurance coverage(s) required hereunder are in effect for the purposes of this Schedule. Said insurance certificate shall certify that no material alteration, modification or termination of such coverage(s) shall be effective without at least 30 days advance written notice to Frontier. All policies shall name Frontier as Additional Insured as respects Customer's liability under this Schedule. Customer's insurance shall be considered primary and not excess or contributing with any other applicable insurance.

6. Remedies for Default. In the event of Customer's default hereunder or termination for any reason prior to Frontier's receipt of payment in full, Frontier shall have the following remedies: (a) to retain any payments made as liquidated damages; (b) to enter upon the Installation Site or other premises, and remove all or any part of the Equipment; (c) to sell, lease or otherwise dispose of all or any part of the Equipment either before or after repair, at public or private sale, for the account of the Customer, Customer to be liable for the cost of repair and any deficiency; (d) at its option, with notice required by law, to retain all or any part of the Equipment in satisfaction of the indebtedness of Customer; (e) to commence, continue or defend proceedings in any court of competent jurisdiction for the purpose of exercising any of the rights, powers and remedies set out herein; and; (f) to enforce any other right or remedy that Frontier may have under this agreement or by law.

7. Change Management Process. Customer may request changes in or additions to this Schedule by completing a Change Order form (provided by Frontier) and submitting such form to Frontier for review. Frontier will comply, to the extent feasible, with requested changes; provided that if Frontier determines that such changes cause an increase or decrease in the cost of or time required for performance of the work, Frontier will advise Customer thereof and such adjustments shall be reflected in Frontier's response to the Change Order. The Change Order will not become effective unless and until mutually agreed and executed by both parties. If the Change Order results in additional charges, Frontier will begin work in response to an executed Change Order only after Frontier has received a Purchase Order for the additional work. All executed Change Orders will be subject to the terms and conditions of the FSA, and this Schedule.

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 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 Equipment or Service. This Schedule, the documents incorporated herein by reference, and all terms and conditions of the FSA, comprise the entire agreement between the parties with respect to the purchase of Equipment and Services described herein, and supersede 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.	**Town Of Cortland**
Frontier's Signature:	***Customer's Signature:***
Printed Name:	**Printed Name:**
Title:	**Title:**
Date:	**Date:**

Attachment 1

*Only specifically identified Equipment and Licenses identified in this Attachment are included.

Frontier AnyWare Material			Valid Until:	9/26/2016
QTY	Part #	Description	Unit Price	Total Price
		Total AnyWare Material Summary		$4,005.26
		Labor Summary		$1,001.02
		Frontier AnyWare Activation Charge		$0.00
		Post Warranty Annual Maintenance Summary		$387.69
1		Total Upfront Cost		$5,393.97
1		Frontier AnyWare Monthly Service Charge		$329.80

Attachment 2
Scope of Work
Installation Services

1. **Overview.**

a. This Scope of Work ("SOW") outlines the services and deliverables Frontier will provide as part of the Installation Services. In addition, this SOW outlines the roles and responsibilities of Frontier and Customer with respect to the Installation Services, and the key dependencies upon which this SOW is based.

b. During the installation process, Frontier will work closely with Customer on a consultative basis to ensure the successful completion of this SOW. **This SOW outlines all services and deliverables covered by the compensation outlined in the Schedule.** Any requested changes or additions to this SOW may only be accommodated according to the change management process outlined in Section 7 of the Schedule.

c. The services and deliverables described in this SOW are designed to properly configure the Equipment according to manufacturer specifications. In addition, all work performed by Frontier pursuant to this SOW will comply with manufacturer-recommended installation procedures.

d. The work described under this SOW will begin on a date mutually agreeable to Customer and Frontier. The start date will be determined following full execution of both the Schedule incorporating this SOW and the underlying Frontier Service Agreement.

2. **Key Assumptions.** This SOW and related pricing are based on the following key assumptions. If these assumptions are not met, changes in project scope, pricing and/or schedule may be required in order to satisfy project objectives.

a. Hours. All work will be performed during normal business hours (8:00am – 5:00pm local time, excluding holidays).

b. Installation. Customer is responsible for providing and configuring all routers, switches, and servers necessary for installation of the Equipment. Frontier is not responsible for anything outside the scope of this SOW, unless outlined in a mutually agreed Change Order to this SOW.

c. Wiring. Wiring is in place, easily accessible, in proper working order, properly identified on both ends and within reach of the provided 2m patch cord for IP devices or the provided 12' line cord for digital devices of the set location is to be placed for this installation. Unless otherwise specifically agreed in Section 6 or a Change Order, installation and/or repair of wiring is not included in this SOW.

d. Standards. All routers and switches supporting a VoIP System must meet industry standards for Quality of Service (QOS).

e. Installation Site. Customer will ensure that the installation site is prepared for and compatible with the installation services and operation of the Equipment, including but not limited to the following:

FAW service requires a stable internet connection. Customer will use existing connection to IFiber which will be available during scheduled installation.

f. Scheduling. Frontier resources will be assigned and scheduled based on availability. An initial project meeting will be held with the Frontier implementation team and Customer-designated representatives. During this meeting critical implementation milestones will be determined. If applicable a Frontier-assigned Project Manager will be responsible for maintaining the master project schedule. Installation Services will be performed during regular business hours (8 a.m. to 5 p.m. local time) unless otherwise outlined in Section 6.

g. Cut-Over. Installation Services by Frontier will be completed in one (1) single continuous phase, unless a "multi-phased" implementation is requested by Customer and agreed per Section 6 or Change Order. In the event a multi-phased implementation is requested, additional charges will apply.

h. Removal of Existing Equipment and Infrastructure. Frontier is not responsible for removal, disposal and cleanup of existing cable, telephony and associated equipment (e.g., power supplies, racks, blocks, etc.), unless specified in Section 6.

i. Out-of-Scope Services. For clarification, anything not expressly identified in this SOW as provided by Frontier is out-of-scope, including but not limited to the following:

- Hardware, software, telecommunications or network technology not included in the original design.
- Installation and configuration changes that result from site additions or relocations that were not included in this SOW.
- Delays of more than one half (1/2) hour resulting from Customer's failure to meet its responsibilities.
- Additional site visits required by Frontier personnel as a result of changes in Customer requirements or Customer's failure to meet its obligations.

3. **Frontier Responsibilities.**

a. Scope. Frontier will perform the following installation Services:

Frontier will install and program 2 Mitel 5304 IP handsets, 6 5320 IP handsets, and 6 5330 IP handsets.

b. Performance of Work. Frontier will install the Equipment. Installation Services will be performed in a workmanlike manner consistent with manufacturer-published specifications and practices. Workmanship will comply with applicable NEC (National Electric Code) and TIA (Telecommunication Industries Association) standards.

c. Miscellaneous. Frontier is also responsible for the following:

- Provide status to Customer SPOC per a mutually agreed schedule.
- Provide installation, configuration and testing of Equipment & licensed software.
- End user training per Section 5.
- Basic system administration training per Section 5.
- Provide system documentation to Customer.
- Provide support contact information to Customer to respond to questions during the installation project.
- Prior to the scheduled installation date, Frontier will provide manufacturer and/or Equipment and license specific requirements for QoS, DHCP, application and integration with respect to the design and configuration to which Customer's network must adhere.
- Confirm that all shipped Equipment to the Installation Site aligns with the Parts List ordered by Frontier on behalf of the Customer.

4. **Customer Responsibilities:** Customer is responsible all network elements not specifically identified in this SOW as a Frontier responsibility, including but not limited to the following:

- Provide a qualified SPOC responsible for communicating Customer's requests to Frontier, and assume responsibility for all requests for modification.
- Ensure that Customer Information Technology resources will be available as required by Frontier.
- Provide Frontier employees or representatives access, escort, suitable work space and safety training (if required by Customer).
- Actively and promptly assist in database gathering and providing all information required by Frontier for installation purposes.
- All data network requirements (hardware and software), except as otherwise specifically ordered through Frontier.
- All voice and data wiring, except as specifically outlined in this SOW or a separate Frontier Schedule. Any required modifications/adds/repairs during the installation project are billable.
- QoS for VoIP systems
- Administrative formal training for Customer employees, unless ordered through Frontier.
- Manage and coordinate 3rd party vendors, as necessary, to allow the installation project to proceed as scheduled.
- All manufacturer recommended environmental, HVAC, power and grounding requirements.

- All patch cables that are required with the exception of the single 2m (6.5') patch cord provided with each IP device or a single 12ft line cord for each digital phone.
- Ensure that all network equipment, configurations, cabling, power and grounding requirements are completed prior to installation start date.
- Provide Frontier with two (2) copies of current floor plans of the Installation Site that identify the placement of all cable plant, desktop devices, voice mailbox users and PCs as applicable to Frontier's installation responsibilities hereunder. These floor plans must be signed to indicate their completeness and accuracy. If cable records are inaccurate or unavailable, Frontier will require the purchase of cable "Tone & Testing" to generate updated cable plant and cross-connect records.
- All drilling at the Installation Site with the exception that Frontier will complete any drilling to secure required Equipment racks.
- Ensure all servers and computers supplied by the Customer meet the hardware and software specifications for all application software purchased.
- Provide Frontier with all required information to successfully integrate Installed Equipment and any OEM equipment supplied by the Customer.
- Provide a secure location for Equipment shipped to the Installation Site and sign required documentation (e.g. packing slip) to confirm receipt of ordered Equipment at the Installation Site. Upon signing the required documentation, the Customer is responsible for all Equipment.
- Wiring, cabling and connection to interface(s) of 3rd Party vendor equipment associated with the Installation (including headsets)
- Provide a minimum of two (2) static IP addresses for each installed system.
- Provide a working wire line telephone in or near the room of installed Equipment.
- Provide adequate conduit, duct and trough availability for required cabling associated with the installation.
- Prior to Project implementation, identify and remove all contaminated areas from asbestos or other hazardous materials. If Frontier discovers contaminated areas during Installation, Frontier will cease all Project activity until all hazardous materials are removed. Customer is responsible for all costs associated with removal of hazardous materials and additional costs incurred from Project delays due to the removal of hazardous materials.

5. **Training.**

a. Frontier will provide end user training for installed Equipment, as applicable, using one or a combination of the following methods: on site, virtual leader lead, or web based self paced. Any onsite training will be conducted in one single continuous phase. In the event that multi-phased training is requested, additional charges will apply and must be noted in Section 6.

b. Customer will (i) work with Frontier to identify a training time and date, (ii) provide a suitable on-site training facility for training classes, and (iii) identify the class participants and ensure their participation. The training room must be adequately cabled for installation of the training room phones. The parties will mutually agree to a date and time for the training class. Frontier is responsible for providing the training room phones (if applicable), and providing Customer with a copy of the training materials. If training is delayed by Customer for any reason, or by Frontier as a result of Customer's failure to provide a reasonable number of attendees per class (in Frontier's reasonable determination), additional charges will apply.

c. Training for digital and VoIP telephones will not exceed one (1) hour of training for every 12 telephones purchased, and the following basic administration training will also be provided by the installing technician at the time of installation:

- How to login / reset user password on system
- How to set up a new extension
- How to remove an extension
- How to reset a VM password

6. **Exceptions and Additional Scope Elements.** Notwithstanding anything otherwise stated, Frontier will perform the following non-standard installation tasks as part of is SOW and/or Customer will assume responsibility for the standard installation tasks identified below. Line item NRCs below, whether additional NRC related to Frontier's performance or a reduction in the NRC based on Customers assumption of responsibility, are incorporated into the overall NRC represented in the Schedule.

Frontier will perform the following non-standard tasks:	Additional NRC
	$
	$
	$
	$
Customer assumes responsibility for (and Frontier will NOT perform) the following standard tasks:	**Reduced NRC**
	$
	$
	$
	$

Attachment 3
Maintenance Services

SERVICE DESCRIPTION	BASIC PLAN	ENHANCED PLAN	PREMIUM PLAN	PREMIUM PLUS PLAN	ANYWARE PLAN	911 PLAN	MONITORING & NOTIFICATION	FULL OR PART TIME ON SITE TECHNICIAN
Maintenance Hours	8 x 5 (M - F excluding Holiday)	8 x 5 (M - F excluding Holiday)	7 x 24 x 365	7 x 24 x 365	7 x 24 x 365	7 x 24 x 365		Negotiated
Moves, Adds, Changes	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Yes
Equipment Repair and Return	PBX & Key Systems	PBX & Key System & all station equipment	PBX & Key System	PBX & Key System & all station equipment	All station equipment	All Purchased Equipment		PBX & Key Systems & all station equipment
Alarm Monitoring & Notification	PBX Only	PBX Only	PBX Only	PBX Only	None	None	PBX Only	PBX Only
Preventive Maintenance	System Backups PBX & Key Systems (if capable) either remotely or on-site	System Backups PBX & Key Systems (if capable) either remotely or on-site	System Backups PBX & Key Systems (if capable) either remotely or on-site	System Backups PBX & Key Systems (if capable) either remotely or on-site	None	None	System Backups PBX & Key Systems (if capable) either remotely or on-site	System Backups PBX & Key Systems (if capable) either remotely or on-site
Software Assurance	Available for an Additional Charge	Available for an Additional Charge	Available for an Additional Charge	Available for an Additional Charge	None	Available for an Additional Charge		Available for an Additional Charge
Customer Portal	Yes (Monitored Device Only)	Yes (Monitored Device Only)	Yes (Monitored Device Only)	Yes (Monitored Device Only)	None	None	Yes (Monitored Device Only)	Yes (Monitored Device Only)
Response Time	Major – 2 hours	Major – 2 hours	Major – 2 hours	Major – 2 hours	Major – 2 hours	Major – 2 hours		
	Minor - Next Business Day	Minor - Next Business Day	Minor - Next Business Day	Minor - Next Business Day	Minor - Next Business Day	Minor - Next Business Day		

Service Limitations and Conditions:

- Maintenance Service does not include any level of support related to wiring, telephone jack(s), batteries, generators or UPS units.
- Customer is responsible for ensuring that all equipment is at current manufacturer supportable software release prior to Frontier providing maintenance Services.
- A Network Monitoring Probe is required for all monitored equipment, unless Frontier specifically waives this requirement.
- Preventive Maintenance will be provided remotely or on site
- "Response" means remote restoral efforts or technician dispatch
- Frontier is not responsible for damages due to acts of god, power or grounding issues, battery failure, water, environmental (temperature/humidity), or any other cause outside its control.
- System Administration and Voice Mail password activity are not included with Maintenance Services, but may be requested by Customer and subject to current time and materials rates.
- Maintenance Services provided outside of Maintenance Hours at Customer's request will be charged at current time and materials rates.

1. Frontier will provide maintenance and repair services with respect to the Equipment ("Maintenance Services") at the Installation Site. Only authorized agents and representatives of Frontier may perform such work. Any repair, alteration, configuration or servicing of the Equipment by Customer or third parties without the written consent of Frontier is a default of this Agreement and cause for termination of Maintenance Services, in whole or in part, at Frontier's option.

2. During the Service Term, Frontier will maintain a point-of-contact twenty-four (24) hours a day, seven (7) days a week for Customer to report a problem with the Equipment to Frontier. When a problem occurs, after Customer has ascertained that it is not a result of an act or omission of Customer, Customer's equipment or facilities, or any third party or their facilities, Customer must contact Frontier to identify the problem and initiate an investigation ("Trouble Ticket"). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate Frontier departments will initiate diagnostic testing and isolation activities to determine the source and severity of the problem. Frontier and Customer will cooperate to restore the Equipment to operational condition. If the source of the problem is within the Equipment, Frontier will be responsible for the repair or replacement of the Equipment, in Frontier's sole discretion. If the source of the problem is not the Equipment, at Customer's request Frontier will cooperate with Customer to conduct testing and repair activities, subject to Frontier's standard technician rates.

3. Frontier will exercise commercially reasonable efforts to isolate any problems with the Equipment and to restore such Equipment to ordinary operational condition within the Response Time, identified in the Service Description table above, following receipt of Customer's notification that the Equipment is inoperative.

   a. A Trouble Ticket will be categorized as "Major" if fifty percent (50%) of the system's stations or trunks are inoperable, or Customer is experiencing a complete loss of call processing. Frontier will use commercially reasonable efforts to respond to Customer's request within two (2) hours from the time a Trouble Ticket is initiated, and will complete the necessary repairs to the Equipment as soon as reasonably practicable.

   b. All other Trouble Tickets will be categorized as "Minor", and Frontier's policy is to respond to Customer's request during Frontier's normal weekday business hours, Monday through Friday, excluding holidays, within one (1) business day from the time a Trouble Ticket is initiated, and will complete the repairs as soon as reasonably practicable.

   c. Customer may request Maintenance Services be performed after Frontier's normal weekday business hours, and under such circumstances Maintenance Services will be billed to Customer at Frontier's then current overtime hourly rate plus expenses.

4. If Frontier, in its sole discretion, determines that a unit of Equipment needs to be replaced, such Equipment will be replaced with equipment of like kind and functionality from a manufacturer of Frontier's choice at the time of replacement ("Exchange Unit"). The Exchange Unit may not be new but will be in good working order and of like kind and functionality. If Customer owns the Equipment, at the time of exchange title to the Exchange Unit will transfer to Customer, and Frontier will assume title to the replaced unit. The replaced unit will be returned to Frontier's inventory at Frontier's expense. Customer shall ensure that the failed Equipment is free of encumbrances at the time of the exchange. Customer further agrees to remove all external attachments or objects from the unit of equipment to be replaced before the time of exchange. Customer relinquishes all rights to such removed Equipment to Frontier.

5. Maintenance Service does not include or apply to: (i) electrical work external to the Equipment, including but not limited to power or back-up power to or from the Equipment; (ii) Equipment failures caused by factors not related to the Equipment or outside Frontier's control, including but not limited to failure of the applicable Installation Site to conform with Frontier's specifications; (iii) use of the Equipment for any purpose other than as intended by the manufacturer; (iv) damage caused by attempted maintenance or repairs performed by anyone other than an Frontier employee or representative; (v) Equipment supplies, accessories, painting, or refurbishing; and (vi) any activity related to anything not furnished by Frontier, or use of Equipment with other equipment which fails to conform to manufacturer or Frontier specifications.

6. Frontier may modify any of the maintenance charges at any time during the term of this Agreement by providing thirty (30) days prior written notice to Customer. Frontier may elect to assign billing functions to a third party.

7. Customer agrees that the 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.

8. If Maintenance Services are subject to an annual payment schedule, the initial annual payment will be included in the initial invoice and Frontier will invoice each subsequent annual payment approximately thirty (30) days prior to the anniversary of the date of Acceptance.