Residential Internet Service Agreement Terms and Conditions

THIS DOCUMENT IS A LEGALLY BINDING AGREEMENT AND DESCRIBES THE TERMS AND CONDITIONS PURSUANT TO WHICH FRONTIER ("Frontier" or "we") WILL PROVIDE YOU WITH INTERNET SERVICES AND RELATED EQUIPMENT. THIS AGREEMENT REQUIRES THAT ANY DISPUTE BE RESOLVED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS RATHER THAN LAWSUITS, JURY TRIALS OR CLASS ACTIONS, AS EXPLAINED MORE FULLY BELOW.

BY USING OR PAYING FOR FRONTIER SERVICES, YOU ARE AGREEING TO THESE TERMS AND CONDITIONS.

Scope of Services

For purposes of this Agreement, "Service," "Services" or "Broadband Services" means the service provided by Frontier that allows you to access the Internet, and offers you a capability for acquiring or retrieving information from, generating, storing, transforming, processing, or utilizing information on, or making available information to other Internet end points connected directly or indirectly to, the Frontier network. Services or Broadband Services include (whichever applies): DSL-based Internet services; fiber-based Internet services, including Frontier Fiber Internet and Frontier Internet; Fixed Wireless Broadband; and, in some locations, Wi-Fi access. Services may be provided directly by Frontier or through resale, agent, or other arrangements Frontier has made with third parties and where provided by third parties are subject to your acceptance of third party terms, including third party terms and policies related to the use of your information. By using or paying for the Service, you are agreeing to the terms and conditions in this Agreement.

If you subscribe to Frontier residential VoIP (Voice over Internet Protocol) or Frontier Unlimited Digital Voice Service, the term "Services" shall include Frontier residential VoIP or Frontier Unlimited Digital Voice Service, as applicable, and the terms of this Agreement, the additional terms and conditions in Exhibit A ("Frontier Residential VoIP and Unlimited Digital Voice Service Terms of Service") and the Frontier Residential VoIP and Unlimited Digital Voice Terms of Service also apply.

References to "Frontier," "we" and "us" and to "you" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of Frontier Service or Broadband Services under this or prior agreements between us or our predecessors in interest.

Acceptance of Agreement and Incorporated Terms

By accepting this Agreement, you or anyone accessing the Services are bound by these terms and conditions. Your acceptance of this Agreement begins when you (a) accept this Agreement digitally or verbally (during submission of your order, delivery of your order confirmation, account activation, or otherwise), or (b) you commence use of or payment for the Services.

This Agreement includes the terms and conditions for Bundled Offers and Term Arrangements, including pricing, duration and any applicable ETF, all as made available to you when placing or confirming your order. It also includes our Privacy Policy, our General Terms and Conditions for Residential Services, and other policies and materials specifically referred to in this Agreement, all of which are incorporated by reference.

THIS IS A CONTRACT. PLEASE READ THESE TERMS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AND OURS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICE AND CONTACT US IMMEDIATELY TO TERMINATE IT.

Bundled Services and Term Arrangements

Frontier may provide discounted arrangements, including gifts or promotions, to customers who purchase multiple eligible services at the same time ("Bundled Services") or commit to a minimum time-period term contract arrangement ("Term Arrangements"). If you subscribe to a Bundled Services plan with a term commitment, you agree to maintain such Bundled Services for the minimum term of that plan. You understand and agree that you must continue to purchase all Bundled Services, without change, for the minimum term agreed upon to receive any promotional offer, discounted rates, gifts or other incentives. You agree that if you change or discontinue any part of a Bundled Services plan, you may lose all promotional pricing, discounted rates, gifts or other incentives associated with the Bundled Services plan, that the price for each individual Bundled Service may increase, and that any changes will constitute a failure to fulfill the minimum term agreed upon to receive the promotional rate, discount, gift or other incentive. If applicable, the term commitment will automatically renew for the same time period at then applicable rates each time it expires unless you notify Frontier or we notify you of termination before the term commitment period ends. At the end of a term, different Service and equipment charges may apply going forward. If you do not fulfill your commitment for the minimum term (or, if renewed, the renewal term), as agreed at the time you ordered

service, you will be liable for and agree to pay to Frontier the applicable early termination fee ("ETF") charge.

Unless otherwise specified in a Term Arrangement, Services are provided on a month-to-month basis, at our then-current monthly pricing. Unless otherwise prohibited by law, Frontier may, in its sole discretion, cancel your month-to-month Services at any time by giving you thirty (30) days' notice. Frontier's right to cancel your month-to-month Services shall apply regardless of promotional pricing, discounted rates, or other incentives.

Service Charges

The applicable charges for the Services, including equipment charges, are described in the information made available to you when placing or confirming your order for the Services. Your invoice may also contain certain other charges (including, without limitation, taxes and other fees and charges such as account activation, equipment delivery and handling fees, installation charges, technician service charges, and Frontier-initiated surcharges and fees, including a Frontier- imposed HSI Surcharge, a disconnection order processing fee, administrative or reactivation fees, a paper billing fee, or other cost recovery assessments, interest on past due balances, returned payment fees, ETFs, equipment charges and fees and other nonrecurring or recurring charges) and you agree to pay such other charges by the due date set forth in your monthly invoice. You will be responsible for payment of technician service charges for visits by Frontier or its subcontractors to your premises when a service request results from causes not attributable to Frontier. It is your responsibility to review your bill carefully and contact Frontier within thirty (30) days after receiving it if there are any charges you dispute or that are inconsistent with the information provided to you at the time you placed an order for Service. Unless otherwise prohibited by law or guaranteed by a Price Protection Plan (PPP) with Frontier, Frontier may, at any time and in its sole discretion, change or modify the monthly rates, fees and surcharges you are billed for Services, including any additional charges or fees for equipment. We may notify you of any such changes by posting notice on the Frontier website, by sending notice via e-mail or postal mail, or by a bill message or insert or as described in the Notices section, below. Continuing to use the Service after notice of a change is acceptance of the change. If you do not agree to the change made by Frontier, you must stop using the Service and notify Frontier. The waiver of any fees or charges is at our discretion.

A monthly fee may apply if you choose to receive a paper bill. You can receive a discount for this fee by enrolling in Frontier's Paperless Billing program. If you enroll in Frontier's Paperless Billing program, you agree to view and pay your bill electronically

each month and to promptly update your e-mail address with Frontier if it changes. You will no longer receive a paper bill. Instead, each month you will receive an e-mail notifying you that your bill is available online for viewing and payment. You must continue to pay your paper bill until you receive your first e-mail notification that your bill is available online. If your electronic payment is rejected for any reason, Frontier may charge a return item fee (where permissible), cancel your enrollment in the Paperless Billing program and resume sending you paper bills.

Frontier will bill you monthly for all charges associated with the Service. Payment in full is due no later than the due date indicated on your bill. You are responsible for paying any taxes, surcharges, fees and assessments imposed from time to time in connection with these Services. Frontier may, in its sole discretion, retroactively bill you for Services, taxes and other fees and charges if it determines the prior billing was missed, incomplete or incorrect. If you have authorized payment by credit card or by debiting a bank account, no additional notice or consent is required before we invoice the credit card or debit the bank account for all amounts due to us for any reason. We may accept late payments, partial payments or any payments marked as being "paid in full" or as being settlement of any dispute without losing any of our rights under this Agreement. You agree Frontier may charge you a convenience fee associated with a customer service representative processing your payment. You may enroll in Frontier Online Bill Pay service to pay your bill. If you do not enroll in Frontier Online Bill Pay service, you may be subject to additional fees and charges, and Frontier may remove any related discount. Online bill pay service is subject to Frontier's Online Bill Pay Terms & Conditions. A reasonable handling charge, up to $35.00 depending on the state in which you subscribe to Service, will be assessed for all checks returned for insufficient funds, closed account, or any other insufficiency or discrepancy. A late payment fee at the rate of 1.5% per month or the highest rate allowed by law may be applied to any unpaid amount after the payment due date. This late payment fee will be in addition to and not in lieu of any other remedies we may have hereunder or under the law. If we do not receive notice of a payment dispute within ninety (90) days after your receipt of a bill, the bill will not be subject to further challenge by you.

Frontier may evaluate your credit history before modifying or providing you Service. In order to establish an account with us and/or obtain or modify the Service, you hereby authorize us to obtain a report from a consumer credit agency and to exchange information with others in connection with determining your creditworthiness. Frontier or its agents may report information about your Service account, including unpaid balances, to credit bureaus. If you are late or delinquent in any payment to us, you also authorize us to report any late payment or nonpayment to

consumer credit reporting agencies. Late payments missed payments or other defaults on your account may be reflected in your credit report. We may also charge you a reactivation fee or decline to reinstate Service if Service is suspended or terminated. In the event we utilize a collection agency or resort to legal action to recover an unpaid balance, you agree to reimburse us for all expenses incurred to recover such unpaid balance, including reasonable attorneys' fees and costs. You expressly authorize, and specifically consent to allowing, Frontier and/or its outside collection agencies, outside counsel, or other agents to contact you in connection with any and all matters relating to unpaid past due charges billed by Frontier to you. You agree that, for attempts to collect unpaid past due charges, such contact may be made to any mailing address, telephone number, cellular phone number, email address, or any other electronic address that you have provided, or may in the future provide, to Frontier.

You authorize Frontier to use outside payment processing agencies or other companies for purposes of paying any refund owed to you. You agree that we or the outside payment processing agency or other company that is responsible for your refund may determine in our or, if applicable, their sole and absolute discretion the form of any refund that we issue to you under this Agreement, and such form may include a credit on your next statement, a check, or a prepaid debit card.

Some customers may receive the Services through a special arrangement with their property owner, property manager or association. If you have such an arrangement, this Agreement shall apply to the Services, except that Frontier may not directly charge you for the Services provided to you as part of the special arrangement. You will be responsible for fees and charges associated with additional Service orders. You may also have an additional agreement or contract with your property owner, property manager or association that covers any special arrangement. Any such additional agreement or contract is outside the terms of this Agreement and Frontier is not responsible for nor bound by the terms of any agreement you may have with your property owner, property manager or association.

Frontier Accounts

You may need to set up one or more accounts (“Frontier Account” or “Account”) in order to purchase or use products and Services. You are responsible for ensuring that any information you provide us in connection with your Frontier services, including contact information and billing information, is accurate and remains current. You are responsible for any activity that occurs on or through your Frontier Accounts. We do not guarantee the security of your Accounts, and you are responsible to ensure that your credentials for accessing or using your Accounts, such as your

passwords, personal identification numbers, social security number, or other personal information are secure. If you learn of any unauthorized use of any Frontier Account for any Frontier Service, please contact us immediately.

Use of Service

All use of the Service must be lawful. You agree not to use or to allow others to use the Service for illegal or inappropriate activities, including but not limited to: invading another person's privacy; unlawfully using, possessing, posting, transmitting or disseminating obscene, profane or pornographic material; posting, transmitting, distributing or disseminating content that is unlawful, threatening, abusive, harassing, libelous, slanderous, defamatory or otherwise offensive or objectionable. Customers may not retransmit the Service or make the Service available to anyone outside the premises (i.e. Wi-Fi or other methods of networking). Customers may not use the Service to host any type of commercial server.

Network Management, Acceptable Use and Wi-Fi Service

Your use of the Service is subject to Frontier's Network Management Policy and Acceptable Use Policy, posted at frontier.com/corporate/policies. You agree to comply with these policies, which Frontier may modify at any time. In addition, customers must comply with all Frontier network, bandwidth, data storage and usage guidelines in this Agreement and Frontier's policies. Customers whose use of the Services violates any of the provisions of this Agreement or Frontier's policies may have Service terminated without notice. Frontier, at its sole discretion, may suspend, terminate or apply additional charges to the Service if Service usage by the Customer is determined, by the Company, to be excessive or abusive in any manner. Further, with the rise in spam, viruses and other instances of malware found on the Internet, Frontier reserves the right to restrict or block known ports that in the past have allowed for the transfer of spam, viruses, and other malware.

Service Speed and Availability

The Service speeds or bandwidth identified in Frontier's marketing materials and/or other communications with you reflect Service capability speeds in Service speed tiers. The Service tiers may be denoted by a name, and/or by a number that identifies the high-end of that Service tiers maximum speed range delivered to our demarcation point at your home. **The maximum or high-end of the speed range in a Service tier represents the potential wired maximum speed capability in that Service tier for the Service up to entry into Your premises at the network interface device (NID) or optical network terminal (ONT), but is not a statement,**

representation or guarantee of the maximum speed you will receive. Some applications such as a short email without attachments or basic Web browsing do not require high speed service capability to function optimally, while other activities such as transferring large data files can be performed faster with higher speed services. The speed capability of the Service plan you purchase may not be suitable for some applications, particularly those involving high-bandwidth uses such as streaming video or video conferencing.

Bandwidth is provided on a per-line (not a per-device) basis. The maximum speed you will receive will depend on a multitude of factors, including, among other things: the type of cable facilities (fiber versus copper) and equipment used to provide Services, distance of your premises from our nearest remote terminal or central office; and number of other users on the portion of our network that connects you to the remainder of our network or the Internet; interference; the wiring connecting to the NID or ONT and inside your premises; and the number, type, operating system, age and configuration of the modem, router and devices connecting to and using the Service and the type of use. Furthermore, the speed you receive at a point in time may vary and may be less than or exceed your maximum speed, depending on, among other things, the composition of the information or files you are accessing, usage, and traffic on the Internet, the server with which you are communicating, and the networks you and others are using when communicating.

Frontier makes no promise or warranty, express or implied, that you will be able to download or upload data at any particular speed. If you are dissatisfied with the speed of Service you are receiving, you must contact Frontier in writing to the addresses identified in the Notices section below or by contacting our customer contact center at the telephone number identified on your Frontier bill and provide Frontier with the opportunity to investigate and attempt to address any issues with the Service.

Service is subject to technical line qualification. Service is not available to all locations, and may not be available at certain speeds (or at all) at your location, even if Service is offered in your area or our initial testing indicated that your line qualified for a particular speed or Service. Installation options vary, and charges may apply. In order to utilize Service, you must have a computer or device with sufficient Internet-compatible equipment and operating system and other software, including compatible Ethernet, USB or WiFi equipment and software. The Service may be interrupted from time to time or the speed temporarily reduced for a variety of reasons, and Frontier does not represent or warrant that the Service or the equipment will be available or perform in a manner that meets your needs. You acknowledge and understand that the Services will not function in the event of a

network interruption. Frontier will not be liable for any inconvenience, loss, liability or damage resulting from any preemption, loss, expiration, termination or discontinuation of or interruption of the Service, directly or indirectly caused by Frontier, you or third parties or resulting from any circumstances, including, but not limited to, causes attributable to you or your property, inability to obtain access to the Services, cable cuts or damage, failure of a communications network or our network, inability to access or interruptions in accessing the Services, loss of use of poles or other utility facilities, strike, labor dispute or disruption, riot or insurrection, war, explosion, act of terrorism, malicious mischief, vandalism, fire, flood, natural disasters or other acts of God, medical epidemics, pandemics or outbreaks, failure or reduction of power, or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the Service. Frontier reserves the right to refuse refunds, offsets and credit allowances for interruptions of Service. Frontier also reserves the right to modify or discontinue, temporarily or permanently, at any time and from time to time, the Services (or any function or feature of the Services or any part thereof) without liability.

Electrical Power and Equipment

The Service requires electrical power from your premises to operate, which you are responsible for providing. Without battery backup, the Service will not function in the event of a loss of customer-supplied power. This will disrupt the Service as well as any additional services that use the Service connection for transport (e.g., VoIP and Unlimited Digital Voice Service, including e911). Frontier shall not be liable for loss of any Service(s) in the event of interruption of customer- supplied power to, with or without battery backup present in, the Frontier equipment.

You are responsible for all use of your Service and account, whether by you or someone using your account with or without your permission, including all secondary or sub-accounts associated with your primary account, and to pay for all activity associated with your account. You agree to comply with all applicable laws, regulations and rules regarding your use of the Service.

Frontier will make certain equipment available to you that will enable you to connect to your Service. All equipment provided by Frontier or installed by or on behalf of Frontier remains Frontier property unless you purchase the equipment pursuant to an agreement with Frontier. Frontier may require you to return all Frontier-owned equipment in the same condition as when provided, normal wear and use excepted, upon termination of Service. Failure to do so will result in a charge to be determined with reference to Frontier's then current schedule of equipment charges. You agree

to pay such charge(s) even if such equipment is lost (through theft or otherwise) or destroyed. Frontier is not obligated to de- install any equipment, antenna, mount or any cables installed to provision Service. Other than the equipment and/or software provided to you by Frontier for use with the Service, you must provide all equipment, devices, and software necessary to receive the Service. Any equipment or software that was not provided to you by Frontier is not the responsibility of Frontier, and Frontier will not provide support, or be responsible for ongoing maintenance, of such equipment.

Management of Your Computer, Data and Security

You are responsible for the security of your computer, hardware, software applications, data and files. Frontier shall not be liable for any damage or loss to

your computer, hardware, software applications, data and files. We make no representation or warranty that any software or content installed on your computer(s) or that you download using the Service does not contain a virus or other harmful feature, and it is your sole responsibility to take appropriate precautions to protect your computer and all other personal equipment, software and hardware from damage to their software, files or data as a result of any such virus or other harmful feature.

You are solely responsible for obtaining, maintaining and updating all equipment and software necessary to use the Service, and for management of your information, including but not limited to back-up and restoration of your data. **YOU AGREE THAT FRONTIER IS NOT RESPONSIBLE FOR THE LOSS OF YOUR DATA OR FOR THE BACK-UP OR RESTORATION OF YOUR DATA, REGARDLESS OF WHETHER THIS DATA IS MAINTAINED ON OUR SERVERS OR YOUR DEVICE(S). YOU SHOULD ALWAYS BACK-UP ANY IMPORTANT INFORMATION SEPARATELY FROM DATA STORED ON FRONTIER'S OR ANY THIRD PARTY'S SERVERS.**

Wi-Fi Service and access to Service using a Wi-Fi radio, wireless modem or router or Wi-Fi hotspots is provided over wireless radio waves, which means that your transmissions could be intercepted by unauthorized persons. If you are in a public area or using wireless access, others may be able to view the content on your device. You assume all risk and release Frontier in the event of any damage you may suffer during use of Wi-Fi Service or Service using a wireless modem, router or equipment, including the introduction of any viruses that may occur or breaches from unauthorized third parties.

Frontier collects information about how you use our products and services along with information collected by or about your devices and equipment. This information may include the websites you visit, information about the devices you use in connection with our services, your bandwidth usage, and your TV and other video viewership, including movie rental and purchase data. Frontier uses your information, together with the information from testing and running our network, to support our services and to improve your experiences. For more information regarding how we collect, use, or share your information as well as your privacy choices and controls, see Frontier's Privacy Policy.

Software

Frontier may provide you, for a fee or at no charge, software for use in connection with the Service that is owned by Frontier or its third-party licensors, providers and suppliers ("Software"). We reserve the right to update, upgrade or change the Software remotely or otherwise and to make related changes to the settings and software on your computer or equipment, and you agree to permit such changes and access to your computer and equipment at any time. You must use the Software only in connection with the Service and for no other purpose. Certain Software may be accompanied by an end user license agreement ("EULA") from Frontier or a third party. Your use of the Software is governed by the terms of that EULA and by this Agreement, where applicable. You must not install or use any Software that is accompanied by or includes a EULA unless you first agree to the terms of the EULA.

Modification, Discontinuation or Termination

Frontier reserves the right to modify, discontinue or terminate the Service (including monthly rates and other charges) and any function or feature of the Service, for any reason and either temporarily or permanently. This may include modifying or replacing the cable, network configuration or equipment used to provide you with Service and may include discontinuing or terminating Your Service entirely. The right to modify, discontinue or terminate the Service also includes the right to not repair the cable, network configuration or equipment used to provide you with Service. If Frontier makes a change that would have a material impact on your Service, Frontier will give you notice as provided in the NOTICE section below. The terms and conditions for changes, if any, will be included in the notice and will be automatically incorporated by reference to this Agreement at: www.Frontier.com/terms. Your continued subscription to the Service after the effective date of the change constitutes your

acceptance of the changes and the associated terms and conditions. In lieu of notice and Web site posting, Frontier may instead, at its sole discretion, require customers to enter into an agreement with Frontier regarding temporary material changes.

We may also discontinue or terminate Service if: you do not honor any provision of this Agreement (including payment obligations to Frontier for these or any other Frontier services); you use the Service in a manner that adversely affects other customers or harasses our customers or employees; you or others use the Service to engage in fraud or unlawful conduct or are suspected of doing so; or any regulatory agency, legislative body or court restricts or otherwise prevents Frontier from furnishing the Service.

Unless otherwise required by applicable law, your termination of Service may be effective on the last day of your Frontier billing cycle for all applicable Services, and you are responsible for all charges incurred through the date of termination. Installation, setup, dispatch, repair or fees billed or paid at the initiation of or during the term of Your Service, if any, are not refundable. Termination of Service by us will be effective as provided in our notice to you. Upon termination for any reason, you will be responsible for payment of all outstanding account balances and fees accrued through the date of termination. If a termination is a result of violation by you of the terms of this Agreement, you may also be liable to pay the applicable disconnection or ETF charge. If your Service is terminated for any reason, you may be required to pay a reconnection fee before Services is reactivated.

You may terminate the Service by giving written notice to the address provided in the Notice section below or contacting Frontier Customer Service if we do not remedy any ongoing breach of the terms and conditions in this Agreement within thirty (30) days after Frontier's receipt of notice from you of such alleged breach. **To the extent permitted by applicable law, your exclusive remedy for a breach by Frontier is (i) termination of service by you, and/or (ii) a credit or refund of the charges you paid after providing notice to Frontier of the alleged breach or any other dispute, but not to exceed charges for ninety (90) days. If you fail to provide Frontier with notice and an opportunity to cure, to the extent permitted by applicable law, termination of service by you is your exclusive remedy for any breach by Frontier.**

You agree that if your Service is terminated for any reason, Frontier has the right to immediately delete all data, files and other information (including any email, address book and/or web storage content) stored in or for your account without further notice to you.

Conversion from DSL-Based Internet Service to Fiber-Based Internet Service

Service is available on a limited basis based on your service address. Frontier FiberOptic Internet uses special fiber optic transmission facilities provided by Frontier. When Frontier is able to provision Service utilizing fiber optic technologies, Frontier may in its discretion terminate your DSL-Based Internet Service and cease offering DSL-Based Internet Service to your location. In such case, Frontier will offer you Frontier FiberOptic Service at the then applicable rates and terms, which may differ from your previous DSL-Based Internet Service rates and terms. As your sole and exclusive remedy, you may terminate your Service without further obligation.

Warranties and Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE SUPPLIED HEREUNDER IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITH ALL FAULTS. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT AND AS OTHERWISE SPECIFICALLY SET FORTH IN ANY MANUFACTURER WARRANTY FOR ANY EQUIPMENT PROVIDED BY FRONTIER (BUT ONLY IF SUCH WARRANTY IS INCLUDED WITH SUCH EQUIPMENT), FRONTIER (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AND AFFILIATES) (COLLECTIVELY, THE "FRONTIER PARTIES"), ITS THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS FOR THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, NON- INTERFERENCE, TITLE, COMPATIBILITY OF COMPUTER SYSTEMS, COMPATIBILITY OF SOFTWARE PROGRAMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. ALSO, THERE IS NO WARRANTY OF WORKMANLIKE EFFORT OR LACK OF NEGLIGENCE. NO ADVICE OR INFORMATION GIVEN BY FRONTIER OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY WITH RESPECT TO ADVICE PROVIDED.

FRONTIER DOES NOT WARRANT OR GUARANTEE THAT SERVICE CAN BE PROVIDED OR PROVISIONED TO YOUR LOCATION, OR THAT PROVISIONING WILL OCCUR ACCORDING TO A SPECIFIED SCHEDULE, EVEN IF FRONTIER HAS ACCEPTED YOUR ORDER FOR SERVICE. THE PROVISIONING OF SERVICE IS SUBJECT TO NETWORK AVAILABILITY, CIRCUIT AVAILABILITY, LOOP LENGTH, THE CONDITION OF THE CABLES AND OTHER FACILITIES CONNECTING TO

YOUR LOCATION, YOUR TELEPHONE LINE AND WIRING INSIDE YOUR LOCATION, AND YOUR COMPUTER/DEVICE CONFIGURATION AND CAPABILITIES, AMONG OTHER FACTORS.

FRONTIER DOES NOT WARRANT THAT THE SERVICE OR EQUIPMENT PROVIDED BY FRONTIER WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, WITHOUT LATENCY, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR CONDITIONS, OR THE LIKE. FRONTIER SHALL NOT BE LIABLE FOR LOSS OF YOUR DATA, OR IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF YOUR EQUIPMENT, RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE.

IN NO EVENT SHALL THE FRONTIER PARTIES OR FRONTIER'S THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS BE LIABLE FOR: (A) ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF REVENUE, LOSS OF PROGRAMS OR INFORMATION OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE SERVICE, OR RELIANCE ON OR PERFORMANCE OF THE SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF FRONTIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY.

THE LIABILITY OF THE FRONTIER PARTIES, OR (SUBJECT TO ANY DIFFERENT LIMITATIONS OF LIABILITY IN THIRD PARTY END USER LICENSE OR OTHER AGREEMENTS) OUR THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS, FOR ALL CATEGORIES OF DAMAGES SHALL NOT EXCEED A PRO RATA CREDIT FOR THE MONTHLY FEES (EXCLUDING ALL NONRECURRING CHARGES, REGULATORY FEES, SURCHARGES, FEES AND TAXES) YOU HAVE PAID TO FRONTIER FOR THE SERVICE DURING THE NINETY (90) DAY PERIOD PRIOR TO WHEN SUCH CLAIM AROSE, WHICH SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY REGARDLESS OF THE TYPE OF CLAIM OR NATURE OF THE CAUSE OF ACTION.

ALL OF THE FOREGOING LIMITATIONS STATED IN THIS SECTION SHALL APPLY TO THE FULL EXTENT PERMITTED BY LAW, AND ARE NOT INTENDED TO ASSERT ANY LIMITATIONS OR DEFENSES WHICH ARE PROHIBITED BY LAW.

ALL LIMITATIONS AND DISCLAIMERS STATED IN THIS SECTION ALSO APPLY TO FRONTIER'S THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS, AS INTENDED THIRD PARTY BENEFICIARIES OF THIS AGREEMENT.

THE REMEDIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS (SUCH AS CONSUMER LAWS), WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, OUR EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

Indemnification

You agree to defend, indemnify and hold harmless the Frontier Parties against all liabilities, costs and expenses, including reasonable attorneys' and experts' fees, related to or arising from your use of the Service (or the use of your Service by anyone else): (a) in violation of applicable laws, regulations or this Agreement; (b) to access the Internet or to transmit or post any message, information, software, images or other materials via the Internet; (c) in any manner that harms any person or results in the personal injury or death of any person or in damage to or loss of any tangible or intangible (including data) property; or (d) claims for infringement of any intellectual property rights arising from or in connection with your use of the Service.

Offers of Judgment

Unless prohibited by applicable law, in any legal proceeding between you and Frontier (whether in court or arbitration), at least 10 days before the trial or arbitration hearing, any party may serve an offer in writing upon the other party to allow judgment on specified terms. If the offer is accepted, the offer with proof of acceptance will be submitted to the tribunal, which shall enter judgment accordingly. If the offer is not accepted before the trial or arbitration hearing or within 30 days after it is made, whichever occurs first, the offer shall be deemed withdrawn and cannot be submitted in evidence. If an offer made by one party is not accepted, and

the other party fails to obtain a more favorable judgment or award (as measured by the standards of Federal Rule of Civil Procedure 68), the other party shall not recover their post-offer costs or attorneys' fees and shall pay the offering party's costs and attorneys' fees incurred after the date of the offer. However, your individual obligation to pay costs and attorneys' fees is capped at the amount of your claim, or no more than $3,000 per individual claim, whichever is greater.

DISPUTE RESOLUTION WITH FRONTIER BY BINDING ARBITRATION

***PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS ***

Frontier encourages you to contact our Customer Service department if you have concerns or complaints about your Service or Frontier. Generally, customer complaints can be satisfactorily resolved in this way. In the unlikely event that you are not able to resolve your concerns through our Customer Service department, you and Frontier each agree to resolve all disputes through binding arbitration or a small claims court rather than lawsuits in courts of general jurisdiction, jury trials, or class actions. Arbitration is more informal than a lawsuit. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and individual relief affecting individual parties that a court can award, including an award of attorneys' fees if the law allows. In addition, under certain circumstances (as explained below), Frontier will pay you more than the amount of the arbitrator's award if the arbitrator awards you an amount that is greater than what Frontier has offered you to settle the dispute.

Arbitration Agreement:

(a) **Claims Subject to Arbitration:** You and Frontier agree to arbitrate **all disputes and claims** between us that arise out of, relate to, or are associated with the Service or Frontier. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to, all claims arising out of or relating to any aspect of our relationship, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, that arose either before or during this or any prior Agreement, or that may arise after termination of this Agreement, including claims over marketing or communications by or on behalf of Frontier or claims involving the security, transfer, or use of data about you. It also includes claims that currently are the subject of class action or purported class action litigation in which you are not a member of a certified

class. References to “Frontier,” “you,” and “us” include our respective predecessors in interest, successors, and assigns, as well as our respective past, present, and future subsidiaries, affiliates, agents, employees, and all authorized or unauthorized users or beneficiaries of Frontier Broadband Services under this or prior Agreements between us.

Notwithstanding the foregoing agreement, Frontier agrees that it will not use arbitration to initiate debt collection against you except in response to claims you have made in arbitration. In addition, by agreeing to resolve disputes through arbitration, **you and Frontier each agree to unconditionally waive the right to a trial by jury or to participate in a class action, representative proceeding, or private attorney general action**. Instead of arbitration, either party may bring an individual action seeking only individualized relief in a small claims court for disputes or claims that are within the scope of the small claims court's authority, so long as the action remains in that court and is not removed or appealed to a court of general jurisdiction. (If these limitations on removal or appeal of small claims court actions are unenforceable, the dispute instead shall be arbitrated.) In addition, you may bring any issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against us on your behalf.

This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

(b) **Pre-Arbitration Notice of Dispute and Informal Settlement Conference:** A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“Notice”). The Notice to Frontier should be addressed to: Frontier Communications, Legal Department, 1919 McKinney Ave., Dallas, TX 75201 (“Notice Address”). The Notice must include, at minimum: (1) your name, mailing address, telephone number at which you can be reached, and e-mail address (if any); (2) your Frontier account number; (3) a description of the nature and basis of the claim or dispute; (4) an explanation of the specific relief sought; (5) your signature; and (6) if you have retained an attorney, your signed statement authorizing Frontier to disclose your confidential account records to your attorney if necessary in resolving your claim. A Notice is not complete until all of the information required by (1)–(6) has been received by the other party (“Notice Completion Date”).

After the Notice Completion Date, either party may request a conference within 60 days to discuss informal resolution of the dispute ("Informal Settlement Conference"). If timely requested, the Informal Settlement Conference will take place at a mutually agreeable time by telephone or videoconference. You and a Frontier company representative must both personally participate in a good-faith effort to settle the dispute without the need to proceed with arbitration. Any counsel representing you or Frontier also may participate. The requirement of personal participation in an Informal Settlement Conference may be waived only if both you and Frontier agree in writing. The Notice and Informal Settlement Conference requirements are essential in order to give you and us a meaningful opportunity to resolve disputes informally.

Any applicable statute of limitations will be tolled for the claims and relief set forth in a Notice during the "Informal Resolution Period," which is defined as the period between the Notice Completion Date and he later of (i) 60 days after the Notice Completion Date; or (ii) if an Informal Settlement Conference is timely requested, 30 days after the request is withdrawn or the Informal Settlement Conference is completed.

(c) **Commencing Arbitration:** An arbitration proceeding may be commenced only if Frontier and you do not reach an agreement to resolve the claim during the Informal Resolution Period. (If your Notice is part of a mass arbitration, subsection (h) contains additional requirements for commencing arbitration.) A court will have the power to enforce this subsection (c), including the power to enjoin the filing or prosecution of arbitrations without first providing a fully complete Notice and participating in a timely requested Informal Settlement Conference. Unless prohibited by applicable law, the arbitration provider shall not accept or administer any arbitration nor assess any arbitration fees unless the claimant has complied with the Notice and Informal Settlement Conference requirements of subsection (b).

(d) **Arbitration Procedure:** The arbitration will be governed by the Consumer Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA"), as modified by the terms of this Agreement, and will be administered by the AAA. (If the AAA is not available or unwilling to administer arbitrations consistent with this arbitration agreement, another arbitration provider shall be selected by the parties or, if the parties cannot agree on a provider, by the court.) The AAA Rules and fee information is available from the AAA online at http://www.adr.org.

The arbitrator is bound by the terms of this arbitration agreement. All issues are for the arbitrator to decide, except that a court must decide issues relating to whether

claims can or must be arbitrated, as well as other issues that this arbitration agreement specifies that a court shall decide. The arbitrator may consider rulings in other arbitrations involving other claimants, but an arbitrator's ruling will not be binding in proceedings involving different claimants. If your claim is for $25,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator or through a telephonic, videoconference, or an in-person hearing as established by the AAA Rules. If your claim exceeds $25,000, the right to a hearing will be determined by the AAA Rules. Unless Frontier and you agree otherwise, any in-person hearings will take place at a location that the AAA selects in the state of your primary residence. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as specified in subsection (g) below, the arbitrator can award the same damages and relief that a court can award under applicable law, including sanctions available under Federal Rule of Civil Procedure 11 or similar federal or state laws against all appropriate parties or counsel.

(e) **Arbitration Fees:** If Frontier initiates arbitration, Frontier will pay all AAA filing, administration, case-management, hearing, and arbitrator fees. If you wish to initiate arbitration, the AAA rules will govern the payment of these fees unless applicable law requires a different allocation of fees in order for this arbitration agreement to be enforceable. If you are unable to pay your share of the AAA fees, Frontier will consider a request to pay them on your behalf, so long as you have fully complied with the requirements in subsections (b), (c), and (h) for any arbitration you initiated.

(f) **Alternative Payment:** If you fully complied with the requirements in subsections (b), (c), and (h) and the arbitrator issues an award in your favor that is greater than the value of Frontier's last written settlement offer made before an arbitrator was selected (or awards you any relief if Frontier did not make you a settlement offer), then Frontier will pay you $5,000 in lieu of any smaller award ("the Alternative Payment"). The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of attorneys' fees, expenses, and the Alternative Payment at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrators' ruling on the merits. In assessing whether you are entitled to the Alternative Payment, the arbitrator shall not consider amounts offered for or awarded in attorneys' fees or costs.

(g) **Requirement of Individual Arbitration:** You and Frontier agree to seek, and further agree that the arbitrator may award, only such relief, whether relief in the form

of damages, an injunction, or other non-monetary relief as is necessary to resolve any individual injury that either you or Frontier have suffered or may suffer. In particular, if either you or Frontier seeks any nonmonetary relief, including injunctive or declaratory relief, the arbitrator may award relief on an individual basis only, and may not award relief that affects individuals or entities other than you or Frontier. YOU AND FRONTIER AGREE THAT WE EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. FURTHERMORE, UNLESS BOTH YOU AND FRONTIER AGREE OTHERWISE IN WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. If, after exhaustion of all appeals, any of these prohibitions on non-individualized relief; class, representative, and private attorney general claims; and consolidation is found to be unenforceable with respect to a particular claim or with respect to a particular request for relief (such as a request for injunctive relief), then the parties agree that such a claim or request for relief shall be decided by a court after all other claims and requests for relief are arbitrated.

(h) **Mass Filings:** If 25 or more claimants submit Notices raising similar claims and are represented by the same or coordinated counsel, all of the cases must be resolved in arbitration using staged bellwether proceedings if they are not resolved prior to arbitration as set forth above in subsection (b). You agree to this process even though it may delay the arbitration of your individual claim. In the first stage, the parties shall each select up to 10 cases per side (20 cases total) to be filed in arbitration and resolved individually in accordance with this arbitration agreement, with each case assigned to a separate arbitrator. In the meantime, no other cases may be filed in arbitration, and the AAA shall not accept, administer, nor demand payment for AAA fees for arbitrations commenced in violation of this subsection. After the first stage of proceedings is complete, the parties shall engage in a single mediation of all remaining cases, and Frontier shall pay the mediation fee. If the parties cannot agree how to resolve the remaining cases, the process of filing up to 20 cases total in arbitration to be resolved individually by different arbitrators, followed by mediation, will be repeated. If any claims remain following the second stage, the process will be repeated until all claims are resolved, except that the total number of cases filed in arbitration each round shall increase to 50, and mediation is optional at the agreement of Frontier and counsel for the claimants. If this subsection applies to a Notice, the Informal Resolution Period applicable to the claims and relief set forth in that Notice will be extended until that Notice is selected for a bellwether proceeding,

withdrawn, or otherwise resolved. A court will have the authority to enforce this subsection, and, if necessary, to enjoin the filing or prosecution of arbitrations or the assessment or collection of AAA fees. If, after exhaustion of all appeals, a court determines that the process in this subsection of staging the filing of cases in arbitration is not enforceable, then the cases may be filed in arbitration, but the Alternative Payment shall not be available.

(i) **Future Changes to Arbitration Agreement:** Notwithstanding any provision in this Agreement to the contrary, you and Frontier agree that if Frontier makes any change to this arbitration provision during the period of time that you are receiving Frontier services (other than a change to the Notice Address), you may reject that change by providing Frontier with written notice within thirty (30) days of the change to the Notice Address and require Frontier to adhere to the language in this arbitration agreement. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this arbitration agreement.

General Terms

This Agreement, including all Policies referred to herein, constitutes the entire agreement between you and Frontier with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. No changes by you to this Agreement shall be effective unless agreed to in writing signed by an authorized person at Frontier.

Except as otherwise provided in the arbitration provision, if any provision of this Agreement is found by a court or agency of competent jurisdiction to be unenforceable, the parties nevertheless agree that the remaining provisions of these terms and conditions shall remain in full force and effect.

Except as otherwise required by law, you and Frontier agree that the Federal Arbitration Act and the substantive laws of the state and local area in which Services is provided by Frontier, without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or related in any way to the subject matter of this Agreement.

All obligations under this Agreement, which, by their nature, would continue beyond the termination of this Agreement, including without limitation, those relating to

Warranties and Limitation of Liability, Indemnification and Dispute Resolution with Frontier by Binding Arbitration, shall survive such termination.

Except as expressly set forth in this Agreement, this Agreement shall not provide any third party with a remedy, claim or right of reimbursement. We may assign this Agreement to another entity without any advance consent from or notice to you. You may not assign this Agreement without our consent.

Frontier's failure at any time to insist upon strict compliance with any of the provisions of this Agreement shall not be construed to be a waiver of such terms in the future.

To the fullest extent permitted by law, you and Frontier agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section titles and paragraph headings in this Agreement are for convenience only and have no legal or contractual effect.

Our Right to Make Changes

UNLESS OTHERWISE PROHIBITED BY LAW, FRONTIER MAY CHANGE THE TERMS AND CONDITIONS OF YOUR SERVICE, INCLUDING BY ADDING ENTIRELY NEW TERMS OR DELETING EXISTING TERMS, AT ANY TIME BY GIVING YOU 30 DAYS NOTICE BY BILL MESSAGE, BILL INSERT, E-MAIL OR OTHER NOTICE, INCLUDING POSTING NOTICE OF SUCH CHANGES ON THE WWW.FRONTIER.COM WEBSITE. YOU ACCEPT THE CHANGES IF YOU PAY FOR OR USE THE SERVICES AFTER NOTICE IS PROVIDED. IF YOU DO NOT ACCEPT THE CHANGES, PLEASE CONTACT US BEFORE THE EFFECTIVE DATE OF THE CHANGES SO THAT WE MAY TERMINATE YOUR SERVICES AND WAIVE ANY APPLICABLE EARLY TERMINATION FEES.

Notices

Unless otherwise specified in this Agreement, notices to you may be made via email, regular mail, posting online at Frontier.com/terms, recorded announcements, or messages, bill message, bill insert, newspaper ad, postcard, letter, text or call to your billed telephone number or any other landline or wireless telephone number you have provided to Frontier. It is your responsibility to provide us with current email,

phone number and address and other contact information, and to check for such notices regularly. If you send us an email, you agree that the User ID and/or alias contained in the email is legally sufficient to verify you as the sender and the authenticity of the communication. Bill messages and inserts are one way we share information with you. If you have online billing, you are deemed to have received those notices when your online bill is available for viewing. If you get a paper bill, you are deemed to have received those notices three days after we mail the bill to you.

Notices required under this Agreement by you must be provided to Frontier at:

ATTENTION: CONSUMER RELATIONS
Frontier Communications
P.O. Box 5156
Tampa, FL 33675

With a copy to:

Frontier Communications
Legal Department
1919 McKinney Ave., Dallas, TX 75201

Notice by you to Frontier shall be deemed given upon receipt by Frontier.

Exhibit A

Frontier Residential VoIP and Unlimited Digital Voice Terms of Service

THIS DOCUMENT, COMBINED WITH THE RESIDENTIAL INTERNET SERVICE AGREEMENT TERMS AND CONDITIONS ABOVE, IS A LEGALLY BINDING AGREEMENT AND DESCRIBES THE TERMS AND CONDITIONS PURSUANT TO WHICH FRONTIER WILL PROVIDE YOU WITH FRONTIER RESIDENTIAL VOIP (VOICE OVER INTERNET PROTOCOL) AND FRONTIER UNLIMITED DIGITAL VOICE SERVICE THAT IS PROVIDED OVER FIBER-OPTIC AND/OR COPPER FACILITIES, INCLUDING ALL SOFTWARE, SOFT CLIENT, SOFTPHONE, EQUIPMENT AND OTHER FEATURES, PRODUCTS AND SERVICES PROVIDED BY FRONTIER ("VoIP and Unlimited Digital Voice Service", "Service", "Services"). THE RESIDENTIAL INTERNET SERVICE AGREEMENT TERMS AND CONDITIONS ABOVE ARE INCORPORATED BY REFERENCE AND APPLY TO THE VOIP AND UNLIMITED **DIGITAL VOICE SERVICE. THIS AGREEMENT REQUIRES THAT ANY DISPUTE BE RESOLVED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS RATHER THAN LAWSUITS, JURY TRIALS OR CLASS ACTIONS, AS EXPLAINED IN THE RESIDENTIAL INTERNET SERVICE AGREEMENT TERMS AND CONDITIONS. BY USING OR PAYING FOR THE SERVICE, YOU ARE AGREEING TO THE RESIDENTIAL INTERNET SERVICE AGREEMENT TERMS AND CONDITIONS AND THESE TERMS AND CONDITIONS.**

Limitations on 911 Emergency Response Services

YOU HEREBY ACKNOWLEDGE AND AGREE TO ALL OF THE INFORMATION BELOW REGARDING THE LIMITATIONS OF 911 CALLING OVER THE SERVICE AND THE DISTINCTIONS BETWEEN 911 SERVICE USING THE SERVICE AND 911 SERVICE OVER TRADITIONAL WIRELINE TELEPHONE SERVICE. YOU AGREE TO ADVISE ALL INDIVIDUALS WHO MAY PLACE CALLS OVER FRONTIER'S SERVICE OF THE 911 LIMITATIONS DESCRIBED BELOW.

911 emergency access and functionality over the Service is only available at the physical address where Frontier installed the Service, while connected to properly powered Frontier service equipment, such as the Optical Network Terminal (ONT) and Residential Gateway (RG), and after the Service has been activated. Frontier makes no warranty that access to 911 will be uninterrupted, timely, secure, or error-free or battery backup power will be sufficient to maintain the Service throughout

any and/or all power outages. Our liability to you, to anyone dialing 911 using the Service, or to any other person or party, for any loss or damage arising from errors, interruptions, omissions, delays, defects, or failures of 911 services whether caused by our negligence or otherwise, shall not exceed the amount of our charges for the Service during the affected period of time, not to exceed 90 days. This limitation of liability is in addition to any other limitations contained in this Agreement.

Electrical Power Required. Use of the Service requires electrical power to operate. You are responsible for providing the electrical power necessary for the Service to function. The Service (including 911 dialing) will not be available for use during a power outage without a back-up power source. An optional battery back-up feature is available for your equipment. The battery back-up feature will not power cordless phones, Internet or TV service, or alarm system equipment. A power failure or service disruption may require you to reset or reconfigure equipment prior to using the Service. Cordless phones and telecommunications devices used to assist customers with disabilities may also require a power supply to function. You acknowledge and understand that to conserve battery power during a power outage, you should not attempt to use the backup batteries for any purpose other than to power the Service (or to power your Internet connection, for the purpose of powering your security alarm, if you have an IP-based security alarm that uses Frontier Internet service). You are solely responsible for determining when the battery backup unit requires replacement and for replacing and recycling used batteries in accordance with manufacturer or other directions.

Service Functionality. 911 access will not function if the Service is not configured correctly or if the Service is interrupted or not functioning for any reason, including, but not limited to, in the event of a power outage (unless you have working backup battery power), network outage, or disconnection of the Service because of billing or other issues. If there is a power outage, you may be required to reset or reconfigure the equipment prior to being able to use the Service, including use for 911 calling. The Service may be provided to you over a broadband (Internet Protocol or "IP") network. If there is a broadband network outage, the Service will not function and you will not be able to make 911 calls. Service functionality requires a regular analog touchtone landline telephone, which you must supply and which must be connected to the Frontier network. You agree that neither you nor a third party will move any equipment used for the Service within your premises to any other physical location outside of the premises where it was installed by Frontier. The Service is not

designed to be nomadic and will not function properly if the network interface connection is moved or altered by anyone who is not a Frontier employee.

Service Outage Due to Suspension of Your Account. You acknowledge and agree that a service outage due to suspension of your account as a result of billing or other issues will prevent ALL Service from being provided to you, including any 911 emergency response services.

Other Potential Limitations. You agree that any 911 calls made using the Service may be subject to network congestion and/or reduced routing or processing speed. If you have Call Forwarding, Do Not Disturb, Simultaneous Ring or other features programmed and in use at the time you dial a 911 call and your call is interrupted, the emergency dispatcher may not be able to call you back at the phone from which you dialed the call.

Additional Service Limitations that Apply in the Event that Frontier Cannot Route Your 911 Call Directly to the Appropriate Emergency Service Provider. If, for any reason, Frontier cannot directly route your 911 call to the appropriate emergency service provider, your 911 call may be routed to an operator outside the emergency response center. You agree that the operator and/or emergency response center personnel receiving your call may not be able to identify your phone number or the physical address from which you are calling. You will need to state the nature of your emergency promptly and clearly, including your telephone number and location. You agree that the individual answering the call may not be able to call you back or determine your location if the call is unable to be completed, is dropped or disconnected, or if you are unable to provide your phone number and physical location and/or if the Service is not operational for any reason. After you identify your location, the operator will determine the appropriate emergency response center for your location and route you to the general telephone number for that center.

Service Use and Customer Obligations

Use of Service. You agree that the use of the Service, without limitation, is your sole responsibility, is at your own risk, and is subject to all applicable local, state, national and international laws and regulations. This includes the use of the Service by others, with or without your permission. You may not resell, assign or otherwise transfer the Service or this Agreement to any other person for any purpose, or make any change to the use of the Service, without express written permission from Frontier in advance. The Service does not allow you to make 500, 700, 900,

950, 976, 00 01, 0+, calling card calls or dial-around calls (e.g., 10-10-XXXX). Nor does it allow you to accept collect calls or third number billed calls. The Service is subject to billing and technical capability and the availability of facilities. The Service is not available in all locations.

International Calling. The current charges and rates for international calling are available by contacting Frontier Customer Service at 1-800-921-8101.

Unacceptable Usage. If unlimited minutes are used for non-voice calls, such as but not limited to auto dialers or data calls, Frontier may convert the Service to a plan that charges for all long distance calls or where systems allow, charge a 10¢ per minute rate for such calls. If your usage is inconsistent with normal residential voice applications and usage patterns and you exceed 3000 minutes per month, Frontier may charge you a 10¢ per minute rate for such calls. Other restrictions may apply.

Security Alarm and Other Device Compatibility. Frontier makes no warranty that (i) the Service used as a communications pathway for monitored burglar alarms, monitored fire alarms, and/or medical monitoring systems or devices, will be uninterrupted, timely, secure, or error- free; (ii) the Service will be compatible with any particular or all monitored burglar alarm(s), monitored fire alarm(s), or medical monitoring system(s) or device(s); or (iii) battery backup power will be sufficient to maintain the Service throughout any and/or all power outages. The Service requires 10-digit dialing. Compatible home security system settings may need to be modified from 7 to 10-digit dialing.

Monitored fire alarm and burglar alarm systems and medical monitoring devices may not be compatible with the Service. If you have or purchase a monitored fire alarm or burglar alarm system or a medical monitoring device that you intend to use with the Service as the communications pathway, you agree to contact your provider for those systems/devices to determine compatibility with the Service and to arrange for your provider to test such systems/devices. You also acknowledge and understand that even if such systems and devices are compatible with the Service, they will not be able to communicate with monitoring stations during a power outage unless you maintain battery backup power. If you purchase a monitored burglar alarm or monitored fire alarm system after the Service has been installed, you also agree to call Frontier prior to installation of any such system.

If the Service has been installed for use with a monitored fire alarm or monitored burglar alarm system, you agree that you will not change or modify the inside wiring

of your service location or move or reconfigure the equipment in any way without contacting Frontier and your alarm service provider. You also agree that you will not plug any telephone equipment into the back of the RG/ONT. You acknowledge and understand that if you change or modify your inside wiring, move or reconfigure your RG/ONT in any way, or plug any telephone equipment into the back of the RG/ONT, it could result in a failure of your monitored burglar alarm or monitored fire alarm system.

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