



Town of Cortland

Agenda Request

(SUBMIT FORM TO THE TOWN CLERK NO LATER THAN ONE WEEK BEFORE THE SCHEDULED MEETING)

ALL REQUESTS ARE SUBJECT TO THE APPROVAL OF THE MAYOR

☐ RESOLUTION ☐ ORDINANCE ☐ INFORMATION ☒ OTHER

DATE PREPARED: JUNE 22, 2023

FOR MEETING ON: JUNE 26, 2023

DESCRIPTION/TITLE: FRONTIER SERVICE AGREEMENT AND UNIFIED COMMUNICATION SCHEDULE

REQUIRED ACTION: BOARD APPROVAL OF DOCUMENTS

STAFF/COMMITTEE RECOMMENDATION: APPROVAL OF THE THREE-YEAR CONTRACT

STATEMENT OF CONCERN/SUMMARY: FRONTIER WILL DEACTIVATE FRONTIER ANYWARE PLATFORM, SERVICES, AND ASSOCIATED TELEPHONE NUMBERS EFFECTIVE SEPTEMBER 30, 2023.

AGENDA PLACEMENT:

☐ BOARD REVIEW OF PENDING BUSINESS ☒ NEW BUSINESS ☐ CONCERNS ☐ STAFF REPORTS
☐ COMMITTEE OF THE WHOLE ☐ PRESIDENT'S REPORT ☐ CONSENT AGENDA ☐ UNFINISHED BUSINESS
☐ PUBLIC HEARING

Prepared by: Cheryl Aldis

Approved by:

Date June 22, 2023

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This Frontier Services Agreement ("FSA") is effective as of 06/05/2023 ("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 59 S Somonauk Rd, 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,

Signature: _____
Printed Name: _____
Title: _____
Date: _____
Contractual Notice: Frontier Communications
111 Field Street
Rochester, NY 14620
Attn: Legal Department

Signature: _____
Printed Name: _____
Title: _____
Date: _____
Contractual Notice: TOWN OF CORTLAND
59 S Somonauk Rd
CORTLAND, Illinois 60112-
Attn: Legal Department



Unified Communications by Frontier (UcaaS) Schedule
Contact Center as a Service (CcaaS) Schedule
Frontier Business
Frontier Confidential

This is Schedule Number **S-5550095178** to the Frontier Services Agreement dated **2023-06-05** ("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.

Primary Service Location: 59 S Somonauk Rd, 60112-4070
SPOC: Greg Garcia

Schedule Date: 2023-06-21

Service Term: 36 Months

Schedule Type/Purpose: Order for new Services

★ 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 UCaaS Service	Quantity	MRC	NRC
UCF Executive DID#, chat & presence, voicemail, unlimited US & Canadian local and long-distance calling, mobile twinning, Frontier Communicator mobile & desktop clients & softphone, Outlook calendar integration, call manager, CommPortal access to manage features.	8	\$18.00	\$0.00
UCF Executive DID#, chat & presence, voicemail, unlimited US & Canadian local and long-distance calling, mobile twinning, Frontier Communicator mobile & desktop clients & softphone, Outlook calendar integration, call manager, CommPortal access to manage features.	3	\$18.00	\$0.00
UCF Executive DID#, chat & presence, voicemail, unlimited US & Canadian local and long-distance calling, mobile twinning, Frontier Communicator mobile & desktop clients & softphone, Outlook calendar integration, call manager, CommPortal access to manage features.	4	\$18.00	\$0.00

* "unlimited" is subject to FAFUP (see Section 3C below)
International LD rates are found at <https://enterprise.frontier.com/UCF-LD-International-Rates>
Rates may be modified without notice

Frontier ADD-on Service	Quantity	MRC	NRC
UCF Premium Auto Attendant	1	\$25.00	\$0.00
UCF E911 Additional Site Listing	1	\$0.00	\$0.00
UCF Yealink T54W Color 4.3" Display BT & WIFI Built in	3	\$0.00	\$0.00
UCF Yealink T54W Color 4.3" Display BT & WIFI Built in	8	\$0.00	\$0.00
UCF Yealink T54W Color 4.3" Display BT & WIFI Built in	4	\$0.00	\$0.00

Installation	Quantity	MRC	NRC
Installation Charge - Phones	15	\$0.00	\$0.00
Total:		\$295.00	\$0.00

SERVICE DESCRIPTION

1. UNIFIED COMMUNICATIONS BY FRONTIER SERVICE (UCAAS).

A. General Description: Unified Communications by Frontier (UCAAS) 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



**Unified Communications by Frontier (UCaaS) Schedule
Contact Center as a Service (CCaaS) Schedule**
Frontier Business
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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. UCaaS 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. UCaaS Service Features:

- i. The Frontier Communicator App (Softphone) provides Customers the ability to send or receive calls, chat, video and Web Conference from a smartphone, tablet or desktop/laptop device. The Softphone is only available with an Executive Seat license.
- ii. Inbound Fax. The inbound fax feature enables Customer to retrieve an inbound facsimile message from the UCaaS Service CommPortal and deliver it to Customer's email account or to a fax machine as a .pdf file. The service will require a seat license, and telephone number that will be supplied by Frontier or Customer may port in a telephone number. All inbound faxes will be stored in the fax mailbox for ten (10) calendar days and then deleted (there is no ability for retrieval). Each Inbound Fax mailbox can store approximately fifty-five to sixty (55-60) .pdf pages. The Inbound fax feature does not include reliability, redundancy, disaster recovery or business continuity features, functions, capabilities or services. Frontier has no liability for an inbound fax with poor image quality, or an undelivered fax.
- iii. UCaaS Call Recording Service. The UCaaS Call Recording Service is an optional cloud-based audio recording solution utilizing the Frontier UCaaS Service ensuring that conversations are captured according to Customer needs. The UCaaS Service Call Recording is always recording with an option to pause and resume recording. The UCaaS Service will beep every fifteen (15) seconds while a call is recording. The UCaaS Call Recording Service has additional features including audio mining, screen recording, and storage.

a) **The laws regarding the notice and notification requirements of such recorded conversations vary by jurisdiction and may change from time to time. Customer must assess their own circumstances to determine other factors that may be required to make Customer fully compliant with relevant regulations. Customer is responsible for applying the local laws in the relevant jurisdiction when using this feature. Frontier provides the ability to play a beep during each call to alert callers that the call is recording. If Customer and its permitted end users choose to record telephone calls, Customer expressly agrees and acknowledges that:**

- it will make the necessary arrangements to ensure that the caller is provided with the necessary warning about the presence of any recordings made of a call in accordance with the law;
- it will notify your employees, contractors, officers, agents, authorized representative or other third party that their telephone conversation with a caller is being recorded; and
- Frontier shall have no liability whatsoever with respect of any use made by you, your employee, contractor, officer, agent, authorized representative or other third party of the recordings and its contents, and/or of any personal information.

b) The UCaaS Service Call Recording incorporates by reference the complete Enghouse Networks (US), Inc. (Enghouse) terms and conditions located at <https://www.enghouseinteractive.com.au/> as an integral part of the Schedule. In the event of any conflict solely regarding the call recording service, between this Schedule and Enghouse terms and conditions, precedence shall follow in that order. In the event this Schedule addresses an exception to Enghouse terms and conditions the modification shall apply exclusively to the applicable Service Schedule.

c) CUSTOMER'S USE OF THIS SERVICE IS AT ITS SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, AND FRONTIER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICE, WHETHER IMPLIED, EXPRESS, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, QUIET ENJOYMENT AND ACCURACY. FRONTIER MAKES NO WARRANTY THAT THE SERVICE IS ACCURATE, TIMELY, UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE, OR THAT ANY SUCH PROBLEMS WILL BE CORRECTED. CUSTOMER IS RESPONSIBLE FOR APPLYING THE APPLICABLE LAWS IN THE RELEVANT JURISDICTION WHEN USING THE SERVICE.

d) Customer represents and warrants that it will and will cause its users and/or administrators to use the UCaaS Call Recording Service in compliance with all applicable laws and this FSA and Schedule.

e) Additional Terms

- Customer may not grant sub-licenses or otherwise transfer Customer's rights which have been granted pursuant to this Agreement;
- Customer may make copies of the system documentation, excluding training manuals and materials, provided that they are for Customer's internal use only;
- Customer may not reverse engineer, disassemble or otherwise translate the UCaaS Call Recording Service provided pursuant to this Schedule and/or FSA;
- Third party supplier, or any third party that owns the software, retains exclusive title to and all rights to the software.
- Customer acknowledges that the UCaaS Call Recording Service and documentation are the property of a third party supplier and that the only right that the Customer obtains to the Hosted Services is the right of use in accordance with the terms of this Schedule and FSA.
- Customer shall comply with all applicable laws;
- The UCaaS Call Recording Service incorporate software functionality from third parties and may only be used with the call recording platform.
- All title, ownership and intellectual property rights to the UCaaS Call Recording Service are and will at all times remain, the sole and exclusive property of Frontier and/or its suppliers and licensors.

f) To the extent permitted under applicable law, Customer shall indemnify, defend and hold harmless Frontier and its underlying service providers, licensors and suppliers, and each of their respective subsidiaries, affiliates, officers, agents, and employees, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, made by any third-party due to or arising out of or relating to Customer's authorized, unauthorized, lawful or unlawful use of the Services, your breach of the FSA, your inability to access the Service, the use of any linked sites, your



reliance on any errors or omissions on the Service, the propagation and/or contraction of any computer virus in connection with your use of the Service or your violation of any state or federal laws and regulations. These obligations will survive any termination of your relationship with Frontier or Customer's use of the call recording service. Frontier reserves the right to assume the defense and control of any matter subject to indemnification by Customer in which event Customer will cooperate with Frontier in asserting any available defenses.

C. 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 10Mb/100Mb/1000Mb 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 UCaaS Frontier Service; (d) Customer may not utilize UCaaS Service in any call center environment or in connection with any similar such application; and (e) Customer may not use UCaaS 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 without payment of the termination charge (please note, cancellation of entire account will be subject to the early 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. Training for this Service will utilize training videos. These videos are a user interactive web-based training aid, which can be accessed at any time at <https://enterprise.frontier.com/blog/unified-communications-by-frontier-product-tutorial-videos>. Videos included are Business Group Admin Portal, End User CommPortal, Frontier Communicator Desktop App, Frontier Communicator Mobile App, and iACD. 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

3. WEB MEETING AND VIDEO CONFERENCE SERVICE.

- A. General Description: Upon and subject to the terms of the FSA and this Schedule, including without limitation the license restrictions, the number of authorized licenses and payment terms, Customer is hereby granted a non-exclusive, non-transferable, limited, revocable license to use, during the applicable Service Term only, the Web Meeting and Video Conference Services. Prior to permitting any Customer to use the Web Meeting and Video Conference Service, Customer shall agree to the Accession Communicator End User License Agreement available at www.metaswitch.com/legal/standard-terms-and-conditions as it may be updated from time to time by Metaswitch, which is hereby incorporated into the Schedule by reference.
- i. Meeting Collaboration (Executive Seat Required) Supports conferences of up to 500 participants, scheduled and ad-hoc conferences, video conferencing, desktop and file sharing, desktop remote control, conference recording. Meeting Collaboration supports Windows, MacOS, iOS & Android, single-click uplift from one-to-one Frontier Communicator (mobile and desktop application) calls or IM sessions to conferences, Microsoft Outlook integration
 - ii. Meeting Webinar (Executive Seat Required) Webinars offer full function webinars for up to 100, 500, or 1,000 attendees, with support for up to 100 participants (webinar host, co-host and panelists), all with the capability to share video, web presentations, whiteboards and more. The remaining view-only attendees are able to send chat messages or participate in polls created by the host
- B. Restrictions, Warranties and Limitations:
- i. Restrictions: Customer shall not distribute, reproduce, modify, sublicense or use any of the Web Meeting and Video Conferencing Service other than as permitted above. Customer shall not be permitted to do any of the following:
 - (a) remove or modify any copyright or proprietary rights notices and/or legends appearing on or in the Web Meeting and Video Conferencing Service.
 - (b) decompile, disassemble, reverse engineer, "unlock", attempt to access or discover the source code of, or disclose any trade secrets embodied in any of the Web Meeting and Video Conferencing Service or component thereof, nor attempt to do any of these things, nor



encourage, assist or permit any other third party to do any of the foregoing; except and only to the extent that such activity is expressly required by applicable law notwithstanding this limitation.

(c) Should such conduct occur inadvertently or intentionally and whether by Customer or permitted end users, Customer shall promptly disclose the information discovered to Frontier, and Customer shall not disclose any such information to any third party.

ii. Warranties: THE WEB MEETING AND VIDEO CONFERENCING SERVICE IS PROVIDED ON AN "AS IS" BASIS AND FRONTIER AND ITS SUPPLIERS MAKE NO WARRANTY OF ANY KIND IN RESPECT OF THE WEB MEETING AND VIDEO CONFERENCING SERVICE, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON - INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, ABSENCE OF VIRUSES, RESULTS OR WORKMANLIKE EFFORT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. FRONTIER'S LIMITED WARRANTY AS SET FORTH IN THE FSA BETWEEN FRONTIER AND CUSTOMER SHALL NOT APPLY TO THE WEB MEETING AND VIDEO CONFERENCING SERVICE.

iii. Limitations: IN NO EVENT WILL FRONTIER METASWITCH OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, OR FOR LOSSES DUE TO LOST PROFITS, INCOME OR SAVINGS, OPPORTUNITY COSTS, LOSS OR CORRUPTION OF DATA OR SOFTWARE, OR LOSS OF USE OF FACILITIES OR EQUIPMENT ARISING OUT OF OR RELATED TO THE Web Meeting and Video Conferencing Service, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE. THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE FORM IN WHICH SUCH CLAIMS ARE BASED (WHETHER IN CONTRACT, TORT, OR OTHERWISE) AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITIES. NOTHING IN THIS SECTION SHALL LIMIT OR EXCLUDE FRONTIER'S OR ITS SUPPLIERS' OR LICENSORS' LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY SUCH PARTY'S NEGLIGENCE OR FRAUD OR FRAUDULENT MISREPRESENTATION.

4. 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 UCaaS 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 data loss 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 UCaaS 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 United Communication by Frontier **Fair Use Policy ("UCFUP")**, 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 agrees to and acknowledges Customer's responsibility to (a) identify one or more individuals to whom email and / or phone notification will be provided (the "Point(s) of Contact") in the event of a 911 call, (b) enter the contact information for each such Point(s) of Contact in the Administrator Com Portal and (c) read, review and utilize the instructions in this regard available at <https://business.frontier.com/smartvoice-911>.**
- ii. 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.**
- iii. 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.**
- iv. 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.
- v. 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.**
- vi. **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.**



Unified Communications by Frontier (UcaaS) Schedule
Contact Center as a Service (CcaaS) Schedule
Frontier Business
Frontier Confidential

- vii. **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.

6. Producer Price Index Adjustment. Unless otherwise prohibited by tariff, regulation or applicable law, Frontier shall, once per year in July, increase the Monthly Recurring Charge (MRC) for each service by the annual increase in the Producer Price Index for Total Final Demand as published by the U.S. Bureau of Labor Statistics ("PPI-FD"). The adjustment will be based on the percentage increase, if any, in PPI-FD for the most recent yearly period ending April 30th compared to the prior 12 month period ending April 30th and shall not exceed 9.5% in any year. The increase, if any, will be reflected as either an increase in the base MRC or as a separately stated item and occur for the first time in July of the calendar year after service installation.

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: _____
Printed Name: Greg Garcia
Title: Enterprise Sales Leader
Date: _____

Signature: _____
Printed Name: _____
Title: _____
Date: _____



**Attachment 1
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:
 - Customer will provide needed Cat5E / Cats 6 cable
 - Customer will provide power at locations of phones
 - A single point of contact for all phone design decisions.
 - Provide adequate bandwidth to support all listed above

****** ADDITIONAL SITE INFORMATION******

- 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. As part of the UCaaS service, Frontier will provide a site installation that includes all equipment itemized above

****** ADDITIONAL FRONTIER RESPONSIBILITIES******

- 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.



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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 1D.
- Basic system administration training per Section 1D.
- 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 for 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 workspace 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; (i.e. Customer shall insure minimum bandwidth requirements are met)
- 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 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.