![frontier Communications logo]

This is Schedule Number 82084 to the Frontier Services Agreement dated **October** 27, 2014 **("FSA")** by and between **Montgomery County** ("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:	**20 Park St Fonda, NY 12068**	**Schedule Date:**	**April 28, 2016**
Schedule Version:	**NEW ☒ REPLACEMENT☐**	**Service Term:**	**60 months**

A detailed description of the Services, by location, is provided in Attachment 1 to this Schedule, incorporated herein by this reference.

Service	NRC	MRC
Ethernet Access Circuit(s)	**$ 0**	**$ 1,736**
Ethernet Virtual Circuit(s) – EVCs	**$ 0**	**$ 156**
Internet Port and EVC (Optional)	$	$
Static IP select size block	$	$
Special Construction	$	$
Subtotal:	**$ 0**	**$ 1,892**

Interstate / Intrastate Pricing Certification: Customer certifies that its dedicated point-to-point traffic over such Services:

☐ will be more than 10% interstate in nature; <u>OR</u>   ☒ will be 10% or less interstate in nature.

The term "interstate in nature" means that the traffic originates in one state and terminates in another state or outside the United States, regardless of how it is routed.

1.   Service Description: Ethernet Virtual Private Line is a data service providing point-to-point or point-to-multipoint Ethernet connections between a pair of User Network Interfaces (UNIs). EVPL is a carrier grade data networking service featuring Quality of Service (QoS) and the following progressively higher Class of Service (CoS) levels: Silver Service (Standard Data (SD) Service), Gold Service (Priority Data), or Platinum Service (Real Time). EVPL will be designed, provisioned and implemented according to standard switched Ethernet components consisting of service multiplexed capability over UNIs, Network to Network Interfaces (NNIs) where available and Ethernet Virtual Connections (EVCs) through the use of Virtual Local Area Networks (VLANs) in order to secure traffic separation, privacy and security between Customer's Service Locations over Frontier's shared switch and backbone infrastructure.   Ethernet Virtual Private Line will accept and carry untagged and or tagged traffic as described per IEEE 802.1Q networking standards specific to Frontier's Ordering Guidelines for this Service, available at http://frontier.com/wholesale/access-services/access-reference-documents, as may be modified by Frontier from time to time.

2.   Special Construction: All Services are subject to availability and Frontier Network limitations. The rates identified in this Schedule are estimated based on standard installation costs and Services may not be available at all service locations at the rates identified. If Frontier determines, in its reasonable discretion, that the costs of provisioning Service to any service location are materially higher than normal, Frontier will notify Customer of the additional costs associated with provision of the Services and request Customer's acceptance of such costs as a condition to proceeding ("Special Construction"). Upon notification that Special Construction is required, Customer will have ten (10) business days to notify Frontier of its acceptance. If the Customer does not agree to the Special construction within ten (10) business days, the Customer shall be deemed to have cancelled the Service Schedule without further liability. If the Customer agrees to the Special Construction, Frontier and Customer will execute a replacement Schedule.

3.   Obligations of Customer. Customer shall properly use any equipment or software, and all pass codes, personal identification numbers (**"PINs"**) or other access capability obtained from Frontier or an affiliate or vendor of Frontier and shall surrender the equipment and software in good working order to Frontier at a place specified by Frontier and terminate all use of any access capability upon termination or expiration of this Schedule. Customer shall be responsible for all uses of PINs, pass codes or other access capability during or after the term hereof. Customer agrees that the Equipment and Service provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors. Customer is responsible to ensure appropriate processes and protocols are in place for rate shaping to the amount of throughput ordered. Customer acknowledges that failure to comply with this responsibility may negatively impact Service performance.

4.   Equipment or Software Not Provided by Frontier. Upon notice from Frontier that the facilities, services, equipment or software not provided or approved by Frontier is causing or is likely to cause hazard, interference or service obstruction, Customer shall immediately eliminate the likelihood of hazard, interference or service obstruction. If Customer requests Frontier to troubleshoot difficulties caused by the equipment or software not provided by Frontier, and Frontier agrees to do so, Customer shall pay Frontier at its then current rates.

5.   Internet Acceptable Use Policy and Security. For Customers ordering optional Internet integration into the network initially or during the Service Term, Customer shall comply, and shall cause all Service users to comply, with Frontier's Acceptable Use Policy (**"AUP"**), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change: http://www.frontier.com/policies/commercial_aup/. Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Failure to comply with the AUP is grounds for immediate suspension or termination of Frontier Internet Service, notwithstanding any notice requirement provisions of the FSA. Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer's systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer's accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer's or third parties' usage of Frontier Internet access through Customer's hardware or software.

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may <u>not</u> be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.		**Montgomery County**	
Frontier's Signature:		*Customer's Signature:*	
Printed Name:	Bob McCarthy	**Printed Name:**	
Title:	RSM	**Title:**	
Date:		**Date:**	

ATTACHMENT 1

Service Location	Service Address:	NPA-NXX	Access CIR (Mbps)	Charges	
				NRC	MRC
A	**20 Park St, Fonda, NY, 120658**	518-853	1,000 Mbps	**$ 0**	**$ 868**
B	**200 Clark Dr, Fultonville, NY, 12072**	518-853	Select Mbps	**$ 0**	**$ 868**
C	**street, city, state, zip**		Select Mbps	$	$
D	**street, city, state, zip**		Select Mbps	$	$
E	**street, city, state, zip**		Select Mbps	$	$
F	**street, city, state, zip**		Select Mbps	$	$
G	**street, city, state, zip**		Select Mbps	$	$
H	**street, city, state, zip**		Select Mbps	$	$
I	**street, city, state, zip**		Select Mbps	$	$
J	**street, city, state, zip**		Select Mbps	$	$
K	**street, city, state, zip**		Select Mbps	$	$
L	**street, city, state, zip**		Select Mbps	$	$
M	**street, city, state, zip**		Select Mbps	$	$
N	**street, city, state, zip**		Select Mbps	$	$
O	**street, city, state, zip**		Select Mbps	$	$
P	**street, city, state, zip**		Select Mbps	$	$
Q	**street, city, state, zip**		Select Mbps	$	$
			Subtotal:	**$ 0**	**$ 1,736**

Table 1: Ethernet Access Circuits

Table 2: Internet Access				
Internet Service added to LAN Solution	**Internet Elements**	**Originating Access Location**	**Termination on the Internet**	**MRC**
Internet Port and EVC (Silver ONLY)	Select Mbps	Select	Internet Port	$
Static IP Block: CIDR	**Usable Addresses**	**IP Version**	**NRC**	**MRC**
		Select	$	$

Table 3: Ethernet Virtual Circuits (EVCs) by Class of Service				
Type of EVC (Silver, Gold, Platinum)	**EVC CIR (Mbps)**	**Originating Access Service Location from Table 1**	**Terminating Access Service Location from Table 1**	**MRC**
Silver EVC	1,000 Mbps	A	B	$ **156**
Select	Select Mbps	Select	Select	$
Select	Select Mbps	Select	Select	$
Select	Select Mbps	Select	Select	$
Select	Select Mbps	Select	Select	$
Select	Select Mbps	Select	Select	$
Select	Select Mbps	Select	Select	$
Select	Select Mbps	Select	Select	$
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Select	Select Mbps	Select	Select	$
Select	Select Mbps	Select	Select	$
Select	Select Mbps	Select	Select	$
Select	Select Mbps	Select	Select	$