



**EQUIPMENT PURCHASE, INSTALLATION, MAINTENANCE SCHEDULE
Business**

This is Schedule Number 01 to the Frontier Services Agreement dated January 20, 2017 ("FSA") by and between the City of Greensboro, North Carolina for its Guilford Metro 9-1-1 Department ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Customer Information:

Installation Site:	1002 Meadowood St., Greensboro, NC 27409	Schedule Date:	January 20, 2017
Billing Address:	PO Box 3136, Greensboro, NC 27402-3136	Requested Install Date:	February 20, 2017
Single Point of Contact ("SPOC"):	Glenn Lamb	Phone:	336-373-7615

Equipment Purchase and Installation Services:	Payment
Equipment and associated products specifically identified in Attachment 1	\$ 26,618.19
Installation Services as specified in Attachment 2: Scope of Work ("SOW") (including adjustments from Section 6 of Attachment 2, if applicable)	\$
Total Payment:	\$ 26,618.19
Payment Schedule:	100% on Acceptance
Frontier reserves the right to invoice Customer for all costs incurred, if Installation Services are stopped, delayed, or rescheduled for more than 45 days, whether due to a request by Customer or as a result of a failure of Customer to meet the responsibilities outlined in Attachment 2.	
* 9-1-1 Equipment Payment Plan: 25% on mutual execution of this Schedule, 50% on shipment of Equipment, and 25% upon Acceptance.	

Maintenance Services: as further described in Attachment 3	Payment Amount monthly, annually or pre-paid based on selected Payment Schedule
911 Plan for the Equipment purchased pursuant to this Schedule.	\$ 30,151.78
Software Assurance	\$
Monitoring & Notification	\$
On-Site Technician – full time	\$
On-Site Technician – part time (hours/)	\$
Voice Mail Systems	\$
Overhead Paging Systems	\$
Call Center Systems	\$
Payment Notes: Maintenance Coverage date will start after Full On Site Inspection is completed and all equipment inventory provided by Guilford Metro 9-1-1 for this agreement is verified and in acceptable working order.	
Maintenance Service Total:	\$ 30,151.78
Payment Schedule:	pre-paid
Service Term:	1 year

Lease/Financing Option: NO YES (if checked the **Payment Schedule will be 100% on Acceptance**, and the following terms apply)

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

- Acceptance. Customer will execute a certificate of acceptance ("COA") upon Frontier's completion of installation activities, or the Equipment will be deemed accepted five (5) days following Frontier's completion of installation activities if Customer has not notified Frontier of a material problem related to such Equipment or the Installation Services identified in the SOW ("Acceptance"). Customer will sign the COA if Customer has beneficial use of the Equipment. If there are minor pending items, the COA will be signed with a list of exceptions (punch list), and Frontier will follow up on the punch listed items in a timely manner following the Acceptance. The Service Term for Maintenance Services begins on the date of Acceptance.
- Manufacturer Requirements. Customer acknowledges and agrees that the Equipment and Services provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors, and **all applicable licenses are subject to the manufacturer's end user license terms and conditions.**
- Title. [Intentionally Deleted – Maintenance provided is on Customer owned Equipment].



EQUIPMENT PURCHASE, INSTALLATION, MAINTENANCE SCHEDULE
Business

4. Warranty.

a. Equipment. All Equipment is warranted pursuant to the applicable manufacturer's standard warranty provisions, as outlined in the documentation packaged with the Equipment. This Schedule shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by Frontier or the third party manufacturers.

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

c. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION, TITLE OR NONINFRINGEMENT OF THIRD-PARTY RIGHTS.

5. Insurance. While Customer (or Lender if applicable) holds risk of loss and until title for any piece of Equipment purchased hereunder passes to Customer, Customer shall maintain insurance with limits sufficient to cover the replacement cost of the Equipment, issued by reputable and financially sound insurance companies authorized to do business in the state where the Equipment is located and with an A.M. Bests Rating of A IX or better. THE INSURANCE COVERAGE LIMITS SHALL IN NO ANY WAY RESTRICT OR DIMINISH CUSTOMER'S LIABILITY UNDER THIS SCHEDULE.

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

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

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

Signature and name fields for Frontier Communications of America, Inc. and City of Greensboro, North Carolina. Includes fields for Signature, Printed Name, Title, and Date.



Attachment 1

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

City of Greensboro for its Guilford Metro 9-1-1 Department
Meadowood
1002 Meadowood St.
Greensboro, NC 27409

Description:

24x7 Full Coverage Maintenance for West Viper 9-1-1 phone system equipment

at the Guilford Metro 9-1-1 Meadowood Site.

One Year Coverage.

Coverage includes existing equipment inventory list as provided by Guilford Metro 9-1-1 and included below.

Qty.	Part #	Description	Unit Price	Extended Price
18	950999/PRO1	West Software Protection and Remote Technical Support - 1 Yr/Position	\$1,090.91	\$19,636.37
		Sentry Monitoring		
32	915137	Sentry Monitoring per Node per Year	\$218.18	\$6,981.82
1	FTR MTC	Frontier Local Maintenance Support 1 Year	\$30,151.78	\$30,151.78
		Total Annual:		\$56,769.97
			Monthly:	\$4,730.83



Guilford Metro 9-1-1 Equipment Listing Provided.

Part Number	Description	Quantity
-	-	-
912800	Positron Gateway Shelf	3
912801	Positron CAMA Interface Module	6
912817/BB	7 FOOT Cabinet Prebuilt Building Block (Includes	1
912819/48	CSCO 3750 48 port Switch	2
912814-	ADMIN I/F MODULE 4 PORT	3
-	-	-
-	-	-
-	-	-
913850/S	Positron VIPER Enabling Kit	18
-	-	-
10081289	F4P338-48-AB5 48PT CAT5 PATCH PANEL 110 PUNCH	1
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
913100	Power 911 Client Access License	14
912920	ECCP Workstation License	14
913152	SW POWER 911 ADD-ON REC.F RADIO	14
-	-	-
-	-	-
-	-	-
920102	Power MIS - Data License	14
920101/U	Power MIS Concurrent Access License	1
-	-	-
920202/U	Regional MIS PSAP Data Access License - New	1
-	-	-
-	-	-
-	-	-
-	-	-
10218038	CB495A#ABA CLJ CP2025DN LASERPR 21PPM DUPLX	1
-	-	-
-	-	-
914102/BB	IWS Workstation Prebuilt Product Bundle	18
914600/1	IWS EXT.PROG.KEYPAD MODEL 683	18
Quote 628522022	Dell E Series E2211H, Widescreen, 22in Viewable In	18
913651	ITRR Audio Junction Box	14
913652	Audio Junction Cable (2 audio in 1 speaker out)	14
914840	Modem DSU/CSU (Digital)	2
-	-	-
914210/G6/R	IWS Type A Rack Server (1U 1CPU) 160GB SATA HD	1
-	-	-
912810/R	CSCO 1921 Router (For Connection to CSCO UCM)	1
912810/R	CSCO 1921 Router	2
912809/E	Quad Ether WIC for 1841/1921 Router	2
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
914230/G6/R/BB	IWS Type B Rack Server Prebuilt Product Bundle	1
914244/G6	300GB SAS Hot plug Hard Disk	4
-	-	-



EQUIPMENT PURCHASE, INSTALLATION, MAINTENANCE SCHEDULE
Business

-	-	-
912850	Positron VIPER Integrated ACD - Per Position	14
-	-	-
919000	Power MONITOR Software	1
-	-	-
-	-	-
-	-	-
914102/BB	IWS Workstation Prebuilt Product Bundle	1
100P000208-001	M series Dual Video Card	1
Q10003	HP LD4201 Monitor	1
Q10004	SmartMount Universal Flat Wall Mount SF650 Mount	1
912920	ECCP Workstation License	4
912850	Positron VIPER Integrated ACD - Per Position	4
913100	Power 911 Client Access License	4
913152	SW POWER 911 ADD-ON REC.F RADIO	4
-	-	-
920102	Power MIS - Data License	4
-	-	-

Part Number	Description	Quantity
915137	Sentry Monitoring/Node/Year 1	32
950999/PRO1	Software Protection and Remote Tech Support	18
-	-	-

Text to 9-1-1 Equipment (Meadowood Site) :

-	Guilford Backup	-
-	-	-
-	ITS Installation	-
950104	Intrado Professional Services (per Day)	1
960575	Living Expense per Day per Person	3
960580	Travel Fee per Person	1
-	TXT29-1-1	-
ITXTOTF6	TXT29-1-1 Integrated with Power 911 One-time-fee per PSAP-	1
P10063	ITS Equipment	1
-	DISCOUNT	-
DISCOUNT SVC	Service Discount	1
-	-	-
000-000	Miscellaneous Cables	1
-	-	-
P10063	ITS Equipment	1
-	-	-

Attachment 2
Scope of Work
Installation Services

1. **Overview.**

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

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

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

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

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

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

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

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

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

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

**** LIST ALL CUSTOMER REQUIREMENTS HERE OR REFERENCE AND ATTACH A SEPARATE DOCUMENT ****

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

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

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

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

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

3. **Frontier Responsibilities.**

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

*** SUMMARIZE INSTALLATION SPECIFICS PROVIDED BY FRONTIER AND INSERT VISIO DIAGRAM IF POSSIBLE ***

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

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

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

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

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

- All patch cables that are required with the exception of the single 2m (6.5') patch cord provided with each IP device or a single 12ft line cord for each digital phone.

- Ensure that all network equipment, configurations, cabling, power and grounding requirements are completed prior to installation start date.

- Provide Frontier with two (2) copies of current floor plans of the Installation Site that identify the placement of all cable plant, desktop devices, voice mailbox users and PCs as applicable to Frontier's installation responsibilities hereunder. These floor plans must be signed to indicate their completeness and accuracy. If cable records are inaccurate or unavailable, Frontier will require the purchase of cable "Tone & Testing" to generate updated cable plant and cross-connect records.

- All drilling at the Installation Site with the exception that Frontier will complete any drilling to secure required Equipment racks.

- Ensure all servers and computers supplied by the Customer meet the hardware and software specifications for all application software purchased.

- Provide Frontier with all required information to successfully integrate Installed Equipment and any OEM equipment supplied by the Customer.

- Provide a secure location for Equipment shipped to the Installation Site and sign required documentation (e.g. packing slip) to confirm receipt of ordered Equipment at the Installation Site. Upon signing the required documentation, the Customer is responsible for all Equipment.

- Wiring, cabling and connection to interface(s) of 3rd Party vendor equipment associated with the Installation (including headsets)

- Provide a minimum of two (2) static IP addresses for each installed system.

- Provide a working wire line telephone in or near the room of installed Equipment.

- Provide adequate conduit, duct and trough availability for required cabling associated with the installation.

- Prior to Project implementation, identify and remove all contaminated areas from asbestos or other hazardous materials. If Frontier discovers contaminated areas during Installation, Frontier will cease all Project activity until all hazardous materials are removed. Customer is responsible for all costs associated with removal of hazardous materials and additional costs incurred from Project delays due to the removal of hazardous materials.

5. Training.

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

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

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

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

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

Frontier will perform the following non-standard tasks:	Additional NRC
	\$
	\$
	\$
	\$
Customer assumes responsibility for (and Frontier will <u>NOT</u> perform) the following standard tasks:	Reduced NRC
	\$
	\$
	\$
	\$

**Attachment 3
Maintenance Services**

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

Service Limitations and Conditions:

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

- Frontier will provide maintenance and repair services with respect to the Equipment ("Maintenance Services") at the Installation Site. Only authorized agents and representatives of Frontier may perform such work. Any repair, alteration, configuration or servicing of the Equipment by Customer or third parties without the written consent of Frontier is a default of this Agreement and cause for termination of Maintenance Services, in whole or in part, at Frontier's option.
- During the Service Term, Frontier will maintain a point-of-contact twenty-four (24) hours a day, seven (7) days a week for Customer to report a problem with the Equipment to Frontier. When a problem occurs, after Customer has ascertained that it is not a result of an act or omission of Customer, Customer's equipment or facilities, or any third party or their facilities, Customer must contact Frontier to identify the problem and initiate an investigation ("Trouble Ticket"). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate Frontier technicians will initiate diagnostic testing and isolation activities to determine the source and severity of the problem. Frontier and Customer will cooperate to restore the Equipment to operational condition. If the source of the problem is within the Equipment, Frontier will be responsible for the repair or replacement of the Equipment, in Frontier's sole discretion. If the source of the problem is not the Equipment, at Customer's request Frontier will cooperate with Customer to conduct testing and repair activities, subject to Frontier's standard technician rates.
- Frontier will exercise commercially reasonable efforts to isolate any problems with the Equipment and to restore such Equipment to ordinary operational condition within the Response Time, identified in the Service Description table above, following receipt of Customer's notification that the Equipment is inoperative.
 - A Trouble Ticket will be categorized as "Major" if fifty percent (50%) of the system's stations or trunks are inoperative, or Customer is experiencing a complete loss of call processing. Frontier will use commercially reasonable efforts to respond to Customer's request within two (2) hours from the time a Trouble Ticket is initiated, and will complete the necessary repairs to the Equipment as soon as reasonably practicable.
 - All other Trouble Tickets will be categorized as "Minor", and Frontier's policy is to respond to Customer's request during Frontier's normal weekday business hours, Monday through Friday, excluding holidays, within one (1) business day from the time a Trouble Ticket is initiated, and will complete the repairs as soon as reasonably practicable.
 - Customer may request Maintenance Services be performed after Frontier's normal weekday business hours, and under such circumstances Maintenance Services will be billed to Customer at Frontier's then current overtime hourly rate plus expenses.
- If Frontier, in its sole discretion, determines that a unit of Equipment needs to be replaced, such Equipment will be replaced with equipment of like kind and functionality from a manufacturer of Frontier's choice at the time of replacement ("Exchange Unit"). The Exchange Unit may not be new but will be in good working order and of like kind and functionality. If Customer owns the Equipment, at the time of exchange title to the Exchange Unit will transfer to Customer, and Frontier will assume title to the replaced unit. The replaced unit will be returned to Frontier's inventory at Frontier's expense. Customer shall ensure that the failed Equipment is free of encumbrances at the time of the exchange. Customer further agrees to remove all external attachments or objects from the unit of equipment to be replaced before the time of exchange. Customer relinquishes all rights to such removed Equipment to Frontier.
- Maintenance Service does not include or apply to: (i) electrical work external to the Equipment, including but not limited to power or back-up power to or from the Equipment; (ii) Equipment failures caused by factors not related to the Equipment or outside Frontier's control, including but not limited to failure of the applicable Installation Site to conform with Frontier's specifications; (iii) use of the Equipment for any purpose other than as intended by the manufacturer; (iv) damage caused by attempted maintenance or repairs performed by anyone other than an Frontier employee or representative; (v) Equipment supplies, accessories, painting, or refurbishing; and (vi) any activity related to anything not furnished by Frontier, or use of Equipment with other equipment which fails to conform to manufacturer or Frontier specifications.
- Frontier may modify any of the maintenance charges at any time during the term of this Agreement by providing thirty (30) days prior written notice to Customer. Frontier may elect to assign billing functions to a third party by providing thirty (30) days prior written notice to Customer.
- Customer agrees that the Services provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors.
- If Maintenance Services are subject to an annual payment schedule, the initial annual payment will be included in the initial invoice and Frontier will invoice each subsequent annual payment approximately thirty (30) days prior to the anniversary of the date of Acceptance.