

Terms and Conditions for Frontier Business Service

About These Terms and Conditions

THIS NOTICE DESCRIBES THE TERMS AND CONDITIONS PURSUANT TO WHICH FRONTIER WILL PROVIDE ITS CUSTOMERS WITH BUSINESS SERVICE ("Service") AND 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 **FRONTIER BUSINESS SERVICES OR EQUIPMENT, YOU ("Customer") ARE** AGREEING TO THESE TERMS AND CONDITIONS. IF YOU SIGN AN AGREEMENT WITH A PHYSICAL OR ELECTRONIC SIGNATURE, THAT AGREEMENT SUPERSEDES ANYTHING INCONSISTENT IN THESE TERMS AND CONDITIONS.

1. Provision of Services and Equipment
 - a. 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"), pursuant to these Terms and Conditions.
 - b. 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 these terms and conditions and an applicable tariff, the tariff shall control except with respect to pricing, termination charges or cancellation charges for which these terms and conditions shall control.
 - c. Frontier will provide, maintain and repair the Frontier owned facilities and equipment used to provide the Services, up to and including the point at which the facilities and equipment are made available for interconnection to Customer's premises equipment or inside wiring. Customer shall provide Frontier reasonable access to Customer's premises during normal business hours for the purpose of installing, inspecting, testing, rearranging, repairing or removing any Service and/or equipment, including obtaining approvals, permits or licenses from third parties as necessary. Customer will provide all reasonable information and authorizations required by Frontier for the purpose of installing Services and/or Equipment,

performing routine network grooming, maintenance, upgrades, and addressing emergencies, including but not limited to design layout records of any Customer or third party network elements to be connected to the Services and Letters of Agency allowing Frontier to act on the Customer's behalf related to the Services and auxiliary third party services. Customer will cooperate in good faith and follow through with any coordination efforts required in a timely manner.

- d. Only authorized agents and representatives of Frontier may perform maintenance work. Any repair, alteration, configuration or servicing of Frontier's facilities or equipment by Customer or third parties without the written consent of Frontier is a default of these terms and conditions and cause for termination at Frontier's option.
- e. If Frontier is unable to commence performance of its maintenance obligations hereunder due to circumstances within Customer's control, any related costs incurred by Frontier, including but not limited to travel at normal rate and overtime labor rate expenses, will be reimbursed by Customer. Customer will reimburse Frontier for all costs incurred for maintenance and repair if: (i) the equipment is altered, maintained or repaired by any party other than Frontier, without Frontier' prior written consent, (ii) the malfunction is the result of mishandling, abuse, misuse, improper operation, improper storage, or improper installation by anyone other than Frontier (including use in conjunction with equipment electrically or mechanically incompatible); and (iii) if the problem originated from a source unrelated to the Equipment.
- f. Customer will provide (i) suitable building facilities (including but not limited to space, circuitry, power, backup power, and surge protectors) for the installation, operation, and maintenance of the Equipment in accordance with manufacturer's documentation and Frontier's installation standards; and (ii) a well-lighted and safe working area that complies with all local safety standards and regulations.
- g. The Services may be connected with the services or facilities of other carriers. Frontier may, when authorized by Customer and

agreed to by Frontier, act as Customer's agent for ordering facilities provided by other carriers to allow such connection of Customer's locations to Frontier's network or to the network of an underlying carrier or service.

- h. Customer is responsible for all charges billed by other carriers. Frontier shall not be responsible for the installation, operation, repair or maintenance or performance of equipment, facilities, software or service not provided directly by Frontier. Customer is responsible to provide equipment compatible with the Service and Frontier's network and facilities, and any wiring required to extend a communications termination and/or demarcation at the Customer premises. Customer will provide suitable building facilities for the provision of Services in accordance with local codes, including but not limited to ducting, conduit, structural borings, etc. for cable and conductors in floors, ceilings and walls; electrical service with suitable terminals and power surge protection devices; and metallic grounds with sufficient slack in the equipment room, installed in conformity with the National Electrical Code and local codes, and Frontier's installation standards. With respect to each Customer-designated location, Customer is responsible for taking all steps necessary to interconnect the Service at such location.
- i. Customer is solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of the Services and related equipment. 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.
- j. Frontier will manage its network in Frontier's sole discretion, and reserves the right to substitute, change or rearrange any equipment or facilities used in delivering Services. Frontier will endeavor to provide reasonable notice prior to any scheduled maintenance, planned enhancements or upgrades, which may result in a degradation or disruption in Service. Frontier reserves the right to suspend Service for emergency maintenance to Frontier's network

without notice to Customer. Customer shall designate a primary contact for receipt of such notice.

- k. Customer represents and warrants that its use of the Service and Equipment will comply and conform with all applicable federal, state and local laws, administrative and regulatory requirements and any other authorities having jurisdiction over the subject matter of these terms and conditions and it will be responsible for applying for, obtaining and maintaining all registrations and certifications which may be required by such authorities with respect to such use.
 - l. Customer and its employees shall be the only permitted end-user of the Services and Equipment. Customer shall not resell or bundle the Services or equipment, nor permit any third party to access the Services or Equipment in exchange for compensation of any kind.
2. Term

These Terms and Conditions apply to any Service ordered from and provided by Frontier. Customer will purchase the Services for the period of time identified by Frontier at the time Service was ordered (the "Service Term"), subject to these Terms and Conditions. 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 these terms and conditions and at the then applicable one-year term rate, excluding promotional rates.

3. Billing and Payment

- a. Customer shall pay all charges for Services identified at the time Service was ordered 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 with respect to the Services.
- b. In addition to the applicable charges set forth in the tariffs and disclosures, Customer shall pay all federal, state or local sales, use, privilege, gross receipts, utility, value added, excise or other taxes (exclusive of taxes based on the net income of Frontier or its affiliates), or any charges in lieu thereof, and any applicable surcharges or fees, whether government mandated or Frontier

initiated including but not limited to Primary Interexchange Carrier Charge, Federal Pre-Subscribed Line Charge, Carrier Cost Recovery Surcharge, E-911, and Universal Service and Local Number Portability.

- c. Unless otherwise stated, the Service Term and billing for the Service, will begin upon the earlier of (i) Customer's use of the applicable Service(s) or (ii) five (5) days following Frontier's installation of such Service(s), and such date is deemed the commencement of the applicable Service Term. All payments shall be due within thirty (30) days of the invoice date and late payments shall be subject to a late payment fee of the lesser of one and one-half percent (1.5%) per month or the maximum allowed by law. The late payment fee referred to above will be in addition to and not in lieu of any other remedies Frontier may have hereunder or under the law as a result of Customer's failure to pay. In the event Customer disputes any invoiced amount, Customer will pay all charges not disputed, and notify Frontier of the dispute in writing, providing an explanation of the basis for the dispute. If Frontier does not receive notice of a payment dispute by Customer within ninety (90) calendar days after the date of an invoice, such invoice will be final and not subject to further challenge. For the purpose of computing partial month charges, a month will consist of thirty (30) calendar days. Frontier reserves the right to suspend or terminate any or all Services or terminate the provision, lease, installation or repair of any or all equipment immediately if Customer is overdue more than thirty (30) days for payments that have not been disputed in good faith. Customer shall also be responsible for third party charges and penalties incurred as a result of Customer's use of the Services.
4. Cancellation and Early Termination Charges
 - a. If Customer cancels any Service prior to delivery of any equipment or installation of the Service, 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.

- b. Following installation, Customer may terminate a Service by providing at least thirty (30) days prior written notice to Frontier. If Customer terminates Service, or Frontier terminates Service as a result of Customer's default, then unless otherwise specifically provided in writing, Customer shall immediately pay Frontier a termination charge equal to all unpaid amounts applicable to the terminated Service through the date of termination, plus the MRC and all related taxes and surcharges multiplied by the number of months remaining in the applicable Service Term, if any. Partial months shall be prorated.
 - c. 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 Section are intended, therefore, to establish liquidated damages in the event of termination and are not intended as a penalty.
5. Limitation of Liability and Warranty Provisions
- a. The liability of Frontier and its affiliates related to the Service shall in no event exceed the limitations of liability set forth in the applicable tariffs or regulatory rule or order, or, if there is no applicable tariff provision, rule or order, the total amount paid for the applicable Service, or equipment during the prior 12 months. In cases of a Service Outage, liability shall be limited to 1/720 of the monthly recurring charge for each hour of the Service Outage. A "Service Outage" is an interruption in Service caused by a failure of Frontier's equipment or facilities, excluding degradation or disruption due to maintenance or an event outside Frontier's complete control. Notwithstanding the above, Frontier will not be liable to Customer for interruptions in Services caused by failure of hardware or software, failure of communications services, power outages, or other interruptions not within the complete control of Frontier. In addition, there will be no credits, reductions or set-offs against charges for Services, or for downtime of Services, except as expressly set forth herein.

- b. IN NO EVENT WILL FRONTIER OR ITS AFFILIATES BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, OR FOR ANY OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. FRONTIER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS, COST, CLAIM OR EXPENSE EXPERIENCED OR INCURRED BY CUSTOMER OR THIRD PARTIES RESULTING FROM THE USE OF THE SERVICES OR EQUIPMENT PROVIDED HEREUNDER, INCLUDING, FRAUD BY THIRD PARTIES.
- c. Frontier warrants that its equipment and facilities will be maintained in good working order and installation and maintenance services will be performed in a workmanlike manner. THIS LIMITED WARRANTY **IS FRONTIER'S EXCLUSIVE WARRANTY AND CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY.** THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO ITS FACILITIES, TRANSMISSION EQUIPMENT, DATA AND SERVICES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION. FRONTIER DOES NOT WARRANT THAT **THE SERVICES WILL MEET CUSTOMER'S NEEDS, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.**
- d. These terms and conditions 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. Customer agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of Frontier's Services and/or the Equipment will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right.
- e. Customer agrees that the Services and Equipment, and Frontier's performance 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.

- f. No action, regardless of form, relating to the Services may be brought more than two (2) years after the cause of action has arisen or charges have been billed whichever is earlier. The parties hereby waive the right to invoke any different limitation on the bringing of actions provided under state law.

6. Indemnification

Customer shall indemnify, defend and hold Frontier and its affiliates, and their respective directors, officers, employees, successors, assigns and agents, harmless from and against any and all claims, loss, damage, cost or expense (including reasonable attorneys' fees) to the extent arising out or relating to any claim, action or proceeding brought by any third party based upon: (i) Customer's breach these terms and conditions; (ii) Customer's negligence or willful misconduct in the performance of its obligations under these terms and conditions; (iii) use of the Equipment or Services by third parties, including employees, contractors or agents; (iv) any infringement or misappropriation of any patent, copyright, trademark, trade secret or other proprietary right arising from Customer's or any other person's use of the Equipment or Services or content transmitted to or from the Customer's location using the Equipment or Service; (v) any combination of the Equipment or Services with other equipment or services not provided by Frontier, or any modification of the Equipment or Services; (vi) any bodily injury (including illness or death) or property damage caused by the Customer or associated with the Equipment or Service; (vii) Customer's failure to maintain an adequate and safe environment free from any liens, or permitting unauthorized repairs; and (viii) the content of communications transmitted via the Equipment or Services. The obligations under this Section 6 are independent of any other obligation under these terms and conditions.

7. Confidentiality

- a. Customer and Frontier may disclose to each other information that is confidential in nature. In order to receive confidential treatment, all such information (hereafter "Information") shall be either (i) clearly marked as confidential if written, or clearly identified as

confidential if oral or (ii) reasonably understood by the recipient, based on the nature of the Information or the circumstances of disclosure, to be confidential or proprietary to the discloser. Except as required by law or regulation, Customer and Frontier agree not to disclose any information to any third party and to keep Information in a secure place available only to employees, affiliates, contractors or agents who are subject to obligations of confidentiality no less restrictive than those set forth herein, and who need to know the Information for purposes of the business dealing between Customer and Frontier, and to use Information only in connection with such business dealings. This Section is enforceable by injunction.

- b. Information will lose its confidential status if obtained legitimately from a third party without restriction or upon the expiration of six (6) years from delivery of each item of Information. Information shall remain the property of the disclosing party and shall be returned to such party on request or upon termination of the business dealing between Customer and Frontier.
- c. Notwithstanding anything herein to the contrary, Frontier shall have the right to include Customer's name in a public list of current customers who use Frontier's services, provided Frontier does not make any representation with respect to Customer and does not attribute any endorsements to Customer, without Customer's prior written consent. In addition, Frontier may publicly identify Customer as a new customer of Frontier or an existing customer obtaining expanded or additional services from Frontier, as the case may be.

8. Default

- a. Breach by Customer: If Customer fails to make any payment when due and such failure continues for five (5) days after notice, or fails to comply with any other term or condition of these terms and conditions, and such failure continues for thirty (30) days after notice, then Frontier shall have the right either to suspend the Service, or any portion thereof, until the default is remedied or to terminate the Service in whole or in part. Notwithstanding the above, in the following circumstances Frontier may immediately

suspend Services and, after (i) giving notice to Customer with an opportunity to respond appropriate to the circumstances and (ii) Customer's failure to respond, Frontier may terminate any or all Services, remove Equipment from Customer's premises and immediately repossess Equipment:

- 1) In the event of unauthorized, unlawful or improper use or abuse of the facilities, equipment, or Service, or
- 2) If, in the sole judgment of Frontier, Customer's use of the facilities, equipment, or Service has or will have an adverse affect on the business of Frontier or the efficiency of Frontier's personnel, network, property or service; or
- 3) Such action is necessary to meet the exigencies of an emergency; or
- 4) A court or other governmental authority having jurisdiction issues an order prohibiting Frontier from furnishing the Equipment or Services to Customer.

In addition, Frontier shall have the right to take immediate action, including termination of the Service and severing of the connection to its network without notice to Customer when injury or damage to Frontier personnel, network, property or service is occurring, or is likely to occur.

- b. Breach by Frontier: If Frontier has not remedied any breach within thirty (30) days after Frontier's receipt of written notice from Customer of such breach, Customer may terminate the Service which is the subject of such breach. This is Customer's exclusive remedy for a breach by Frontier.

9. Force Majeure

In no event will Frontier or its affiliates be liable for any delay in performance directly or indirectly caused by events beyond their control, including, but not limited to: acts or omissions of Customer, its agents, employees or contractors; acts of God; acts of the public enemy; acts of the United States, a state or other political subdivision; fire, floods or other natural disasters; accidents; wars; labor disputes or shortages; and inability to obtain material, power, equipment or transportation.

10. Assignment

The responsibility for the Services may not be assigned by either party without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed, except that Frontier may assign its responsibilities related to the Service to any successor to the business of Frontier by merger, consolidation or sale of assets or to any corporation controlling, controlled by or under common control with Frontier. Frontier may subcontract portions of the work to be performed hereunder, but shall remain fully liable to Customer for the workmanlike performance thereof.

11. Work Site Conditions

- a. If asbestos, or material containing asbestos, or any other hazardous or toxic materials are discovered during work associated with the Service, Frontier will suspend its work for a reasonable period of time to permit Customer to engage a qualified firm to remove and dispose of the asbestos or other toxic or hazardous materials from the site. Such suspension may result in an equitable adjustment to the charges for the Service based on any increase in costs incurred by Frontier.
- b. Customer agrees to release, indemnify, defend and hold harmless Frontier from and against any damages, losses, claims, demands or lawsuits arising out of or relating to the presence, removal or disposal of asbestos or any other hazardous or toxic material from the premises.

12. Title and Risk of Loss

- a. Risk of loss or damage for equipment and facilities provided pursuant to these terms and conditions and/or used by Frontier to provide the Services shall pass to Customer at time of delivery to Customer.
- b. Unless expressly sold to Customer, any equipment installed at Customer's premises in connection with the Services remains the personal property of Frontier or Frontier's assignee, notwithstanding that it may be or become attached to or embedded in realty, and upon termination of any applicable Service or Equipment lease, such equipment shall be returned to Frontier in

the same condition as installed, normal wear and tear excepted. Customer will not tamper with, remove or conceal any Frontier identifying plates, tags or labels. In the event of Customer's failure to comply with this Section, Customer will be billed for and pay to Frontier an amount equal to the retail value of such equipment.

- c. Customer will reimburse Frontier for any loss of, or damage to, any Frontier facilities or equipment in or on Customer's premises or property resulting from theft, willful injury, or any other cause whatsoever, other than any loss or damage resulting from either a natural disaster or the negligence or willful misconduct of Frontier or its agents.

13. Competition

Customer recognizes the availability of competitive alternatives for receiving the Services and Equipment provided either now or in the future, and has freely elected to accept these terms and conditions in order to receive the benefits of the Services.

14. Government Regulation

To the extent that any Service(s) provided hereunder are subject to the jurisdiction of the Federal Communications Commission ("FCC") or any state public utilities commission or other regulatory agency, these terms and conditions shall at all times be subject to changes, modifications, orders and rulings by the FCC and/or state public utilities commission or other regulatory agency. Frontier reserves the right to suspend, modify or terminate any Service without liability where any statute, regulation and/or ruling, including modifications thereto, by any regulatory agency (including the FCC), legislative body or court of competent jurisdiction, (i) prohibits, restricts or otherwise prevents Frontier from furnishing such Service, or (ii) has a material negative impact on Frontier's performance hereunder.

15. Governing Law

These terms and conditions shall be governed by and construed according to the laws of the State in which Services or Equipment are being provided hereunder without regard to its conflicts of laws provisions. Any related

litigation may be brought in any State or Federal courts of competent jurisdiction within such State. Customer and Frontier consent to personal jurisdiction in such courts.

16. No Waiver

If either party fails, at any time, to enforce any right or remedy available to it under these terms and conditions, that failure shall not be construed to be a waiver of the right or remedy with respect to any other breach or failure by the other party.

17. Severability

A declaration by any court, or other binding legal source, that any provision of these terms and conditions is illegal and void, will not affect the legality and enforceability of any other provisions of these terms and conditions, unless the provisions are mutually dependent.

18. Notice

All notices provided pursuant to these terms and conditions will be in writing and delivered by registered or certified US Mail, postage prepaid, or by commercial overnight delivery service, or by facsimile, or by regular mail and shall be deemed delivered either on the date of return receipt acknowledgment (in the case of certified US Mail), or on the next day after the sending of the notice if sent overnight mail, or three (3) days after mailing if by regular mail to the address of the party designated to receive such notice.

19. Independent Contractor Relationship

Each party understands and agrees that it and its personnel are not employees of the other party, and that each party is an independent contractor hereunder for all purposes and at all times.

20. Dispute Resolution

Except as otherwise specifically provided in or permitted by these terms and conditions, all disputes arising in connection with these terms and conditions 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

the parties may seek dispute resolution by binding arbitration. Customer and Frontier agree that either 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.

Dispute Resolution By Binding Arbitration

Customer should contact the Frontier Customer Service department regarding concerns or complaints about the Service or Frontier. Generally, complaints can be satisfactorily resolved in this way. If any dispute is not resolved through our Customer Service department, Customer agrees to resolve all disputes through binding arbitration or a small claims court rather than lawsuits, 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.

Customer and Frontier agree to arbitrate all disputes and claims including, but 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 the Services. Notwithstanding the foregoing, Frontier agrees that it will not arbitration to independently initiate debt collection against Customer except in response to claims made in arbitration. In addition, by agreeing to resolve disputes through arbitration, Customer and Frontier agree to each 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 in a small claims court for disputes or claims that are within the scope of the small claims court's authority. In addition, Customer 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.

The Federal Arbitration Act governs the interpretation and enforcement of this provision, even after the Services are terminated. In person arbitrations will take place at a location that the AAA selects in the state of Customer's primary residence unless otherwise mutually agreed. In addition, the arbitration will be governed by the Commercial Arbitration Rules (the "AAA Rules") of the American Arbitration Association ("AAA") and will be administered by the AAA. Procedure, rule and fee information is available from the AAA online at adr.org, by calling the AAA at 1.800.778.7879, or by calling Frontier at: 1.877.462.7320, option 3.

The arbitrator is bound by these Terms and Conditions. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. If Customer's claim is for \$10,000 or less, Customer may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in person hearing as established by the AAA Rules. If Customer's claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. 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.

The payment of AAA filing, administration, and arbitrator fees will be governed by the AAA Rules, including situations in which the arbitrator finds that either Customer's claim or the relief sought is frivolous or brought for an improper purpose, as measured by the standards of Federal Rule of Civil Procedure 11(b).

Customer and Frontier agree to seek only such relief—whether in the form of damages, an injunction, or other non-monetary relief—as is necessary to resolve any individual injury that either Customer or Frontier has suffered or may suffer. In particular, if either Customer or Frontier seeks non-monetary relief, such relief must be individualized and may not affect individuals or entities other than Customer or Frontier. Customer and Frontier agree that 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. 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 a court decides that applicable law **precludes enforcement of any of this paragraph's limitations as to a** particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court. Further, an arbitrator's award and any judgment confirming it shall apply only to that specific case and cannot be used in any other case except to enforce the award itself.

Notwithstanding any provision in this Terms and Conditions to the contrary if Frontier makes any change to this arbitration provision, Customer may reject that change and require Frontier to adhere to the language in this provision. By rejecting any future change, Customer agrees that it will arbitrate any dispute in accordance with the language of this provision.

21. Merger and Modification

These Terms and Conditions and any signed, written agreements between the Customer and Frontier contain the entire agreement between the parties relating to the subject matter hereof, and may not be modified, amended or supplemented except by written agreement signed by an authorized representative of each party.