

This is Schedule Number S-5550034175 to the Frontier Services Agreement dated 06/04/2020 ("FSA") by and between CITY OF PINELLAS PARK ("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.

Schedule Type/Purpose: DIA Schedule_02012021

Schedule Date:

01/03/2022

Service Term:

60 Months

Service Location: 11350 43rd Street North, Clearwater, FL 33762

Ethernet Service Description	Quantity	MRC	NRC
DIA (Dedicated Internet Access)	1	\$990.00	\$0.00
Silver 1 Gbps			
IP	1	\$10.00	\$20.00
/28 = 13 IPs			
Total:		\$1,000.00	\$20.00

1. Service Description:

a. Dedicated **Internet Access ("DIA")** DIA is a dedicated bandwidth from Customer Service Location to the Frontier IP network then to the public Internet which provides reliable, secure and scalable bandwidth. Physical termination shall conform to applicable rules and regulations with respect to Minimum point of entry (MPOE) and demarcation point. If Customer requests extensions beyond the MPOE, such extension (s) shall be subject to Frontier's cabling service policies and Frontier's charges related thereto per separate Frontier Cabling Service and Fee Schedule.

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 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. After Hours/Holiday Labor Hours. If Customer desires coordinated turn up services ("After Hours") during non-business hours, defined below, then the After Hours services shall be provided at the rate of \$175.00 per hour. Non-business hours include: (1) weeknights between the hours of 5:00 p.m. and 7:59 a.m. local time; (2) weekends, including Saturday and/or Sunday and (3) the Frontier designated holidays (New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day).

Such After Hours services may be subject to change, based upon Frontier's reasonable determination of increases in actual costs to provide such After Hours services, determined in accordance with generally accepted commercial accounting practices, and consistent with After Hours service charges for projects comparable to the project outlined in this Schedule.

5. Internet Acceptable Use Policy and Security. 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.

6. Service Level Agreement.

The Ethernet Service Level Agreement for the described Ethernet Services is attached hereto and incorporated herein as Exhibit 1.

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, regulatory fees/surcharges 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



**ETHERNET VIRTUAL PRIVATE LINE (EVPL)
DEDICATED INTERNET ACCESS (DIA)**

Frontier Confidential

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.

CITY OF PINELLAS PARK

Signature: _____
Printed Name: Scott Crouch
Title: Enterprise Sales Director
Date: _____

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

EXHIBIT 1

EVPL AND DIA SERVICE LEVEL AGREEMENT

This Ethernet Service Level Agreement ("SLA") applies to Ethernet Services ordered pursuant to an EVPL Ethernet Virtual Private Line (EVPL) Dedicated Internet Access (DIA) executed by and between **CITY OF PINELLAS PARK** ("Customer") and **Frontier Communications of America, Inc.** ("Frontier"). The terms of this SLA apply exclusively to the Ethernet network elements directly within Frontier's management responsibility and control ("EVPL/DIA Service," or where specifically designated "EVPL Service").

1. Operational Objectives

- a. **On Time Provisioning:** The objective for On-Time Provisioning for On-Net Services, where available, (specifically, qualified Tampa operating area), is determined from (a) the date the order is submitted and approved into the Frontier ordering system (by Frontier) to (b) successful testing by Frontier, within 30 calendar days. Customer must contact Frontier's dedicated phone number (1-800-921-8002) within 30 days of objective target date. If Frontier's failure to meet the On Time Provisioning objective is validated, Customer will receive a one month MRC credit (taxes, fees and surcharges are excluded). The Customer credit will appear within two (2) billing cycles from the time of credit validation. The On-Time Provisioning objective excludes bandwidths of 1G to 100G On-Net Service or Customer requested non-standard bandwidth speeds. The On-Time Provisioning credit is also subject to Sections 3 and 4 below, as applicable. Customer is required to 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 Frontier's Network 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.

- b. **Circuit Availability:** Circuit Availability is the ability to exchange data packets with the nearest Frontier Internet Point of Presence ("POP") or DIA Customer egress port (Z location) via the ingress port (A location). "Service Outage" occurs when packet transport is unavailable or when the output signal is outside the limits of this service guarantee. Availability is measured by the number of minutes during a calendar month that the On-Net Service is operational, divided by the total minutes in that calendar month. Calculation is based on the stop-clock method beginning at the date and time of the Customer-initiated trouble ticket and ends when Frontier restores SLA-compliant circuit operation. Frontier's On-Net Service Availability commitment and applicable Service credit are outlined in **Table 1A**, subject to Sections 3 and 4 below.

Table 1A: Dedicated Internet Access		
Circuit Availability (CA)		MRC Service Credit
Availability	99.99%	Below 99.99% Service Credit 30% MRC

- c. **Mean Time to Repair (MTTR):** MTTR is a monthly calculation of the average duration of time between Trouble Ticket initiation (in accordance with Section 2B) and Frontier's reinstatement of the DIA Service to meet the Availability performance objective. The MTTR objectives, and credits applicable to a failure to meet such objectives, are outlined in **Table 1B**, subject to Sections 3 and 4 below.

Table 1B: Dedicated Internet Access		
Mean Time to Repair		MRC Service Credit
MTTR	4 Hours	25 % MRC above 4 hrs
		50% MRC above 6 hrs.

3. Service Outage Reporting Procedure.

- a. Frontier will maintain a point-of-contact for Customer to report a Service Outage, twenty-four (24) hours a day, seven (7) days a week.
- b. When EVPL/DIA Service is impacted from a Service Outage, Customer must contact Frontier's commercial customer support center (also known as the "NOC") at 1-(888) 637-9620 to identify the Service Outage and initiate an investigation of the cause ("Trouble Ticket"). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate Frontier departments will initiate diagnostic testing and isolation activities to determine the source. In the event of a Service Outage, Frontier and Customer will cooperate to restore the Service. If the cause of a Service Outage is a failure of Frontier's equipment or facilities, Frontier will be responsible for the repair. If the degradation is caused by a factor outside the control of Frontier, Frontier will cooperate with Customer to conduct testing and repair activities at Customer's cost and at Frontier's, then current, standard technician rates.
- c. A Service Outage begins when a Trouble Ticket is initiated and ends when the affected EVPL/DIA Service is Available; provided that if the Customer reports a problem with a Service but declines to allow Frontier access for testing and repair, the Service will be considered to be impaired, but will not be deemed a Service Outage subject to these terms.
- d. If Frontier dispatches a field technician to perform diagnostic troubleshooting and the failure was caused by the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; then Customer will pay Frontier for all related time and material costs at Frontier's standard rates.

4. Credit Request and Eligibility.

- a. In the event of a Service Outage, Customer may be entitled to a credit against the applicable On-Net Service MRC if (i) Customer initiated a Trouble Ticket; (ii) the Service Outage was caused by a failure of Frontier's equipment, facilities or personnel; (iii) the Service Outage warrants a credit based on the terms of Section 1; and (iv) Customer requests the credit within thirty (30) days of last day of the calendar month in which the Service Outage occurred.
 - b. Credits do not apply to Service Outages caused, in whole or in part, by one or more of the following: (i) the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; (ii) failure of power; (iii) the failure or malfunction of non-Frontier equipment or systems; (iv) circumstances or causes beyond the control of Frontier or its representatives; (v) a Planned Service Interruption; (vi) Emergency Maintenance or (vii) interruptions resulting from Force Majeure events as defined in Customer's FSA. In addition, Customer will not be issued credits for a Service Outage during any period in which Frontier is not provided with access to the Service location or any Frontier network element, or while Customer is testing and/or verifying that the problem has been resolved. "Planned Service Interruption" means any Service Outage caused by scheduled maintenance, planned enhancements or upgrades to the Frontier network; provided that Frontier will endeavor to provide at least five (5) business days' notice prior to any such activity if it will impact the Services provided to Customer. "Emergency Maintenance" means maintenance which, if not performed promptly, could result in a serious degradation or loss of service over the Frontier network.
 - c. Except for the On-Time Provisioning credit (if applicable), all credit allowances will be limited to maximum of 50% of the MRC for the impacted EVPL/DIA Service, per month. For cascading failures, only the primary or causal failure is used in determining Service Outage and associated consequences. Only one service level component metric can be used for determining credits for a Service Outage. In the event of the failure of the Service to meet multiple metrics in a one-month period, the highest Service credit will apply, not the sum of multiple Service credits. For example, If Customer's Service Outage triggers both operational objectives (i.e. Circuit Availability and Mean Time to Repair), Customer will receive the highest available Service Credit, but not both.
 - d. This SLA guarantees service performance of Frontier's Ethernet data services only. This SLA does not cover TDM services [DS1, NxDS1, or DS3 services] or other voice or data services provided by Frontier. This SLA does not apply to services provided over third party non-partner facilities, through a carrier hotel, or over Frontier facilities which terminate through a meet point circuit with a third party non-partner carrier.
 - e. The final determination of whether Frontier has or has not met SLA metrics will be based on Frontier's methodology for assessment of compliant performance. Service Outage credits are calculated based on the duration of the Service Outage, regardless of whether such Service Outage is the result of failure of the Service to meet one or more performance metric.
 - f. Credit allowances, if any, will be deducted from the charges payable by Customer hereunder and will be expressly indicated on a subsequent bill to Customer. Credits provided pursuant to this SLA shall be Customer's sole remedy with regard to Service Outages.
5. **Chronic Outage:** An individual EVPL/DIA Service qualifies for "Chronic Outage" status if such service fails to meet the Availability objectives, and one or more of the following: (a) a single Trouble Ticket extends for longer than 24 hours, (b) more than 3 Trouble Tickets extend for more than 8 hours, during a rolling 6 month period, or (c) 15 separate Trouble Tickets of any duration within a calendar month. If an EVPL/DIA Service reaches Chronic Outage status, then Customer may terminate the affected EVPL/DIA Service without penalty; provided that Customer must exercise such right within ten (10) days of the EVPL/DIA Service reaching Chronic Outage status and provide a minimum of 15 days prior written notice to Frontier of the intent to exercise such termination right.