

## ETHERNET LOCAL AREA NETWORK (E-LAN) SCHEDULE With Managed Router

This is Schedule Number S-0000237483 to the Frontier Services Agreement dated 08/10/2017 ("FSA") by and between PINELLAS COUNTY E911 ("Customer") and Frontier Communications of America Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide Services and Equipment identified in the Schedule below.

 Primary Service Location:
 10750 Ulmerton Rd., Largo, Florida, 33778
 Schedule Date:
 05/29/2020

 Schedule Version:
 NEW ⋈ REPLACEMENT □
 Service Term:
 60

A detailed description of the Services, by location, is provided in Tables 1 and 2, on page 2 of this Schedule.

Service	NRC	MRC
Ethernet Access Circuit(s)	\$ 0	\$ 1278.00
Ethernet Virtual Circuit – EVC	\$ 0.00	\$ 0.00
Internet Port and EVPL Silver EVC	\$	\$
Static IP Select Size block	\$	\$
Special Construction	\$	\$
Managed Router	\$ 0	\$
Total:	\$ 0	\$ 1278.00

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

| More than 10% interstate in nature, or | less than 10% interstate in nature.

1. SERVICE DESCRIPTION. Ethernet Local Area Network (E-LAN) is a data service providing multipoint-to-multipoint Ethernet connections to each Customer User Network Interface (UNI). E-LAN will be designed, provisioned and implemented with standard switched Ethernet components. Each access circuit is given its own ingress / egress bandwidth profile. Connectivity is provided to all E-LAN access circuits thru a single non-deterministic Ethernet Virtual Circuit (EVC) carrying all bandwidth profiles. The E-LAN EVC provides secure traffic separation, and privacy for Customer Service Locations over Frontier's shared switching infrastructure. Frontier E-LAN features two configuration variations: 1) All-to-One Bundled Access which accepts and carries VLAN (Virtual LAN) tagged and/or untagged traffic and supports Layer-2 Control Protocol (L2CP) tunneling upon request. 2) Multiplexed Access will accept and carry multiplexed EVCs preserving the Customer's VLAN ID. Multiplexed Access does not support L2CP.

Managed Router Service: Frontier will configure the Router based on documented customer requirements. Customer shall permit Frontier to access the Router's Simple Network Management Protocol (SNMP) variables, and Customer shall, at Frontier's request, permit one or more Frontier network management systems to be the recipient of SNMP trap messages. Frontier will perform monitoring based on standard SNMP traps received from the Router. Frontier will work to isolate and determine the source and severity of the problems. If a problem is caused by either the network transport or the Router, Frontier and Customer will cooperate to restore the Router to operational condition. If the source of the problem is within the Router, Frontier will be responsible for the repair or replacement of the Router, in Frontier's sole discretion. If the source of the problem is not the Router, at Customer's request Frontier will cooperate with Customer to conduct testing and repair activities, subject to Frontier's standard technician rates. Frontier has no responsibility with respect to: (i) electrical work external to the Router, including but not limited to power or back-up power to or from the Router; (ii) Router failures caused by factors not related to the Router or outside Frontier's control, including but not limited to failure of the Service Location or any of Customer's other network equipment or facilities to conform with Frontier's specifications; (iii) use of the Router for any purpose other than as intended by the manufacturer; (iv) damage caused by anyone other than an Frontier employee or representative; (v) Router supplies, accessories, painting, or refurbishing; and (vi) any activity related to anything not furnished by Frontier, or use of Router which fails to conform to manufacturer or Frontier specifications.

<u>Special Construction</u>: 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.

- 2. 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.
- 3. 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.
- 4. 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. Each party agrees to be responsible for its own negligence and that of its employees and agents.

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## ETHERNET LOCAL AREA NETWORK (E-LAN) SCHEDULE With Managed Router

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)	Mbps		Internet Port	\$	
Static IP Block: CIDR	Usable Addresses	IP Version	NRC	MRC	
			\$	\$	

Service Charges Charges					rnes
Location	Service Address, and NPA NXX:	Ser	vice	NRC	MRC
Α	10750 Ulmerton Road, Largo, Florida, 33778, 727 464	Access CIR (Mbps) Managed Router	30 Mbps	\$ <b>0</b>	\$ 639.00 \$
В	1301 1st Avenue North, St Petersburg, Florida, 33705, 727 893	Access CIR (Mbps) Managed Router	30 Mbps	\$ <b>0</b>	\$ 639.00 \$
С	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps	\$ \$	\$ \$
D	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps	\$ \$	\$ \$
E	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps	\$ \$	\$ \$
F	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps	\$ \$	\$ \$
G	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps	\$	\$ \$
н	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps	\$	\$
ı	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps	\$ \$	\$
J	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps	\$ \$	\$
K	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps	\$ \$	\$
L	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps	\$	\$ \$
М	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps	\$	\$
N	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps	\$ \$	\$

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 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, 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.	PINELLAS COUNTY E911
Frontier's Signature:  Jeffrey Kay (May 5, 2020)	Customer's Signature:
Printed Name: Jeffrey Kay	Printed Name: Barry Burton
Title: Sales Director	Title: County Administrator
Date: 5/5/2020	Date: July 6, 2020

APPROVED AS TO FORM

JACINA HASTON OFFICE OF THE COUNTY ATTORNEY

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