

Pinellas County - Frontier - Combined Service Schedule

This is the Pinellas County Florida-Frontier Combined Schedule #1 ("Combined Schedule") dated June 11, 2024 and effective as of the date of last signature below (the "Effective Date") for each of the services listed in Exhibit A attached hereto and incorporated herein by this reference as if set forth herein.

- 1. <u>Schedule Amends FSA</u>. This Combined Schedule (and the terms and conditions set forth below) is a "Schedule" under and pursuant to the terms and conditions of the Frontier Services Agreement dated February 6, 2017 (the "FSA") and incorporates the service schedules and supplemental terms and conditions set forth below and / or attached hereto (each a specific "Schedule" or "Schedules") all of which are incorporated herein by this reference. If there is a conflict between the terms and conditions of this Schedule and the FSA, the terms and conditions of this Schedule will control. The order of precedence shall be: this Combined Services Schedule, the Schedules attached / referenced herein, and the FSA.
- Frontier Services Agreement. The FSA is by and between Pinellas County, a political subdivision of the State
 of Florida, on behalf of itself and its affiliates receiving services thereunder ("County" or "Customer") and
 Frontier Communications of America, Inc. on behalf of itself and its affiliates providing services thereunder
 ("Frontier" or "Contractor").
- 3. <u>Customer ability to use purchase orders</u>. Customer may place orders for new, upgrade, and/or renewal services and/or locations and Frontier agrees to provide the Services and Equipment identified by Customer in Customer issued purchase orders to Frontier setting forth the requested services, locations and other information as required for each respective specific service schedule. Frontier will provide the requested services under, pursuant to and per the terms and conditions in the specific appropriate Schedules in Exhibit A for the identified services at the pricing identified in Exhibit B attached hereto and made a part hereof by this reference as if set forth herein. The term of service for each such service shall (1) start on the earlier of (a) Customer's use of the service or (b) five (5) days after installation and turn-up of such service and (2) end on the date that is three (3) years (i.e. thirty-six (36) months) after the Effective Date of this Combined Schedule.
- 4. Additional Services. From the Effective Date and for the duration of the project, the County may elect to have Frontier perform Services that are not already specifically described in the Statement of Work / Service Schedules attached hereto but are related to the Services ("Additional Services Not Already Listed"). If County requests such Additional Services Not Already Listed, then Frontier shall perform such Additional Services Not Already Listed for the compensation to be mutually agreed and specified in a Statement of Work for Additional Services. Frontier shall commence performing the applicable Additional Services promptly upon receipt of both (a) County purchase order and (b) the fully executed Statement of Work and / or as per such Statement of Work for such services.
- 5. <u>De-scoping of Services / Termination of Existing Services</u>. The County reserves the right, in its sole discretion, to choose whether or not, and the extent to which, the County issues purchase orders for the new services made available to Frontier pursuant to this Schedule. Additionally, the County shall have the option, upon at least thirty (30) days' prior written notice to Frontier to also terminate one or more of the existing services being provided by Frontier as of the Effective Date of this Combined Schedule.
- 6. Pricing Chart / No Early Termination Fee. The County will receive current Frontier services it is receiving that are already under contract at the current existing pricing per current contract. New services ordered by the County shall be provided using the pricing / rates as set forth in the pricing chart and for a 36-month period of time from the date the County orders such new services. If the County wishes to terminate any services new or current hereinafter, the County may do so upon thirty (30) days' prior written notice to Frontier without any service termination fee as set forth in the Service Schedules and / or FSA.
- 7. <u>Non-Exclusive Services</u>. This Schedule imposes no obligation on the County to utilize Frontier for all goods and/or services of this type, which may develop during the term of the FSA and / or Service Schedules. This is a non-exclusive agreement during the term of the FSA and this Schedule, and any extensions thereof. The



County reserves the right to contract for another provider for similar goods and/or services as it determines necessary in its sole discretion. County's power to so contract with another provider does not alter, modify nor provide County with the ability to terminate services under contract with Frontier.

- 8. Cooperation between Contractors. Frontier will fully cooperate with other contractors on adjoining, related, or overlapping work in providing services as directed by the County. Frontier shall be compensated for providing labor, services and / or equipment in furtherance of providing such cooperation as mutually agreed by the County and Frontier. Prior to commencement of work, Frontier will provide an estimate reflecting Frontier standard rates (including for time and materials) for such labor, services and / or equipment. Should problems in coordination occur between Frontier and other contractors, Frontier will make County aware of these problems immediately so that the County may take steps to address the problem.
- 9. <u>Termination for Convenience</u>. Notwithstanding any other provision herein, the County may terminate this Schedule, without cause, by giving thirty (30) days' advance written notice to Frontier of the County's election to terminate this Schedule pursuant to this provision. The County's termination of this Schedule shall not terminate the purchase orders and / or services schedules hereunder already in place at the time of such termination notice and such termination shall not alter nor terminate the County's obligations as set forth in the FSA, this Schedule or the Service Schedules hereunder unless the County also provides to Frontier the County's notice of the County's termination of one or more services provided hereunder pursuant to the terms and conditions of this Combined Schedule.
- 10. Moves, adds, changes. Moves, adds and/or changes shall not generate an early termination fee provided the County provides the required thirty (30) days' prior written notice as set forth above. However, the County shall be responsible to pay Frontier's costs to perform the moves, adds and / or changes. Frontier will provide an estimate of such costs prior to making the requested change.

This Schedule and any of the provisions hereof may <u>not</u> be modified in any manner except by mutual written agreement. 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	Communicat	ions of	America,	Inc.

— DocuSigned by:

Signature: 72FB659E45D14C1.

Printed Joffnoy Kay

Name: Jeffrey Kay

Title: Director Government Sales

Date: 5/17/2024

Pinellas County, a political subdivision of the

State of Florida

Signature

Printed

Name: Kathleen Peters

Title: Chair

Date: July 16, 2024

ATTEST KEN BURKE, CLER

APPROVED AS TO FORM

By: Keiah Townsend

Office of the County Attorney



Exhibit A

Index of Service Schedules

(copies of the terms and conditions of each of the following Service Schedules are attached hereto and incorporated herein by this reference)

- (1) Dedicated Internet Access (DIA) Schedule
- (2) SIP Trunking Schedule
- (3) Frontier Managed Firewall Schedule
- (4) Frontier Business Voice Schedule
- (5) OneVoice Schedule
- (6) Frontier Business Fiber Internet Schedule
- (7) Frontier Broadband Schedule
- (8) MPLS/IP VPN Schedule 10 locations Schedule
- (9) MPLS/IP VPN Schedule 20 locations Schedule
- (10) Ethernet Local Area Network E-LAN Schedule
- (11) E-Line, EvPL, EPL Schedule
- (12) Unified Communications by Frontier Schedule
- (13) Call Center by Frontier Schedule
- (14) Frontier Managed Wireless LAN Schedule
- (15) Business Local and LD Schedule
- (16) Frontier Managed Network Services Schedule



EXHIBIT B – PRICING BY SERVICE All rates are based on a 36-month term

Customer will pay the rates and charges set forth in this Exhibit B and shall also pay all appliable taxes, fees, and charges (for clarification, appliable taxes, fees, and charges are not listed in the price tables below). If Customer becomes exempt for any applicable tax, fee, surcharge or other charges in the future, and Frontier is properly notified in writing of the exemption, Frontier will not bill Customer for such applicable tax, fee, surcharge or other charge.

Frontier build pricing is structured to the existing minimum point of entry ("MPOE") / Demarcation or Right of Way at the edge of Customer's property; if the MPOE/Demarcation (more, specifically the required facilities) does not exist, Customer shall be responsible, at its own expense, to provide conduit into the property for cable placement. Frontier shall NOT build conduit into the property.



This is Schedule Number S-0000365322 to the Frontier Services Agreement dated 02/6/2017 ("FSA") by and between PINELLAS COUNTY ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

22211 US Hwy 19

Primary Service Location: North Schedule CLEARWATER, Date:

Florida 6/11/2024

Schedule Type/Purpose: Order for New Service Service Term: 36

 Services Provided

 Service Address
 Service Description
 Quantity
 Charges

 NRC
 MRC

 22211 US Hwy 19 N Clearwater FL 33765
 Dedicated Internet Access (DIA) 5G
 1
 \$0.00
 \$2,148.00

 Subtotal:
 \$0
 \$2148

1. Service Description.

- a. <u>Dedicated Internet Access ("DIA")</u> 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. Pre-installation cancellation fees, FOC Notice and Special Construction.
- (a) <u>Pre-installation cancellation fees</u>. Notwithstanding any provision of the FSA: (1) If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment, Customer shall pay a processing fee of \$750 (the "Processing Fee") and (2) Frontier will provide Customer with notice (the "FOC Notice") of the project completion date (the "FOC Date") as soon as possible in light of the requested services and customer's location. If Customer cancels more than ten (10) business days after the issuance of the FOC Notice, Customer shall pay the Processing Fee and the total costs and expenditures of Frontier in connection with establishing the Service and / or providing the Equipment prior to Frontier's receipt of notice of cancellation including but not limited to any construction and engineering costs and Equipment restocking fees.
- (b) <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. Notwithstanding the foregoing, Customer shall not be required to pay construction, engineering and Processing Fees if the cancellation is within ten (10) business days of receipt of Frontier's notification of additional special construction and engineering costs pursuant to this Service Schedule.
- 3. <u>Obligations of Customer</u>. 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

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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. <u>Service Level Agreement</u>. The Dedicated Internet Access Service Level Agreement for Dedicated Internet Access 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 <u>not</u> be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc. PINELLAS COUNTY Signature: Signature: Printed Printed Name: Jeffrey Kay Name: Kathleen Peters Title: Title: Director Government Sales Chair Date: Date: 5/17/2024 July 16, 2024

ATTEST: KEN BURKE, CLERK

SEAL SEAL

APPROVED AS TO FORM

Keiah Townsend

Office of the County Attorney

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EXHIBIT 1 Service Level Agreement

This Dedicated Internet Access Service Level A Agreement ("SLA") applies to an Dedicated Internet Access (DIA) Schedule, executed by and between PINELLAS COUNTY ("Customer") and Frontier Communications of America, Inc. ("Frontier"). The terms of this SLA apply exclusively to the Dedicated network elements directly within Frontier's management responsibility and control ("On-Net Service").

1. Operational Objectives

A. Availability: Circuit Availability is the ability to exchange data packets with the nearest Frontier Internet Point of Presence ("POP") or DIA Customer port (Z location) via the ingress (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 Availat	oility (CA)	MRC Service Credit		
Availability	99.99%	Below 99.99% Service Credit 30% MRC		

B. 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	
WITTE	4110015	50% MRC above 6 hrs.	

C. To the extent applicable, the Customer is entitled to one Service Credit per Service Outage (i.e. for either the higher of Circuit Availability credit or Mean Time to Repair credit, if applicable). If applicable, the On-Time Provisioning credit would be in addition to the Service Outage credit.

2. 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 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 standard technician rates.
- C. A Service Outage begins when a Trouble Ticket is initiated and ends when the affected 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.

3. Credit Request and Eligibility.

A. In the event of a Service Outage, Customer may be entitled to a credit against the applicable DIA 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

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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 form 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. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of 50% of the MRC for the impacted 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 Service credits. 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 Dedicated Internet Access 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.
- 4. <u>Chronic Outage</u>: An individual 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 DIA Service reaches Chronic Outage status, then Customer may terminate the affected DIA Service without penalty; provided that Customer must exercise such right within ten (10) days of the 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.

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This is Schedule Number S-0000365323 to the Frontier Services Agreement dated 2/6/2017 ("FSA") by and between PINELLAS COUNTY ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

22211 US Hwy

Primary Service Location: 19 North CLEARWATER,

Schedule

Date: 6/11/2024

Florida

Service

Schedule Type/Purpose:

Order for New Service

e Term:

n: 36

Services Provided				
Service Address	Service Description	Quantity	N R C	Charges MRC
22211 US Hwy 19 N Clearwater FL 33765	10G ELAN SilvrAccIntraSt	1	\$ 0 0	\$1,112.5 0
Subtotal:			\$ 0	\$1112.5

1. SERVICE DESCRIPTION:

a. Ethernet Local Area Network (E-LAN) is a data transport configuration providing multipoint-to-multipoint Ethernet connections to each Customer User Network Interface (UNI). E-LAN consists of two (2) or more locations, providing full mesh connectivity for all locations. Frontier provides E-LAN on a standard best efforts' basis and subject to unspecified variable bit rate, latency, and packet loss with dependencies on current traffic load(s) within Frontier's Shared Infrastructure. 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 through a single non-deterministic Silver Ethernet Virtual Circuit (EVC) carrying all bandwidth profiles. The E-LAN Silver EVC provides secure traffic separation, and privacy for Customer Service Locations over Frontier's shared switching infrastructure. Frontier E-LAN features two design variations: 1) All-to-One Bundled Access which accepts and carries Customer VLAN (Virtual LAN) tagged and/or untagged traffic and supports Layer-2 Control Protocol (L2CP) tunneling upon request. This Service is also referred to as Ethernet Private Local Area Network (EP-LAN). 2) Multiplexed Access which accepts and carries multiplexed EVCs preserving the Customer's VLAN ID. This traffic needs to be tagged by the Customer. This Service is also referred to as Ethernet Virtual Private Local Area Network (EVP-LAN). Multiplexed Access does not support Layer 2 Control Protocol (L2CP). EVP-LAN can be used to support delivery of eligible Frontier services to a designated Customer Location (e.g. Frontier Connect – Cloud). 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 Fronti

2. Pre-installation cancellation fees, FOC Notice and Special Construction.

- (a) PRE-INSTALLATION CANCELLATION FEES. Notwithstanding any provision of the FSA: (1) If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment, Customer shall pay a processing fee of \$750 (the "Processing Fee") and (2) Frontier will provide Customer with notice (the "FOC Notice") of the project completion date (the "FOC Date") as soon as possible in light of the requested services and customer's location. If Customer cancels more than ten (10) business days after the issuance of the FOC Notice, Customer shall pay the Processing Fee and the total costs and expenditures of Frontier in connection with establishing the Service and / or providing the Equipment prior to Frontier's receipt of notice of cancellation including but not limited to any construction and engineering costs and Equipment restocking fees.
- (B) <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. Notwithstanding the foregoing, Customer shall not be required to pay construction, engineering and Processing Fees if the cancellation is within ten (10) business days of receipt of Frontier's notification of additional special construction and engineering costs pursuant to this Service Schedule.

- 3. <u>OBLIGATIONS OF CUSTOMER</u>. Customer shall properly use any equipment or software, and all pass codes, personal identification numbers ("PINs") or other access capability obtained from Frontier or an affiliate or vendor of Frontier and shall surrender the equipment and software in good working order to Frontier at a place specified by Frontier and terminate all use of any access capability upon termination or expiration of this Schedule. Customer shall be responsible for all uses of PINs, pass codes or other access capability during or after the term hereof. Customer agrees that the Equipment and Service provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors. Customer is responsible to ensure appropriate processes and protocols are in place for rate shaping to the amount of throughput ordered. Customer acknowledges that failure to comply with this responsibility may negatively impact Service performance.
- **4.** 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. 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.
- 6. <u>Service Level Agreement</u>. The E-LAN 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, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may <u>not</u> be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communication DocuSigned by:		PINELLAS C	PINELLAS COUNTY		
Signature:	Jeffrey tray 72FB659E45D14C1	Signature:	Halkley Felin		
Printed Name:	Jeffrey Kay	Printed Name:	Kathleen Peters		
Title:	Director Government Sales	Title:	Chair		
Date:	5/17/2024	Date:	July 16, 2024.		

SEAL By:



EXHIBIT 1 ETHERNET LOCAL AREA NETWORK SERVICE LEVEL AGREEMENT

This Ethernet Local Area Network Service Level Agreement ("SLA") applies to an Ethernet Local Area Network (E-LAN) Schedule executed by and between PINELLAS COUNTY ("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 ("On-Net Service").

1. Operational Objectives

A. <u>Availability</u>: Circuit Availability is the ability to exchange data packets with the nearest Frontier Internet Point of Presence (POP) or On-Net 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.

Table 1 A Ethernet Local Area Network SLAs					
Circuit (CA)	Availability	MRC Service Credit			
Availability	99.99%	Below 99.99% Service Credit 30% MRC			

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 2 and 3 below.

B. 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 On-Net 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 2 and 3 below.

Table 1B: Ethernet Local Area Network			
Mean Time To Repair		MRC Service Credit	
MTTR ON-NET	4 Hours	25 % MRC above 4 hrs	
	4 HOUIS	50% MRC above 6 hrs.	

2. 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 E-LAN Service is suffering 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 standard technician rates.
- C. A Service Outage begins when a Trouble Ticket is initiated and ends when the affected E-LAN 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.

3. Credit Request and Eligibility.

A. In the event of a Service Outage, Customer may be entitled to a credit against the applicable E-LAN 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 form 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. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of 50% of the MRC for the impacted E-LAN 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 Service credits. 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.
- D. This SLA guarantees service performance of Frontier's Ethernet Local Area Network (E-LAN) 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.
- 4. Chronic Outage: An individual E-LAN 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 E-LAN Service reaches Chronic Outage status, then Customer may terminate the affected E-LAN Service without penalty; provided that Customer must exercise such right within ten (10) days of the E-LAN 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.

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This is Schedule Number S-0000365325 to the Frontier Services Agreement dated 2/6/2017 ("FSA") by and between PINELLAS COUNTY ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

3500 Pinellas

Bayway

Primary Service Location:

South Tierra Schedule Date: Verde,

6/11/2024

36

Florida

Schedule Type/Purpose: Order for New Service

Service Term:

rvice Service Ferm:

	Services Provided			
Service Address	Our day Address		Charges	
Service Address Service Description	Quantity	NRC	MRC	
3500 Pinellas Bayway S Tierra Verde FL 33715	1G ELAN Silver Access	1	\$0.00	\$612.50
100 at 1 a	10 <u>22</u>	Subtotal:	\$0	\$612.5

1. SERVICE DESCRIPTION:

a. Ethernet Local Area Network (E-LAN) is a data transport configuration providing multipoint-to-multipoint Ethernet connections to each Customer User Network Interface (UNI). E-LAN consists of two (2) or more locations, providing full mesh connectivity for all locations. Frontier provides E-LAN on a standard best efforts' basis and subject to unspecified variable bit rate, latency, and packet loss with dependencies on current traffic load(s) within Frontier's Shared Infrastructure. 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 through a single non-deterministic Silver Ethernet Virtual Circuit (EVC) carrying all bandwidth profiles. The E-LAN Silver EVC provides secure traffic separation, and privacy for Customer Service Locations over Frontier's shared switching infrastructure. Frontier E-LAN features two design variations: 1) All-to-One Bundled Access which accepts and carries Customer VLAN (Virtual LAN) tagged and/or untagged traffic and supports Layer-2 Control Protocol (L2CP) tunneling upon request. This Service is also referred to as Ethernet Private Local Area Network (EP-LAN). 2) Multiplexed Access which accepts and carries multiplexed EVCs preserving the Customer's VLAN ID. This traffic needs to be tagged by the Customer. This Service is also referred to as Ethernet Virtual Private Local Area Network (EVP-LAN). Multiplexed Access does not support Layer 2 Control Protocol (L2CP). EVP-LAN can be used to support delivery of eligible Frontier services to a designated Customer Location (e.g. Frontier Connect – Cloud). 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 Fronti

2. Pre-installation cancellation fees, FOC Notice and Special Construction.

- (a) <u>Pre-Installation cancellation fees</u>. Notwithstanding any provision of the FSA: (1) If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment, Customer shall pay a processing fee of \$750 (the "Processing Fee") and (2) Frontier will provide Customer with notice (the "FOC Notice") of the project completion date (the "FOC Date") as soon as possible in light of the requested services and customer's location. If Customer cancels more than ten (10) business days after the issuance of the FOC Notice, Customer shall pay the Processing Fee and the total costs and expenditures of Frontier in connection with establishing the Service and / or providing the Equipment prior to Frontier's receipt of notice of cancellation including but not limited to any construction and engineering costs and Equipment restocking fees.
- (B) 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. Notwithstanding the foregoing, Customer shall not be required to pay construction, engineering



and Processing Fees if the cancellation is within ten (10) business days of receipt of Frontier's notification of additional special construction and engineering costs pursuant to this Service Schedule.

- 3. <u>OBLIGATIONS OF CUSTOMER</u>. Customer shall properly use any equipment or software, and all pass codes, personal identification numbers ("PINs") or other access capability obtained from Frontier or an affiliate or vendor of Frontier and shall surrender the equipment and software in good working order to Frontier at a place specified by Frontier and terminate all use of any access capability upon termination or expiration of this Schedule. Customer shall be responsible for all uses of PINs, pass codes or other access capability during or after the term hereof. Customer agrees that the Equipment and Service provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors. Customer is responsible to ensure appropriate processes and protocols are in place for rate shaping to the amount of throughput ordered. Customer acknowledges that failure to comply with this responsibility may negatively impact Service performance.
- **4.** <u>After Hours/Holiday Labor Hours</u>. 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. 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.
- 6. <u>Service Level Agreement</u>. The E-LAN 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, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may <u>not</u> be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Com	Iminications of America, Inc.	PINELLAS COUNTY	
Signature:	Jeffrey Lay 72FB659E45D14C1	Signature: Valkley Felin	
Printed Name:	Jeffrey Kay	Printed Name: Kathleen Peters	
Title:	Director Government Sales	Title: Chair	
Date:		Date: July 16, 2024.	_

SEAL SEAL

ATTEST KEN BURKE, ELERK

APPROVED AS TO FORM



EXHIBIT 1 ETHERNET LOCAL AREA NETWORK SERVICE LEVEL AGREEMENT

This Ethernet Local Area Network Service Level Agreement ("SLA") applies to an Ethernet Local Area Network (E-LAN) Schedule executed by and between PINELLAS COUNTY ("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 ("On-Net Service").

1. Operational Objectives

A. <u>Availability</u>: Circuit Availability is the ability to exchange data packets with the nearest Frontier Internet Point of Presence (POP) or On-Net 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.

Table 1 A Ethernet Local Area Network SLAs					
Circuit (CA)	Availability	MRC Service Credit			
Availability	99.99%	Below 99.99% Service Credit 30% MRC			

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 2 and 3 below.

B. 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 On-Net 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 2 and 3 below.

Table 1B: Ethernet Local Area Network			
Mean Time To Repair MRC Service Credit			
MTTR ON-NET	4 Hours	25 % MRC above 4 hrs	
	4 HOUIS	50% MRC above 6 hrs.	

2. 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 E-LAN Service is suffering 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 standard technician rates.
- C. A Service Outage begins when a Trouble Ticket is initiated and ends when the affected E-LAN 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.

3. Credit Request and Eligibility.

A. In the event of a Service Outage, Customer may be entitled to a credit against the applicable E-LAN 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 form 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. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of 50% of the MRC for the impacted E-LAN 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 Service credits. 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.
- D. This SLA guarantees service performance of Frontier's Ethernet Local Area Network (E-LAN) 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.
- 4. Chronic Outage: An individual E-LAN 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 E-LAN Service reaches Chronic Outage status, then Customer may terminate the affected E-LAN Service without penalty; provided that Customer must exercise such right within ten (10) days of the E-LAN 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.

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This is Schedule Number S-0000365324 to the Frontier Services Agreement date 2/6/2017 ("FSA") by and between PINELLAS COUNTY ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

> 10750 **Primary Service Location:**

Ulmerton

6/11/2024

Road Largo, Florida

Schedule Date:

Order for

Service

New Service

Term:

Schedule Type/Purpose:

36

Services Provided					
		Qu		Charges	
Service Address	Service Address Service Description		NRC	MRC	
10750 Ulmerton RD Largo FL 33778	10G ELAN SilvrAccIntraSt	1	\$0.00	\$1,112.50	
		Subtotal:	\$0	\$1112.5	

a. Ethernet Local Area Network (E-LAN) is a data transport configuration providing multipoint-to-multipoint Ethernet connections to each Customer User Network Interface (UNI). E-LAN consists of two (2) or more locations, providing full mesh connectivity for all locations. Frontier provides E-LAN on a standard best efforts' basis and subject to unspecified variable bit rate, latency, and packet loss with dependencies on current traffic load(s) within Frontier's Shared Infrastructure. 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 through a single non-deterministic Silver Ethernet Virtual Circuit (EVC) carrying all bandwidth profiles. The E-LAN Silver EVC provides secure traffic separation, and privacy for Customer Service Locations over Frontier's shared switching infrastructure. Frontier E-LAN features two design variations: 1) All-to-One Bundled Access which accepts and carries Customer VLAN (Virtual LAN) tagged and/or untagged traffic and supports Layer-2 Control Protocol (L2CP) tunneling upon request. This Service is also referred to as Ethernet Private Local Area Network (EP-LAN). 2) Multiplexed Access which accepts and carries multiplexed EVCs preserving the Customer's VLAN ID. This traffic needs to be tagged by the Customer. This Service is also referred to as Ethernet Virtual Private Local Area Network (EVP-LAN). Multiplexed Access does not support Layer 2 Control Protocol (L2CP). EVP-LAN can be used to support delivery of eligible Frontier services to a designated Customer Location (e.g. Frontier Connect - Cloud). 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. Pre-installation cancellation fees, FOC Notice and Special Construction.

- (a) PRE-INSTALLATION CANCELLATION FEES. Notwithstanding any provision of the FSA: (1) If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment, Customer shall pay a processing fee of \$750 (the "Processing Fee") and (2) Frontier will provide Customer with notice (the "FOC Notice") of the project completion date (the "FOC Date") as soon as possible in light of the requested services and customer's location. If Customer cancels more than ten (10) business days after the issuance of the FOC Notice, Customer shall pay the Processing Fee and the total costs and expenditures of Frontier in connection with establishing the Service and / or providing the Equipment prior to Frontier's receipt of notice of cancellation including but not limited to any construction and engineering costs and Equipment restocking fees.
- (B) 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. Notwithstanding the foregoing, Customer shall not be required to pay construction, engineering and Processing Fees if the cancellation is within ten (10) business days of receipt of Frontier's notification of additional special construction and engineering costs pursuant to this Service Schedule.

- 3. <u>OBLIGATIONS OF CUSTOMER</u>. Customer shall properly use any equipment or software, and all pass codes, personal identification numbers ("PINs") or other access capability obtained from Frontier or an affiliate or vendor of Frontier and shall surrender the equipment and software in good working order to Frontier at a place specified by Frontier and terminate all use of any access capability upon termination or expiration of this Schedule. Customer shall be responsible for all uses of PINs, pass codes or other access capability during or after the term hereof. Customer agrees that the Equipment and Service provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors. Customer is responsible to ensure appropriate processes and protocols are in place for rate shaping to the amount of throughput ordered. Customer acknowledges that failure to comply with this responsibility may negatively impact Service performance.
- **4.** 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. 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.
- 6. <u>Service Level Agreement</u>. The E-LAN 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, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may <u>not</u> be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.		PINELLAS COUNTY
Signature:	Jeffrey kay 72FB659E45D14C1	Signature: Value Felin
Printed Name:	Jeffrey Kay	Printed Name: Kathleen Peters
Title:	Director Government Sales	Title: Chair
Date:	5/17/2024	Date: July 16, 2024.

SEAL SEAL

ATTEST: KEN BURKE ELERK
By: Ally Were



EXHIBIT 1 ETHERNET LOCAL AREA NETWORK SERVICE LEVEL AGREEMENT

This Ethernet Local Area Network Service Level Agreement ("SLA") applies to an Ethernet Local Area Network (E-LAN) Schedule executed by and between PINELLAS COUNTY ("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 ("On-Net Service").

1. Operational Objectives

A. <u>Availability</u>: Circuit Availability is the ability to exchange data packets with the nearest Frontier Internet Point of Presence (POP) or On-Net 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.

Table 1 A Ethernet Local Area Network SLAs					
Circuit (CA)	Availability	MRC Service Credit			
Availability	99.99%	Below 99.99% Service Credit 30% MRC			

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 2 and 3 below.

B. 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 On-Net 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 2 and 3 below.

Table 1B: Ethernet Local Area Network				
Mean Time To	Repair	MRC Service Credit		
MTTR ON-NET 4 Hours		25 % MRC above 4 hrs		
		50% MRC above 6 hrs.		

2. 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 E-LAN Service is suffering 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 standard technician rates.
- C. A Service Outage begins when a Trouble Ticket is initiated and ends when the affected E-LAN 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.

3. Credit Request and Eligibility.

A. In the event of a Service Outage, Customer may be entitled to a credit against the applicable E-LAN 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 form 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. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of 50% of the MRC for the impacted E-LAN 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 Service credits. 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.
- D. This SLA guarantees service performance of Frontier's Ethernet Local Area Network (E-LAN) 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.
- 4. Chronic Outage: An individual E-LAN 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 E-LAN Service reaches Chronic Outage status, then Customer may terminate the affected E-LAN Service without penalty; provided that Customer must exercise such right within ten (10) days of the E-LAN 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.

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Exhibit B to Frontier Schedules dated June 11, 2024

PRODUCT (Assumes Qualifications for Fiber in Demarc or within 2,000 feet)	3-YEAR MRC	NRC/CIAC
Ethernet Internet Access (EIA) - 10Mbps	\$ 320.00	See Note 1
Ethernet Internet Access (EIA) - 20Mbps	\$ 350.00	See Note 1
Ethernet Internet Access (EIA) - 50Mbps	\$ 450.00	See Note 1
Ethernet Internet Access (EIA)- 100Mbps	\$ 700.00	See Note 1
Ethernet Internet Access (EIA) – 500Mbps	\$ 1,100.00	See Note 1
Ethernet Internet Access (EIA)– 1000Mbps	\$ 1,500.00	See Note 1
Ethernet Internet Access (EIA)– 2000Mbps	\$ 2,200.00	See Note 1
Ethernet Internet Access (EIA)– 3000Mbps	\$ 2,600.00	See Note 1
Ethernet Internet Access (EIA)– 5000Mbps	\$ 3,200.00	See Note 1
Ethernet Internet Access (EIA)– 10000Mbps	\$ 5,200.00	See Note 1
IP Block (5 usable IPs)	\$ -	See Note 1
IP Block (13 usable IPs)	\$ 10.00	See Note 1
IP Block (30 usable IPs)	\$ 20.00	See Note 1
IP Block (62 usable IPs)	\$ 30.00	See Note 1
IP Block (126 usable IPs)	\$ 40.00	See Note 1
IP Block (254 usable IPs)	\$ 50.00	See Note 1
2100.K (20 1 0000.10 III 0)	Ψ σσ.σσ	000 11010 1
SIP Trunks 999 or fewer \$19.00 each	\$ 19.00	See Note 1 & 2
SIP Trunks 1000 to 1199 \$15.00 each	\$ 15.00	See Note 1 & 2
SIP Trunks 1200 to 1899 \$10.00 each	\$ 10.00	See Note 1 & 2
SIP Trunks 1900 or more \$7.00 each	\$ 7.00	See Note 1 & 2
SIP DID \$0.25 each	\$ 0.25	See Note 1 & 2
Φ12 ψ0.23 cdoi1	Ψ 0.20	OCC NOIC T & Z
ISDN PRI (Plus SLC and ARC)	\$ 650.00	See Note 1
DID Number Block of 1	\$ 5.00	See Note 1
DID Number Block of 20	\$ 20.00	See Note 1
DID Number Block of 100	\$ 40.00	See Note 1
DID Hambel Block of 100	Ψ .0.00	333 11313 1
800 Service per Toll Free Number	\$ 2.00	See Note 1
Private Line DS1	\$ 426.18	See Note 1 & 2
Filvate Line DS I	Φ 420.10	See Note 1 & 2
Frontier Business Voice	\$ 39.99	See Note 1
Frontier Business Voice - Battery Backup Unit	\$ 39.99	See Note 1
OneVoice - Nationwide Long Distance and Local	\$ 39.99	See Note 1
One voice - Nationwide Long Distance and Local	Ψ 33.33	OCC NOIC 1
Business Fiber Internet - 500 Mbps	\$ 79.99	See Note 1
Business Fiber Internet - 1Gbps	\$ 110.99	See Note 1
Business Fiber Internet - 2 Gbps	\$ 154.99	See Note 1
Static IP Block - 1	\$ 19.99	See Note 1
Static IP Block - 5	\$ 25.00	See Note 1
Static IP Block - 13	\$ 55.00	See Note 1
Static IP Block - 29	\$ 80.00	See Note 1
Static IP Block - 61	\$ 120.00	See Note 1
Business Broadband Internet - 3M+	\$ 59.99	See Note 1
Business Broadband Internet - 12M+	\$ 89.99	See Note 1

Sign Envelope ID: 99E26496-1375-43A2-B38D-28A31417C1CB			
Business Broadband Internet - 45M+	\$	99.99	See Note 1
Static IP Block - 1	\$	19.99	See Note 1
Static IP Block - 5	\$	25.00	See Note 1
Static IP Block - 13	\$	55.00	See Note 1
MPLS/IP VPN - 10Mbps	\$	845.00	See Note 1 & 2
MPLS/IP VPN - 20Mbps	\$	1,259.00	See Note 1 & 2
MPLS/IP VPN - 30Mbps	\$	1,510.00	See Note 1 & 2
MPLS/IP VPN - 100Mbps	\$	2,884.00	See Note 1 & 2
100Mb ELAN (Silver)	\$	540.00	See Note 1 & 2
500Mb ELAN (Silver)	\$	690.00	See Note 1 & 2
1000Mb ELAN (Silver)	\$	900.00	See Note 1 & 2
2000Mb ELAN (Silver)	\$	1,200.00	See Note 1 & 2
3000Mb ELAN (Silver)		ICB per case	See Note 1 & 2
5000Mb ELAN (Silver)		ICB per case	See Note 1 & 2
10000Mb ELAN (Silver)		ICB per case	See Note 1 & 2
Ethernet Virtual Private Line - 10Mbps	\$	450.00	See Note 1 & 2
Ethernet Virtual Private Line - 20Mbps	\$	300.00	See Note 1 & 2
Ethernet Virtual Private Line - 50Mbps	\$	595.00	See Note 1 & 2
Ethernet Virtual Private Line - 100Mbps	\$	750.00	See Note 1 & 2
Ethernet Virtual Private Line - 500Mbps	\$	970.00	See Note 1 & 2
Ethernet Virtual Private Line - 1000Mbps	\$	1,250.00	See Note 1 & 2
Ethernet Virtual Private Line - 30Mbps Platinum CoS	\$	990.00	See Note 1 & 2
Ethernet Virtual Private Line - 5000Mbps		ICB per case	See Note 1 & 2
Ethernet Virtual Private Line - 10000Mbps		ICB per case	See Note 1 & 2
Unified Communications by Frontier (VOIP)	+	case by case	See Note 1 & 2
Unified Communications by Frontier Call Center		case by case	See Note 1 & 2
Managed Wireless LAN		case by case	See Note 1 & 2
Managed Firewall	\bot	case by case	See Note 1 & 2
Managed Network Services	-	case by case	See Note 1 & 2

Note 1: The NRC / CIAC is paid by the Customer. The specific amount of the applicable NRC / CIAC is determined on a case by case basis. Frontier will provide an estimate of the cost prior to each installation before order is placed and accepted.

Note 2: Rate per Connection

ICB - Individual Case Basis pricing based on infrastruture.

Note 3: The pricing set forth in this Exhibit A does not impact already existing schedules and prices that the County currenly pays and with respect to which the County and Frontier have already agreed.

Frontier Com—Docusigned by: America, Inc.	Pinellas County Florida Public Safety/BTS
Signature:	Signature:
Printed Name:	Printed Name:

DocuSign Enve	elope ID: 99E26496-1375-43A2-B38D-28A31417C1CB Director Government Sales	Title:
Date:	5/17/2024	Date:



E-Line Schedule Ethernet Virtual Private Line (EVPL) Ethernet Private Line (EPL)

This is Schedule Number S-0000357900 to the Frontier Services Agreement dated February 6, 2017 ("FSA") by and between Pinellas County ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Primary Service Location: 10750 Ulmerton Road Largo, FL 33778 Schedule Date: September 14, 2023 Schedule Type/Purpose: Renew existing Services (this Schedule supersedes) Service Term: 9/25/2023 - 9/2/2025

Service	NRC	MRC
Ethernet Virtual Private Line (EVPL)	\$ 0.00	\$ 2,936.00
Ethernet Virtual Private Line (EVPL) – Private Network for Frontier Managed SD WAN (details in Table 2)	\$	\$
Ethernet Private Line (EPL)	\$	\$
Ethernet Virtual Circuit(s) – EVC (details in Table 3)	\$	\$
Ethernet Internet Access (EIA) Internet Port and Silver EVC (details in Table 4)	\$	\$
Special Construction	\$	\$
Total:	\$ 0.00	\$ 2,936.00

Interstate / Intrastate Pricing Certification: "interstate in nature" means that the traffic transported by the Service originates in one state and terminates in another state or outside the United States, regardless of how it is routed. Designation may impact taxes and surcharges applicable to the Service. Customer certifies that its traffic over such Services will be: more than 10% interstate in nature (subject to federal jurisdiction/fees) 10% or less interstate in nature (subject to state jurisdiction/fees)

Table 1: E-LINE						
Service	Service Address, and NPA NXX:	Service		Charges		
Location	Service Address, and NFA NAA.		Service	NRC	MRC	
A	10750 Ulmerton Road, Largo, Florida, 33778, 727 NXX	Access CIR (Mbps)	100 MbpsMbps	\$ 0.00	\$ 1,468.00	
renew	Largo, Florida, 33776, 727 NAX			\$	\$	
В	1301 1st Avenue North, St Petersburg, Florida, 33705, 727	Access CIR (Mbps)	100 Mbps Mbps	\$ 0.00	\$ 1,468.00	
renew	NXX	, , ,		\$	\$	
С	street,	Access CIR (Mbps)	Select Mbps	\$	\$	
	city, state, zip, NPA NXX	, , ,		\$	\$	
D	street,	Access CIR (Mbps)	SelectMbps	\$	\$	
	city, state, zip, NPA NXX	, , ,		\$	\$	
E	street,	Access CIR (Mbps)	Select Mbps	\$	\$	
	city, state, zip, NPA NXX	,		\$	\$	
	Subtotal: \$ 0.00 \$ 2,936.00					

Table 2: SD WAN Private Network						
Service Level (Silver, Gold, Platinum)	Select Mbps	Service Location from Table 1	MRC			
Select	Select Mbps	Select	\$			
Select	SelectMbps	Select	\$			
Select	SelectMbps	Select	\$			
Select	SelectMbps	Select	\$			
Select	Select Mbps	Select	\$			
Subtotal:						

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E-Line Schedule Ethernet Virtual Private Line (EVPL) Ethernet Private Line (EPL)

Table 3: ETHERNET VIRTUAL CIRCUIT(S)						
Type of EVC (Silver, Gold, Platinum)	EVC CIR (M	bps)	Serv	nating Access vice Location om Table 1	Terminating Access Service Location from Table 1	MRC
Select	Mb	ps		Select	Select	\$
Select	Mb	ps		Select	Select	\$
Select	Mb	ps		Select	Select	\$
Select	Mb	ps		Select	Select	\$
Select	Mb	ps		Select	Select	\$
·					Subtotal:	\$ 0.00
	Tal	ble 4: Inte	rnet Acces	s		
Internet Service added to LAN Solution		Intern Elemei		Originating Access Location	Termination on the Internet	MRC
EIA Internet Port and Silver EVC		N	lbps	Select	Internet Port	\$
EIA Internet Port and Silver EVC		N	lbps	Select	Internet Port	\$
EIA Internet Port and Silver EVC		N	lbps	Select	Internet Port	\$
EIA Internet Port and Silver EVC		N	lbps	Select	Internet Port	\$
					Subtotal:	\$ 0.00

1. Service Description:

- a. Ethernet Virtual Private Line (EVPL) is a data transport configuration providing point-to-point or point-to-multipoint Ethernet connections between a pair of User Network Interfaces (UNIs). EVPL as a point-to-point configuration can be used to support delivery of eligible Frontier services to a designated Customer. Location (e.g. Frontier Connect—Cloud). EVPL is a carrier grade data networking service featuring Quality of Service (QoS) and the following progressively higher Class of Service (CoS) levels: Silver Service, Gold Service (Priority Data), or Platinum Service (Real Time). Frontier provides EVPL Silver Service on a standard best efforts' basis and subject to unspecified variable bit rate, latency, and packet loss with dependencies on current traffic load(s) within Frontier's Shared Infrastructure. EVPL will be designed, provisioned and implemented according to standard switched Ethernet components consisting of service multiplexed capability over UNIs and Ethernet Virtual Connections (EVCs) through the use of Virtual Local Area Networks (VLANs) in order to secure traffic separation, privacy and security between Customer's Service Locations over Frontier's shared switch and backbone infrastructure. Ethernet Virtual Private Line will accept and carry untagged and or tagged traffic as described per IEEE 802.1Q networking standards specific to Frontier's Ordering Guidelines for this Service. 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.
- b. Ethernet Private Line (EPL) is a data transport configuration providing point-to-point or point to multipoint switched Ethernet connections between a pair of User Network Interfaces (UNIs). EPL is a carrier grade data networking service featuring Quality of Service (QoS) with the following Class of Service (CoS) levels: Silver Service, Gold Service (Priority Data), or Platinum Service (Real Time). Frontier provides EPL Silver Service on a standard best efforts basis and subject to unspecified variable bit rate, latency, and packet loss with dependencies on current traffic load(s) within Frontier's Shared Infrastructure. EPL will be designed, provisioned and implemented according to standard switched Ethernet components consisting of an all to one bundled, port based, non-service multiplexed Ethernet Virtual Circuit (EVC) and User Network Interface (UNI).
- c. <u>SD WAN Private Network</u> is a data transport configuration providing multipoint-to-multipoint connections to each Customer User Network Interface (UNI). SD WAN Private Network consists of two (2) or more locations, providing full mesh connectivity for all locations. SD WAN Private Network requires Customer subscribe to Frontier SD WAN service and an EVPL (Table 1) access

2. Pre-installation cancellation fees, FOC Notice and Special Construction.

(a) <u>Pre-installation cancellation fees</u>. Notwithstanding any provision of the FSA: (1) If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment, Customer shall pay a processing fee of \$750 (the "Processing Fee") and (2) Frontier will provide Customer with notice (the "FOC Notice") of the project completion date (the "FOC Date") as soon as possible in light of the requested services and customer's location. If Customer cancels more than ten (10) business days after the issuance of the FOC Notice, Customer shall pay the Processing Fee.

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E-Line Schedule Ethernet Virtual Private Line (EVPL) Ethernet Private Line (EPL)

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(b) [Intentionally Omitted]

- 3. Obligations of Customer. Customer shall properly use any equipment or software, and all pass codes, personal identification numbers ("PINs") or other access capability obtained from Frontier or an affiliate or vendor of Frontier and shall surrender the equipment and software in good working order to Frontier at a place specified by Frontier and terminate all use of any access capability upon termination or expiration of this Schedule. Customer shall be responsible for all uses of PINs, pass codes or other access capability during or after the term hereof. Customer agrees that the Equipment and Service provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors. Customer is responsible to ensure appropriate processes and protocols are in place for rate shaping to the amount of throughput ordered. Customer acknowledges that failure to comply with this responsibility may negatively impact Service performance, and the ability to collect service credits as defined in Exhibit 1.
- **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. Each party agrees to be responsible for its own negligence and that of its employees and agents.
- **6.** <u>Producer Price Index Adjustment.</u> Unless otherwise prohibited by tariff, regulation or applicable law, Frontier shall, once per year in July, increase the above MRC for each service by the annual increase in the Producer Price Index for Total Final Demand as published by the U.S. Bureau of Labor Statistics ("PPI-FD"). The adjustment will be based on the percentage increase, if any, in PPI-FD for the most recent yearly period ending April 30th compared to the prior 12 month period ending April 30th and shall not exceed 9.5% in any year. The increase, if any, will be reflected as either an increase in the base MRC or as a separately stated item and occur for the first time in July of the calendar year after service installation.
- 7. Service Level Agreement. The E-Line Service Level Agreement for the described Ethernet Services is attached hereto and incorporated herein as Exhibit 1.

SIGNATURE PAGE TO FOLLOW

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Ethernet Private Line (EPL)

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

Frontier Communications of America, Inc. DocuSigned by:		Pinellas County		
Signature: Printed Name:	Jeffrey kay 	Signature: Printed Name:	Merry Celeste	
Title:	Director Government Sales	Title:	Division Director, Purchasing & Risk	
Date:	12/1/2023	Date:	12/29/2023	

APPROVED AS TO FORM

y: <u>Keiah Townsend</u>
Office of the County Attorney

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Ethernet Private Line (EPL)

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EXHIBIT 1

E-LINE SERVICE LEVEL AGREEMENT

This E-LINE Service Level Agreement ("SLA") applies to Ethernet Services ordered pursuant to an E-LINE Ethernet Virtual Private Line (EVPL), Ethernet Private Line (EPL) Schedule executed by and between **Pinellas County** ("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 ("E- E-LINE Service").

1. Operational Objectives

A. Availability: Circuit Availability is the ability to exchange data packets with the nearest Frontier Internet Point of Presence or E-LINE 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 E-LINE 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

Table 1A: E-LINE						
Circuit Availability		MRC Service Credit				
Availability	99.99%	Below 99.99% Service Credit 30% MRC				

Frontier restores SLA-compliant circuit operation. Frontier's E-LINE Service Availability commitment and applicable Service credit are outlined in **Table 1A**, subject to Sections 3 and 4 below.

B. 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 E-LINE 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: E-LINE				
Mean Time To	Repair	MRC Service Credit		
		25 % MRC above 4 hrs		
MTTR	4 Hours	50% MRC above 6 hrs.		

2. Performance Objectives

- A. Packet Delivery: The Frame Loss Ratio (FLR) is a round trip measurement between ingress and egress ports (NIDs) at the Customer's A and Z locations of packet delivery efficiency. FLR is the ratio of packets lost, round trip, vs. packets sent. Packet delivery statistics are collected for one calendar month. Credits will be based on Frontier's verification of packet delivery performance between NIDs at Customer's Service Location. The packet delivery SLA applies to CIR-compliant packets on Ethernet LAN / WAN circuits only. This packet delivery guarantee does not apply to Ethernet Internet services. Frontier offers three FLR Quality of Service (QoS) levels for Ethernet Data Service. The applicable SLA is based on the QoS level, as outlined in Table 1C. Ethernet Gold and Platinum are premium level services designed to support commercial customers' mission-critical and real time applications.
 - **Silver QoS** service is Frontier's basic business class data service with improved performance across all standard performance parameters. Ethernet Silver SLA, termed Standard Data (SD) Service, is Frontier's upgraded replacement of *Best Effort* Ethernet designed specifically for the commercial customer.
 - Gold QoS service is a premium business data service featuring enhanced performance parameters with packet forwarding priority set to *Priority Data*.
 - Platinum QoS service carries Frontier's highest QoS performance parameters and includes voice grade packet forwarding priority set to Real Time.

If packet delivery performance falls below the applicable packet delivery percentage, Customer will be entitled to a Service credit as outlined in **Table 1C**, subject to Sections 3 and 4 below.

Table 1C: E-LINE Frame Loss Ratio (FLR)				
Packet Loss QoS Level	Frame Loss Ratio (FLR) CITY	Frame Loss Ratio (FLR) STATE	Frame Loss Ratio (FLR) Inter-STATE	MRC Service Credit
Silver [Standard Data Service]	0.10%	0.10%	0.10%	10%
Gold [Priority Data Service]	0.01%	0.01%	0.025%	15%
Platinum [Real Time Data Service]	0.01%	0.01%	0.025%	20%

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Ethernet Private Line (EPL)

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- B. <u>Latency</u>: Latency, Frame Transfer Delay (FTD), is the maximum packet delivery time measured round-trip between Customer's A and Z locations at the Committed Information Rate (CIR). Latency is measured across On-Net Service paths between ingress and egress NIDs. Measurements are taken at one-hour intervals over a one month period. Credits are based on round-trip latency of 95th percentile packet. Customer must meet the following criteria to qualify for Service credits on the E-LINE Latency SLA outlined in **Table 1D**:
 - Access loops at Customer locations A and Z may be fiber or copper connectivity from the Serving Wire Center to the NIDs at each premise to qualify for the circuit SLA.
 - Each SLA guarantee is associated with ONLY one QoS Level. Frontier will honor the Service credit associated with the QoS level ordered for On-Net Services. Customer will be entitled to Service credits if the Service fails to meet applicable Performance Objective as outlined in **Table 1D** subject to Sections 3 and 4 below

Table 1D: E-LINE Frame Transfer Delay (FTD):					
Latency QoS Level	Round Trip Delay CITY	Round Trip Delay STATE	Round Trip Delay Inter-STATE	MRC Service Credit	
Silver [Standard Data Service]	≤ 56 ms	≤ 100 ms	≤ 250 ms	10%	
Gold [Priority Data Service]	≤ 26 ms	≤ 60 ms	≤ 160 ms	15%	
Platinum [Real Time Data Service]	≤ 14 ms	≤ 36 ms	≤ 140 ms	20%	

- C. <u>Jitter</u>: Packet Jitter, Frame Delay Variance (FDV), is the difference in end-to-end one way delay between selected packets in a data stream with any lost packets being ignored. Frontier guarantees average FDV (inter-packet differential) performance on E-LINE Service transmissions will meet performance parameters outlined in the table below. Credits are based on the monthly average Frame Delay Variance. Customer must meet the following criteria to qualify for Service credits on the E-LINE Jitter SLA:
 - Access loops at Customer Service Locations A and Z may be fiber or copper connectivity from the Serving Wire Center to the NIDs at each Service Location to qualify for Fiber Loop FDV SLA.
 - Each SLA guarantee is associated with ONLY one QoS Level. Frontier will honor the Service credit associated with the QoS level ordered for E-LINE Services, as outlined in the applicable Ethernet Service Schedule. Customer will be entitled to the credit as outlined in **Table 1E** if E-LINE Services fail to meet applicable service level objectives, subject to Sections 3 and 4 below.

Table 1E: E-LINE Frame Delay Variance (FDV):				
Jitter QoS Level	Average Jitter Per Site CITY	Average Jitter Per Site STATE	Average Jitter Per Site Inter-STATE	MRC Service Credit
Silver [Standard Data Service]	n/s	n/s	n/s	10%
Gold [Priority Data Service]	≤ 8 ms	≤ 40 ms	≤ 40 ms	15%
Platinum [Real Time Data Service]	≤ 3 ms	≤ 8 ms	≤ 10 ms	20%

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 E-LINE Service is suffering 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 standard technician rates.

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Ethernet Private Line (EPL)

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- C. A Service Outage begins when a Trouble Ticket is initiated and ends when the affected E-LINE 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. [Intentionally Omitted]

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 form 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. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of 50% of the MRC for the impacted E-LINE 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 Service credits. 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.
- 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 E-LINE 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 E-LINE Service reaches Chronic Outage status, then Customer may terminate the affected E-LINE Service without penalty; provided that Customer must exercise such right within ten (10) days of the E-LINE 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.

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This is Schedule Number S-0000357927 to the Frontier Services Agreement dated February 6, 2017 ("FSA") by and between Pinellas County ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Primary Service Location:

Street Address: 10750 Ulmerton Road Schedule Date: September 14, 2023

City, State, Zip: Largo, Florida, 33778 Service Term: 10/17/2023-9/2/2025

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

Service	Charges		
Service	NRC	MRC	
Access Circuit	\$ 0.00	\$ 2,701.64	
IP VPN EVC	\$	\$	
Internet EVC/Port	\$	\$	
IP VPN Port CoS Scheme: select one	\$	\$	
Interstate / Intrastate Pricing Certification: Customer certifies that its dedicated point-to ⊠ will be more than 10% interstate in nature; OR will be 10% or le The term "interstate in nature" means that the traffic originates in one state and terminates	ss interstate in nature.	es, regardless of how it is routed.	
Managed Service	NRC	MRC	
Router(s): see selections on Attachment 1	\$	\$ 0.00	

- Managed Router Service Description. 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.
- 2. <u>Obligations of Customer</u>. 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.
- 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.

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

Frontier Commu	nications of America, Inc.		Pinellas County
Frontier's Signa	ture:		Customer's Signature:
_	DocuSigned by:	ш	
	Jeffrey tray 72FB659E45D14C1		Merry Colaste
Printed Name:	Jeffrey Kay		Printed Name: Merry Celeste
Title:	Director Government Sales		Title: Division Director, Purchasing & Risk
Date:	10/18/2023		Date: 12/29/2023



SERVICE DESCRIPTION BY LOCATION

Service	Service Address: (street, city, state)	Comice	Bondwidth / Tymo	Cha	arges
Location		Service	Bandwidth / Type	NRC	MRC
		Access Circuit	30 Mbps	\$ 0.00	\$ 1,350.82
		IP VPN EVC: (Platinum)	Select Mbps	\$	\$
Primary	10750 Ulmerton Road	Internet EVC/Port (Silver)	Select Mbps	\$	\$
	Largo, Florida, 33778	IP VPN Port	Select Mbps	\$	\$
		Managed Router	Select	\$	\$
		Access Circuit	30 Mbps	\$ 0.00	\$ 1,350.82
		IP VPN EVC: (Platinum)	Select Mbps	\$	\$
2	10750 Ulmerton Road city, state, zip	Internet EVC/Port (Silver)	Select Mbps	\$	\$
	City, State, Zip	IP VPN Port	Select Mbps	\$	\$
		Managed Router	Select	\$	\$
		Access Circuit	Select Mbps	\$	\$
		IP VPN EVC: (Platinum)	Select Mbps	\$	\$
3	street	Internet EVC/Port (Silver)	Select Mbps	\$	\$
	city, state, zip	IP VPN Port	Select Mbps	\$	\$
		Managed Router	Select	\$	\$
		Access Circuit	Select Mbps	\$	\$
		IP VPN EVC: (Platinum)	Select Mbps	\$	\$
4	street	Internet EVC/Port (Silver)	Select Mbps	\$	\$
	city, state, zip	IP VPN Port	Select Mbps	\$	\$
		Managed Router	Select	\$	\$
		Access Circuit	Select Mbps	\$	\$
		IP VPN EVC: (Platinum)	Select Mbps	\$	\$
5	street	Internet EVC/Port (Silver)	Select Mbps	\$	\$
	city, state, zip	IP VPN Port	Select Mbps	\$	\$
		Managed Router	Select	\$	\$
		Access Circuit	Select Mbps	\$	\$
		IP VPN EVC: (Platinum)	Select Mbps	\$	\$
6	street	Internet EVC/Port (Silver)	Select Mbps	\$	\$
	city, state, zip	IP VPN Port	Select Mbps	\$	\$
		Managed Router	Select	\$	\$
		Access Circuit	Select Mbps	\$	\$
		IP VPN EVC: (Platinum)	Select Mbps	\$	\$
7	street	Internet EVC/Port (Silver)	Select Mbps	\$	\$
	city, state, zip	IP VPN Port	Select Mbps	\$	\$
		Managed Router	Select	\$	\$
		Access Circuit	Select Mbps	\$	\$
		IP VPN EVC: (Platinum)	Select Mbps	\$	\$
8	street	Internet EVC/Port (Silver)	Select Mbps	\$	\$
	city, state, zip	IP VPN Port	Select Mbps	\$	\$
		Managed Router	Select	\$	\$
		Access Circuit	Select Mbps	\$	\$
		IP VPN EVC: (Platinum)	Select Mbps	\$	\$
9	street	Internet EVC/Port (Silver)	Select Mbps	\$	\$
	city, state, zip	IP VPN Port	Select Mbps	\$	\$
		Managed Router	Select	\$	\$

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		Access Circuit	Select Mbps	\$ \$
	street city, state, zip	IP VPN EVC: (Platinum)	Select Mbps	\$ \$
10		Internet EVC/Port (Silver)	Select Mbps	\$ \$
		IP VPN Port	Select Mbps	\$ \$
		Managed Router	Select	\$ \$

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This is Schedule Number S-0000357928 to the Frontier Services Agreement dated February 6, 2017 ("FSA") by and between Pinellas County ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Primary Service Location:

Street Address: 10750 Ulmerton Road Largo, FL 33778

Schedule Date: September 14, 2023

City, State, Zip: Largo, Florida, 33778

10/17/2023-9/2/2025

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

Service	Charges		
Service	NRC	MRC	
Access Circuit	\$ 0.00	\$ 2,701.64	
IP VPN EVC	\$	\$	
Internet EVC/Port	\$	\$	
IP VPN Port CoS Scheme: select one	\$	\$	
Interstate / Intrastate Pricing Certification: Customer certifies that its dedicated point-to ⊠ will be more than 10% interstate in nature; OR	ss interstate in nature.	tes, regardless of how it is routed.	
Managed Service	NRC	MRC	
Router(s): see selections on Attachment 1	\$	\$ 0.00	

- Managed Router Service Description. 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.
- 2. <u>Obligations of Customer</u>. 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.

Service Term:

- 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.

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

Frontier Communications of America, Inc.	Pinellas County
Frontier's Signature: DocuSigned by:	Customer's Signature:
Jeffrey Lay 72FB659E45D14C1	Merry Coloste
Printed Name: Jeffrey Kay	Printed Name: Merry Celeste
Title: Director Government Sales	Title: Division Director, Purchasing & Risk
Date: 10/18/2023	Date: 12/29/2023

ATTACHMENT 1



SERVICE DESCRIPTION BY LOCATION

Service	Service Address:	Service	Pandwidth / Type	Cha	arges
Location	(street, city, state)	Service Ball	Bandwidth / Type	NRC	MRC
		Access Circuit	30 Mbps	\$ 0.00	\$ 1,350.82
		IP VPN EVC: (Platinum)	Select Mbps	\$	\$
Primary	1301 1 st Avenue North	Internet EVC/Port (Silver)	Select Mbps	\$	\$
-	St Petersburg, Florida, 33705	IP VPN Port	Select Mbps	\$	\$
		Managed Router	Select	\$	\$
		Access Circuit	30 Mbps	\$ 0.00	\$ 1,350.82
		IP VPN EVC: (Platinum)	Select Mbps	\$	\$
2	1301 1 st Avenue North St Petersburg, Florida, 33705	Internet EVC/Port (Silver)	Select Mbps	\$	\$
	St Petersburg, Florida, 33705	IP VPN Port	Select Mbps	\$	\$
		Managed Router	Select	\$	\$
		Access Circuit	Select Mbps	\$	\$
		IP VPN EVC: (Platinum)	Select Mbps	\$	\$
3	street	Internet EVC/Port (Silver)	Select Mbps	\$	\$
	city, state, zip	IP VPN Port	Select Mbps	\$	\$
		Managed Router	Select	\$	\$
		Access Circuit	Select Mbps	\$	\$
		IP VPN EVC: (Platinum)	Select Mbps	\$	\$
4	street city, state, zip	Internet EVC/Port (Silver)	Select Mbps	\$	\$
	city, state, zip	IP VPN Port	Select Mbps	\$	\$
		Managed Router	Select	\$	\$
		Access Circuit	Select Mbps	\$	\$
		IP VPN EVC: (Platinum)	Select Mbps	\$	\$
5	street	Internet EVC/Port (Silver)	Select Mbps	\$	\$
	city, state, zip	IP VPN Port	Select Mbps	\$	\$
		Managed Router	Select	\$	\$
	İ	Access Circuit	Select Mbps	\$	\$
		IP VPN EVC: (Platinum)	Select Mbps	\$	\$
6	street	Internet EVC/Port (Silver)	Select Mbps	\$	\$
	city, state, zip	IP VPN Port	Select Mbps	\$	\$
		Managed Router	Select	\$	\$
		Access Circuit	Select Mbps	\$	\$
		IP VPN EVC: (Platinum)	Select Mbps	\$	\$
7	street	Internet EVC/Port (Silver)	Select Mbps	\$	\$
	city, state, zip	IP VPN Port	Select Mbps	\$	\$
		Managed Router	Select	\$	\$
		Access Circuit	Select Mbps	\$	\$
		IP VPN EVC: (Platinum)	Select Mbps	\$	\$
8	street	Internet EVC/Port (Silver)	Select Mbps	\$	\$
	city, state, zip	IP VPN Port	Select Mbps	\$	\$
		Managed Router	Select	\$	\$
		Access Circuit	Select Mbps	\$	\$
		IP VPN EVC: (Platinum)	Select Mbps	\$	\$
9	street	Internet EVC/Port (Silver)	Select Mbps	\$	\$
	city, state, zip	IP VPN Port	Select Mbps	\$	\$
		Managed Router	Select	\$	\$

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MPLS/ IP VPN Schedule



		Access Circuit	Select Mbps	\$ \$
	-44	IP VPN EVC: (Platinum)	Select Mbps	\$ \$
10	street city, state, zip	Internet EVC/Port (Silver)	Select Mbps	\$ \$
	oity, state, zip	IP VPN Port	Select Mbps	\$ \$
		Managed Router	Select	\$ \$

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This is Schedule Number S-0000237481 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 the Services and Equipment identified in the Schedule below.

Primary Service Location:

Street Address: 1301 1st Ave North

Schedule Date:

05/29/2020

City, State, Zip: S

St Petersburg, Florida, 33705

Service Term:

60

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

Service	Charges		
Service	NRC	MRC	
Access Circuit	\$ 0	\$ 8558.00	
IP VPN EVC	\$	\$	
Internet EVC/Port	\$	\$	
IP VPN Port CoS Scheme: 90% Premium	\$ 0	\$	
Interstate / Intrastate Pricing Certification: Customer certifies that its dedicated point-to implication will be more than 10% interstate in nature; OR interstate in one state and terminates The term "interstate in nature" means that the traffic originates in one state and terminates	es, regardless of how it is routed.		
Managed Service	NRC	MRC	
Router(s): see selections on Attachment 1	\$ 0	\$ 594.00	

Managed Router Service Description. 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.

- 2. <u>Obligations of Customer</u>. 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.
- 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.

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

Frontier Communications of America, Inc.	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

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APPROVED AS TO FORM

JACINA HASTON
OFFICE OF THE COUNTY ATTORNEY



ATTACHMENT 1 SERVICE DESCRIPTION BY LOCATION

Service	Service Address:	Sarvica	Bandwidth / Type	Cha	arges
Location	(street, city, state)	Service		NRC	MRC
		Access Circuit	30 Mbps	\$ 0	\$ 1510.00
	1201 1 St Ave	IP VPN EVC: (Platinum)	Mbps	\$	\$
Primary		Internet EVC/Port (Silver)	Mbps	\$	\$
	g,	IP VPN Port	Mbps	\$	\$
		Managed Router	1M - 50Mbps w/SEC Option	\$ 0	\$ 99.00
		Access Circuit	30 Mbps	\$ 0	\$ 1510.00
	4204 4-4 4	IP VPN EVC: (Platinum)	Mbps	\$	\$
2		Internet EVC/Port (Silver)	Mbps	\$	\$
	g, 1 1011aa, 001 00	IP VPN Port	Mbps	\$	\$
		Managed Router	1M - 50Mbps w/SEC Option	\$ 0	\$ 99.00
		Access Circuit	30 Mbps	\$ 0	\$ 1510.00
	40750	IP VPN EVC: (Platinum)	Mbps	\$	\$
3		Internet EVC/Port (Silver)	Mbps	\$	\$
	Largo, Florida, 00770	IP VPN Port	Mbps	\$	\$
		Managed Router	1M - 50Mbps w/SEC Option	\$ 0	\$ 99.00
		Access Circuit	30 Mbps	\$ 0	\$ 1510.00
	40750111 1 5 1	IP VPN EVC: (Platinum)	Mbps	\$	\$
4		Internet EVC/Port (Silver)	Mbps	\$	\$
	Largo, Florida, 30770	IP VPN Port	Mbps	\$	\$
		Managed Router	1M - 50Mbps w/SEC Option	\$ 0	\$ 99.00
		Access Circuit	20 Mbps	\$ 0	\$ 1259.00
	Access Circuit IP VPN EVC: (Platinum) Internet EVC/Port (Silver) IP VPN Port Managed Router Access Circuit IP VPN EVC: (Platinum) Internet EVC/Port (Silver) IP VPN Port Managed Router Access Circuit IP VPN EVC: (Platinum) Internet EVC/Port (Silver) IP VPN Port Managed Router Access Circuit IP VPN EVC: (Platinum) Internet EVC/Port (Silver) IP VPN Port Managed Router Access Circuit IP VPN EVC: (Platinum) Internet EVC/Port (Silver) IP VPN Port Managed Router Access Circuit IP VPN EVC: (Platinum) Internet EVC/Port (Silver) IP VPN Port Managed Router Access Circuit IP VPN EVC: (Platinum) Internet EVC/Port (Silver) IP VPN Port Managed Router Access Circuit IP VPN EVC: (Platinum) Internet EVC/Port (Silver) IP VPN EVC: (Plat	IP VPN EVC: (Platinum)	Mbps	\$	\$
5		Mbps	\$	\$	
		Mbps	\$	\$	
		Managed Router	1M - 50Mbps w/SEC Option	\$ 0	\$ 99.00
		Access Circuit	20 Mbps	\$ 0	\$ 1259.00
		IP VPN EVC: (Platinum)	Mbps	\$	\$
6		Internet EVC/Port (Silver)	Mbps	\$	\$
	Clear water, Florida, 33750	IP VPN Port	Mbps	\$	\$
		Managed Router	1M - 50Mbps w/SEC Option	\$ 0	\$ 99.00
		Access Circuit	Mbps	\$	\$
		IP VPN EVC: (Platinum)	Mbps	\$	\$
7		Internet EVC/Port (Silver)	Mbps	\$	\$
	City, State, Zip		Mbps	\$	\$
		Managed Router	Select	\$	\$
			Mbps	\$	\$
		IP VPN EVC: (Platinum)	Mbps	\$	\$
8			Mbps	\$	\$
	Access Circuit IP VPN EVC: (Platinum) Internet EVC/Port (Silver) IP VPN Port	Mbps	\$	\$	
			Select	\$	\$
			Mbps	\$	\$
		IP VPN EVC: (Platinum)	Mbps	\$	\$
9		Internet EVC/Port (Silver)	Mbps	\$	\$
	oity, state, zip	IP VPN Port	Mbps	\$	\$
		Managed Router	Select	\$	\$
			Mbps	\$	\$
			Mbps	\$	\$
10			Mbps	\$	\$
	Gity, State, ZIP		Mbps	\$	\$
			Select	\$	\$
	Service Address:		Bandwidth / Type		arges
		33.7100		OII.	

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Service Location	(street, city, state)			NRC	MRC
		Access Circuit	Mbps	\$	\$
		IP VPN EVC: (Platinum)	Mbps	\$	\$
11	street	Internet EVC/Port (Silver)	Mbps	\$	\$
	city, state, zip	IP VPN Port	Mbps	\$	\$
		Managed Router	Select	\$	\$
		Access Circuit	Mbps	\$	\$
		IP VPN EVC: (Platinum)	Mbps	\$	\$
12	street city, state, zip	Internet EVC/Port (Silver)	Mbps	\$	\$
		IP VPN Port	Mbps	\$	\$
		Managed Router	Select	\$	\$
		Access Circuit	Mbps	\$	\$
		IP VPN EVC: (Platinum)	Mbps	\$	\$
13	street	Internet EVC/Port (Silver)	Mbps	\$	\$
	city, state, zip	IP VPN Port	Mbps	\$	\$
		Managed Router	Select	\$	\$
		Access Circuit	Mbps	\$	\$
		IP VPN EVC: (Platinum)	Mbps	\$	\$
14	street		Mbps	\$	\$
14	city, state, zip	Internet EVC/Port (Silver) IP VPN Port	Mbps		
			Select	\$	\$
		Managed Router	Mbps	\$	\$
		Access Circuit	· · · · · · · · · · · · · · · · · · ·	\$	\$
	street	IP VPN EVC: (Platinum)	Mbps	\$	\$
15	city, state, zip	Internet EVC/Port (Silver)	Mbps	\$	\$
		IP VPN Port	Mbps	\$	\$
		Managed Router	Select	\$	\$
16 1		Access Circuit	Mbps	\$	\$
	street	IP VPN EVC: (Platinum)	Mbps	\$	\$
	city, state, zip	Internet EVC/Port (Silver)	Mbps	\$	\$
		IP VPN Port	Mbps	\$	\$
		Managed Router	Select	\$	\$
		Access Circuit	Mbps	\$	\$
	street	IP VPN EVC: (Platinum)	Mbps	\$	\$
17	city, state, zip	Internet EVC/Port (Silver)	Mbps	\$	\$
	,	IP VPN Port	Mbps	\$	\$
		Managed Router	Select	\$	\$
		Access Circuit	Mbps	\$	\$
	l	IP VPN EVC: (Platinum)	Mbps	\$	\$
18	street city, state, zip	Internet EVC/Port (Silver)	Mbps	\$	\$
	oity, state, zip	IP VPN Port	Mbps	\$	\$
		Managed Router	Select	\$	\$
		Access Circuit	Mbps	\$	\$
		IP VPN EVC: (Platinum)	Mbps	\$	\$
19	street	Internet EVC/Port (Silver)	Mbps	\$	\$
	city, state, zip	IP VPN Port	Mbps	\$	\$
		Managed Router	Select	\$	\$
		Access Circuit	Mbps	\$	\$
		IP VPN EVC: (Platinum)	Mbps	\$	\$
20	street	Internet EVC/Port (Silver)	Mbps	\$	\$
	city, state, zip	IP VPN Port	Mbps	\$	\$
		Managed Router	Select	\$	\$

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This is Schedule Number 5-0000313152 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 the Services and Equipment identified in the Schedule below.

Service Location:

Street Address: 1301 1st Avenue North

Schedule Date: 06/07/2022

City, State, Zip: St Petersburg Florida 33705

Service Term: 60

Local Service	Quantity	NRC	MRC
Business Lines		\$	\$
Centrex		\$	\$
DIDs		\$	\$
ISDN PRI	1	\$0.00	\$1341.88
ISDN BRI		\$	\$
Digital Channel Service (DCS)		\$	\$
Local Measured Service (LMS) Plan		\$	\$
Foreign Exchange Service (FXS)		\$	\$
PBX Trunks - Analog		\$	\$
Features:		\$	\$
Other Local Service:		\$	\$
Long Distance Service	Quantity	Rate	MRC
One Plus - Intrastate		\$	\$
One Plus - Interstate		\$	\$
Toll Free - Intrastate		\$	\$
Toll Free - Interstate		\$	\$
IntraLATA		\$	\$
International		\$	\$
Dedicated - OnePlus		\$	\$
Dedicated – Toll Free		\$	\$
EAS/EMS		\$	\$
Audio Conferencing		\$	\$
Web Conferencing		\$	\$
Other LD Service:		\$	\$
Domestic Block Of Time Plans:	Minutes / MRC / C	Overage Rate	
1+ outbound for T1 / PRI / Centrex / B1s	Selec	t	
Toll Free for T1 / PRI / Centrex / B1s	Selec	:t	

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

SIGNATURE PAGE TO FOLLOW

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Frontier Co	mmunications of America, Inc.	PINELLAS COUNTY E911
Frontier's S	ignature:	Customer's Signature:
Printed Name:	Jeffrey Kay	Printed Name: Charlie Justice
Title:	Sales Director	Title: Chairman ATTEST: KEN BURKE CLERK
Date:	6/8/2022	Date: 9/8/2022. By: Allywellie

APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney

Ver. 04252022 Page 2 of 2



This is Schedule Number S-0000312980 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 the Services and Equipment identified in the Schedule below.

Service Location:

Street Address: 10750 Ulmerton Road

Schedule Date:

06/06/2022

City, State, Zip:

Largo Florida 33778

Service Term:

60

Local Service	Quantity	NRC	MRC
Business Lines		\$	\$
Centrex		\$	\$
DIDs		\$	\$
ISDN PRI	1	\$0.00	\$1341.88
ISDN BRI		\$	\$
Digital Channel Service (DCS)		\$	\$
Local Measured Service (LMS) Plan		\$	\$
Foreign Exchange Service (FXS)		\$	\$
PBX Trunks - Analog		\$	\$
Features:		\$	\$
Other Local Service:		\$	\$
Long Distance Service	Quantity	Rate	MRC
One Plus - Intrastate	4	\$	\$
One Plus - Interstate		\$	\$
Toll Free - Intrastate		\$	\$
Toll Free - Interstate		\$	\$
IntraLATA		\$	\$
International		\$	\$
Dedicated - OnePlus		\$	\$
Dedicated – Toll Free		\$	\$
EAS/EMS		\$	\$
Audio Conferencing		\$	\$
Web Conferencing		\$	\$
Other LD Service:		\$	\$
Domestic Block Of Time Plans:	Minutes / MRC / C	Overage Rate	
1+ outbound for T1 / PRI / Centrex / B1s	Selec	t	
Toll Free for T1 / PRI / Centrex / B1s	Selec	t	

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

SIGNATURE PAGE TO FOLLOW

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$(\ \ \ \ \)$

Business Local & LD Schedule

Frontier Communications of America, Inc.		PINELLAS COUNTY E911
Frontier's Sig	mature:	Customer's Signature:
Printed Name:	Jeffrey Kay	Printed Name: Charlie Justice ATTEST KENBURKE CLERK
Title:	Sales Director	Title: Chairman
Date:	6/8/2022	Date: 9/8/2022.

APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney

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MPLS / IP VPN SCHEDULE



This is Schedule Number S-0000246983 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 the Services and Equipment identified in the Schedule below. Primary Service Location:

Street Address: 10750 Ulmerton Road

Schedule Date:

09/03/2020

City, State, Zip: Largo,

Largo, Florida, 33778

Service Term:

60

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

Service	Char	ges
Service	NRC	MRC
Access Circuit	\$ 0.00	\$ 14,855.44
IP VPN EVC	\$	\$
Internet EVC/Port	\$	\$
IP VPN Port CoS Scheme: 90% Premium	\$ 0.00	\$ 0.00
Interstate / Intrastate Pricing Certification: Customer certifies that its dedicated point-to will be more than 10% interstate in nature; OR will be 10% or le The term "interstate in nature" means that the traffic originates in one state and terminates	ss interstate in nature.	res, regardless of how it is routed.
Managed Service	NRC	MRC
Router(s): see selections on Attachment 1	\$ 0.00	\$ 0.00

- Managed Router Service Description. 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 that shall not exceed \$175.00 per hour. 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.
- 2. <u>Obligations of Customer</u>. 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. To the extent legally assignable Frontier, may assign and pass through to Customer all available warranties for such third party Services and Equipment. If Frontier becomes aware of a specific third party relationship likely to impact Customer Service or Equipment, Frontier will provide Customer with commercially reasonable notice of any restrictions or service impact where reasonably possible given the timing of its impact on Frontier or Customer. The Parties acknowledge that the County is not a Party to the contracts between Frontier and Frontier's vendors, and therefore not governed by those terms.
- 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 that shall not exceed \$175.00 per hour.
- 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.

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

Frontier Communications of America, Inc.	PINELLAS COUNTY E911
Frontier's Signature:	Customer's Signature:
Printed Name: Jeffrey Kay	Printed Name: Barry Burton

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APPROVED AS TO FORM

By: Keiah Townsend

Office of the County Attorney





Title:	Sales Director	Title:
Date:	8/12/2021	Date:

ATTACHMENT 1 SERVICE DESCRIPTION BY LOCATION

Service	Service Address: (street, city, state)	Comics	Dan desidable / Toma	Charges	
Location		Service	Bandwidth / Type	NRC	MRC
		Access Circuit	100 Mbps	\$ 0	\$ 2,579.98
	IP VPN EVC: (Platinum)	Mbps	\$	\$	
Primary	10750 Ulmerton Road	Internet EVC/Port (Silver)	Mbps	\$	\$
-	Largo, Florida, 33778	IP VPN Port	Mbps	\$	\$
		Managed Router	Select	\$	\$
		Access Circuit	100 Mbps	\$ 0	\$ 2,579.98
		IP VPN EVC: (Platinum)	Mbps	\$	\$
2	10750 Ulmerton Road Largo, Florida, 33778	Internet EVC/Port (Silver)	Mbps	\$	\$
	Largo, Florida, 33776	IP VPN Port	Mbps	\$	\$
		Managed Router	Select	\$	\$
		Access Circuit	100 Mbps	\$ 0	\$ 2,579.98
		IP VPN EVC: (Platinum)	Mbps	\$	\$
3	1301 1st Avenue North	Internet EVC/Port (Silver)	Mbps	\$	\$
	St. Petersburg, Florida, 33705	IP VPN Port	Mbps	\$	\$
		Managed Router	Select	\$	\$
		Access Circuit	100 Mbps	\$ 0	\$ 2,579.98
		IP VPN EVC: (Platinum)	Mbps	\$	\$
4 1301 1st Avenue North St. Petersburg, Florida, 33705		Internet EVC/Port (Silver)	Mbps	\$	\$
	IP VPN Port	Mbps	\$	\$	
	Managed Router	Select	\$	\$	
5 201 Highland Avenue NE		Access Circuit	10 Mbps	\$ 0	\$ 755.92
	IP VPN EVC: (Platinum)	Mbps	\$	\$	
	Internet EVC/Port (Silver)	Mbps	\$	\$	
	Largo, Florida, 33770	IP VPN Port	Mbps	\$	\$
		Managed Router	Select	\$	\$
		Access Circuit	10 Mbps	\$ 0	\$ 755.92
		IP VPN EVC: (Platinum)	Mbps	\$	\$
6	201 Highland Avenue NE	Internet EVC/Port (Silver)	Mbps	\$	\$
•	Largo, Florida, 33770	IP VPN Port	Mbps	\$	\$
		Managed Router	Select	\$	\$
		Access Circuit	10 Mbps	\$	\$ 755.92
		IP VPN EVC: (Platinum)	Mbps	\$	\$
7	444 South Huey Avenue	Internet EVC/Port (Silver)	Mbps	\$	\$
-	Tarpon Springs, Florida, 34689	IP VPN Port	Mbps	\$	\$
		Managed Router	Select	\$	\$
		Access Circuit	10 Mbps	\$	\$ 755.92
		IP VPN EVC: (Platinum)	Mbps	\$	\$
8	444 South Huey Avenue	Internet EVC/Port (Silver)	Mbps	\$	\$
•	Tarpon Springs, Florida, 34689	IP VPN Port	Mbps	\$	\$
		Managed Router	Select	\$	\$
		Access Circuit	10 Mbps	\$	\$ 755.92
		IP VPN EVC: (Platinum)	Mbps	\$	\$
9	7700 59 th Street North	Internet EVC/Port (Silver)	Mbps	\$	\$
•	Pinellas Park, Florida, 33781	IP VPN Port	Mbps	\$	\$
		Managed Router	Select	\$	\$
	7700 59 th Street North	Access Circuit	10 Mbps	\$	\$ 755.92
10	Pinellas Park, Florida, 33781	IP VPN EVC: (Platinum)	Mbps	\$	\$

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		Internet EVC/Port (Silver)	Mbps	\$	\$
		IP VPN Port	Mbps	\$	\$
		Managed Router	Select	\$	\$
Service .ocation	Service Address: (street, city, state)	Service	Bandwidth / Type	Cha NRC	arges MRC
		Access Circuit	Mbps	\$	\$
		IP VPN EVC: (Platinum)	Mbps	\$	\$
11	street	Internet EVC/Port (Silver)	Mbps	\$	\$
••	city, state, zip	IP VPN Port	Mbps	\$	\$
		Managed Router	Select	\$	\$
		Access Circuit	Mbps	\$	\$
		IP VPN EVC: (Platinum)	Mbps	\$	\$
12	street	Internet EVC/Port (Silver)	Mbps	\$	\$
	city, state, zip	IP VPN Port	Mbps	\$	\$
		Managed Router	Select	\$	\$
		Access Circuit	Mbps	\$	\$
		IP VPN EVC: (Platinum)	Mbps	\$	\$
13	street	Internet EVC/Port (Silver)	Mbps	\$	\$
	city, state, zip	IP VPN Port	Mbps	\$	\$
		Managed Router	Select	\$	\$
		Access Circuit	Mbps	\$	\$
	street city, state, zip	IP VPN EVC: (Platinum)	Mbps	\$	\$
14		Internet EVC/Port (Silver)	Mbps	\$	\$
		IP VPN Port	Mbps	\$	\$
		Managed Router	Select	\$	\$
street city, state, zip		Access Circuit	Mbps	\$	\$
	IP VPN EVC: (Platinum)	Mbps	\$	\$	
	Internet EVC/Port (Silver)	Mbps	\$	\$	
	city, state, zip	IP VPN Port	Mbps	\$	\$
		Managed Router	Select	\$	\$
		Access Circuit	Mbps	\$	\$
		IP VPN EVC: (Platinum)	Mbps	\$	\$
16	street	Internet EVC/Port (Silver)	Mbps	\$	\$
	city, state, zip	IP VPN Port	Mbps	\$	\$
		Managed Router	Select	\$	\$
		Access Circuit	Mbps	\$	\$
		IP VPN EVC: (Platinum)	Mbps	\$	\$
17	street	Internet EVC/Port (Silver)	Mbps	\$	\$
	city, state, zip	IP VPN Port	Mbps	\$	\$
		Managed Router	Select	\$	\$
		Access Circuit	Mbps	\$	\$
		IP VPN EVC: (Platinum)	Mbps	\$	\$
18	street	Internet EVC/Port (Silver)	Mbps	\$	\$
=	city, state, zip	IP VPN Port	Mbps	\$	\$
		Managed Router	Select	\$	\$
		Access Circuit	Mbps	\$	\$
		IP VPN EVC: (Platinum)	Mbps	\$	\$
19	street	Internet EVC/Port (Silver)	Mbps	\$	\$
13	city, state, zip	IP VPN Port	Mbps	\$	\$
		Managed Router	Select	\$	\$
		Access Circuit	Mbps	\$	\$
		IP VPN EVC: (Platinum)	Mbps	\$	\$
20	street	Internet EVC/Port (Silver)	Mbps	\$	\$
	city, state, zip	IP VPN Port	Mbps	\$	\$
		Managed Router	Select	\$	\$

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Frontier Business

Frontier Confidential

This is Schedule Number S-5550074086 to the Frontier Services Agreement dated 09/15/2016 ("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 the Services and Equipment identified in the Schedule below.

Schedule Type/Purpose: DIA Schedule_02012021 Schedule Date: 3/14/2023
Schedule Type/Purpose: DIA Schedule_02012021 Service Term: 60 Months

Service Location: 1301 1st Avenue North, St. Petersburg, FL 33705

Ethernet Service Description	Quantity	MRC	NRC
EVPL (A Location)	1	\$766.80	\$0.00
30 Mbps			

Service Location: 10750 Ulmerton Rd., Largo, FL 33778

Ethernet Service Description	Quantity	MRC	NRC
EVPL (Z Location)	1	\$766.80	\$0.00
Platinum 30 Mbps			
Total:		\$1,533.60	\$0.00

1. Service Description:

a. Ethernet Virtual Private Line (EVPL) is a data transport configuration providing point-to-point or point-to-multipoint Ethernet connections between a pair of User Network Interfaces (UNIs). EVPL as a point-to-point configuration can be used to support delivery of eligible Frontier services to a designated Customer. Location (e.g. Frontier Connect—Cloud). EVPL is a carrier grade data networking service featuring Quality of Service (QoS) and the following progressively higher Class of Service (CoS) levels: Silver Service, Gold Service (Priority Data), or Platinum Service (Real Time). Frontier provides EVPL Silver Service on a standard best efforts' basis and subject to unspecified variable bit rate, latency, and packet loss with dependencies on current traffic load(s) within Frontier's Shared Infrastructure. EVPL will be designed, provisioned and implemented according to standard switched Ethernet components consisting of service multiplexed capability over UNIs and Ethernet Virtual Connections (EVCs) through the use of Virtual Local Area Networks (VLANs) in order to secure traffic separation, privacy and security between Customer's Service Locations over Frontier's shared switch and backbone infrastructure. Ethernet Virtual Private Line will accept and carry untagged and or tagged traffic as described per IEEE 802.1Q networking standards specific to Frontier's Ordering Guidelines for this Service. 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. Pre-installation cancellation fees, FOC Notice and Special Construction.

- a. <u>Pre-installation cancellation fees</u>. Notwithstanding any provision of the FSA: (1) If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment, Customer shall pay a processing fee of \$750 (the "Processing Fee") and (2) Frontier will provide Customer with notice (the "FOC Notice") of the project completion date (the "FOC Date") as soon as possible in light of the requested services and customer's location. If Customer cancels more than ten (10) business days after the issuance of the FOC Notice, Customer shall pay the Processing Fee and the total costs and expenditures of Frontier in connection with establishing the Service and / or providing the Equipment prior to Frontier's receipt of notice of cancellation including but not limited to any construction and engineering costs and Equipment restocking fees.
- b. <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. Notwithstanding the foregoing.



Frontier Business

Frontier Confidential

- 3. <u>Obligations of Customer</u>. 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, and the ability to collect service credits as defined in Exhibit 1.
- **4.** <u>After Hours/Holiday Labor Hours</u>. 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) weekinghts 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. 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.** <u>Producer Price Index Adjustment.</u> Unless otherwise prohibited by tariff, regulation or applicable law, Frontier shall, once per year in July, increase the above MRC for each service by the annual increase in the Producer Price Index for Total Final Demand as published by the U.S. Bureau of Labor Statistics ("PPI-FD"). The adjustment will be based on the percentage increase, if any, in PPI-FD for the most recent yearly period ending April 30th compared to the prior 12 month period ending April 30th and shall not exceed 9.5% in any year. The increase, if any, will be reflected as either an increase in the base MRC or as a separately stated item and occur for the first time in July of the calendar year after service installation

7. 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 <u>not</u> 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 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		
Signature:		Signature:		
Printed Name:	Jeffrey Kay	Printed Name:		
Title:	Enterprise Sales Director	Title:		
Date:		Date:		



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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 PINELLAS COUNTY E911 ("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. <u>Circuit Availability:</u> 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.

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

Frontier's On-Net Service Availability commitment and applicable Service credit are outlined in Table 1A, subject to Sections 3 and 4 below.

c. <u>Mean Time to Repair (MTTR)</u>: 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		
WITTIX	4 Hours	50% MRC above 6 hrs.		

d. To the extent applicable, the Customer is entitled to one Service Credit per Service Outage (i.e. for either the higher of Circuit Availability credit or Mean Time to Repair credit, if applicable). If applicable, the On-Time Provisioning credit would be in addition to the Service Outage credit.

2. Performance Objectives for EVPL Service Only

- a. Packet Delivery: The Frame Loss Ratio (FLR) is a round trip measurement between ingress and egress ports (NIDs) at the Customer's A and Z locations of packet delivery efficiency. FLR is the ratio of packets lost, round trip, vs. packets sent. Packet delivery statistics are collected for one calendar month. Credits will be based on Frontier's verification of packet delivery performance between NIDs at Customer's Service Location. The packet delivery SLA applies to CIR-compliant packets on Ethernet LAN / WAN circuits only. This packet delivery guarantee does not apply to Ethernet Internet services. Frontier offers three FLR Quality of Service (QoS) levels for Ethernet Data Service. The applicable SLA is based on the QoS level, as outlined in Table 1C. Ethernet Gold and Platinum are premium level services designed to support commercial customers' mission-critical and real time applications.
- **Silver QoS** service is Frontier's basic business class data service with improved performance across all standard performance parameters. Ethernet Silver SLA, termed Standard Data (SD) Service, is Frontier's upgraded replacement of *Best Effort* Ethernet designed specifically for the commercial customer.
- Gold QoS service is a premium business data service featuring enhanced performance parameters with packet forwarding priority set to Priority Data.



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 Platinum QoS service carries Frontier's highest QoS performance parameters and includes voice grade packet forwarding priority set to Real Time

If packet delivery performance falls below the applicable packet delivery percentage, Customer will be entitled to a Service credit as outlined in **Table 1C**, subject to Sections 3 and 4 below.

Table 1C: EVPL Frame Loss Ratio (FLR)				
Packet Loss QoS Level	Frame Loss Ratio (FLR) CITY	Frame Loss Ratio (FLR) STATE	Frame Loss Ratio (FLR) Inter-STATE	MRC Service Credit
Silver [Standard Data Service]	0.10%	0.10%	0.10%	10%
Gold [Priority Data Service]	0.01%	0.01%	0.025%	15%
Platinum [Real Time Data Service]	0.01%	0.01%	0.025%	20%

- b. Latency: Latency, Frame Transfer Delay (FTD), is the maximum packet delivery time measured round-trip between Customer's A and Z locations at the Committed Information Rate (CIR). Latency is measured across On-Net Service paths between ingress and egress NIDs. Measurements are taken at one-hour intervals over a one month period. Credits are based on round-trip latency of 95th percentile packet. Customer must meet the following criteria to qualify for Service credits on the EVPL Latency SLA outlined in **Table 1D**:
- Access loops at Customer locations A and Z may be fiber or copper connectivity from the Serving Wire Center to the NIDs at each premise
 to qualify for the circuit SLA.
- Each SLA guarantee is associated with ONLY one QoS Level. Frontier will honor the Service credit associated with the QoS level ordered for On-Net Services. Customer will be entitled to Service credits if the Service fails to meet applicable Performance Objective as outlined in **Table 1D** subject to Sections 3 and 4 below

Table 1D: EVPL Frame Transfer Delay (FTD):				
Latency QoS Level	Round Trip Delay CITY	Round Trip Delay STATE	Round Trip Delay Inter-STATE	MRC Service Credit
Silver [Standard Data Service]	≤ 56 ms	≤ 100 ms	≤ 250 ms	10%
Gold [Priority Data Service]	≤ 26 ms	≤ 60 ms	≤ 160 ms	15%
Platinum [Real Time Data Service]	≤ 14 ms	≤ 36 ms	≤ 140 ms	20%

- c. <u>Jitter</u>: Packet Jitter, Frame Delay Variance (FDV), is the difference in end-to-end one way delay between selected packets in a data stream with any lost packets being ignored. Frontier guarantees average FDV (inter-packet differential) performance on EVPL Service transmissions will meet performance parameters outlined in the table below. Credits are based on the monthly average Frame Delay Variance. Customer must meet the following criteria to qualify for Service credits on the EVPL Jitter SLA:
- Access loops at Customer Service Locations A and Z may be fiber or copper connectivity from the Serving Wire Center to the NIDs at each Service Location to qualify for Fiber Loop FDV SLA.
- Each SLA guarantee is associated with ONLY one QoS Level. Frontier will honor the Service credit associated with the QoS level ordered
 for EVPL Services, as outlined in the applicable Ethernet Service Schedule. Customer will be entitled to the credit as outlined in Table 1E
 if EVPL Services fail to meet applicable service level objectives, subject to Sections 3 and 4 below.

Table 1E: EVPL Frame Delay Variance (FDV):				
Jitter QoS Level	Average Jitter Per Site CITY	Average Jitter Per Site STATE	Average Jitter Per Site Inter-STATE	MRC Service Credit
Silver [Standard Data Service]	n/s	n/s	n/s	10%
Gold [Priority Data Service]	≤ 8 ms	≤ 40 ms	≤ 40 ms	15%
Platinum [Real Time Data Service]	≤ 3 ms	≤ 8 ms	≤ 10 ms	20%

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.



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- 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 Reserved

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 sixty (60) 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 form 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 twenty (20) days of the EVPL/DIA Service reaching Chronic Outage status and provide a minimum of ten (10) days prior written notice to Frontier of the intent to exercise such termination right.



This is Schedule Number S-0000373070 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 the Services and Equipment identified in the Schedule below.

Service Location:

Street Address: 1301 1st Avenue North Schedule Date: 02/21/2024

City, State, Zip: St Petersburg Florida 33705 Service Term: 60

Local Service	Quantity	NRC	MRC
Business Lines		\$	\$
Centrex		\$	\$
DIDs		\$	\$
ISDN PRI		\$	\$
ISDN BRI		\$	\$
Digital Channel Service (DCS)		\$	\$
Local Measured Service (LMS) Plan		\$	\$
Foreign Exchange Service (FXS)		\$	\$
PBX Trunks – Analog		\$	\$
Features:		\$	\$
Other Local Service: BOT LD	1	\$95.00	\$
Long Distance Service	Quantity	Rate	MRC
One Plus - Intrastate		\$	\$
One Plus - Interstate		\$	\$
Toll Free - Intrastate		\$	\$
Toll Free - Interstate		\$	\$
IntraLATA		\$	\$
International		\$	\$
Dedicated - OnePlus		\$	\$
Dedicated – Toll Free		\$	\$
EAS/EMS		\$	\$
Audio Conferencing		\$	\$
Web Conferencing		\$	\$
Other LD Service: Business 500 Minutes BOT	1	\$.05	\$15.00
Domestic Block Of Time Plans:	Minutes / MRC /	Overage Rate	
1+ outbound for T1 / PRI / Centrex / B1s	500 min @ \$15/mo	overage \$0.05/min	
Toll Free for T1 / PRI / Centrex / B1s	Select		

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

SIGNATURE PAGE TO FOLLOW

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Frontier Communications of America, Inc.	PINELLAS COUNTY E911
Frontier's Signature:	Customer's Signature:
DocuSigned by:	
Jeffrey tzay 72FB659E45D14C1	
Printed Name: Peffrey Kay	Printed Name:
Title: Director Government Sales	Title:
Date: 2/26/2024	Date:

Ver. 04252022 Page 2 of 2



This is Schedule Number S-0000373071 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 the Services and Equipment identified in the Schedule below.

Service Location:

Street Address: 10750 Ulmerton Road Schedule Date:

City, State, Zip: Largo Florida 33778 Service Term: 60

Local Service		Quantity	NRC	MRC
Business Lines			\$	\$
Centrex			\$	\$
DIDs			\$	\$
ISDN PRI			\$	\$
ISDN BRI			\$	\$
Digital Channel Service (DCS)			\$	\$
Local Measured Service (LMS) Plan			\$	\$
Foreign Exchange Service (FXS)			\$	\$
PBX Trunks – Analog			\$	\$
Features:			\$	\$
Other Local Service: BOT LD		1	\$95.00	\$
Long Distance Service		Quantity	Rate	MRC
One Plus - Intrastate			\$	\$
One Plus - Interstate			\$	\$
Toll Free - Intrastate			\$	\$
Toll Free - Interstate			\$	\$
IntraLATA			\$	\$
International			\$	\$
Dedicated - OnePlus			\$	\$
Dedicated – Toll Free			\$	\$
EAS/EMS			\$	\$
Audio Conferencing			\$	\$
Web Conferencing			\$	\$
Other LD Service: Business 500 Minutes BOT		1	\$.05	\$15.00
Domestic Block Of Time Plans:	Minutes / MRC / Overage Rate			
1+ outbound for T1 / PRI / Centrex / B1s	500 min @ \$15/mo overage \$0.05/min			
Toll Free for T1 / PRI / Centrex / B1s	Select			
	L			

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

SIGNATURE PAGE TO FOLLOW

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Frontier Communications of America, Inc.	PINELLAS COUNTY E911	
Frontier's Signature:	Customer's Signature:	
DocuSigned by:		
Jeffrey kay 72FB659E45D14C1		
Printed Jeffrey Kay Name:	Printed Name:	
Title: Director Government Sales	Title:	
Date: 2/26/2024	Date:	

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