



This is Schedule Number S-0000195890 to the Frontier Services Agreement dated 08/10/2017 ("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:

1300 1st Avenue N

Schedule Date:

08/03/2018

City, State, Zip:

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	\$ 0.00	\$ 2518.00	
IP VPN EVC	\$	\$	
Internet EVC/Port	\$	\$	
IP VPN Port CoS Scheme: Select One	\$	\$	
Interstate / Intrastate Pricing Certification: Customer certifies that its dedicated point    ☑ will be more than 10% interstate in nature; ○R    will be 10% o  The term "interstate in nature" means that the traffic originates in one state and termina	r less interstate in nature.	ates, regardless of how it is routed.	
Managed Service	NRC	MRC	
Router(s): see selections on Attachment 1	\$	\$	

- 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: <a href="http://www.frontier.com/policies/commercial\_aup/">http://www.frontier.com/policies/commercial\_aup/</a>. 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 not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.	PINELLAS COUNTY
Frontier's Signature:  2 + M - 7	Customer's Signature:
Printed Name: Robert M. Fox	Printed Name: KENNETH T. WELLH
Title: Vice President	Title: CHAIRMAN
Date: 8- 4/18	Date: 6 29-18

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BY: WEND FOX

Deputy Clerk

APPROVED AS TO FORM

Office of the County Attorney



## ATTACHMENT 1 SERVICE DESCRIPTION BY LOCATION

Service Location	Service Address: (street, city, state)	Service	Bandwidth / Type	Charges	
				NRC	MRC
		Access Circuit	20 Mbps	\$ 0.00	\$ 1259.00
		IP VPN EVC: (Platinum)	Mbps	\$	\$
rimary	1300 1st Avenue N	Internet EVC/Port (Silver)	Mbps	\$	\$
,	St Petersburg, FL, 33705	IP VPN Port	Mbps	\$	\$
		Managed Router	Select	\$	\$
A CONTRACT OF STREET		Access Circuit	20 Mbps	\$ 0.00	\$ 1259.00
	1300 1 <sup>st</sup> Avenue N St. Petersburg, FL, 33705	IP VPN EVC: (Platinum)	Mbps	\$	\$
2		Internet EVC/Port (Silver)	Mbps	\$	\$
		IP VPN Port	Mbps	\$	\$
		Managed Router	Select	\$	\$
		Access Circuit	Mbps	\$	\$
		IP VPN EVC: (Platinum)	Mbps	\$	\$
3	street	Internet EVC/Port (Silver)	Mbps	\$	\$
	city, state, zip	IP VPN Port	Mbps	\$	\$
		Managed Router	Select	\$	\$
		Access Circuit	Mbps	\$	\$
		IP VPN EVC: (Platinum)	Mbps	\$	\$
4	street	Internet EVC/Port (Silver)	Mbps	\$	\$
	city, state, zip	IP VPN Port	Mbps	\$	\$
		Managed Router	Select	\$	\$
		Access Circuit	Mbps	\$	\$
		IP VPN EVC: (Platinum)	Mbps	\$	\$
5	street city, state, zip	Internet EVC/Port (Silver)	Mbps	\$	\$
		IP VPN Port	Mbps	\$	\$
		Managed Router	Select	\$	\$
	The state of the s	Access Circuit	Mbps	\$	\$
		IP VPN EVC: (Platinum)	Mbps	\$	\$
6	street city, state, zip	Internet EVC/Port (Silver)	Mbps	\$	\$
		IP VPN Port	Mbps	\$	\$
		Managed Router	Select	\$	\$
		Access Circuit	Mbps	\$	T \$
		IP VPN EVC: (Platinum)	Mbps	\$	\$
7	street city, state, zip	Internet EVC/Port (Silver)	Mbps	\$	\$
		IP VPN Port	Mbps	\$	\$
		Managed Router	Select	\$	\$
8 street		Access Circuit	Mbps	\$	\$
	street city, state, zip	IP VPN EVC: (Platinum)	Mbps	\$	\$
		Internet EVC/Port (Silver)	Mbps	\$	\$
		IP VPN Port	Mbps	\$	\$
		Managed Router	Select	\$	\$
		Access Circuit	Mbps	\$	\$
	street city, state, zip	IP VPN EVC: (Platinum)	Mbps	\$	\$
9		Internet EVC/Port (Silver)	Mbps	\$	\$
		IP VPN Port	Mbps	\$	\$
		Managed Router	Select	\$	\$
	street city, state, zip	Access Circuit	Mbps	\$	\$
10		IP VPN EVC: (Platinum)	Mbps	\$	\$
10		Internet EVC/Port (Silver)	Mbps	\$	\$
		IP VPN Port	Mbps	\$	\$

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## MPLS / IP VPN SCHEDULE

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	Managed Router	Select	\$	\$			

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