

This is Schedule Number **S-0000237487** 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: 1301 1st Ave North, St Petersburg, Florida, 33705
Schedule Type/Purpose: Order for new Services

Schedule Date: 05/29/2020
Service Term: 60

| Service | NRC | MRC |
|---|-------------|------------------|
| Ethernet Access Circuit(s) (details in Table 1) | \$ 0 | \$ 905.00 |
| Special Construction | \$ | \$ |
| Ethernet Access Circuit(s) (details in Table 1)-ICB | \$ | \$ |
| Total: | \$ 0 | \$ 905.00 |

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: Ethernet Access Circuit(s)

| Service Location | Service Address, and NPA NXX: | Service | | Charges | |
|------------------|---|-------------------|--------------------|-------------|------------------|
| | | | | NRC | MRC |
| A | 1301 1 st Avenue North, St Petersburg, Florida, 33705, 727 893 | Access CIR (Mbps) | 5 Mbps Mbps | \$ 0 | \$ 181.00 |
| B | 107 8 th Avenue SE, St Petersburg, Florida, 33701, 727 893 | Access CIR (Mbps) | 5 Mbps Mbps | \$ | \$ |
| C | 1301 1 st Avenue North, St Petersburg, Florida, 33705, 727 893 | Access CIR (Mbps) | 5 Mbps Mbps | \$ 0 | \$ 181.00 |
| D | 4111 Land O Lakes Blvd., Land O Lakes, Florida, 34639, 727 893 | Access CIR (Mbps) | 5 Mbps Mbps | \$ | \$ |
| E | 1301 1 st Avenue North, St Petersburg, Florida, 33705, 727 893 | Access CIR (Mbps) | 5 Mbps Mbps | \$ 0 | \$ 181.00 |
| Subtotal: | | | | \$ 0 | \$ 905.00 |

Table 2: ETHERNET VIRTUAL CIRCUIT(S)

| Type of EVC (Silver) | EVC CIR (Mbps) | Originating Access Service Location from Table 1 | Terminating Access Service Location from Table 1 | MRC |
|----------------------|----------------|--|--|-----|
| Select | Select Mbps | Select | Select | \$ |
| Select | Select Mbps | Select | Select | \$ |
| Select | Select Mbps | Select | Select | \$ |
| Select | Select Mbps | Select | Select | \$ |
| Select | Select Mbps | Select | Select | \$ |

Subtotal:

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 Frontier Cabling Service and Fee Schedule.

APPROVED AS TO FORM



JACINA HASTON

OFFICE OF THE COUNTY ATTORNEY

**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 **Insert Customer Name** (“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. **Availability:** 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. 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.

| Table 1 A Ethernet Local Area Network SLAs | | |
|--|--------|--|
| Circuit Availability (CA) | | MRC Service Credit |
| Availability | 99.95% | Below 99.95% Service Credit 30% MRC Below 95.00% Service Credit 50% 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 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 from Force Majeure events as defined in Customer’s FSA. In addition, Customer will not be issued credits for a Service Outage during any period in which Frontier is not provided with access to the Service location or any Frontier network element, or while Customer is testing and/or verifying that the problem has been resolved. “Planned Service Interruption” means any Service Outage caused by scheduled maintenance, planned enhancements or upgrades to the Frontier network; provided that Frontier will endeavor to provide at least five (5) business days’ notice prior to any such activity if it will impact the Services provided to Customer. “Emergency Maintenance” means maintenance which, if not performed promptly, could result in a serious degradation or loss of service over the Frontier network.

- C. 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.