



This is Schedule Number **S-0000244305** to the Frontier Services Agreement dated 04/15/2019 ("FSA") by and between CITY OF BEAUMONT ("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: 660 Orange Ave.
 City, State, Zip: Beaumont, California, 92223

Schedule Date: 07/30/2020

Service Term: 36

Local Service	Quantity	NRC	MRC
Business Lines		\$	\$
Centrex		\$	\$
DIDs	60	\$	\$
ISDN PRI	1	\$0.00	\$90.00
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 / Overage Rate		
1+ outbound for T1 / PRI / Centrex / B1s	Select		
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 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.	CITY OF BEAUMONT
<i>Frontier's Signature:</i>	<i>Customer's Signature:</i>
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:



This is Schedule Number S-5555003378 to the Frontier Services Agreement dated 04/15/2019 ("FSA") by and between CITY OF BEAUMONT ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier").

Schedule Type/Purpose: Order for New Services
Schedule Date: 07/30/2020
Service Term: 36 Months

Service Location: 660 Orange Ave, Beaumont, CA 922232200

Table with 4 columns: Ethernet Service Description, Quantity, MRC, NRC. Rows include EIA (Ethernet Internet Access) with 1 unit at \$1,190.00, Silver 1 Gbps, IP with 1 unit at \$0.00, and a Total row showing \$1,190.00 MRC and \$0.00 NRC.

1. Service Description:

b. Ethernet Internet Access is a data transport configuration comprised of a physical User Network Interface (UNI). EIA can be used to support delivery of eligible Frontier services to a designated Customer Location (e.g. Frontier Connect – Cloud).

2. Special Construction: All Services are subject to availability and Frontier Network limitations. The rates identified in this Schedule are estimated based on standard installation costs and Services may not be available at all service locations at the rates identified.

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.

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;

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/.





6. Service Level Agreement.

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

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, 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.

CITY OF BEAUMONT

Signature: _____
Printed Name: Paul Krueger
Title: DIR, ENTRPRISE BUS ACQUISITION
Date: _____

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



EXHIBIT 1

EVPL AND EIA SERVICE LEVEL AGREEMENT

This Ethernet Service Level Agreement (“SLA”) applies to Ethernet Services ordered pursuant to an EVPL Ethernet Virtual Private Line (EVPL) Ethernet Internet Access (EIA) executed by and between CITY OF BEAUMONT (“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/EIA Service,” or where specifically designated “EVPL Service”).

1. Operational Objectives

Table 1A: Ethernet Internet Access		
Circuit Availability (CA)		MRC Service Credit
Availability	99.95%	Below 99.95% Service Credit 30% MRC
		Below 95.0% Service Credit 50% MRC

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

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

- 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 EIA 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.

3. Service Outage Reporting Procedure.

- A. Frontier will maintain a point-of-contact for Customer to report a Service Outage, twenty-four (24) hours a day, seven (7) days a week.
- B. When EVPL/EIA 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 EVPL/EIA Service is Available; provided that if the Customer reports a problem with a Service but declines to allow Frontier access for testing and repair, the Service will be considered to be impaired, but will not be deemed a Service Outage subject to these terms.
- D. If Frontier dispatches a field technician to perform diagnostic troubleshooting and the failure was caused by the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; then Customer will pay Frontier for all related time and material costs at Frontier’s standard rates.

4. Credit Request and Eligibility.

- A. In the event of a Service Outage, Customer may be entitled to a credit against the applicable On-Net Service MRC if (i) Customer initiated a Trouble Ticket; (ii) the Service Outage was caused by a failure of Frontier’s equipment, facilities or personnel; (iii) the Service Outage warrants a credit based on the terms of Section 1; and (iv) Customer requests the credit within thirty (30) days of last day of the calendar month in which the Service Outage occurred.

- B. Credits do not apply to Service Outages caused, in whole or in part, by one or more of the following: (i) the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; (ii) failure of power; (iii) the failure or malfunction of non-Frontier equipment or systems; (iv) circumstances or causes beyond the control of Frontier or its representatives; (v) a Planned Service Interruption; (vi) Emergency Maintenance or (vii) interruptions resulting from Force Majeure events as defined in Customer's FSA. In addition, Customer will not be issued credits for a Service Outage during any period in which Frontier is not provided with access to the Service location or any Frontier network element, or while Customer is testing and/or verifying that the problem has been resolved. "Planned Service Interruption" means any Service Outage caused by scheduled maintenance, planned enhancements or upgrades to the Frontier network; provided that Frontier will endeavor to provide at least five (5) business days' notice prior to any such activity if it will impact the Services provided to Customer. "Emergency Maintenance" means maintenance which, if not performed promptly, could result in a serious degradation or loss of service over the Frontier network.
 - C. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of 50% of the MRC for the impacted EVPL/EIA 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 EVPL/EIA 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/EIA Service reaches Chronic Outage status, then Customer may terminate the affected EVPL/EIA Service without penalty; provided that Customer must exercise such right within ten (10) days of the EVPL/EIA 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.