**ETHERNET INTERNET ACCESS SERVICE SCHEDULE**

This Ethernet Internet Access (“**EIA**”) Service Schedule #{{ScheduleId}} (“**EIA Service Schedule**” or “**Service Schedule**”), upon the EIA Schedule Effective Date (defined below), is made a part of the Frontier or Master Services Agreement dated {{FSA\_StartDate}} by and between Frontier and {{Subscriber\_Name}} (“**Customer**”) (which may be referred to in this Service Schedule as either “**FSA**” or “**MSA**”). The MSA and this EIA Service Schedule are collectively referred to as the “**Agreement**.” Frontier and Customer are each a “**Party**” and collectively the “**Parties**.”

This Service Schedule is effective on the date of the last signature by a Party set forth on the signature page to this EIA Service Schedule (“**EIA Schedule Effective Date**”). Capitalized terms used but not otherwise defined in this EIA Service Schedule shall have the meanings given such terms in the MSA. In this Service Schedule, “days” means calendar days unless otherwise specified. Subject to the terms and conditions of the Agreement, including this EIA Service Schedule, Customer will order from Frontier, and Frontier will provide to Customer EIA Services:

1. **Service Prerequisites**
   1. This EIA Service Schedule is for the supply of EIA Services for customers that: (a) have executed a services agreement with Frontier, which may be entitled Frontier or master services agreement; (b) have executed a Non-Disclosure Agreement (“**NDA**”) in a form acceptable to Frontier; and (c) possess the capability to submit Access Service Requests (“**ASRs**”) electronically, either via electronic bonding (“e-bonding”) or the Frontier Graphical User Interface (“**GUI**”) Virtual Front Office (“**VFO**”). This EIA Service Schedule shall apply to all ASRs submitted pursuant to this Service Schedule and the MSA, which MSA continues and applies to a Service throughout the Service Term (defined below) with respect to any Service provided pursuant to this Service Schedule.
2. **General Service Description; Exhibits; Lists**
   1. EIA is a point-to-point Ethernet connection from the Customer’s location or Customer’s end-user customer (“end-user”) location to an internet connection associated with Frontier’s Ethernet-enabled serving wire center locations that is available pursuant to this Service Schedule to provide Service to wireline end-user customers only. EIA is a best effort service (aka basic) only. Service for the purpose of peering with Frontier is not available pursuant to this EIA Service Schedule, and Customer shall not order such Service under this Service Schedule..
   2. Rates vary by the pricing tier assigned by Frontier (“**Tier Rate Structure**”). Rates and tier structure(s) are subject to change. Service to cell sites, cell towers or wireless switches is not available pursuant to this EIA Service Schedule, and Customer shall not order such Service under this Service Schedule.
   3. The following Exhibits are made part of this EIA Service Schedule:
      1. Exhibit A: Rates and charges for EIA Services available under this Service Schedule
      2. Exhibit B: Service level objectives for EIA Services available under this Service Schedule
   4. On or within two (2) business days after the EIA Schedule Effective Date, Frontier will provide to Customer the following then-current lists (generally via a link to a website or a spreadsheet sent by email), which are subject to change. Frontier may in its sole discretion update the lists at any time, except as set forth in Section 9.1 below regarding certain changes that may be made quarterly.
      1. **“Ethernet-Enabled Serving Wire Center (“SWC”) List”** means a list of Common Language Location Identifier (“**CLLI**”) codes for Frontier SWCs that are Ethernet-enabled. While each SWC on the Ethernet-Enabled SWC List has the capability to support Ethernet service, an Ethernet-enabled switch may not reside in every SWC on this list. After Customer submits an ASR, the SWC for the Customer location and the Ethernet Switch to which Frontier is bringing the Service are provided via a Firm Order Confirmation (“**FOC**”).
      2. **Building Location List** means a list of building addresses which identifies the tier by Customer’s end-user address.
      3. **SWC List** means a list of SWCs to be used when an address is not on the Building Location List and which identifies the tier by SWC of Customer’s end-user address.
3. **Service Availability and Service Term**
   1. EIA is available only where facilities are available. If facilities are not available and Customer desires to proceed with the Service, Customer must use the process described below in Section 5.
   2. Frontier will provide Services over such routes and facilities as Frontier may choose. Frontier shall in its sole discretion determine when to design, provision and implement Service over copper and/or existing readily available fiber facilities.
   3. **Service Term**.
      1. The minimum term for a Service ordered pursuant to this Service Schedule shall be the length of the service term that Customer specifies in the Variable Term Agreement (“**VTA**”) field of the ASR (“**Service Term**”).
      2. The Service Term and billing for the Service shall begin upon the earlier of (i) Customer’s use of the applicable Service(s) or (ii) upon the completion date provided by Frontier (e.g., populated in the completion date field of the completion notification) (the applicable Service Term “**Commencement Date**”).  If Customer does not renew a Service Term for a period of more than one (1) year by submitting an ASR forty-five (45) days or less prior to the end of the Service Term and neither Party provides the other with written notice of its intent to terminate a Service at least sixty (60) days prior to expiration of the Service Term, the Service Term of each Service will automatically renew for additional one-year periods at the same rate, except such rate may be changed at any time by Frontier in its sole discretion upon thirty (30) days’ notice (each a “**Renewal Service Term**”).
      3. Available Service Terms associated with User Network Interfaces (“**UNI**”) and Ethernet Virtual Connections (“**EVC**”) are one (1), two (2), three (3) and five (5) year terms, as established by the length of Service Term that Customer selects within the VTA field of the ASR.
      4. Customer may order UNIs and EVCs on a month-to-month (“**MTM**”) basis. andthen current MTM rates shall apply.
4. **Standard Service**
   1. Subject to facilities availability as described in Section 5 below, either of the following configurations are available and considered standard:
      1. **UNI**. A single UNI for the use of transporting Ethernet frames via an EVC from Frontier’s switched Ethernet network to aCustomer end-user premise.
      2. **EVC**. A port-based EVC providing an Ethernet point-to-point virtual connection between the a UNI and the Frontier internet connection supporting the desired bandwidth.
   2. Router options:
      1. The end-user router will serve as the default gateway, unless the Customer requests use of the Frontier router per Section 4.2.2 below, and Fontier will assign separate WAN and LAN IP address blocks.
      2. Secondary option is to have the Frontier router serve as the default gateway, with a single IP block facing Frontier.
   3. Additional Services:
      1. **IP addressing**
         1. IPv4, IPv6 or dual stack IP addressing, will be provided upon Customer request:
         2. At the EVC level, Customer is required to justify the initial and any future assigned IPv4 addresses and maintain active records of their continued use. Frontier in its sole discretion, will determine if IPv4 addresses requested for each EVC are justified.
         3. IP addresses are non-portable.
         4. For multihoming, Customer shall furnish IP addresses.
      2. **Frontier-provided primary and secondary Domain Name Service (DNS)**
         1. When using Frontier IP addressing and Customer or Customer’s end-user provides their own mail server, Customer must additionally order reverse DNS from Frontier.
   4. **Border Gateway Protocol (BGP) Enablement**
5. **Non-Standard Service; Facilities Not Available; Special Construction**
   1. Any element or configuration not set forth in Section 4 above is non-standard Service for purposes of this Service Schedule (“**Non-Standard Service**”).
   2. Notwithstanding anything that may be to the contrary in this EIA Service Schedule and the MSA, for Non-Standard Service and whenever facilities (e.g., conduit, riser, local loop route, minimum point of entry (“**MPOE**"), space, power, etc.) are not available, including when facilities are discovered to be not available during a site visit, Customer must use the process described in Section 5.3.
   3. **Process for Non-Standard Service and When Facilities are Not Available**
   4. To order Non-Standard Service, Customer must submit to Frontier a written request, including any pertinent information needed by Frontier to respond to the request.  If Customer submits an ASR for a Service and receives a notification that special construction is required, Frontier will provide a quotation for special construction, unless Customer cancels its request before receipt of a quotation.
   5. Frontier will provide quotations including pricing for Non-Standard Services via its applicable process, which may be referred to as Frontier’s Business Decision Tool (“**BDT**”) process. Using the BDT process, Frontier will identify applicable charges, such as Capital in Aid to Construction (“**CIAC**”) charges related to construction of facilities at Customer’s request. Frontier may require Customer to pay charges in advance of commencing construction.
   6. When Customer elects to proceed, Customer must accept the quotation in a signed acceptance letter on or before the later of: (a) the date provided by Frontier in its quotation; or (b) sixty (60) days after the date on which Frontier provides a quotation to Customer (“**Quotation Expiration Date**”).  Alternatively, before the Quotation Expiration Date, the Parties may enter into a written agreement to reflect the Parties’ understanding in the form of an amendment to this Service Schedule.
   7. If, after receiving a quotation, Customer elects not to proceed, Customer shall cancel any associated ASR.  If Customer has not responded to a quotation or canceled its ASR by the Quotation Expiration Date, Frontier may cancel the ASR.
6. **Moves**
   1. “Inside Move(s)” means any relocation of a UNI port and access within the same address. To request an Inside Move, Customer must submit an ASR with a Move (“**M**”) Activity (“**ACT**”). For Inside Moves, Customer may also need to request a Disconnect (“**D**”) and New (“**N**”) ACT, when required by Frontier’s process. Before submitting an Inside Move ASR, the Customer must email Frontier at the address specified by Frontier, which as of the EIA Schedule Effective Date is Demarc.Move@ftr.com.
   2. “Outside Move(s)” means moving a circuit to a different address. To request an Outside Move, Customer must submit disconnect and new ASRs (i.e., a D ACT ASR followed by an N ACT ASR). Customer must populate the Related PON (“**RPON**”) fields on the ASRs (i.e., D and N ACT ASRs).
7. **Standard Intervals**
   1. Standard intervals commence with Customer’s timely submission of an accurate ASR. Standard intervals are no less than the interval posted on the Frontier wholesale website unless Customer receives a non-standard interval via an Expedite as defined in Section 9.4.8.
   2. If Customer populates the Desired Due Date (“**DDD**”) field of the ASR with a date that is less than the applicable standard interval posted on the Frontier wholesale website, the standard interval shall nonetheless apply, unless the Customer also requests an expedite of the due date by populating the expedite (“**EXP**”) field of the ASR with “Y” to request an expedited due date and the date is expedited, as further described in Section 9.4.8.
8. **Internet Acceptable Use Policy and Security**
   1. Customer shall comply, and shall cause all Service Customer end-users to comply, with Frontier’s Acceptable Use Policy (“**AUP**”), which Frontier may modify at any time. The current AUP is available on Frontier’s website.
   2. 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 EIA Service, notwithstanding any notice requirement provisions of the MSA.
   3. 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, excluding Frontier and its employees, agents and subcontractors, may result in suspension of Customer’s accounts and/or Internet access by Frontier. Customer shall defend and indemnify Frontier and its affiliates with respect to claims arising from Customer’s or third parties’ usage of Frontier Internet access contrary to this Section 8.3 or the AUP.
9. **Rates and Charges; Standard Service Rate Elements**
   1. **Tier Rates**. The applicable rate per the Tier Rate Structure (“**Tier Rate**”) is applied at the time the Customer submits an ASR. Billing at the new Tier Rate shall commence upon the completion date provided by Frontier (e.g., populated in the completion date field of the completion notification).  Frontier may, in its sole discretion, change SWC CLLI codes between or among tiers in the SWC List and will do so no more frequently than on a quarterly basis.  Any changes to the Ethernet-Enabled SWC List or the SWC List shall apply prospectively to new install Services submitted after the EIA Schedule Effective Date. After a circuit is installed, any changes to the SWC List shall only apply when Customer submits a records order to re-term the circuit no earlier than forty-five (45) days or less prior to the end of the Service Term, excluding change orders (e.g., EVC bandwidth changes and EVC level of service changes).
      1. The Tier Rates in Exhibit A do not include any taxes, fees or surcharges, which are separate and may be applicable to the Service.
      2. The Tier Rates, terms and conditions of this Service Schedule are available only for new orders and shall not apply to any pending orders, upgrades, moves, rehomes or re-terms of existing circuits ordered prior to the EIA Schedule Effective Date. In the event Customer orders Services under this Service Schedule that do not qualify (including new orders that replace disconnected circuits ordered under previous products or contracts), the Tier Rates, terms and conditions of this Service Schedule shall not apply to such orders and Frontier, at any time after discovering the error, may adjust billing retroactively and prospectively, as applicable, to apply the correct Tier Rates for the entire period for which Customer incorrectly received the benefits of this Service Schedule, subject to the applicable statute of limitations.
   2. Monthly Recurring Charges (“**MRC**”) and any Non-Recurring Charges (“**NRC**”) will be applied per rate element, as set forth in Exhibit A and Section 9.3 and 9.4 below. Additional NRCs and rates not listed in Exhibit A (e.g., additional labor, out of hours charges) are set forth in Frontier’s FCC tariff or Interstate Service Guide (“**ISG**”), as applicable.
   3. **Rate Elements for MRCs.** For a rate element to qualify for the rates and terms under this Service Schedule, Customer must order the rate element to comply with the requirements of this Product Schedule, including the requirements set forth in Section 4 above. The rate elements for MRCs under this Service Schedule are:
      1. **EVC**
         1. If the Customer’s end-user address on the UNI is set forth in the Building Location List and is an exact match, the Tier Rate for the EVC shall be the Tier Rate for the Customr end-user address on the Building Location list.
         2. If the Customer's end-user address on the UNI is not set forth in the Building Location List, the Tier Rate for the EVC shall be the Tier Rate for the EVC associated with the SWC List that serves the Customer end-user address of the UNI.
      2. **UNI**
      3. **Bandwidth Speed**
         1. Customer may order the bandwidth speeds set forth in the table below in this Section 9.3.3.1. The EVC bandwidth speed cannot exceed the interface speed.
         2. Available EVC Bandwidth:

|  |
| --- |
| 5 Mbps |
| 10 Mbps |
| 20 Mbps |
| 50Mbps |
| 100Mbps |
| 200 Mbps |
| 500 Mbps |
| 1000 Mbps |

* + - 1. UNI supported include:
* Electrical –100 Base TX, 1000 Base TX
* Optical – 1000 Base SX, 1000 Base LX
* Interfaces to conform to 802.3U Standard
  1. **Rate Elements for NRCs**
     1. **Additional labor charges** (such as out-of-hours charges), in addition to the NRCs described in this Section 9.4.1, may apply.
     2. **BGP Enablement Charge.** A charge to enable or change Border Gateway Protocol.
     3. **Build Fee**. When applicable, the Build Fee is identified in the Building Location List.
     4. **Cancellation Charge**. If Customer cancels any EIA Service prior to installation of the Service or Equipment, Customer shall pay a cancellation charge equal to the NRC and one (1) month of the MRC for the Service, plus the total costs and expenditures of Frontier in connection with establishing the Service prior to Frontier’s receipt of notice of cancellation.
     5. **Capital in Aid to Construction (CIAC) Charge**. “Capital in Aid of Construction” or “CIAC” is a non-recurring charge for design, engineering, and construction of facilities requested by Customer, as described in Section 5 above.
     6. **Circuit Extension Charge (aka NID Annexation Charge)**.A charge to extend the circuit from the demarcation point to the Customer’s desired location, which Customer requests by populating the inside wire (GETO) field with “W” on activity N, C or M ASRs. When the demarcation is to be moved equal to or greater than fifteen (15) feet of the MPOE and for additional requested parameters (up/down risers/floors, etc.), Customer must use the process described in Section 5, and additional charges (e.g., CIAC) apply**.**
     7. **Early Termination Liability (“ETL”) Charge**. In the event a disconnect order is received after the Service Term Commencement Date but prior to expiration of the Service Term or any subsequent Renewal Service Term (when the extension is greater than month-to-month and other than as a result of a breach by Frontier) (collectively referred to as “**Commitment Period**”), Frontier shall assess ETL charges. Notwithstanding anything that may be to the contrary in the Agreement, Customer shall immediately pay Frontier an ETL charge equal to one hundred percent (100%) of the MRC charges for such disconnected Service multiplied by the number of months remaining in the Commitment Period.
     8. **Expedite Charge**. “Expedite” means the ability to improve a delivery date to a date earlier than Frontier’s standard interval or confirmed delivery date. Customer may request an Expedite by populating the EXP field of the ASR with a “Y.” This does not guarantee a reduced interval. When Frontier is able to Expedite Service delivery, the Expedite NRC applies per each UNI and EVC on a per-day basis (i.e., for each day the delivery interval was improved upon).
        1. Special construction requires a separate ICB cost, as further described in Section 5 above. Additional information about Frontier’s construction due date improvement process is available on the Frontier wholesale website.
     9. **Installation Charge EVC**. A charge for installation of an EVC.
     10. **Installation Charge UNI**. A charge for installation of a UNI.
     11. **No Trouble Found Administration Charge**. Whenever trouble is reported in Customer’s network and no Frontier-caused trouble is found, Customer shall pay a No Trouble Found Administration charge.
     12. **Supplement Administrative Charge**. For any and all activity populated as a new due date (“2”), other change to a post-FOC request (“3”) or correction to a pre-FOC request (“4”), within the supplement (SUP) field of the administrative section of an ASR, Customer shall pay a Supplement Administrative charge per SUP ASR. For all activity populated to indicate that the pending order is to be cancelled in its entirety (“1”) within the SUP field of the Administrative Section of the ASR, Customer shall pay a cancellation charge per occurrence.

1. **Customer Site Readiness and Trouble Reporting**
   1. Customer must be ready at the time of the Ethernet installation. Customer must follow the Ethernet Site Ready Requirements, which are available at the Frontier wholesale website.
   2. Customer must provide a point of contact at the Customer end-user location for the purpose of support when necessary for any physical repair or maintenance accessibility.
   3. Customer must provide any primary and secondary domain name service (“**DNS**”) for its end-users.
   4. Customer will be required to implement as IPv4, IPv4 mapped to IPv6, or IPv6.
   5. Customer shall maintain and operate its own News and Mail servers.
   6. Customer shall report performance issues (“**trouble**”) with Service. Customer must follow Frontier’s trouble reporting procedures, which are available on the Frontier wholesale website.
      1. Frontier’s out of hours routine network maintenance window is between 12:00 a.m. and 6:00 a.m. Eastern Standard Time (“**EST**”), beginning on Monday at 12:00 a.m. EST and ending Friday at 6:00 a.m. EST, provided that Frontier will use commercially reasonable efforts to start such work no earlier than 12:00 a.m. local time.
2. **Limitation of Liability and Warranties**

Customer acknowledges that Frontier does not control content of the information passing through host computers and points of presence in connection with the provision of EIA Service. Except when Frontier has expressly assumed liability for its acts or omissions under the Agreement, Frontier will not be responsible for any damage Customer, its affiliates or its end-users suffer (including without limitation, loss of data resulting from delays, no deliveries, mis-deliveries, or service interruptions). **EXCEPT AS EXPRESSLY STATED IN THE AGREEMENT, FRONTIER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED, OR TO BE PROVIDED, UNDER THE AGREEMENT. FRONTIER SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OF THIRD-PARTY RIGHTS, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE**.

1. **Order Requirements**
   1. Ordering Period. All ASRs must be placed by Customer during the period beginning on the EIA Schedule Effective Date and ending at 11:59PM on the one-year anniversary of the EIA Schedule Effective Date (“**Ordering Period**”). The Ordering Period does not include any ASRs in progress or existing as of the EIA Schedule Effective Date. The Ordering Period shall be automatically extended on a one-year basis on each one-year anniversary of the EIA Schedule Effective Date, until terminated by either Party on at least sixty (60) days’ prior written notice.
   2. Customer remains responsible in all respects for ensuring the accuracy of orders for Services pursuant to this Service Schedule, as well as for post-ordering verification, including use of the appropriate Contract identification number (“**ID**”), to be eligible for the Tier Rates, terms and conditions under this Service Schedule. Customer must, when submitting new or subsequent ASRs, populate the ASR accurately, including populating the PNUM field of the ASR with the following Contract ID (or “**PNUM**”): **EIAV001999{{ScheduleId}}**. If Customer fails to use the Contract ID provided in this Section in Customer's ASR, Customer shall submit an ASR to correct the Contract ID within ninety (90) days from the Service's in-service date. When Tier Rates associated with the corrected Contract ID are lower, Frontier will correct the billing on a prospective basis, beginning with the next billing period after the date on which Frontier receives and processes Customer’s “change” ASR. If Customer orders Service with an incorrect Contract ID on the ASR resulting in Customer being under-billed for Service, Frontier may subsequently correct the Contract ID and retroactively bill Customer the appropriate charges associated with the correct Contract ID for the full period for which Customer was under-billed subject to the applicable statute of limitations, and Customer shall pay such charges.
   3. Customer shall not use this Service Schedule’s Contract ID to order or modify service arrangements not covered by this Service Schedule (e.g., circuits ordered under a different contract before the EIA Schedule Effective Date) but instead shall use the correct Contract ID (e.g., the Contract ID associated with the pre-existing contract under which the circuit was initially ordered). If Customer, inadvertently or otherwise, uses this Service Schedule’s Contract ID for Service to any locations not listed in the Building Location List or SWC List of this Service Schedule or other service arrangements and/or terms not available to Customer under this Service Schedule, the rates, terms and conditions nonetheless shall be those that apply under the Customer’s pre-existing contracts for such Service, and Frontier, at any time after discovering the error, may adjust billing retroactively and prospectively, as applicable, to apply to the correct pre-existing contract rates for the entire period for which Customer incorrectly received rates from this Service Schedule, subject to the applicable statute of limitations, and Customer shall pay such charges.
   4. When a UNI is ordered under this Service Schedule, Customer must order any associated EVC(s) from this Service Schedule (and vice versa). Customer shall order both UNI and EVC using the same PNUM (set forth in Section 12.2) and, when Customer requests changes (e.g., disconnection) to the UNI, Customer must also request the same change to the associated EVC (and vice versa). The VTA for the associated UNI and EVC must be the same.
   5. Customer shall order EIA pursuant to Frontier’s ordering guidelines. For example, Customer shall order EIA EVCs and UNIs consistent with ordering examples found on Frontier’s wholesale website.
2. **Service Schedule Modification**
   1. No modification of this Service Schedule shall be effective or binding unless it is made in writing and signed by an authorized representative of each Party.
3. **Entire Agreement**
   1. This Service Schedule, and all terms and conditions of the MSA, is the entire agreement between the Parties with respect to the Services ordered under this Service Schedule and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter of Services ordered under this Service Schedule.

**[SIGNATURE PAGE FOLLOWS]**

SIGNATURE PAGE

Agreed as of the EIA Schedule Effective Date: {{Effective\_Date}}

|  |  |  |  |
| --- | --- | --- | --- |
| **{{****Subscriber\_Name}}** | | **Citizens Telecom Services Company LLC,** on behalf of the Frontier Telephone Companies identified in Exhibit 1 to the MSA (“**Frontier**”) | |
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|  |  | |
| Signature: {{Signer1Signature}} | Signature: {{Signer2Signature}} | |
|  |  | |
|  |  | |
| Printed Name: {{Signer1FullName}} | Printed Name: {{Signer2FullName}} | |
|  |  | |
|  |  | |
| Title: {{Signer1Title}} | Title: {{Signer2Title}} | |
|  |  | |
| Date: {{Signer1Date}} | Date: {{Signer2Date}} | |

**EXHIBIT A**

**Ethernet Internet Access Pricing Schedule**

Rates, including tiers, are subject to change. Frontier may change the rates for new ordering and/or out-of-term Services from time to time in Frontier’s sole discretion upon thirty (30) days' notice. Regarding auto-renewal see Section 3.3.2.

A rate of $0 is available for a rate element (eg, UNI) only when, and for so long as, that rate element is ordered and associated with a non-zero-rated element designated by Frontier. There are no standalone rate elements with a rate of $0.

**Table A – UNI and EVC Rates**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **UNI** | **USOC** | **USOC Description** | **NRC** | **MTM  Extn** | **1 Year** | **2 Year** | **3 Year** | **5 Year** |
| 100Mbps | UEIAM | 100Mbps EIA UNI Tier Rate Structure | $0 | $0 | $0 | $0 | $0 | $0 |
| **UNI** | **USOC** | **USOC Description** | **NRC** | **MTM  Extn** | **1 Year** | **2 Year** | **3 Year** | **5 Year** |
| 1Gbps | UEIAG | 1Gbsp EIA UNI Tier Rate Structure | $0 | $0 | $0 | $0 | $0 | $0 |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **EIA** | | | | | | | | | | | | | | |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Tier 1** | | | | | | | | | | | | | | |
| **EVC BW** | **MRC** | | | | | | | **NRC** | | | | | | |
| **USOC** | **USOC Description** | **MTM** | **12** | **24** | **36** | **60** | **USOC** | **USOC Description** | **MTM** | **12** | **24** | **36** | **60** |
| **5** | **EIATA** | **EVC EIA Tier Rate Structure - 5Mbps** | $1,000 | $750 | $375 | $275 | $250 | **EIANR** | **Install EIA Tier Structure NRC** | $1,500 | $1,000 | $500 | $0 | $0 |
| **10** | **EIATB** | **EVC EIA Tier Rate Structure - 10Mbps** | $1,000 | $750 | $375 | $275 | $250 | **EIANR** | **Install EIA Tier Structure NRC** | $1,500 | $1,000 | $500 | $0 | $0 |
| **20** | **EIATC** | **EVC EIA Tier Rate Structure - 20Mbps** | $1,000 | $750 | $425 | $325 | $300 | **EIANR** | **Install EIA Tier Structure NRC** | $1,500 | $1,000 | $500 | $0 | $0 |
| **50** | **EIATF** | **EVC EIA Tier Rate Structure - 50Mbps** | $1,050 | $800 | $500 | $400 | $350 | **EIANR** | **Install EIA Tier Structure NRC** | $1,500 | $1,000 | $500 | $0 | $0 |
| **100** | **EIATK** | **EVC EIA Tier Rate Structure - 100Mbps** | $1,550 | $1,300 | $600 | $500 | $450 | **EIANR** | **Install EIA Tier Structure NRC** | $1,500 | $1,000 | $500 | $0 | $0 |
| **200** | **EIATL** | **EVC EIA Tier Rate Structure - 200Mbps** | $1,650 | $1,400 | $650 | $550 | $450 | **EIANR** | **Install EIA Tier Structure NRC** | $1,500 | $1,000 | $500 | $0 | $0 |
| **500** | **EIATO** | **EVC EIA Tier Rate Structure - 500Mbps** | $1,850 | $1,600 | $850 | $750 | $650 | **EIANR** | **Install EIA Tier Structure NRC** | $1,500 | $1,000 | $500 | $0 | $0 |
| **1000** | **EIATT** | **EVC EIA Tier Rate Structure - 1Gbps** | $2,100 | $1,850 | $950 | $850 | $750 | **EIANR** | **Install EIA Tier Structure NRC** | $1,500 | $1,000 | $500 | $0 | $0 |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Tier 2** | | | | | | | | | | | | | | |
| **EVC BW** | **MRC** | | | | | | | **NRC** | | | | | | |
| **USOC** | **USOC Description** | **MTM** | **12** | **24** | **36** | **60** | **USOC** | **USOC Description** | **MTM** | **12** | **24** | **36** | **60** |
| **5** | **EIATA** | **EVC EIA Tier Rate Structure - 5Mbps** | $1,100 | $850 | $400 | $300 | $250 | **EIANR** | **Install EIA Tier Structure NRC** | $1,500 | $1,000 | $500 | $0 | $0 |
| **10** | **EIATB** | **EVC EIA Tier Rate Structure - 10Mbps** | $1,100 | $850 | $400 | $300 | $250 | **EIANR** | **Install EIA Tier Structure NRC** | $1,500 | $1,000 | $500 | $0 | $0 |
| **20** | **EIATC** | **EVC EIA Tier Rate Structure - 20Mbps** | $1,100 | $850 | $450 | $350 | $300 | **EIANR** | **Install EIA Tier Structure NRC** | $1,500 | $1,000 | $500 | $0 | $0 |
| **50** | **EIATF** | **EVC EIA Tier Rate Structure - 50Mbps** | $1,150 | $900 | $550 | $450 | $400 | **EIANR** | **Install EIA Tier Structure NRC** | $1,500 | $1,000 | $500 | $0 | $0 |
| **100** | **EIATK** | **EVC EIA Tier Rate Structure - 100Mbps** | $1,650 | $1,400 | $650 | $550 | $500 | **EIANR** | **Install EIA Tier Structure NRC** | $1,500 | $1,000 | $500 | $0 | $0 |
| **200** | **EIATL** | **EVC EIA Tier Rate Structure - 200Mbps** | $1,750 | $1,500 | $750 | $650 | $550 | **EIANR** | **Install EIA Tier Structure NRC** | $1,500 | $1,000 | $500 | $0 | $0 |
| **500** | **EIATO** | **EVC EIA Tier Rate Structure - 500Mbps** | $1,950 | $1,700 | $900 | $800 | $700 | **EIANR** | **Install EIA Tier Structure NRC** | $1,500 | $1,000 | $500 | $0 | $0 |
| **1000** | **EIATT** | **EVC EIA Tier Rate Structure – 1Gbps** | $2,200 | $1,950 | $1,050 | $950 | $850 | **EIANR** | **Install EIA Tier Structure NRC** | $1,500 | $1,000 | $500 | $0 | $0 |

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| **Tier 3** | | | | | | | | | | | | | | |
| **EVC BW** | **MRC** | | | | | | | **NRC** | | | | | | |
| **USOC** | **USOC Description** | **MTM** | **12** | **24** | **36** | **60** | **USOC** | **USOC Description** | **MTM** | **12** | **24** | **36** | **60** |
| **5** | **EIATA** | **EVC EIA Tier Rate Structure - 5Mbps** | $1,200 | $950 | $450 | $375 | $325 | **EIANR** | **Install EIA Tier Structure NRC** | $1,500 | $1,000 | $500 | $0 | $0 |
| **10** | **EIATB** | **EVC EIA Tier Rate Structure - 10Mbps** | $1,200 | $950 | $450 | $375 | $325 | **EIANR** | **Install EIA Tier Structure NRC** | $1,500 | $1,000 | $500 | $0 | $0 |
| **20** | **EIATC** | **EVC EIA Tier Rate Structure - 20Mbps** | $1,200 | $950 | $500 | $450 | $375 | **EIANR** | **Install EIA Tier Structure NRC** | $1,500 | $1,000 | $500 | $0 | $0 |
| **50** | **EIATF** | **EVC EIA Tier Rate Structure - 50Mbps** | $1,250 | $1,000 | $700 | $500 | $475 | **EIANR** | **Install EIA Tier Structure NRC** | $1,500 | $1,000 | $500 | $0 | $0 |
| **100** | **EIATK** | **EVC EIA Tier Rate Structure - 100Mbps** | $1,750 | $1,500 | $850 | $750 | $625 | **EIANR** | **Install EIA Tier Structure NRC** | $1,500 | $1,000 | $500 | $0 | $0 |
| **200** | **EIATL** | **EVC EIA Tier Rate Structure - 200Mbps** | $1,850 | $1,600 | $1,000 | $900 | $775 | **EIANR** | **Install EIA Tier Structure NRC** | $1,500 | $1,000 | $500 | $0 | $0 |
| **500** | **EIATO** | **EVC EIA Tier Rate Structure - 500Mbps** | $2,050 | $1,800 | $1,350 | $1,250 | $1,000 | **EIANR** | **Install EIA Tier Structure NRC** | $1,500 | $1,000 | $500 | $0 | $0 |
| **1000** | **EIATT** | **EVC EIA Tier Rate Structure – 1Gbps** | $2,300 | $2,050 | $1,700 | $1,500 | $1,300 | **EIANR** | **Install EIA Tier Structure NRC** | $1,500 | $1,000 | $500 | $0 | $0 |

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| **Tier 4** | | | | | | | | | | | | | | |
| **EVC BW** | **MRC** | | | | | | | **NRC** | | | | | | |
| **USOC** | **USOC Description** | **MTM** | **12** | **24** | **36** | **60** | **USOC** | **USOC Description** | **MTM** | **12** | **24** | **36** | **60** |
| **5** | **EIATA** | **EVC EIA Tier Rate Structure - 5Mbps** | $1,450 | $1,200 | $550 | $475 | $350 | **EIANR** | **Install EIA Tier Structure NRC** | $1,500 | $1,000 | $500 | $0 | $0 |
| **10** | **EIATB** | **EVC EIA Tier Rate Structure - 10Mbps** | $1,450 | $1,200 | $550 | $475 | $400 | **EIANR** | **Install EIA Tier Structure NRC** | $1,500 | $1,000 | $500 | $0 | $0 |
| **20** | **EIATC** | **EVC EIA Tier Rate Structure - 20Mbps** | $1,450 | $1,200 | $650 | $550 | $450 | **EIANR** | **Install EIA Tier Structure NRC** | $1,500 | $1,000 | $500 | $0 | $0 |
| **50** | **EIATF** | **EVC EIA Tier Rate Structure - 50Mbps** | $1,650 | $1,400 | $800 | $600 | $550 | **EIANR** | **Install EIA Tier Structure NRC** | $1,500 | $1,000 | $500 | $0 | $0 |
| **100** | **EIATK** | **EVC EIA Tier Rate Structure - 100Mbps** | $2,050 | $1,800 | $1,000 | $850 | $800 | **EIANR** | **Install EIA Tier Structure NRC** | $1,500 | $1,000 | $500 | $0 | $0 |
| **200** | **EIATL** | **EVC EIA Tier Rate Structure - 200Mbps** | $2,250 | $2,000 | $1,400 | $1,300 | $1,150 | **EIANR** | **Install EIA Tier Structure NRC** | $1,500 | $1,000 | $500 | $0 | $0 |
| **500** | **EIATO** | **EVC EIA Tier Rate Structure - 500Mbps** | $2,450 | $2,100 | $1,850 | $1,600 | $1,350 | **EIANR** | **Install EIA Tier Structure NRC** | $1,500 | $1,000 | $500 | $0 | $0 |
| **1000** | **EIATT** | **EVC EIA Tier Rate Structure - 1Gbps** | $2,650 | $2,400 | $2,100 | $1,800 | $1,600 | **EIANR** | **Install EIA Tier Structure NRC** | $1,500 | $1,000 | $500 | $0 | $0 |

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| **Tier 5** | | | | | | | | | | | | | | |
| **EVC BW** | **MRC** | | | | | | | **NRC** | | | | | | |
| **USOC** | **USOC Description** | **MTM** | **12** | **24** | **36** | **60** | **USOC** | **USOC Description** | **MTM** | **12** | **24** | **36** | **60** |
| **5** | **EIATA** | **EVC EIA Tier Rate Structure - 5Mbps** | $1,900 | $1,650 | $550 | $475 | $400 | **EIANR** | **Install EIA Tier Structure NRC** | $1,500 | $1,000 | $500 | $0 | $0 |
| **10** | **EIATB** | **EVC EIA Tier Rate Structure - 10Mbps** | $1,900 | $1,650 | $700 | $550 | $400 | **EIANR** | **Install EIA Tier Structure NRC** | $1,500 | $1,000 | $500 | $0 | $0 |
| **20** | **EIATC** | **EVC EIA Tier Rate Structure - 20Mbps** | $1,900 | $1,650 | $900 | $750 | $600 | **EIANR** | **Install EIA Tier Structure NRC** | $1,500 | $1,000 | $500 | $0 | $0 |
| **50** | **EIATF** | **EVC EIA Tier Rate Structure - 50Mbps** | $1,950 | $1,700 | $1,200 | $1,000 | $750 | **EIANR** | **Install EIA Tier Structure NRC** | $1,500 | $1,000 | $500 | $0 | $0 |
| **100** | **EIATK** | **EVC EIA Tier Rate Structure - 100Mbps** | $2,450 | $2,200 | $1,350 | $1,250 | $950 | **EIANR** | **Install EIA Tier Structure NRC** | $1,500 | $1,000 | $500 | $0 | $0 |
| **200** | **EIATL** | **EVC EIA Tier Rate Structure - 200Mbps** | $2,550 | $2,300 | $1,700 | $1,500 | $1,250 | **EIANR** | **Install EIA Tier Structure NRC** | $1,500 | $1,000 | $500 | $0 | $0 |
| **500** | **EIATO** | **EVC EIA Tier Rate Structure - 500Mbps** | $2,750 | $2,500 | $2,000 | $1,900 | $1,600 | **EIANR** | **Install EIA Tier Structure NRC** | $1,500 | $1,000 | $500 | $0 | $0 |
| **1000** | **EIATT** | **EVC EIA Tier Rate Structure - 1Gbps** | $3,000 | $2,750 | $2,350 | $2,200 | $1,850 | **EIANR** | **Install EIA Tier Structure NRC** | $1,500 | $1,000 | $500 | $0 | $0 |

**Table B to Exhibit A – Non-Recurring Charges\*\***

|  |  |
| --- | --- |
| **NRC Description** | **Rate** |
| Additional Labor Charges | See note \*\* below |
| BGP Enablement Charge | $250.00 |
| Build Fee | See Section 9.4.3 above |
| Cancellation Charge | Installation NRC and one-month MRC (See Section 9.4.4 above) |
| Capital in Aid of Construction (CIAC) Charge | ICB. See Section 9.4.5 above |
| Circuit Extension Charge (aka NID Annexation Charge)  Equal to or less than 15 feet of the MPOE  Greater than 15 feet of the MPOE/ additional parameters per Section 10 | $680.00  ICB. See Section 9.4.6 above |
| ETL Charge | 100% of the MRC charges multiplied by the number of months remaining in the Commitment Period (See Section 9.4.7 above) |
| Expedite Charge  Per physical circuit, per day date improved  Per virtual circuit, per day date improved | $ 450.00  $ 50.00 |
| Installation of EVC Charge | See Table A above |
| Installation of UNI Charge | See Table A above |
| No Trouble Found Administration Charge | $ 150.00 |
| Supplement Administrative Charge, per occurrence | $ 75.00 |

\*\*Additional NRCs not listed in Tables 1 and 2 of Exhibit A (such as additional labor, out of hours charges, construction due date improvement) are set forth in Frontier’s FCC tariff or Interstate Service Guide (“**ISG**”).

**EXHIBIT B**

**Service Level Objectives**

**1. Operational Objectives**

|  |  |  |
| --- | --- | --- |
| **Table 1A: EIA On-Net Service Availability** | | |
| **Circuit Availability (CA)** | | **MRC Service Credit** |
| **Availability** | **99.9%** | Below 99.9% Service Credit 30% MRC |

1. **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 described in this Exhibit B. 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 circuit operation. Frontier’s On-Net Service Availability objective and applicable Service credit are set forth in **Table 1A**, subject to Sections 3 and 4 below.

|  |  |  |
| --- | --- | --- |
| **Table 1B: EIA MTTR** | | |
| **Mean Time To Repair** | | **MRC Service Credit** |
| **MTTR** | **4 Hours** | 10% MRC 4-6 hours |
| 25% MRC above 6 hours |

1. **Mean Time to Repair (MTTR)**: MTTR is a monthly calculation of the average duration of time between Trouble Ticket (defined below) initiation (in accordance with Section 2B) and Frontier’s reinstatement of the EIA Service to meet the EIA On-Net Service Availability objective. The MTTR objective, and applicable Service credit are set forth in **Table 1B**, subject to Sections 3 and 4 below.

**2. Service Outage Reporting Procedure**

1. 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.
2. When an EIA Service Outage occurs, Customer must contact Frontier’s commercial customer support center (also known as the “NOC”) at using the contract information specified by Frontier, which as of the EIA Schedule Effective Date is the telephone number 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, Frontier 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.
3. A Service Outage begins when Customer initiates a Trouble Ticket and ends when the affected EIA Service is available; provided that, if Customer reports a problem with a Service but does not provide Frontier safe 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 and will not be eligible for any credit per this Service Schedule.
4. 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, Customer shall pay Frontier for all related time and material costs at Frontier's standard rates.

**3. Credit Request and Eligibility**

1. In the event of a Service Outage, Customer may be entitled to a credit against the applicable EIA 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 using Frontier’s wholesale billing claim process within thirty (30) days of last day of the calendar month in which the Service Outage occurred. No requests for credit will be reviewed or considered and no credit for events will be provided outside of this timeframe.
2. 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. In addition, Customer will not be issued credits for a Service Outage during any period in which Frontier is not provided with safe 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.
3. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of fifty percent (50%) of the MRC for the impacted 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.
4. The objectives in this Exhibit B apply to service performance of Frontier’s EIA Service only. They do not apply to TDM services (e.g., DS1, NxDS1, or DS3 services) or other voice or data services provided by Frontier. They do 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.
5. The final determination of whether Frontier has or has not met the metrics will be based on Frontier’s methodology for assessment of 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.
6. Credit allowances, if any, will be deducted from the charges payable by Customer under this Service Schedule and will be indicated on a subsequent bill to Customer.
7. The terms of this Exhibit B provide Customer’s sole and exclusive remedy for Service Outages, Service interruptions and Service deficiencies.