**This is Schedule Number {{ScheduleId}}** to the Frontier Services Agreement dated {{Effective\_Date}} **(“FSA”)** by and between {{Subscriber\_Name}} (“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:** | **{{ServiceStreet}}, {{ServiceCity}}, {{ServiceState}} {{ServicePostalCode}}** | **Schedule Date:** | **{{Schedule\_Date}}** |
| **Schedule Type/Purpose:** | **{{ScheduleType}}** | **Service Term:** | **{{ContractTerm}}** |
|  |  |  |  |

**{{#LIServiceAddress}}Service Location: {{LIServiceStreet}}{{LIServiceCity}}{{LIServiceState}}{{LIServicePostalCode}}**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Product Name** | **Qty** | **MRC** | **Total MRC** | **NRC** |
| {{#Product}}{{ProductName}} | {{Quantity}} | {{RecurringCharge}} | **{{TotalMRC}}** | {{OneTimeCharge}}{{/Product}} |
| **Total** |  | | **{{saRecurringTotal}}** | **{{saOneTimeTotal}}** |

**{{/LIServiceAddress}}**

|  |  |  |  |
| --- | --- | --- | --- |
| **Grand Total** |  | **{{RecurringTotal}}** | **{{OneTimeTotal}}** |

1. **E-Reach Service Description:** E-Reach is a switched Ethernet long-haul service connecting multiple Local Area Networks (LANs) and or Wide Area Networks (WANs) via the following E-LINE and E-LAN configurations:

**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 is a carrier grade data networking service featuring Quality of Service (QoS) and the following progressively higher Class of Service (CoS) levels: Silver Service (Standard Data (SD) Service), Gold Service (Priority Data), or Platinum Service (Real Time). 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.

**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 (Standard Data (SD) Service), Gold Service (Priority Data), or Platinum Service (Real Time). 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).

**Ethernet Internet Access (EIA)** is a data transport configuration comprised of a User Network Interface (UNI) with a Standard Data Level Class of Service (CoS), also commonly referred to as a Silver Ethernet Virtual Connection (EVC) to the Internet through the use of Virtual Local Area Networks (VLANs), for traffic separation, privacy, security and fault management.

**Ethernet Local Area Network (E-LAN)** is a data transport configuration providing multipoint-to-multipoint Ethernet connections to each Customer User Network Interface (UNI) consisting of two (2) or more locations, providing full mesh connectivity for all locations. 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 thru 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).

**SD WAN Private Network** 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 configuration (Table 1) access.

E-Reach Service 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.   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.

**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. Customer is responsible for properly notifying Frontier when a service address is associated with or physically identified as a data center, collocation, carrier hotel or other like environment. Customer is also responsible for procuring and paying for proper space, power and security logistics in relation to the placement of Frontier’s Network Interface Device (NID). Additionally, Customer agrees to identify and pay all costs associated with entrance, cross connects, extensions and / or coordination by Frontier or Frontier’s authorized agents as required by Frontier in order for Frontier to provide service. Customer shall also distribute Frontier’s Letter of Authorization Channel Facility Assignment (LOA/CFA).

**4. 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.

**5. Internet Acceptable Use Policy and Security.** For Customers ordering Internet integration into the network initially or during the Service Term, **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. 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. IP Addressing.**

EIA circuits with internet services are guaranteed to receive an IP Address for the circuit connection.  IPv4 leased address space for customer use on a Frontier circuit is limited and granted based on technical justification.  Customers are encouraged to use IPv6 in lieu of IPv4 address space as this is the new internet standard and preferred addressing schema within Frontier Communications.

Customers with direct control over an IP Address may route the address space on the Frontier circuit when Public Records are visible or an LOA is provided.  This includes subnets provided by other upstream providers when Public Records are visible or an LOA is provided.

7. **Service Level Agreement.**

The E-Reach 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.

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| --- | --- | --- | --- | --- |
| **Frontier Communications of America, Inc.** | |  | **{{Subscriber\_Name}}** | |
| Signature: | **{{Signer2Signature}}** | Signature: | **{{Signer1Signature}}** |
| Printed Name: | {{Signer2FullName}} | Printed Name: | {{Signer1FullName}} |
| Title: | {{Signer2Title}} | Title: | {{Signer1Title}} |
| Date: | {{Signer2Date}} | Date: | {{Signer1Date}} |

**Exhibit 1**

**This E-Reach Service Level Agreement (“SLA”)** applies to Ethernet Services ordered pursuant to an E-Reach Schedule executed by and between **{{Subscriber\_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”) and network services provided by Frontier partners for Frontier to enable ‘Off-Net’ Ethernet services. The SLAs are compliant to the standards established within MEF 23.1. CITY is defined as a regional metropolitan market that is larger than city boundaries and represents the local Metro Ethernet Network (MEN) within Frontier Communications Operating Territories, STATE is defined as any connectivity within the individual USA State boundary, and Inter-STATE is defined as any network connectivity crossing any USA State boundary. The E-Reach service inherently assumes the uses of an ‘Off-Net’ provider to provide connectivity to location(s), whereby the following SLA will be applicable and enforced in full.

**1. Operational Objectives**

1. **Availability**: Circuit Availability is the ability to exchange data packets with the nearest Frontier Internet 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 3 and 4 below.

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| **Table 1B: E-Reach** | | |
| **Mean Time To Repair** | | **MRC Service Credit** |
| **MTTR ON-NET** | **4 Hours** | 25 % MRC above 4 hrs |
| 50% MRC above 6 hrs. |
| **MTTR OFF-NET** | **6 Hours** | 25 % MRC above 6 hrs |
| 50% MRC above 8 hrs. |

1. **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 3 and 4 below.

**2. Performance Objectives**

1. **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 levelservices 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.

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| --- | --- | --- | --- | --- |
| **Table 1C: Ethernet 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%** |

1. **Latency**:Latency, Frame Transfer Delay (FTD), is the maximum packetdelivery 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. The Frame Transfer Delay SLA is limited to CIR-compliant packets on Ethernet LAN / WAN circuits ONLY.The FTD guarantee does not apply to Ethernet Internet services. 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 or Off-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

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| **Table 1D: Ethernet 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% |

1. **Jitter**: 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 On-Net and Off-Net Service transmissions will meet performance parameters outlined in the table below. Credits are based on the monthly average Frame Delay Variance. This FDV SLA is limited to CIR-compliant packets on Ethernet LAN / WAN circuits ONLY. The FDV guarantee does not apply to Ethernet Internet services. 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 On-Net Services, as outlined in the applicable Ethernet Service Schedule. Customer will be entitled to the credit as outlined in **Table 1E** if On-Net or Off-Net Services fail to meet applicable service level objectives, subject to Sections 3 and 4 below

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| **Table 1E: Ethernet 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.**

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 On-Net or Off-Net Service is suffering from a Service Outage, Customer must contact Frontier’s Customer Support Center ("CSC") at   
   1-(877) 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, facilities and design paths associated with Frontier’s preferred partnerships, 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 a Trouble Ticket is initiated and ends when the affected On-Net or Off-Net 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.
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; then Customer will pay Frontier for all related time and material costs at Frontier's standard rates.

**4. Credit Request and Eligibility.**

1. In the event of a Service Outage, Customer may be entitled to a credit against the applicable On-Net and Off-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.
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; or (vi) Emergency Maintenance. 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.
3. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of 50% of the MRC for the impacted On-Net 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 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.
5. 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 On-Net 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 On-Net Service reaches Chronic Outage status, then Customer may terminate the affected On-Net Service without penalty; provided that Customer must exercise such right within ten (10) days of the On-Net 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.