**This is Schedule Number {{ScheduleNumber}}** to the Frontier Services Agreement dated **{{FSADate}} (“FSA”)** by and between **{{CustomerName}}** (“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.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  |  | **Schedule Date:** | | **{{ScheduleDate}}** | |
| **Schedule Type/Purpose:** | **{{ScheduleTypePurpose}}** | **Service Term:** | | **{{ServiceTerm}}** | |
|  | | |  | |  |

**{{#SA}}**

**Service Location: {{ServiceLocation}}**

|  |  |  |  |
| --- | --- | --- | --- |
| **Ethernet Service Description** | **Quantity** | **MRC** | **NRC** |

**{{#Line}}**

|  |  |  |  |
| --- | --- | --- | --- |
| **{{ProductName}}**  {{^IF\_isBundle}}{{CoS}}{{/IF\_isBundle}} {{^IF\_isBundle}}{{SPEED}}{{/IF\_isBundle}} {{IPBLOCK}} {{SDWANSpeed}} {{IKEv2}} {{HighAvail}} {{CTerm}} | {{Quantity}} | {{^IF\_isBundle}}{{Recurring}}{{/IF\_isBundle}} | {{^IF\_isBundle}}{{OneTime}}{{/IF\_isBundle}} |

**{{/Line}}{{/SA}}**

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

**1. Service Description of Managed Network Services (“MNS Solution”).**

Frontier will provision a MNS solution with equipment (“MNS Solution” and “MNS Equipment,” as applicable) deployed and configured at the designated Customer Service Location that includes Managed Dedicated Internet service and Customer selected MNS service enhancements (“MNS Enhancements”) as further described below. Frontier will not be responsible for provisioning, project management, warehousing, licensing or ongoing management of any equipment not procured by Frontier. In the event this occurs, Frontier reserves the right to charge Customer for any related direct damages or incurred fees to the Frontier MNS Solution and/or MNS Equipment.

1. **Managed Dedicated Internet** is dedicated bandwidth from the Customer Service Location through the Frontier IP network then to the public Internet which provides reliable, secure and scalable bandwidth. Managed Dedicated Internet is Frontier’s premium, fully managed Internet offering. It includes symmetrical dedicated internet service (5Mbps to 1Gbps) with the equipment needed to provide in-depth management, proactive monitoring and support. The MNS Equipment also serves as the Customer’s router and is the “hub” for all other MNS Enhancements. MNS Enhancements include Managed Security, Managed Wi-Fi and/or Managed Cellular Failover. MNS Enhancements are only available when connected to Frontier’s Managed Dedicated Internet. If Customer terminates the Managed Dedicate Internet, then Customer shall be deemed to terminate the corresponding MNS Enhancements and will be subject to early termination charges as described in section 4 of the FSA and in this Schedule. If Customer terminates any or all of the Managed Enhancements, Customer shall be subject to early termination charges as described in section 4 of the FSA and in this Schedule.

Frontier, or its vendor will provide installation services, 24/7/365 proactive monitoring and management for Customer’s MNS Solution. This includes automatic alerts and ticketing for service issues, scheduled firmware updates and one number to call for anything related to the MNS Solution and/or MNS Equipment. Customer will have read-only access to a dashboard to run reports, view high-level snapshots of Customer’s managed network and access the analytics surrounding Customer network and the MNS Equipment connected to it.

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, Frontier will provide up to one hundred fifty (150) feet of CAT 6 (new installation only; otherwise preexisting Frontier cabling will be utilized when available) cable per piece of MNS Equipment (includes hub, access points (APs) and/or Cellular Failover device). An additional charge may apply if such demarcation extension extends beyond one hundred fifty (150) feet per piece of MNS Equipment. Such additional extension(s) shall be subject to additional charges.

Ethernet technology, which is what the Frontier Managed Dedicated Internet circuits utilize, requires packets to have headers, a checksum, interframe gaps and preambles. Those components ensure that the data packets get sent to the right place and end up in the right order and each use a small amount of bytes, commonly known as “overhead.” Overhead is the gap between the subscribed bandwidth speed and usable bandwidth speed. Additionally, actual data transmission or throughput may be lower than the connection speed due to internet congestion, server or router speeds, protocol overheads, and other factors which cannot be controlled by Frontier.

1. **MNS Service Enhancements to Managed Dedicated Internet.**
2. **Managed Security.** Managed Security has two levels of service with different features. Subscribed Managed Security bandwidth profile will always match the subscribed Managed Dedicated Internet bandwidth.
   1. **Managed Security-Standard** provides Customers with entry-level Internet security. Features include stateful firewall, port forwarding, and proxy settings.
   2. **Managed Security-Advanced** includes Managed Security-Standard featuresand provides Customer with additional features that include remote user VPN, UTM, Anti-Malware, IPS and web filtering.
3. **Managed Wi-Fi.** 
   1. Managed Wi-Fi provides fully managed, robust indoor and/or outdoor Wi-Fi coverage (not to exceed ten-thousand [10,000] square feet). A maximum of four (4) APs total in any combination of indoor or outdoor Managed Wi-Fi configuration. Actual coverage may vary from design and is limited based on varying factors including but not limited to, the number of devices deployed, distance from power source, structural impediments, and other interference factors. Customer shall not grant or permit any access or use of the MNS Solution or equipment that would negatively impact the operation of the Managed Wi-Fi, including, but not limited to, interfering with the signals generated or received by the Frontier equipment. 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 the Frontier internet access through the Managed Wi-Fi or Customer’s hardware or software.
4. **Managed Cellular Failover.**
   1. Managed Cellular Failover provides Internet redundancy. This service will automatically failover the Customer’s Managed Dedicated Internet access to a secondary cellular connection. Frontier Managed Cellular Failover bandwidth will be the lowest of (a) local cellular coverage; (b) subscribed Managed Dedicated Internet bandwidth speed or (c) 100Mbps. Static IP blocks will not be available during Managed Cellular Failover. Static IP addressing will be dynamic host control protocol (“DHCP”) until the Managed Dedicated Internet is restored. Cellular network connectivity may be impacted by many factors, including proximity to a cell site, physical obstacles and signal interference caused by circuit components or natural disturbances that can distort communications (e.g. other radio transmissions, severe weather, topographical features, or large structures or other objects between Customer Service Location and the nearest cell site). Network capacity and architecture can also affect Managed Cellular Failover.

**2.** **Pre-installation cancellation fees, FOC Notice and Special Construction.**

a. Pre**-installation cancellation fees.** Notwithstanding any provision of the FSA: (1) If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment, Customer shall pay a processing fee of $750 (the “Processing Fee”) and (2) Frontier will provide Customer with notice (the “FOC Notice”) of the project completion date (the “FOC Date”) as soon as possible in light of the requested services and customer’s location. If Customer cancels more than ten (10) business days after the issuance of the FOC Notice, Customer shall pay the Processing Fee and the total costs and expenditures of Frontier in connection with establishing the Service and / or providing the Equipment prior to Frontier’s receipt of notice of cancellation including but not limited to any construction and engineering costs and Equipment restocking fees.

**b. 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. Notwithstanding the foregoing, Customer shall not be required to pay construction, engineering and Processing Fees if the cancellation is within ten (10) business days of receipt of Frontier’s notification of additional special construction and engineering costs pursuant to this Service Schedule.

**3. Obligations of Customer.**

a. 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 MNS Solution performance. Customer shall provide and maintain an email distribution contact list with correct telephone and email information for service escalation that indicates who to contact, at what priority level, and the precedent of the contact order, and for any service modifications. Customer shall identify points of contact with decision-making and approval authority. Customer must be present during installation and provide a Customer project manager and complete all sign-off documentation.

Customer will not use, or permit use of, the MNS Solution in a manner which is (i) illegal; or (ii) infringes the patent, copyright, trademark, confidential information or intellectual property rights of a third party; collectively "Unauthorized Use". Frontier reserves the right to immediately terminate, modify or suspend Customer’s MNS Solution if it is determined by Frontier in its sole discretion that Customer has used the MNS Solution for any Unauthorized Use. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer’s or third parties’ Unauthorized Use.

**b.** **Installation Service Assumptions**

Customer shall be responsible for necessary preparations at Customer Service Location(s) for delivery and installation of Frontier equipment including the relocation of Customer’s equipment, furniture, and furnishings as necessary to access the installation site. For installation services requiring any of the following, Customer may incur additional charges (a) additional site visits to the applicable installation site; (b) additional technician labor hours (incurred due to additional labor, administrative work, delays, excess testing/troubleshooting, or other service readiness activities); (c) work beyond the standard installation; or (d) additional material. Installation excludes all costs associated with the shipment to, or to the direction of, Customer of any materials or equipment removed by Frontier or its vendor installer from the applicable work site. Installation assumes that: (a) no work will be conducted at heights above twelve (12) feet, and (b) no special lift equipment will be required. Any such work and equipment will be invoiced to Customer as an additional expense together with any additional corresponding labor hours and will be billed separately. Installation excludes drilling or other physical changes in connection with the installation plan. Installation assumes the supply of sufficient AC power outlet within reach of the MNS “hub” installation location by the Customer at each installation site, if applicable. Frontier will supply, pre-configure, and bring to each installation site material and equipment, including required mounting kits and sufficient consumables necessary for the completion of the installation. Frontier, or its vendor, and Customer will manage and schedule the implementation dates collaboratively. Any changes or delays in the agreed-to schedule require Frontier’s or its vendor’s prior written approval. Customer will coordinate and confirm access to the Customer Service Location and any ancillary areas Frontier, or its vendor, will require access to in order to complete the installation. Installation assumes (a) clear cable pathway in riser space and/or in ceilings, (b) workplace has drop ceilings or open truss ceilings, (c) all cabling is placed in front of walls and no cable fishing is required, (d) cabling does not include any raceway/conduit/panduit etc. and, (e) no conduit/innerduct placement in riser space. Installation assumes the technician will not: (a) perform core drilling of ceilings/floors/firewalls and/or (b) move furniture.

If Frontier is unable to install the MNS Solution as a result of (i) Customer’s failure to deliver any required materials, support or information to Frontier; (ii) Customer’s failure to provide access to a Service Location; (iii) Frontier ’s inability to obtain access to equipment at the Service Location as necessary for installation of the Service, or (iv) Customer’s equipment being inadequate to interconnect with the MNS Solution, then Customer shall pay Frontier a service charge at Frontier’s then prevailing rates for each additional installation trip made by Frontier, or its third party vendor, necessary to perform the MNS Solution installation. Additionally, if cancellation of service install appointment from Customer with less than twenty-four (24) hours’ notice of the scheduled installation occurs, Customer will reimburse Frontier for any related costs incurred by Frontier including but not limited to travel at normal rate and overtime labor rate expenses.

**4. Equipment.** Frontier retains title to all equipment provided for MNS Solution. Customer acknowledges and agrees that the MNS Solution and equipment 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, **and all applicable licenses are subject to the manufacturer’s end user license terms and conditions**. When using the MNS, Customer and each permitted user agrees and accepts Cisco’s applicable terms, including the following <https://www.cisco.com/c/dam/en_us/about/doing_business/legal/OfferDescriptions/meraki.pdf>. Customer is responsible for complying with such terms and policies, ensuring that its granting of any rights to use its or its employees’, customers’ or invitees’ information complies with law, and advising all such persons of the permitted access to or use of their information by third parties as may be required by law or prudent business practices. In the circumstance of a hardware failure, Frontier will coordinate a Returns Material Authorization (“RMA”) with Customer. If Frontier approves the RMA, then Frontier, or its third party vendor, will provide and coordinate delivery and re-installation of the replacement device.

Equipment is warrantied pursuant to the applicable manufacturer’s standard warranty provisions, as outlined in the documentation packaged with the Equipment. This Schedule shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by Frontier or the third party manufacturers. Customer agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of the Equipment will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION, TITLE OR NONINFRINGEMENT OF THIRD-PARTY RIGHTS.

**5. 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; (2) weekends, including Saturday and/or Sunday and (3) the Frontier designated holidays (New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, Independence Day, Juneteenth Labor Day, Veteran’s Day, Thanksgiving Day and Christmas Day).

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.

**6.** **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/>. 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. Producer Price Index Adjustment.** Unless otherwise prohibited by tariff, regulation or applicable law, Frontier shall, once per year in July, increase the above MRC for each service by the annual increase in the Producer Price Index for Total Final Demand as published by the U.S. Bureau of Labor Statistics (“PPI-FD”). The adjustment will be based on the percentage increase, if any, in PPI-FD for the most recent yearly period ending April 30th compared to the prior 12-month period ending April 30th and shall not exceed 9.5% in any year. The increase, if any, will be reflected as either an increase in the base MRC or as a separately stated item and occur for the first time in July of the calendar year after service installation.

**7. Producer Price Index Adjustment.** Unless otherwise prohibited by tariff, regulation or applicable law, Frontier shall, once per year in July, increase the above MRC for each service by the annual increase in the Producer Price Index for Total Final Demand as published by the U.S. Bureau of Labor Statistics (“PPI-FD”). The adjustment will be based on the percentage increase, if any, in PPI-FD for the most recent yearly period ending April 30th compared to the prior 12-month period ending April 30th and shall not exceed 9.5% in any year. The increase, if any, will be reflected as either an increase in the base MRC or as a separately stated item and occur for the first time in July of the calendar year after service installation

**8. Early Termination Charges**

In addition to the cancellation charges set forth in Section 4 of the FSA, if Customer fails to return the Frontier MNS Equipment received by Customer as a part of the MNS Solution , or does not allow Frontier to retrieve the Frontier MNS Equipment within fifteen (15) days after the MNS Solution is terminated or cancelled, Frontier may, at its discretion charge Customer an amount equal to: (a) Frontier ’s then-applicable unreturned equipment charge, or (b) the retail cost of replacement of the unreturned Frontier Equipment; plus (c) any and all costs and expenses incurred by Frontier in obtaining or attempting to regain possession of the Frontier Equipment.   If applicable, Customer shall pay for the repair or replacement of any damaged Frontier MNS Equipment, except such repairs or replacements as may be necessary due to normal and ordinary wear and tear or material or workmanship defects.  The proper disposition of any Frontier MNS Equipment that is not returned to, or recovered by, Frontier will be the sole responsibility of Customer, and must be in accordance with applicable laws.  The foregoing Customer obligations will survive the termination of this Schedule.

**9**. **Service Level Agreement.** The Dedicated Internet Access Service Level Agreement for Dedicated Internet Access 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. 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.

SIGNATURE PAGE TO FOLLOW

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Frontier Communications of America, Inc.** | |  | **{{CustomerName}}** | |
| Signature: | {{FrontierSignature}} | Signature: | {{ClientSignature}} |
| Printed Name: | {{FrontierPrintedName}} | Printed Name: | {{ClientPrintedName}} |
| Title: | {{FrontierTitle}} | Title: | {{ClientTitle}} |
| Date: | {{FrontierDate}} | Date: | {{ClientDate}} |

**EXHIBIT 1**

**Service Level Agreement**

**This Managed Dedicated Internet Service Level Agreement (“SLA”)** applies to a Managed Network Services Schedule, executed by and between **{{CustomerName}}** (“Customer”) and **Frontier Communications of America, Inc.** (“Frontier”). The terms of this SLA apply exclusively to the Dedicated network elements directly within Frontier’s management responsibility and control (“On-Net Service”).

**1. Operational Objectives**

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| --- | --- | --- |
| **Table 1A: Managed Dedicated Internet** | | |
| **Circuit Availability (CA)** | | **MRC Service Credit** |
| **Availability** | **99.99%** | Below 99.99% 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 Managed Dedicated Internet 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: Managed Dedicated Internet** | | |
| **Mean Time To Repair** | | **MRC Service Credit** |
| **MTTR** | **4 Hours** | 25 % MRC above 4 hrs |
| 50% MRC above 6 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 Managed Dedicated Internet 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. To the extent applicable, the Customer is entitled to one Service Credit per Service Outage (i.e. for either the higher of Circuit Availability credit or Mean Time to Repair credit, if applicable). If applicable, the On-Time Provisioning credit would be in addition to the Service Outage credit.

**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 Managed Dedicated Internet Service is impacted 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.
3. A Service Outage begins when a Trouble Ticket is initiated and ends when the affected Managed Dedicated Internet 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.

**3. Credit Request and Eligibility.**

1. In the event of a Service Outage, Customer may be entitled to a credit against the applicable Managed Dedicated Internet 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; (vi) Emergency Maintenance or (vii) interruptions resulting form 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.
3. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of 50% of the MRC for the impacted Managed Dedicated Internet 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. For example, If Customer’s Service Outage triggers both operational objectives (i.e. Circuit Availability and Mean Time to Repair), Customer will receive the highest available Service Credit, but not both.
4. This SLA guarantees service performance of Frontier’s Managed Dedicated Internet 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.
5. 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.
6. 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 Managed Dedicated Internet 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 a Managed Dedicated Internet Service reaches Chronic Outage status, then Customer may terminate the affected Managed Dedicated Internet Service without penalty; provided that Customer must exercise such right within ten (10) days of the Managed Dedicated Internet 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.