



Dedicated Internet Access (DIA) Schedule

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This is Schedule Number S-0000388296 to the Frontier Services Agreement dated 04/15/2021 ("FSA") by and between CITY OF MURRIETA POLICE DEPT ("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: 1 Town Square Murrieta, California

Schedule Date:

02/27/2025

Schedule Type/Purpose: Renew existing services (this schedule supersedes)

Service Term:

36 Month(s)

| Services Provided | | | | | |
|-----------------------------------|---|-----------|----------|-----------|------------|
| Service Address | Service Description | Partnered | Quantity | Charges | |
| | | | | Total NRC | Total MRC |
| 1 Town Square, Murrieta CA 92562 | Dedicated Internet Access DIA 1000 Mbps | No | 1 | \$0.00 | \$1,090.00 |
| 1 Town Square, Murrieta, CA 92562 | Static IP 5 | No | 1 | \$0.00 | \$0.00 |
| Subtotal: | | | | \$0 | \$1090 |

1. Service Description.

a. **Dedicated Internet Access ("DIA").** DIA is an internet connection, delivered via Ethernet from Customer Service Location to the Frontier IP network then to the public Internet which provides reliable, dedicated and scalable bandwidth. Physical termination shall conform to applicable rules and regulations with respect to Minimum Point of Entry (MPoE) and demarcation point. If Customer requests extensions beyond the MPoE, such extension(s) shall be subject to Frontier's cabling service policies and Frontier's charges related thereto per separate Frontier Cabling Service and Fee Schedule.

b. **Partnered and/or Type II** service is a delivery method where a Frontier third-party Service provider is used to deliver the local access to Customer ("Partner Provider").

c. **Overhead.** Ethernet technology, which is what the Frontier 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.

2. Pre-installation cancellation fees, FOC Notice, Partnered Access Costs and Special Construction.

a. **Pre-installation cancellation fees.** Cancellation relating to newly identified costs and expenses: If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment due to Customer's determination that Customer is not able or willing to incur the costs and expenses of Frontier identified Customer required pre-installation requirements (other than previously identified NRC or CIAC set forth in this Schedule), then notwithstanding any provision of the FSA, Customer shall not be required to pay the FSA Section 4(a) cancellation charge.

b. **Cancellation after FOC Notice.** 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, then, notwithstanding any provision of the FSA, Customer shall pay a processing fee of Seven Hundred Fifty Dollars (\$750.00) 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.

c. **Partnered Access costs.** Notwithstanding any provision to the contrary in the FSA or this Service Schedule, if Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment for any reason, then Customer shall reimburse Frontier for any costs and/or expenditures related to Partnered Access for which Frontier is obligated in connection with establishing the Service via Partnered Access including but not limited to any Partnered Access fees, charges, costs or early termination fees charged to Frontier.

d. Special Construction.



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i. General. 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").

ii. Frontier assistance with Special Construction. Frontier may determine, on a project-by-project basis, whether and the extent to which, if any, Frontier may provide additional assistance with respect to Special Construction. If Frontier determines in its sole discretion that Frontier will provide financial assistance, Frontier will notify Customer of such assistance and related conditions or requirements with respect to the Special Construction project.

iii. Customer Special Construction costs. Upon notification that Special Construction costs are required; Customer will have ten (10) business days to notify Frontier of Customer's acceptance of such costs. If the Customer does not agree to the Special Construction costs within ten (10) business days, the Customer shall be deemed to have cancelled the Service Schedule and notwithstanding any provision of the FSA, Customer shall not be required to pay the FSA Section 4(a) cancellation charge. If the Customer agrees to the Special Construction costs, Frontier and Customer will execute a replacement Schedule.

3. Obligations of Customer. 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 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 DIA 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 DIA Solution if it is determined by Frontier in its sole discretion that Customer has used the DIA 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.

4. After Hours/Holiday Labor Hours. If Customer desires coordinated turn up services ("After Hours") during non-business hours, defined below, then the After-Hours services shall be provided at the rate of \$175.00 per hour. Non-business hours include: (1) weeknights between the hours of 5:00 p.m. and 7:59 a.m. local time; (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, Juneteenth, Independence Day, 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

5. Internet Acceptable Use Policy and Security. Customer shall comply, and shall cause all Service users to comply, with Frontier's Acceptable Use Policy ("AUP"), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change: http://www.frontier.com/policies/commercial_aup/. 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. Service Level Agreement. The Dedicated Internet Access Service Level Agreement for Dedicated Internet Access is attached hereto and incorporated herein as Exhibit 1.



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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.

Frontier Communications of America, Inc.

CITY OF MURRIETA POLICE DEPT

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

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



Dedicated Internet Access (DIA) Schedule

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EXHIBIT 1 Service Level Agreement

This **Dedicated Internet Access Service Level Agreement ("SLA")** applies to a Dedicated Internet Access (DIA) Schedule, executed by and between **CITY OF MURRIETA POLICE DEPT** ("Customer") and **Frontier Communications of America, Inc.** ("Frontier"). The terms of this SLA apply exclusively to the Dedicated Internet Access network elements directly within Frontier's management responsibility and control ("DIA Service"), including Partnered delivered service.

1. Operational Objectives

- A. **Availability:** Circuit Availability is the ability to exchange data packets with the nearest Frontier Internet Point of Presence ("POP") or DIA 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 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 Service Availability commitment and applicable Service credit are outlined in **Table 1A**, subject to Sections 3 and 4 below.

| Table 1A: Dedicated Internet Access | | |
|-------------------------------------|--------------------|-------------------------------------|
| Circuit Availability (CA) | MRC Service Credit | |
| Availability | 99.99% | Below 99.99% Service Credit 30% MRC |

- B. **Mean Time to Repair (MTTR):** MTTR is a monthly calculation of the average duration of time between Trouble Ticket initiation (in accordance with Section 2B) and Frontier's reinstatement of the DIA 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.

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

- C. 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.

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

3. Credit Request and Eligibility.

- A. In the event of a Service Outage, Customer may be entitled to a credit against the applicable DIA 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.



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- B. Credits do not apply to Service Outages caused, in whole or in part, by one or more of the following: (i) the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; (ii) failure of power; (iii) the failure or malfunction of non-Frontier equipment or systems; (iv) circumstances or causes beyond the control of Frontier or its representatives; (v) a Planned Service Interruption; (vi) Emergency Maintenance or (vii) interruptions resulting from Force Majeure events as defined in Customer's FSA. In addition, Customer will not be issued credits for a Service Outage during any period in which Frontier is not provided with access to the Service location or any Frontier network element, or while Customer is testing and/or verifying that the problem has been resolved. "Planned Service Interruption" means any Service Outage caused by scheduled maintenance, planned enhancements or upgrades to the Frontier network; provided that Frontier will endeavor to provide at least five (5) business days' notice prior to any such activity if it will impact the Services provided to Customer. "Emergency Maintenance" means maintenance which, if not performed promptly, could result in a serious degradation or loss of service over the Frontier network.
 - C. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of 50% of the MRC for the impacted DIA 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.
 - D. This SLA guarantees service performance of Frontier's Dedicated Internet Access services only. This SLA does not cover TDM services [DS1, NxDS1, or DS3 services] or other voice or data services provided by Frontier. This SLA does not apply to services provided over third-party non-partner facilities, through a carrier hotel, or over Frontier facilities which terminate through a meet point circuit with a third-party non-partner carrier.
 - E. The final determination of whether Frontier has or has not met SLA metrics will be based on Frontier's methodology for assessment of compliant performance. Service Outage credits are calculated based on the duration of the Service Outage, regardless of whether such Service Outage is the result of failure of the Service to meet one or more performance metric.
 - F. Credit allowances, if any, will be deducted from the charges payable by Customer hereunder and will be expressly indicated on a subsequent bill to Customer. Credits provided pursuant to this SLA shall be Customer's sole remedy with regard to Service Outages.
4. **Chronic Outage:** An individual DIA 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 DIA Service reaches Chronic Outage status, then Customer may terminate the affected DIA Service without penalty; provided that Customer must exercise such right within ten (10) days of the DIA 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.