

Purchase Change Request



Marshall University
Office of Purchasing
One John Marshall Drive
Huntington, WV 25755-4100

Order #
MU22METROETHER

FY 25	Buyer LL	Date 11/15/2024	Account	P.O. Date 09/13/2021	Contract MU22METROETHER
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Document <input type="checkbox"/> Requisition (Cancellation only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input checked="" type="checkbox"/> Open End Contract Purchase <input type="checkbox"/> Agreement	Document Action <input type="checkbox"/> Cancellation <input type="checkbox"/> Increase/Decrease <input type="checkbox"/> Unused Balance <input type="checkbox"/> Freight <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Extension Error	<input type="checkbox"/> Error in Total Amount <input type="checkbox"/> Change of Account <input type="checkbox"/> Change of Vendor Name/Address <input type="checkbox"/> Other
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Vendor Name, Address, Phone #, etc.

Vendor Code **061449041**

BOG Unit Name & Address

FRONTIER COMMUNICATIONS
401 MERRITT 7
NORWALK, CT 06851

Marshall University
Office of Purchasing
One John Marshall Drive
Huntington, WV 25755-4100

Ph# 304-410-5659 Fax FEIN# 06-1449041

Item#	Quantity	Description of Change	Unit Price	Extended Price
		<p align="center">Change Order # <u>3</u></p> <p>LAYER2 UNMANAGED METROPOLITAN AREA NETWORK (MAN)</p> <p>To make the following changes to MU22METROETHER all in accordance with the terms, conditions, and specifications contained in the original contract including all authorized change orders.</p> <p>1. Renewal pf Contract</p> <p>Effective Date(s): December 12, 2024 through December 11, 2025 Renewals Remaining: One (1) Renewal #: 3 (three) of four (4)</p> <p>Vendor Contact: Anthony Rome [anthony.rome@ftr.com], Lanee Kirk [lanee.kirk@ftr.com], Vicki Shafer Hayes [vicki.hayes@ftr.com]</p>		

Reason for Change: Renewal of Contract

Previous Total	\$	Open-end
Increase	\$	-
Decrease	\$	-
New Total	\$	Open-end

Approved:

Michelle W. Peeler
Authorized Signature

11.15.2024

Date

N/A

Attorney General **if** required

Date



Ethernet Local Area Network (E-LAN) Schedule

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This is Schedule Number **S-0000402655** to the Frontier Services Agreement dated **11/30/2016** (“FSA”) by and between **MARSHALL UNIVERSITY-** (“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 John Marshall Drive Huntington, WestVirginia25755 **Schedule Date:** 09/24/2024

Schedule Type/Purpose: Renewal **Service Term:** 2 of 3 remaining 1-year renewals

Services Provided					
Service Address	Service Description	Partnered	Quantity	Charges	
				Total NRC	Total MRC
1542 Spring Valley Dr, Huntington, WV 25705	1G ELAN - Silver Intrastate	No	1	\$0.00	\$830.00
One John Marshall Way, Pt Pleasant, WV 25550	1G ELAN - Silver Intrastate	No	1	\$0.00	\$830.00
One John Marshall Dr, Huntington, WV 25755	3G ELAN SilvrAcclIntraSt	No	1	\$0.00	\$1,667.00
202 Larry J Harless Dr, Gilbert, WV 25621	10M ELAN - Silver Intrastate	No	1	\$0.00	\$237.00
1463 CO RTE 3/1, Huntington, WV 25704	1G ELAN - Silver Intrastate	No	1	\$0.00	\$830.00
600 Eagle Mountain Rd, Charleston, WV 25311	1G ELAN - Silver Intrastate	No	1	\$0.00	\$830.00
100 Angus E. Peyton Dr, South Charleston, WV 25303	1G ELAN - Silver Intrastate	No	1	\$0.00	\$910.00
Subtotal:				\$0	\$6134
<p>Interstate / Intrastate Pricing Certification: “interstate in nature” means that the traffic transported by the Service originates in one state and terminates in another state or outside the United States, regardless of how it is routed. Designation may impact taxes and surcharges applicable to the Service. Customer certifies that its traffic over such Services will be: 10% or less interstate in nature (subject to federal jurisdiction/fees)</p>					



Ethernet Local Area Network (E-LAN)

Schedule

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1. SERVICE DESCRIPTION:

a. Ethernet Local Area Network (E-LAN) is a data transport configuration providing multipoint-to-multipoint Ethernet connections to each Customer User Network Interface (UNI). E-LAN consists of two (2) or more locations, providing full mesh connectivity for all locations. E-LAN is a carrier grade data networking service featuring Quality of Service (QoS) with the following Class of Service (CoS) levels: Silver Service, Gold Service (Priority Data), or Platinum Service (Real Time), where available. 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 through a single non-deterministic Ethernet Virtual Circuit (EVC) carrying all bandwidth profiles. The E-LAN 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). 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 is a delivery method where a Frontier third party Service provider is used to deliver the local access to Customer ("Partner Provider").

c. Dedicated Internet Access ("DIA") DIA is a dedicated bandwidth from Customer Service Location to the Frontier IP network then to the public Internet which provides reliable, secure 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.

d. Overhead Ethernet technology, which is what E-LAN circuits utilize, requires frames to have headers, a checksum, interframe gaps and preambles. Those components ensure that the data frames 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 server or switching 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.

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").



Ethernet Local Area Network (E-LAN) Schedule

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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 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.

4. 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.

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, 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.

6. 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.

7. SERVICE LEVEL AGREEMENT. The E-LAN 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



Ethernet Local Area Network (E-LAN) Schedule

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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.

MARSHALL UNIVERSITY-

Signature: Anthony Rome
 Printed Name: Anthony Rome
 Title: Enterprise Sales Manager
 Date: Sep 24, 2024

Signature: Michelle Wheeler
 Printed Name: Michelle Wheeler
 Title: Chief Procurement Officer/Director of Purchasing
 Date: September 25, 2024



Ethernet Local Area Network (E-LAN) Schedule

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EXHIBIT 1 ETHERNET LOCAL AREA NETWORK SERVICE LEVEL AGREEMENT

This Ethernet Local Area Network Service Level Agreement (“SLA”) applies to an Ethernet Local Area Network (E-LAN) Schedule executed by and between **MARSHALL UNIVERSITY-** (“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”).

1. Operational Objectives

- A. Availability:** Circuit Availability is the ability to exchange data packets with the nearest Frontier Internet Point of Presence (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 2 and 3 below.

Table 1A Ethernet Local Area Network SLAs		
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 E-LAN 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 2 and 3 below.

Table 1B: Ethernet Local Area Network		
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. Performance Objectives

Method of Measurement. For the purposes of measuring E-LAN performance on the Customer’s E-LAN network, the following are considered the A and Z locations.

- “A Location” - Service Location listed in Table 1 of this document.
- “Z Location” – During the data gathering process, Customer will designate at least 1 but no more than 2 locations as Z Locations for performance measurement.
- The SLA is achieved when the Performance Objectives (described below) are met between the A Location and Z Location(s).

- A. Packet Delivery:** The Frame Loss Ratio (FLR) is a round trip measurement between ingress and egress ports (NIDs) at 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 Dedicated 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 level services 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*.



Ethernet Local Area Network (E-LAN) Schedule

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- **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.

Table 1C: E-LAN 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%

- B. **Latency:** Latency, Frame Transfer Delay (FTD), is the maximum packet delivery time measured round-trip between Customer's A and Z locations at the Committed Information Rate (CIR). Latency is measured across E-LAN 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. Customer must meet the following criteria to qualify for Service credits on the E-LAN 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 E-LAN 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.

Table 1D: E-LAN 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%

- C. **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 E-LAN Service transmissions will meet performance parameters outlined in the table below. Credits are based on the monthly average Frame Delay Variance. Customer must meet the following criteria to qualify for Service credits on the E-LAN 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 E-LAN Services, as outlined in the applicable Ethernet Service Schedule. Customer will be entitled to the credit as outlined in **Table 1E** if E-LAN Services fail to meet applicable service level objectives, subject to Sections 3 and 4 below.

Table 1E: E-LAN 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	n/a
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.



Ethernet Local Area Network (E-LAN) Schedule

Frontier Confidential

- 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 E-LAN Service is suffering from a Service Outage, Customer must contact Frontier's commercial customer support center (also known as the "NOC") at 1-(888) 637-9620 to identify the Service Outage and initiate an investigation of the cause ("Trouble Ticket"). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate Frontier departments will initiate diagnostic testing and isolation activities to determine the source. In the event of a Service Outage, Frontier and Customer will cooperate to restore the Service. If the cause of a Service Outage is a failure of Frontier's or Partner Provider'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 E-LAN 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 E-LAN Service MRC if (i) Customer initiated a Trouble Ticket; (ii) the Service Outage was caused by a failure of Frontier's or Partner Provider's equipment, facilities or personnel; (iii) the Service Outage warrants a credit based on the terms of Section 1; and (iv) Customer requests the credit within thirty (30) days of last day of the calendar month in which the Service Outage occurred.
 - B. Credits do not apply to Service Outages caused, in whole or in part, by one or more of the following: (i) the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; (ii) failure of power; (iii) the failure or malfunction of non-Frontier equipment or systems; (iv) circumstances or causes beyond the control of Frontier or its representatives; (v) a Planned Service Interruption; (vi) Emergency Maintenance or (vii) interruptions resulting from Force Majeure events as defined in Customer's FSA. In addition, Customer will not be issued credits for a Service Outage during any period in which Frontier is not provided with access to the Service location or any Frontier network element, or while Customer is testing and/or verifying that the problem has been resolved. "Planned Service Interruption" means any Service Outage caused by scheduled maintenance, planned enhancements or upgrades to the Frontier network; provided that Frontier will endeavor to provide at least five (5) business days' notice prior to any such activity if it will impact the Services provided to Customer. "Emergency Maintenance" means maintenance which, if not performed promptly, could result in a serious degradation or loss of service over the Frontier network.
 - C. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of 50% of the MRC for the impacted E-LAN Service, per month. For cascading failures, only the primary or causal failure is used in determining Service Outage and associated consequences. Only one service level component metric can be used for determining Service credits. In the event of the failure of the Service to meet multiple metrics in a one-month period, the highest Service credit will apply, not the sum of multiple Service credits.
 - D. This SLA guarantees service performance of Frontier's Ethernet Local Area Network (E-LAN) 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 E-LAN 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 E-LAN Service reaches Chronic Outage status, then Customer may terminate the affected E-LAN Service without penalty; provided that Customer must exercise such right within ten (10) days of the E-LAN 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.



Office of Purchasing

Renewal Letter

November 1, 2024

VIA ELECTRONIC MAIL: Vicki.Hayes@FTR.com, Lanee.Kirk@ftr.com, and Anthony.Rome@ftr.com

Frontier
 PO Box 20550
 Rochester, NY 14602

Re: Contract Renewal for MU22METROETHER

Dear Frontier Team:

The above referenced contract expires on December 11, 2024. There is a provision for renewal upon written mutual agreement of the parties.

Please annotate on the bottom of this letter, with your signature and date, if you agree to renew contract, MU22METROETHER, effective December 12, 2024 through December 11, 2025 under the same terms and conditions as the original contract including all approved change orders.

Please return the executed letter via email and the Purchasing affidavit at your earliest convenience.

If you have any questions, please feel free to call me at 304-696-3056.

Sincerely,

Leeann Lemon

Leeann Lemon
 Contract Specialist

I agree to the current MU22METROETHER for an additional one (1) year period under the same terms and conditions as the original contract.

Yes No

Yes, subject to the following changes indicated below or in the attached letter.

Anthony Rome

11/8/2024

Signature

Date

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Frontier Communications

Authorized Signature: [Signature] Date: 11/15/2024

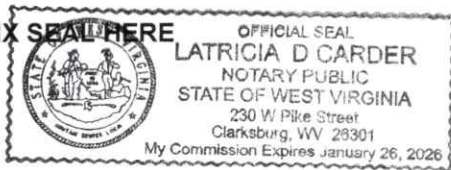
State of WV

County of HARRISON, to-wit:

Taken, subscribed, and sworn to before me this 15th day of NOVEMBER, 2024

My Commission expires Jan 26, 2026

AFFIX SEAL HERE



NOTARY PUBLIC Latricia D Carder

Vendor/Customer

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Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status	Previous Name
✓ 000000101327	FRONTIER		Active	Inactive	

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▼ General Info

Vendor/Customer : 000000101327	Restrict Use by Department : <input type="checkbox"/>
Legal Name : FRONTIER	Miscellaneous Account : <input type="checkbox"/>
Alias/DBA : <input type="text"/>	Internal Account : <input type="checkbox"/>
Vendor Active Status : Active <input type="text"/>	Third Party Only : <input type="checkbox"/>
Vendor Approval Status : Complete <input type="text"/>	Third Party Vendor : <input type="checkbox"/>
Customer Active Status : Inactive <input type="text"/>	Third Party Customer : <input type="checkbox"/>
Customer Approval Status : Incomplete <input type="text"/>	Inventory Customer : <input type="checkbox"/>
Location Name : <input type="text"/>	Healthcare Provider : <input type="checkbox"/>
First Name : <input type="text"/>	Never Archive : <input type="checkbox"/>
Middle Name : <input type="text"/>	Restrict VSS Access : No <input type="text"/>
Last Name : <input type="text"/>	Discontinue - No New Business : <input type="checkbox"/>
Company Name : FRONTIER	Prevent MA Reference : <input type="checkbox"/>
Previous Name : <input type="text"/>	PunchOut Enabled : <input type="checkbox"/>
Previous Street : <input type="text"/>	Re-PunchOut Enabled : <input type="checkbox"/>
Previous City : <input type="text"/>	Electronic Order Enabled : <input type="checkbox"/>
Previous State/Province : <input type="text"/>	W-9 Received : <input type="checkbox"/>
Previous Country : <input type="text"/>	W-9 Received Date : <input type="text"/>
	W-8 Received : <input type="checkbox"/>
	W-8 Received Date : <input type="text"/>
	Accepts Credit Cards : <input type="checkbox"/>
	Active From : 01/01/1999 <input type="text"/>
	Active To : <input type="text"/>
	Last Usage Date : 11/13/2024 <input type="text"/>
	Department : <input type="text"/>
	Unit : <input type="text"/>

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▶ Prenote/EFT

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▶ Vendor Terms

▶ Accounts Receivable

▶ eMALL

▶ Location Information

▶ Fee and Vendor Compliance Holds

Fee Exempt : <input type="checkbox"/>	Tax Clearance : <input type="checkbox"/>
Registration Application Date : 09/23/2011 <input type="text"/>	Unemployment Insurance : <input type="checkbox"/>
Registration Effective Date : 09/23/2011 <input type="text"/>	Worker's Compensation : <input type="checkbox"/>
Registration Expiration Date : 09/23/2012 <input type="text"/>	Secretary of State Registration : <input type="checkbox"/>
Pre-Registration Code : <input type="text"/>	Federal Debarred : <input type="checkbox"/>

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