

Attachment A

Frontier Services Agreement



This Frontier Services Agreement ("FSA") is effective as of August 26, 2025, by and between Frontier Communications of America, Inc. on behalf of itself and its affiliates which provide Equipment and Services identified in the Schedules ("Frontier"), and County of Santa Barbara, whose primary address is 105 E. Anapamu Street, Santa Barbara, CA 93101 ("Customer").

1. Provision of Services and Equipment

- a. Frontier will provide and the Customer agrees to pay for the communications, installation and maintenance services (collectively "Service"), and/or purchase or lease equipment ("Equipment"), described in this FSA and Schedules executed by Customer.
- b. Customer acknowledges that certain Services may be governed by tariff or price schedule filed with the Federal Communications Commission and/or the state public utilities commission. In the event of any inconsistencies between this FSA and an applicable tariff, the tariff shall control except with respect to pricing, early termination charges or cancellation charges for which this FSA shall control.
- c. Frontier will provide, maintain and repair the Frontier owned facilities and equipment used to provide the Services ("Frontier's Network"), up to and including the point at which Frontier's Network is made available for interconnection to Customer's premises equipment or inside wiring. Customer shall provide Frontier reasonable access to Customer's premises during normal business hours for the purpose of installing, inspecting, testing, rearranging, repairing or removing any Frontier Network components, including obtaining approvals, permits or licenses from third parties as necessary. Customer will cooperate in good faith and provide all reasonable information and authorizations required by Frontier for the purpose of installing Services and/or Equipment, performing routine network grooming, maintenance, upgrades, and addressing emergencies, including but not limited to design layout records of any Customer or third party network elements to be connected to the Services and Letters of Agency allowing Frontier to act on the Customer's behalf related to the Services and auxiliary third party services.
- d. Only authorized agents and representatives of Frontier may perform maintenance work with respect to Frontier's Network. Any repair, alteration, configuration or servicing of Frontier's Network Services or Equipment by Customer or third parties without the written consent of Frontier is a material breach of this FSA and cause for termination at Frontier's option.
- e. If Frontier is unable to commence performance hereunder due to circumstances within Customer's control, any related costs incurred by Frontier, including but not limited to travel at normal rate and overtime labor rate expenses, will be reimbursed by Customer. Customer will reimburse Frontier for all costs incurred for installation, maintenance and repair if: (i) Frontier's Network is altered, maintained or repaired by any party other than Frontier, without Frontier's prior written consent, (ii) the malfunction of the Service or Equipment is the result of mishandling, abuse, misuse, improper operation, improper storage, or improper installation by anyone other than Frontier (including use in conjunction with equipment electrically or mechanically incompatible); or (iii) if the problem originated from a source unrelated to Frontier's Network.
- f. Customer will provide (i) suitable building facilities (including but not limited to space, circuitry, power, backup power, and surge protectors) for the installation, operation, and maintenance of Frontier's Network in accordance with manufacturer's documentation and Frontier's installation standards, more fully described in the applicable Schedule; and (ii) a well-lighted and safe working area that complies with all local safety standards and regulations.
- g. The Services or Equipment may be connected with the services or facilities of other carriers. Frontier may, when authorized by Customer and as may be agreed to by Frontier, act as Customer's agent for ordering facilities provided by other carriers to allow such connection of Customer's locations to Frontier's Network or to the network of an underlying carrier or service.
- h. Customer is responsible for all charges billed by other carriers or third parties. Frontier shall not be responsible for the installation, operation, repair or maintenance or performance of equipment, facilities, software or service not provided directly by Frontier. Customer is responsible to provide equipment compatible with the Service or Equipment and Frontier's Network, and any wiring required to extend a communications termination and/or demarcation at the Customer premises. Customer will provide suitable building facilities for the provision of Services in accordance with local codes, including but not limited to ducting, conduit, structural borings, etc. for cable and conductors in floors, ceilings and walls; electrical service with suitable terminals and power surge protection devices; and metallic grounds with sufficient slack in the equipment room, installed in conformity with the National Electrical Code and local codes, and Frontier's installation standards.
- i. Customer is solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of the Services and Equipment. Customer is solely responsible for (a) ensuring that all of Customer's data is adequately secured, documented and backed-up at all times and (b) reimbursing Frontier for costs incurred by Frontier related thereto. Frontier and its contractors are not responsible or liable for data loss and/or unauthorized or fraudulent use of Customer Services or Equipment for any reason and Customer agrees to reimburse Frontier for costs incurred by Frontier related thereto.
- j. Frontier will manage the Frontier Network in Frontier's sole discretion, and reserves the right to substitute, change rearrange any equipment or facilities used in delivering Services or provisioning the Equipment. Frontier will endeavor to provide reasonable notice prior to any scheduled maintenance, planned enhancements or upgrades, which may result in a degradation or disruption in Service. Frontier reserves the right to suspend Service for emergency maintenance to Frontier's Network without notice to Customer. Customer shall designate a primary contact for receipt of such notice.
- k. Customer represents and warrants that its use of the Service and Equipment will comply and conform with all applicable federal, state and local laws, administrative and regulatory requirements and any other authorities having jurisdiction over the subject matter of this FSA and Customer will be responsible for applying for, obtaining and maintaining all registrations and certifications which may be required by such authorities with respect to such use.
- l. Except as expressly identified in a Schedule, Customer and its employees shall be the only permitted end-user of the Services and leased



Equipment. Customer shall not resell or bundle the Services or leased Equipment, nor permit any third party to access the Services or leased Equipment in exchange for compensation of any kind.

2. Term

The term of this FSA will commence as of the date identified in the introductory paragraph above or the date the FSA is executed by both Parties whichever is later (the "Effective Date") and will continue through the Service Term with respect to any Service or Equipment provided pursuant to this FSA. Customer will purchase the Services, or lease Equipment, identified in each Schedule for the period of time stated in the Schedule (the "Service Term"). Unless otherwise stated in the Schedule, the Service Term and billing for the Service, will begin upon the earlier of (i) Customer's use of the applicable Service(s) or Equipment or (ii) five (5) days following Frontier's installation of such Service(s) or Equipment, and such date is deemed the commencement of the applicable Service Term. If neither party provides the other with written notice of its intent to terminate a Service at least sixty (60) days prior to expiration, the Service Term of each Service will automatically renew on a month-to-month basis at Frontier's then current month-to-month rates subject to the terms and conditions of this FSA. If the parties agree to negotiated renewal terms, such terms will not be effective unless and until documented in writing and executed by both parties.

3. Payment

- a. Customer shall pay all charges set forth in the Schedules and in applicable tariffs during the Service Term. Frontier will invoice Customer any non-recurring charges ("NRC"), monthly recurring charges ("MRC"), and usage based charges.
- b. In addition to the applicable charges set forth in the tariffs and Schedules, Customer shall pay all applicable federal, state or local sales, use, privilege, gross receipts, utility, value added, excise or other taxes (excluding taxes based on Frontier's net income), or any charges in lieu thereof, and any applicable surcharges or fees, whether government mandated or Frontier initiated including but not limited to Primary Interexchange Carrier Charge, Federal Pre-Subscribed Line Charge, Carrier Cost Recovery Surcharge, E-911, and Universal Service and Local Number Portability, in the amounts applicable at the time of billing. Customer shall also be responsible for third party charges and penalties incurred as a result of Customer's use of the Services or Equipment and/or unauthorized or fraudulent use thereof due to Customer's conduct.
- c. All payments shall be due within thirty (30) days of the invoice date and, in addition to and not in lieu of any other remedies Frontier may have hereunder or under the law as a result of Customer's failure to pay, late payments shall be subject to a late payment fee of the lesser of one and one-half percent (1.5%) per month or the maximum allowed by law. In the event Customer disputes any invoiced amount, Customer will pay all charges not disputed, and notify Frontier of the dispute in writing, providing an explanation of the basis for the dispute. If Frontier does not receive notice of a payment dispute by Customer within ninety (90) calendar days after the date of an invoice, such invoice will be final and not subject to further challenge. For the purpose of computing partial month charges, a month will consist of thirty (30) calendar days. Frontier reserves the right to immediately suspend or terminate any or all Services or the installation or lease of any or all Equipment if Customer is overdue more than thirty (30) days for payments that have not been disputed in good faith.

4. Cancellation and Early Termination Charges

- a. If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment, Customer shall pay a cancellation charge equal to the NRC and one (1) month of MRC for the Service, plus the total costs and expenditures of Frontier in connection with establishing the Service prior to Frontier's receipt of notice of cancellation.
- b. Following installation, Customer may terminate a Service or Equipment by providing at least thirty (30) days prior written notice to Frontier. All unpaid amounts shall be due upon termination of any Service identified in a Schedule for any reason. In addition, and unless otherwise specifically provided in the applicable Schedule, if any Service or Equipment is terminated by Customer for any reason other than breach by Frontier or by Frontier due to Customer's breach, then Customer shall pay Frontier a termination charge equal to the applicable MRC and all related taxes and surcharges multiplied by the number of months remaining in the Service Term. Partial months shall be prorated.
- c. Customer agrees that Frontier's damages in the event of early termination will be difficult or impossible to ascertain, and that the charges identified in this Section are intended, therefore, to establish liquidated damages in the event of termination and are not intended as a penalty.
- d. Early Termination for Non-Appropriation. Customer is a public entity subject to legislative appropriation requirements. As a general matter, Customer cannot legally be obligated to make payments for Services that are provided after the end of the fiscal period in which Customer executes a particular Service Order. In the event that, for any future fiscal period, sufficient funds are not appropriated or allocated for payment of any one or more Service Orders, Customer may terminate the Service Order at issue as a matter of public convenience as provided herein without incurring a Termination Charge or any other early termination fee. If and when Customer becomes aware that non-allocation of funds for the coming fiscal period appears likely, Customer shall use reasonable efforts to notify Frontier of that possibility prior to the end of the then-current fiscal period. Once the non-appropriation decision has been made, Customer shall, as soon as reasonably practicable, deliver written notice of termination for non-appropriation to Frontier specifying which Service or Services and/or which Schedule or Schedules are being terminated for non-appropriation and the date on which such early termination shall occur. Customer shall remain obligated to pay for all Services delivered through the date of termination. Customer intends to continue this FSA for its entire Term and to satisfy its obligations hereunder. During Term: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this FSA; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations (c) Customer agrees it will not use non-appropriations as a means of terminating this FSA in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation limitation, appropriation termination, or non-continuance of grant to continue payments under this FSA and has no other funding source lawfully available to it for such purpose (as evidenced by documents provided by Customer and agreed to by Frontier), Customer may terminate this FSA by giving Frontier not less than thirty (30) days prior written notice. Upon termination, to the extent of lawfully available funds, Customer shall remit all amounts due and all costs reasonably incurred by Frontier through date of termination.



5. Limitation of Liability and Warranty Provisions

- a. The liability of Frontier and its affiliates related to this FSA or the Service or Equipment provided under this FSA, shall in no event (a) exceed the limitations of liability set forth in the applicable tariffs, or regulatory rule or order, or (b) if there is no applicable tariff, regulatory rule or order, the total amount paid for the applicable Service or Equipment during the prior 12 months. In cases of an Outage, Frontier's liability shall be limited to 1/720 of the MRC for each hour after Frontier is notified of the Outage. An "Outage" is an interruption in Service or use of the Equipment caused by a failure of Frontier's Network, excluding degradation or disruption due to planned or emergency maintenance or an event outside Frontier's direct control. Notwithstanding the above, Frontier will not be liable to Customer for interruptions in Services or Equipment caused by failure of hardware or software, failure of communications services, power outages, or other interruptions not within the complete control of Frontier. In addition, there will be no credits, reductions or set-offs against charges for Services or Equipment, or for interruptions of Services or Equipment, except as expressly set forth herein. This limitation of liability does not apply to any damages caused by Frontier's gross negligence in the performance of this FSA.
- b. IN NO EVENT WILL FRONTIER OR ITS AFFILIATES BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, OR FOR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. FRONTIER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS, LOSS OF USE, COST, CLAIM OR EXPENSE EXPERIENCED OR INCURRED BY CUSTOMER OR THIRD PARTIES RESULTING FROM THE USE OF THE SERVICES OR EQUIPMENT PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO DAMAGE, LOSS OR LOSS OF USE OF CUSTOMER DATA OR FRAUD BY THIRD PARTIES. THIS LIMITATION OF LIABILITY DOES NOT APPLY TO ANY DAMAGES CAUSED BY FRONTIER'S GROSS NEGLIGENCE IN THE PERFORMANCE OF THIS FSA.
- c. Frontier warrants that Frontier's Network will be maintained in good working order. If any Service does not function substantially in accordance with applicable Service specifications as a result of Frontier's failure to maintain Frontier's Network (excluding degradation related to the acts or omissions of Customer or anyone using the Services, a force majeure event, or scheduled maintenance), Frontier's sole obligation is to repair the affected Service at Frontier's expense. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO FRONTIER'S NETWORK, SERVICES OR EQUIPMENT PROVIDED PURSUANT TO THESE TERMS INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION. FRONTIER DOES NOT WARRANT THAT THE SERVICES OR EQUIPMENT OR ACCESS OR OPERATION OF THE SERVICES OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.
- d. This FSA 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. Customer agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of Frontier's Services and/or the Equipment provided under this FSA will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right.
- e. Customer agrees that the Services and Equipment, and Frontier's performance 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.
- f. No action, regardless of form, arising out of this FSA or the Schedules may be brought more than two (2) years after the cause of action has arisen or charges have been billed whichever is earlier. The parties hereby waive the right to invoke any different limitation on the bringing of actions provided under applicable law.

6. Indemnification

- A. Customer shall indemnify, defend and hold Frontier and its affiliates, and their respective directors, officers, employees, successors, assigns and agents, harmless from and against any and all claims, loss, damage, cost or expense (including reasonable attorneys' fees) to the extent arising out or relating to any claim, action or proceeding brought by any third party based upon: (i) Customer's material breach of this FSA; (ii) Customer's gross negligence or willful misconduct in the performance of its obligations under this FSA; (iii) use of the Equipment or Services, including but not limited to the content of communications transmitted thereby; (iv) any infringement of intellectual property or misappropriation of any patent, copyright, trademark, trade secret or other proprietary right arising from Customer's or any other person's use of the Equipment or Services, any combination of the Equipment or Services with other products or services not provided by Frontier, or any modification of the Equipment or Services by anyone other than Frontier; (v) any bodily injury (including illness or death) or property damage caused by Customer or anyone within its control. The obligations under this Section 6 are independent of any other obligation under this FSA.
- B. Frontier shall indemnify, defend and hold Customer and its affiliates, and their respective directors, officers, employees, successors, assigns and agents, harmless from and against any and all claims, loss, damage, cost or expense (including reasonable attorneys' fees) to the extent arising out or relating to any claim, action or proceeding brought by any third party arising out of Frontier's negligence in the performance of this FSA.

7. Confidentiality

- a. Both parties agree that, except as otherwise required by applicable law, all terms and conditions set forth in this FSA shall be considered confidential, and that details of the terms of this FSA, shall not be disclosed to third parties, other than affiliates, employees, agents or contractors who have a need to know such information in the scope of their employment or engagement, without the prior written consent of the other party, unless required by law.
- b. Customer and Frontier may disclose to each other information that is confidential in nature. In order to receive confidential treatment, all such information (hereafter "Information") shall be either (i) clearly marked as confidential if written, or clearly identified as confidential if oral or (ii) reasonably understood by the recipient, based on the nature of the Information or the circumstances of disclosure, to be confidential or proprietary to the discloser. Except as required by law or regulation or this FSA, Customer and Frontier agree not to disclose any Information to any third party



and to keep Information in a secure place available only to employees, affiliates, contractors or agents who are subject to obligations of confidentiality no less restrictive than those set forth herein, and who need to know the Information for purposes of the business dealing between Customer and Frontier, and to use Information only in connection with such business dealings. This Section is enforceable by injunction.

- c. Information will lose its confidential status if obtained legitimately from a third party without restriction or upon the expiration of five (5) years from delivery of each item of Information. Information shall remain the property of the disclosing party and shall be returned to such party on request or upon termination of the business dealing between Customer and Frontier.
- d. California Public Records Act. Notwithstanding anything to the contrary contained elsewhere in this Section 7, the Parties understand and acknowledge that Customer is a governmental entity, and that California law limits the ability of Customer to shield from public disclosure any information given to Customer. Accordingly, the Parties agree to work together to avoid disclosures to Customer by Frontier of confidential information which would result in economic loss or damage to Frontier if such information were to be disclosed to third persons by Customer pursuant to a request submitted under the California Public Records Act, California Government Code § 7920.000, et seq., or other similar public disclosure law. In the event that Customer receives a request pursuant to the Public Records Act (or other similar law) to disclose information identified by Frontier in writing as confidential, Customer's sole obligations to Frontier shall be to promptly notify Frontier. Customer may, but shall not be required, to join in any legal proceedings relating to the requested disclosure unless required to do so by the court. In the event that Frontier initiates legal proceedings, or Customer initiates legal proceedings or withholds requested records at Frontier's request, Frontier shall indemnify and hold Customer harmless from and against all costs, attorneys' fees, expenses, liabilities, damages or other liabilities Customer may incur due to the legal proceedings initiated at and/or Customer's withholding of records at Frontier's request. Customer shall not be liable to Frontier for any loss, cost or expense relating to the disclosure of requested records if Frontier fails to obtain legal protection against disclosure and Customer releases the records in good faith.

8. Breach

- a. Breach by Customer: If Customer fails to make any payment when due and such failure continues for five (5) days after notice, or Customer fails to comply with any other term or condition of this FSA or any Schedule and such failure continues for thirty (30) days after notice, then Frontier may either suspend the applicable Schedule (or any portion thereof) until the breach is remedied, terminate the applicable Schedule (or any portion thereof), or terminate this FSA and all Schedules. Notwithstanding the foregoing, Frontier may immediately suspend Services and, after giving notice to Customer with an opportunity to respond appropriate to the circumstances and Customer's failure to respond, Frontier may terminate any or all Services, retrieve Frontier Network elements from the service location and Equipment for which title has not transferred to Customer, in the following circumstances: (i) in the event of unauthorized, unlawful or improper use or abuse of the Frontier Network or Service; (ii) if, in the reasonable judgment of Frontier, Customer's use of the Frontier Network or Service has or will damage or have an adverse effect on Frontier's Network, its personnel property or service; (iii) such action is necessary to meet the exigencies of an emergency; or (iv) a court or other governmental authority having jurisdiction issues an order prohibiting Frontier from furnishing the Equipment or Services to Customer.
- b. Breach by Frontier: If Frontier has not remedied any breach within thirty (30) days after Frontier's receipt of written notice from Customer of such breach (providing reasonable detail), Customer may terminate the Service which is the subject of such breach. This is Customer's exclusive remedy for a breach by Frontier.

9. Force Majeure

In no event will Frontier or its affiliates be liable for any delay in performance directly or indirectly caused by events beyond their control, including, but not limited to: acts or omissions of Customer, its agents, employees or contractors; acts of God; acts of the public enemy; acts of the United States, a state or other political subdivision; fire, floods or other natural disasters; accidents; wars; terrorism; cyber security events; labor disputes or shortages; and inability to obtain material, power, equipment or transportation.

10. Assignment

This FSA may not be assigned by either party without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed, except that Frontier may assign this FSA to any successor to the business of Frontier by merger, consolidation or sale of assets or to any corporation controlling, controlled by or under common control with Frontier. Frontier may subcontract portions of the work to be performed hereunder to provision the Services or Equipment.

11. Work Site Conditions

- a. If asbestos, or material containing asbestos, or any other hazardous or toxic materials are discovered during work pursuant to this FSA, Frontier will suspend its work for a reasonable period of time to permit Customer to engage a qualified firm to remove and dispose of the asbestos or other toxic or hazardous materials from the site. Such suspension may result in an equitable adjustment to the charges identified in the related Schedule, based on any increase in costs incurred by Frontier.
- b. Customer agrees to release, indemnify, defend and hold harmless Frontier from and against any damages, losses, claims, demands or lawsuits arising out of or relating to the presence, removal or disposal of asbestos or any other hazardous or toxic material from the Customer's premises or location where Services or Equipment will be installed.

12. Title and Risk of Loss

- a. Risk of loss or damage for Frontier Network elements installed at a Customer designated service location shall pass to Customer at time of delivery to Customer.
- b. Any Frontier Network elements or Equipment installed at Customer's premises or location where Services or Equipment will be installed (which is leased or for which title has not transferred to Customer) remain the personal property of Frontier or Frontier's assignee, notwithstanding that it may be or become attached to or embedded in realty, and upon termination of this FSA or any Schedule (in whole or in part), all Frontier property



shall be returned to Frontier in the same condition as installed, normal wear and tear excepted. Customer will not tamper with, remove or conceal any Frontier identifying plates, tags or labels. In the event Frontier property is not returned to Frontier in accordance with this Section, Customer will be billed for and pay to Frontier an amount equal to the retail value of the Frontier property, except to the extent such failure is caused by the negligence or willful misconduct of Frontier or its agents.

13. Competition

Customer recognizes the availability of competitive alternatives for receiving the Services and Equipment provided under this FSA, and has freely elected to enter into this FSA in order to receive the benefits it offers.

14. Government Regulation

To the extent that any Service(s) provided hereunder are subject to the jurisdiction of the Federal Communications Commission ("FCC") or any state public utilities commission or other regulatory agency, this FSA shall at all times be subject to changes, modifications, orders and rulings by the FCC and/or state public utilities commission or other regulatory agency. Frontier reserves the right to suspend, modify or terminate any Service without liability where any statute, regulation and/or ruling, including modifications thereto, by any regulatory agency (including the FCC), legislative body or court of competent jurisdiction, (i) prohibits, restricts or otherwise prevents Frontier from furnishing such Service, or (ii) has a material negative impact on Frontier's performance hereunder or the benefits provided by this FSA. If provision of any Service pursuant to this FSA is subject to advance approval of the FCC and/or any state public utilities commission, this FSA shall not become effective with respect to such Service until after receipt by Frontier of written notice of such approval.

15. Governing Law

This FSA shall be governed by and construed according to the laws of the State in which Services or Equipment are being provided hereunder without regard to its conflicts of laws provisions. Any related litigation may be brought in any State or Federal courts of competent jurisdiction within such State. Customer and Frontier consent to personal jurisdiction in such courts.

16. No Waiver

If either party fails, at any time, to enforce any right or remedy available to it under this FSA, that failure shall not be construed to be a waiver of the right or remedy with respect to any other breach or failure by the other party.

17. Severability

A declaration by any court, or other binding legal source, that any provision of this FSA or any Schedule is illegal and void, will not affect the legality and enforceability of any other provisions of this FSA, unless the provisions are mutually dependent.

18. Notice

All notices provided pursuant to this FSA will be in writing and delivered by registered or certified US Mail, postage prepaid, or by commercial overnight delivery service, or by facsimile, or by regular mail and shall be deemed delivered either on the date of return receipt acknowledgment (in the case of certified US Mail), or on the next day after the sending of the notice if sent overnight mail, or three (3) days after mailing if by regular mail to the address of the party designated to receive such notice.

With a Copy to:

County of Santa Barbara
Department of General Services
460 N. San Antonio Road
Santa Barbara CA 93110
Attn: Chief Procurement Officer

19. Independent Relationship

Each party understands and agrees that it and its personnel are not employees of the other party, and that each party is an independent contractor hereunder for all purposes and at all times.

20. Dispute Resolution

Except as otherwise specifically provided in or permitted by this FSA, all disputes arising in connection with this FSA shall first be resolved through good faith negotiation. If, after negotiating in good faith for a period of ninety (90) calendar days or any agreed further period, the parties are unable to resolve the dispute, then each party may seek resolution by exercising any rights or remedies available at law or in equity. Customer and Frontier agree that each may only bring claims against the other in an individual capacity and not as a plaintiff or class member in any purported class, representative, or private attorney general proceeding.

21. Authorization and Entire Agreement

Each party represents that the person executing this FSA is authorized to enter into this FSA on its behalf. This FSA and any Schedules executed by the parties constitute the entire agreement between the parties pertaining to the subject matter herein and supersedes all prior oral and written proposals, correspondence and memoranda with respect thereto. This FSA may not be modified, amended or supplemented except by written agreement signed by an authorized representative of each party. Notwithstanding anything otherwise stated, a Customer purchase order document (whether signed by one or both parties) shall be construed solely as evidence of Customer's internal business processes, and the terms and conditions contained thereon shall be void and of no effect or application toward this FSA.

22. No Publicity or Endorsement



Frontier shall not use Customer's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Frontier shall not use Customer's name or logo in any manner that would give the appearance that the Customer is endorsing Frontier. Frontier shall not in any way contract on behalf of or in the name of Customer. Frontier shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Customer or its projects, without obtaining the prior written approval of Customer.

23. Records, Audit, and Review

Frontier shall keep such business records pursuant to this FSA as would be kept by a reasonably prudent practitioner of Frontier's profession and shall maintain such records for at least four (4) years following the expiration or termination of this FSA. All accounting records shall be kept in accordance with generally accepted accounting principles. Customer shall have the right to audit and review all such documents and records at any time during Frontier's regular business hours or upon reasonable notice. In addition, if this FSA exceeds ten thousand dollars (\$10,000.00), Frontier shall be subject to the examination and audit of the California State Auditor, at the request of the Customer or as part of any audit of the Customer, for a period of three (3) years after final payment under this FSA (Cal. Govt. Code Section 8546.7). Frontier shall participate in any audits and reviews, whether by Customer or federal or state governments or their designees, at no charge to the auditing and reviewing entity. If federal, state, or county audit exceptions are made relating to this FSA, Frontier shall reimburse the amount of the audit exceptions and all costs incurred by federal, state, and/or county governments associated with defending against the audit exceptions or performing any audits or follow-up audits including, but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments, and all other costs of whatever nature. Immediately upon notification from Customer, Frontier shall reimburse the amount of the audit exceptions and any other related costs directly to Customer as specified by Customer in the notification. This Records, Audit, and Review provision shall survive expiration or termination of this FSA. The foregoing provisions shall be limited to services provided by Frontier to the County of Santa Barbara.

24. Non-Discrimination

Customer hereby notifies Frontier that Customer's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this FSA and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Frontier agrees to comply with said ordinance.

25. Exhibits to this Agreement The following Exhibits, which are attached to this FSA, are incorporated herein and by this reference made part of this FSA.

- a. Exhibit C – Insurance Requirements
- b. Exhibit D – CERTIFICATION REGARDING LOBBYING
 - i. Attachment 1 (to Exhibit D) – Certification Regarding Lobbying
 - ii. Attachment 2 (to Exhibit D) – Certification Regarding Lobbying Form
- c. Exhibit E – County of Santa Barbara REQUIRED FEDERAL TERMS
- d. Exhibit F – Prevailing Wage Provisions

[Signatures appear on the following page]

**Agreement for Services of Independent Contractor
Between the County of Santa Barbara and Frontier Communications of America, Inc.**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on August 26, 2025.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

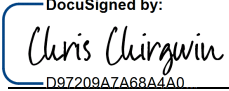
By: _____
Deputy Clerk

By: _____
Laura Capps
Chair, Board of Supervisors

Date: _____


RECOMMENDED FOR APPROVAL:

Chris Chirgwin
Information Technology

By: 
D97209A7A68A4A0
Department Head

CONTRACTOR:

Frontier Communications of America,
Inc

By: 
Tony Ku (August 14, 2025 17:08:31 PDT)
Authorized Representative
Name: Tony Ku
Title: Director of Enterprise Sales

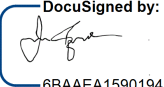
RECOMMENDED FOR APPROVAL:

Kirk Lagerquist
General Services

By: 
19AEDA90054F4CF
Department Head

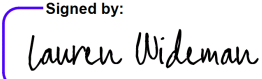
**APPROVED AS TO ACCOUNTING
FORM:**

Betsy M. Schaffer, CPA
Auditor-Controller

By: 
6BAAFA15901943F
Deputy

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: 
8E464D822C84458

APPROVED AS TO FORM:

Risk Management

By: 
05E555E00269466

EXHIBIT C

Insurance Requirements

FRONTIER shall procure and maintain for the duration of this FSA insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by FRONTIER, its agents, representatives, employees or subcontractors.

A. Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits of \$1,000,000 per occurrence and \$4,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if FRONTIER has no owned autos, Code 8 (hired) and 9 (non-owned), with limits of \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of \$1,000,000 per accident for bodily injury or disease. **(Not required if FRONTIER provides written verification that it has no employees)**
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to FRONTIER'S profession, with limits of \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Cyber Liability Insurance:** Cyber Liability Insurance, with limits of \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall include claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – CUSTOMER, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of FRONTIER. Coverage for the additional insureds can be provided in the form of an endorsement to FRONTIER'S CGL insurance policy at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.
2. **Primary Coverage** – For any claims related to this FSA, FRONTIER's insurance coverage shall be primary insurance as respects the CUSTOMER, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CUSTOMER, its officers, officials, employees, agents or volunteers shall be excess of the FRONTIER'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – FRONTIER or its insurance carriers shall provide thirty (30) days' prior written notice to CUSTOMER of cancellation of any of the required insurance policies.
4. **Waiver of Subrogation Rights** – FRONTIER hereby grants to CUSTOMER a waiver of any right to subrogation which any insurer of FRONTIER may acquire against the CUSTOMER by virtue of the payment of any loss under such insurance. FRONTIER agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the CUSTOMER has received a waiver of subrogation endorsement from the insurer.
5. **Reserved.**
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – FRONTIER shall furnish CUSTOMER with proof of insurance in the form of original certificates of insurance and amendatory endorsements as required by this FSA. The certificates of insurance and endorsements are to be received and approved by CUSTOMER before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive FRONTIER'S obligation to provide them. FRONTIER shall furnish evidence of renewal of coverage throughout the term of the FSA.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this FSA does not comply with the requirements, is not procured, or is canceled and not replaced, CUSTOMER has the right but not the obligation or duty to terminate the FSA. Maintenance of required insurance coverage is a material element of the FSA and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by CUSTOMER as a material breach of contract.
9. **Subcontractors** – FRONTIER shall require and verify that all subcontractors maintain insurance that is appropriate for the type and level of services being provided.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for three (3) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, FRONTIER must purchase "extended reporting" coverage for three (3) years after completion of contract work.
11. **Special Risks or Circumstances** – CUSTOMER reserves the right, and upon mutual agreement with FRONTIER, to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this FSA. FRONTIER agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of CUSTOMER to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of CUSTOMER.

EXHIBIT D

LOBBYING CERTIFICATIONS

Attachment 1
State of California
Department of Health Care Services

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Frontier Communications

Tony Ku

Name of Contractor

Printed Name of Person Signing for Contractor

Contract / Grant Number

08/14/2025

Signature of Person Signing for Contractor

Director of Enterprise Sales

Date

Title

After execution by or on behalf of Contractor, please return to:

County of Santa Barbara, Department of General Services
Procurement Services Division
Attn: Chief Procurement Officer
460 N. San Antonio Rd.
Santa Barbara, CA 93110

County reserves the right to notify the contractor in writing of an alternate submission address.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the Individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

COUNTY OF SANTA BARBARA
EXHIBIT E
REQUIRED FEDERAL TERMS

A. Debarment and Suspension.

1. Frontier certifies to Customer that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. Frontier certifies that it shall not contract with a subcontractor that is so debarred or suspended.
2. This certification is a material representation of fact relied upon by Customer. If it is later determined that Frontier did not comply with 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 376, in addition to the remedies available to the California Department of Health Care Services and Customer, the Federal Government may pursue available remedies including, but not limited to, suspension and/or debarment.
3. This FSA is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 376. As such Frontier is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
4. Frontier must comply with 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 376, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

B. Conflict of Interest. Frontier covenants that Frontier presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this FSA. Frontier further covenants that in the performance of this FSA, no person having any such interest shall be employed by Frontier. Frontier must promptly disclose to Customer, in writing, any potential conflict of interest. Customer retains the right to waive a conflict of interest disclosed by Frontier if Customer determines it to be immaterial, and such waiver is only effective if provided by Customer to Frontier in writing. Frontier acknowledges that state laws on conflict of interest apply to this FSA including, but not limited to, the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.), Public Contract Code Section 10365.5, and Government Code Section 1090.

C. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Frontier shall comply with the requirements of 2 C.F.R. Parts 200 and 300 and 45 C.F.R. Part 75, which are hereby incorporated by reference in this FSA.

D. Mandatory Disclosure.

1. Prohibited Affiliations.

i. Frontier shall not knowingly have any prohibited type of relationship with the following:

1. An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549. (42 C.F.R. § 438.610(a)(1).)
2. An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 C.F.R. Section 2.101, of a person described in this section. (42 C.F.R. § 438.610(a)(2).)

ii. Frontier shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) pursuant to 42 U.S.C. sections 1320a-7, 1320a-7a, 1320c-5, and 1395u(j)(2). (42 C.F.R. §§ 438.214(d)(1), 438.610(b)).

iii. Frontier shall not have the types of relationships prohibited by Subsection A (Prohibited Affiliations) of this Section L (Mandatory Disclosure) with an excluded, debarred, or suspended individual, provider, or entity as follows:

1. A director, officer, agent, managing employee, or partner of Frontier. (42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1).)
2. A subcontractor of Frontier, as governed by 42 C.F.R. § 438.230. (42 C.F.R. § 438.610(c)(2).)
3. A person with beneficial ownership of five (5) percent or more of Frontier 's equity. (42 C.F.R. § 438.610(c)(3).)
4. An individual convicted of crimes described in Section 1128(b)(8)(B) of the Social Security Act. (42 C.F.R. § 438.808(b)(2).)
5. A network Frontier or person with an employment, consulting, or other arrangement with Frontier for the provision of items and services that are significant and material to Frontier 's obligations under this FSA. (42 C.F.R. § 438.610(c)(4).)

iv. Frontier shall not employ or contract with, directly or indirectly, such individuals or entities for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services (or the establishment of policies or provision of operational support for such services). (42 C.F.R. § 438.808(b)(3).)

2. Written Disclosures.

- i. Written Notice of Prohibited Affiliations. Frontier shall provide to Customer written disclosure of any prohibited affiliation identified by Frontier or its subcontractors. (42 C.F.R. § 438.608(c)(1).)
- ii. Ownership or Controlling Interests. Pursuant to 42 C.F.R. § 455.104, Medicaid providers, other than an individual practitioner or group of practitioners; fiscal agents; and managed care entities ("Disclosing Entities") must disclose certain information related to persons who have an "ownership or control interest" in the Disclosing Entity, as defined in 42 C.F.R. § 455.101. (For the purposes of this section "person with an ownership or control interest" means a person or corporation that – a. Has an ownership interest totaling five percent or more in a Disclosing Entity; b. Has an indirect ownership interest equal to five percent or more in a Disclosing Entity; c. Has a combination of direct and indirect ownership interests equal to five percent or more in a Disclosing Entity; d. Owns an interest of five percent or more in any mortgage, deed of trust, note, or other obligation secured by the Disclosing Entity if that interest equals at least five percent of the value of the property or assets of the Disclosing Entity.) The disclosure must include the following information:
 1. The name, address, date of birth, and Social Security Number of any managing employee, as that term is defined in 42 C.F.R. § 455.101. For purposes of this disclosure, Frontier may use the business address for any member of its Board of Directors.
 2. The name and address of any person (individual or corporation) with an ownership or control interest in the Disclosing Entity. The address for corporate entities must include, as applicable, primary business address, every business location, and P.O. Box address.
 3. Date of birth and Social Security Number (in the case of an individual).
 4. Other tax identification number (in the case of a corporation) with an ownership or control interest in the Disclosing Entity (or fiscal agent or managed care entity) or in any subcontractor in which the Disclosing Entity (or fiscal agent or managed care entity) has a five percent or more interest.
 5. Whether the person (individual or corporation) with an ownership or control interest in the Disclosing Entity (or fiscal agent or managed care entity) is related to another person with ownership or control interest in the Disclosing Entity as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Disclosing Entity has a five percent or more interest is related to another person with ownership or control interest in the Disclosing Entity as a spouse, parent, child, or sibling.
 6. The name of any other Disclosing Entity in which an owner of the Disclosing Entity has an ownership or control interest.
 7. Is an officer or director of a Disclosing Entity that is organized as a corporation.
 8. Is a partner in a Disclosing Entity that is organized as a partnership.
- iii. Timing for Disclosure of Ownership and Controlling Interests. Frontier shall complete a Disclosure of Ownership or Controlling Interest form provided by Customer upon submitting a provider application; before entering into or renewing its contract; annually, upon request during the re-validation of enrollment process under 42 C.F.R. Section 455.104; within 35 days after any change of ownership; or upon any person newly obtaining an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by Provider, and that interest equals at least 5% of Frontier's property or assets.
- iv. Business Transactions. (42 C.F.R. § 455.105).
 1. Frontier agrees to furnish to Customer or the Secretary of Department of Health Care Services (DHCS), on request, information related to business transactions. Frontier shall submit, within 35 days of the date on a request by Customer or the Secretary of DHCS full and complete information about:
 - a. The ownership of any subcontractor with whom the provider has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
 - b. Any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor, during the 5-year period ending on the date of the request.
- v. Crimes.
 1. Violations of Criminal Law. Frontier must promptly disclose whenever, in connection with this FSA (including any activities or subcontracts thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. §§ 3729–3733). The disclosure must be made in writing to Customer, Health and Human Services Office of Inspector General, and DHCS. Frontier is also required to report matters related to County, State, or Federal agency's integrity and performance in accordance with Appendix XII of 2 C.F.R. Part 200. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.339 Remedies for noncompliance. (See also 2 C.F.R. part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)
 2. Persons Convicted of Crimes Related to Federal Health Care Programs. Frontier shall submit the following disclosures to Customer regarding its owners, persons with controlling interest, agents, and managing employee's criminal convictions prior to entering into this FSA and at any time upon Customer's request:

- a. The identity of any person who is a managing employee of Frontier who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)
 - b. The identity of any person who is an agent of Frontier who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 C.F.R. Section 455.101.
 3. Timing for Disclosures of Crimes. The Frontier shall supply disclosures regarding crimes before entering into the contract and at any time upon the Customer or DHCS' request.
3. Lobbying. Frontier shall complete a Certification Regarding Lobbying as set forth in Exhibit D, Attachment 1, and, if applicable, a Lobbying Restrictions and Disclosure Certification as set forth in Exhibit D, Attachment 2, of this FSA, which are hereby incorporated by reference in this FSA.
 - i. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - ii. Frontier also agrees by signing this FSA that Frontier shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.
 - iii. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
4. Remedies.
 - i. Denial of Federal Financial Participation (FFP) for Failure to Provide Timely Disclosures.
 1. FFP is not available in expenditures for services furnished by providers who fail to comply with a request made by the Customer or Secretary of DHCS under this section Mandatory Disclosures, or under 42 C.F.R. § 420.205 (Medicare requirements for disclosure).
 2. FFP will be denied in expenditures for services furnished during the period beginning on the day following the date the information was due to the Customer or the Secretary of DHCS and ending on the day before the date on which the information was supplied.
 3. A provider shall be required to reimburse those Medi-Cal funds received during any period for which material information was not reported, or reported falsely, to the Customer or DHCS (Welf. & Inst. Code § 14043.3).
 - ii. Other Remedies. Customer or DHCS may pursue any remedies provided by law, including but not limited to, the right to withhold payments, disallow costs, or issue a CAP, pursuant to Cal. Health and Safety Code, Section 11817.8(h) for Frontier's failure to provide required disclosures.

E. Procurement of Recovered Materials.

1. Frontier shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. § 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
2. Frontier should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

F. Domestic Preferences for Procurements. Frontier should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontractor agreements. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction materials composed, in whole or in part, of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

G. CLEAN AIR ACT

1. Frontier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. Frontier agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the Customer, Federal Agency which provided funds in support of this FSA, and the appropriate Environmental Protection Agency Regional Office.
3. Frontier agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

H. FEDERAL WATER POLLUTION CONTROL ACT

1. Frontier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
2. Frontier agrees to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the Customer, Federal Agency which provided funds in support of this FSA, and the appropriate Environmental Protection Agency Regional Office.
3. Frontier agrees to include these requirements in each subcontract exceeding \$150,000 financed, in whole or in part, with Federal assistance.

I. Prohibitions on Certain Telecommunications and Video Surveillance Services or Equipment

1. Frontier is prohibited from obligating or expending loan or grant funds to:
 - i. Procure or obtain covered telecommunications equipment or services;
 - ii. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
 - iii. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
2. As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:
 - i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
3. For the purposes of this section, "covered telecommunications equipment or services" also includes systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
4. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
5. FRONTIER certifies that it will comply with the prohibition on covered telecommunications equipment and services in this section. FRONTIER is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting grant funding and those provided upon submitting payment requests and financial reports.
6. See Public Law 115-232, section 889 for additional information and 2 C.F.R. § 200.471.

Exhibit F

Prevailing Wage Provisions

A. State Prevailing Wage.

Frontier shall comply with the California Labor Code, including but not limited to the payment of prevailing wage when required. The general prevailing wage rates determined by the California Director of Industrial Relations, for the county or counties in which the work is to be done, are on file at the County of Santa Barbara Department of General Services 460 N. San Antonio Road Santa Barbara, CA 93110. Copies of these general prevailing wage rates shall be made available to any interested party on request. Changes, if any to the general prevailing wage rates will be available at the same location. The prevailing wage rates are also available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov/dlsr/pwd>.

B. Federal Prevailing Wage and Anti-Kickback.

For all prime construction contracts in excess of \$2,000 awarded by Customer, Frontier shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Prevailing wage protections apply to laborers and mechanics employed on Customer-assisted construction, alteration, or repair projects. Frontier will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by Department of Labor regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction." In accordance with the statute, Frontier shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Frontier agrees to pay wages not less than once a week. Frontier shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." Frontier is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

C. Contract Work Hours and Safety Standards.

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, Frontier shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, Frontier shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, Frontier and any subcontractor responsible therefore shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, Frontier and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

Customer shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Frontier or subcontractor under any such contract or any other Federal contract with Frontier, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Frontier, such sums as may be determined to be necessary to satisfy any liabilities of Frontier or subcontractor for unpaid wages and liquidated damages as provided in this section.

Frontier or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Frontier shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this FSA.

Schedules to Frontier Services Agreement



Business Local & LD Schedule

Frontier Confidential

This is Schedule Number **S-0000443862** to the Frontier Services Agreement dated **August 26th, 2025 ("FSA")** by and between **County of Santa Barbara** ("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.

Service Location:

Street Address: **4408 Cathedral Oaks Rd**
 City, State, Zip: **Santa Barbara, CA 93110**

Schedule Date: **August 26, 2025**
 Service Term: **24 Month**

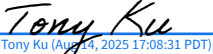
Local Service	Quantity	NRC	MRC
Business Lines		\$	\$
Centrex		\$	\$
DIDs		\$	\$
ISDN PRI	1	\$0.00	\$1,262.50
ISDN BRI		\$	\$
Digital Channel Service (DCS)		\$	\$
Local Measured Service (LMS) Plan		\$	\$
Foreign Exchange Service (FXS)		\$	\$
PBX Trunks – Analog		\$	\$
Features:		\$	\$
Other Local Service:		\$	\$
Long Distance Service	Quantity	Rate	MRC
One Plus - Intrastate		\$	\$
One Plus - Interstate		\$	\$
Toll Free - Intrastate		\$	\$
Toll Free - Interstate		\$	\$
IntraLATA		\$	\$
International		\$	\$
Dedicated - OnePlus		\$	\$
Dedicated – Toll Free		\$	\$
EAS/EMS		\$	\$
Audio Conferencing		\$	\$
Web Conferencing		\$	\$
Other LD Service:		\$	\$
Domestic Block Of Time Plans:	Minutes / MRC / Overage Rate		
1+ outbound for T1 / PRI / Centrex / B1s	Select		
Toll Free for T1 / PRI / Centrex / B1s	Select		

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.

SIGNATURE PAGE TO FOLLOW



Business Local & LD Schedule
Frontier Confidential

Frontier Communications of America, Inc.	County of Santa Barbara
Frontier's Signature:  <small>Tony Ku (Aug 14, 2025 17:08:31 PDT)</small>	Customer's Signature:
Printed Name: Tony Ku	Printed Name:
Title: Director of Enterprise Sales	Title:
Date: 08/14/2025	Date:



Business Local & LD Schedule

Frontier Confidential

This is Schedule Number **S-0000443861** to the Frontier Services Agreement dated **August 26th, 2025 ("FSA")** by and between **County of Santa Barbara** ("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.

Service Location:

Street Address: **4408 Cathedral Oaks Road**
 City, State, Zip: **Santa Barbara, CA 93110**

Schedule Date: **August 26, 2025**
 Service Term: **24**


Local Service	Quantity	NRC	MRC
Business Lines		\$	\$
Centrex		\$	\$
DIDs		\$	\$
ISDN PRI	1	\$0.00	\$1,262.50
ISDN BRI		\$	\$
Digital Channel Service (DCS)		\$	\$
Local Measured Service (LMS) Plan		\$	\$
Foreign Exchange Service (FXS)		\$	\$
PBX Trunks – Analog		\$	\$
Features:		\$	\$
Other Local Service:		\$	\$
Long Distance Service	Quantity	Rate	MRC
One Plus - Intrastate		\$	\$
One Plus - Interstate		\$	\$
Toll Free - Intrastate		\$	\$
Toll Free - Interstate	1	\$ 0.00	\$4.99
IntraLATA		\$	\$
International		\$	\$
Dedicated - OnePlus		\$	\$
Dedicated – Toll Free		\$	\$
EAS/EMS		\$	\$
Audio Conferencing		\$	\$
Web Conferencing		\$	\$
Other LD Service: 500 Minute Block of Time - Toll Free	1	\$ 0.00	\$55.00
Domestic Block Of Time Plans:	Minutes / MRC / Overage Rate		
1+ outbound for T1 / PRI / Centrex / B1s	Select		
Toll Free for T1 / PRI / Centrex / B1s	Select		

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.

SIGNATURE PAGE TO FOLLOW



Business Local & LD Schedule
Frontier Confidential

Frontier Communications of America, Inc.	County of Santa Barbara
Frontier's Signature:  <small>Tony Ku (Aug 14, 2025 17:08:31 PDT)</small>	Customer's Signature:
Printed Name: Tony Ku	Printed Name:
Title: Director of Enterprise Sales	Title:
Date: 08/14/2025	Date:



Business Local & LD Schedule

Frontier Confidential

This is Schedule Number **S-0000440851** to the Frontier Services Agreement dated **August 26th, 2025 ("FSA")** by and between **County of Santa Barbara** ("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.

Service Location:

Street Address: **4436 Calle Real**
 City, State, Zip: **Santa Barbara, CA 93110**

Schedule Date: **August 26th, 2025**
 Service Term: **36 Months**

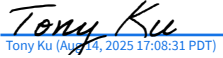
Local Service	Quantity	NRC	MRC
Business Lines		\$	\$
Centrex	222	\$0.00	\$32.34 x 222 = \$7,179.48
DIDs		\$	\$
ISDN PRI		\$	\$
ISDN BRI		\$	\$
Digital Channel Service (DCS)		\$	\$
Local Measured Service (LMS) Plan		\$	\$
Foreign Exchange Service (FXS)		\$	\$
PBX Trunks – Analog		\$	\$
Features: Centrex Feature Package 1000	222	\$0.00	\$21.25 x 222 = \$4,717.50
Other Local Service:		\$	\$
Long Distance Service	Quantity	Rate	MRC
One Plus - Intrastate		\$	\$
One Plus - Interstate		\$	\$
Toll Free - Intrastate		\$	\$
Toll Free - Interstate		\$	\$
IntraLATA		\$	\$
International		\$	\$
Dedicated - OnePlus		\$	\$
Dedicated – Toll Free		\$	\$
EAS/EMS		\$	\$
Audio Conferencing		\$	\$
Web Conferencing		\$	\$
Other LD Service:		\$	\$
Domestic Block Of Time Plans:	Minutes / MRC / Overage Rate		
1+ outbound for T1 / PRI / Centrex / B1s	Select		
Toll Free for T1 / PRI / Centrex / B1s	Select		

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.

SIGNATURE PAGE TO FOLLOW



Business Local & LD Schedule
Frontier Confidential

Frontier Communications of America, Inc.	County of Santa Barbara
Frontier's Signature:  <small>Tony Ku (Aug 14, 2025 17:08:31 PDT)</small>	Customer's Signature:
Printed Name: Tony Ku	Printed Name:
Title: Director of Enterprise Sales	Title:
Date: 08/14/2025	Date:



Private Line Schedule

Frontier Confidential

This is Schedule Number **S-0000444435** to the Frontier Services Agreement dated **August 26th, 2025 ("FSA")** by and between **COUNTY OF SANTA BARBARA** ("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: August 26th, 2025

Service Term: 12 Months

Primary Service Location:

Street Address: N/A

City, State, Zip: N/A

Terminating Service Location:

Street Address: N/A

City, State, Zip: N/A

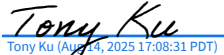
Service	# Lines/Circuits/ Channels	Charges	
		NRC	MRC
DS1		\$	\$
DS3		\$	\$
OC3		\$	\$
Other: SAL 4 Wire	9	\$0.00	\$40.05 x 9 = \$360.45
Other: Special Transport Termination	69	\$0.00	\$14.95 x 69 = \$1,031.55

Interstate / Intrastate Pricing Certification: Customer certifies that its dedicated point-to-point traffic over such Services:

☐ will be **more than 10%** interstate in nature; OR ☒ will be **10% or less** interstate in nature.

The term "interstate in nature" means that the traffic originates in one state and terminates in another state or outside the United States, regardless of how it is routed.

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.

Frontier Communications of America, Inc.	COUNTY OF SANTA BARBARA
Frontier's Signature:  Tony Ku (August 14, 2025 17:08:31 PDT)	Customer's Signature:
Printed Name: Tony Ku	Printed Name:
Title: Director of Enterprise Sales	Title:
Date: 08/14/2025	Date:



Private Line Schedule

Frontier Confidential

This is Schedule Number **S-0000444436** to the Frontier Services Agreement dated **August 26th, 2025 ("FSA")** by and between **COUNTY OF SANTA BARBARA** ("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: August 26, 2025

Service Term: 12 Months

Primary Service Location:

Street Address: N/A

City, State, Zip: N/A

Terminating Service Location:

Street Address: N/A

City, State, Zip: N/A

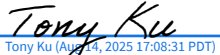
Service	# Lines/Circuits/ Channels	Charges	
		NRC	MRC
DS1		\$	\$
DS3		\$	\$
OC3		\$	\$
Other: Special Access Line - 2-W	64	\$0.00	\$21.36 x 64 = \$1,367.04
Other: Special Access Line	16	\$0.00	\$21.36 x 16 = \$341.76

Interstate / Intrastate Pricing Certification: Customer certifies that its dedicated point-to-point traffic over such Services:

☒ will be **more than 10%** interstate in nature; OR ☒ will be **10% or less** interstate in nature.

The term "interstate in nature" means that the traffic originates in one state and terminates in another state or outside the United States, regardless of how it is routed.

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.

Frontier Communications of America, Inc.	COUNTY OF SANTA BARBARA
Frontier's Signature:  Tony Ku (Aug 14, 2025 17:08:31 PDT)	Customer's Signature:
Printed Name: Tony Ku	Printed Name:
Title: Director of Enterprise Sales	Title:
Date: 08/14/2025	Date:



Private Line Schedule

Frontier Confidential

This is Schedule Number **S-0000444437** to the Frontier Services Agreement dated **August 26th, 2025 ("FSA")** by and between **COUNTY OF SANTA BARBARA** ("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: August 26, 2025

Service Term: 12 Months

Primary Service Location:

Street Address: N/A

City, State, Zip: N/A

Terminating Service Location:

Street Address: N/A

City, State, Zip: N/A


Service	# Lines/Circuits/ Channels	Charges	
		NRC	MRC
DS1		\$	\$
DS3		\$	\$
OC3		\$	\$
Other: Special Transport Airline	170	\$0.00	\$2.96 x 170 = \$503.20
Other: Per Channel Airline Mile	45	\$0.00	\$2.96 x 45 = \$133.20

Interstate / Intrastate Pricing Certification: Customer certifies that its dedicated point-to-point traffic over such Services:

☐ will be **more than 10%** interstate in nature; OR ☒ will be **10% or less** interstate in nature.

The term "interstate in nature" means that the traffic originates in one state and terminates in another state or outside the United States, regardless of how it is routed.

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.

Frontier Communications of America, Inc.	COUNTY OF SANTA BARBARA
Frontier's Signature:  <small>Tony Ku (Aug 24, 2025 17:08:31 PDT)</small>	Customer's Signature:
Printed Name: Tony Ku	Printed Name:
Title: Director of Enterprise Sales	Title:
Date: 08/14/2025	Date:



Private Line Schedule

Frontier Confidential

This is Schedule Number **S-0000450919** to the Frontier Services Agreement dated **August 26th, 2025 ("FSA")** by and between **County of Santa Barbara** ("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: **August 26, 2025**

Service Term: **12 Months**

Primary Service Location:

Street Address: N/A

City, State, Zip: N/A

Terminating Service Location:

Street Address: N/A

City, State, Zip: N/A

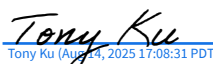
Service	# Lines/Circuits/ Channels	Charges	
		NRC	MRC
DS1		\$	\$
DS3		\$	\$
OC3		\$	\$
Other: SPEC TRNSPRT INTRA/ PER MI	24	\$0.00	\$2.96 x 24 = \$71.04
Other: Data Bridging Port	3	\$0.00	\$14.42 x 3 = \$43.26

Interstate / Intrastate Pricing Certification: Customer certifies that its dedicated point-to-point traffic over such Services:

☐ will be **more than 10%** interstate in nature; OR ☒ will be **10% or less** interstate in nature.

The term "interstate in nature" means that the traffic originates in one state and terminates in another state or outside the United States, regardless of how it is routed.

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.

Frontier Communications of America, Inc.	County of Santa Barbara
Frontier's Signature:  Tony Ku (Aug 24, 2025 17:08:31 PDT)	Customer's Signature:
Printed Name: Tony Ku	Printed Name:
Title: Director of Enterprise Sales	Title:
Date: 08/14/2025	Date:



Private Line Schedule

Frontier Confidential

This is Schedule Number **S-0000451040** to the Frontier Services Agreement dated **August 26th, 2025 ("FSA")** by and between **COUNTY OF SANTA BARBARA** ("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: August 26, 2025

Service Term: 12 Months

Primary Service Location:

Street Address: N/A

City, State, Zip: N/A

Terminating Service Location:

Street Address: N/A

City, State, Zip: N/A


Service	# Lines/Circuits/ Channels	Charges	
		NRC	MRC
DS1		\$	\$
DS3		\$	\$
OC3		\$	\$
Other: Private Line Voice Conduit	2	\$0.00	\$2.72 x 2 = \$5.44
Other:		\$	\$

Interstate / Intrastate Pricing Certification: Customer certifies that its dedicated point-to-point traffic over such Services:

☐ will be **more than 10%** interstate in nature; OR ☒ will be **10% or less** interstate in nature.

The term "interstate in nature" means that the traffic originates in one state and terminates in another state or outside the United States, regardless of how it is routed.

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.

Frontier Communications of America, Inc.	COUNTY OF SANTA BARBARA
Frontier's Signature:  Tony Ku (Aug 14, 2025 17:08:31 PDT)	Customer's Signature:
Printed Name: Tony Ku	Printed Name:
Title: Director of Enterprise Sales	Title:
Date: 08/14/2025	Date:



Ethernet Local Area Network (E-LAN)

Schedule

Frontier Confidential

This is Schedule Number **S-5550176391** to the Frontier Services Agreement dated **August 26, 2025** ("FSA") by and between **County of SANTA BARBARA** for service(s) for the Department of Behavioral Wellness ("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: 315 West Haley Street Santa Barbara, California

Schedule Date:

08/26/2025

Schedule Type/Purpose: New

Service Term:

60 Month(s)

Services Provided					
Service Address	Service Description	Partnered	Quantity	Charges	
				Total NRC	Total MRC
315 West Haley Street, Santa Barbara, California, 93101	ELAN (Ethernet LAN)/1 Gbps/Silver	No	1	\$0.00	\$1,000.00
Subtotal:				\$0	\$1000
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)					

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 and/or Type II 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



Ethernet Local Area Network (E-LAN) Schedule

Frontier Confidential

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").

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 ninety (90) business days to notify Frontier of Customer's acceptance of such costs via an Amendment to the FSA. If the Customer does not agree to the Special Construction costs within ninety (90) 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 an Amendment to this FSA, which may include a replacement Schedule.

iv. Prevailing wage rates. Rates of wages, including overtime, holiday, and Sunday rates provided for the Special Construction shall comply with and are subject to the California Labor Code, Sections 1770 et. seq. Executive Orders of the President of the United States No. 9240, dated September 9, 1942, and No. 9250, dated October 3, 1942, and to any modifications thereof, and to any orders of the President or any authorized Federal Officer or agency, insofar as the same may apply to this Contract. The Director of the California Department of Industrial Relations determines the general prevailing wage rates. Prevailing wage rates may be found on the DIR website, at <https://www.dir.ca.gov>.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)). No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations under Labor Code section 1725.5. The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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.




Ethernet Local Area Network (E-LAN)
Schedule
Frontier Confidential

7. Reserved.

8. 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 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

Signature: 
Printed Name: Tony Ku
Title: Director of Enterprise Sales
Date: 08/14/2025

COUNTY OF SANTA BARBARA

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



Ethernet Local Area Network (E-LAN) Schedule

Frontier Confidential

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 COUNTY OF SANTA BARBARA ("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-NetService").

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		
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*.
- Platinum QoS** service carries Frontier's highest QoS performance parameters and includes voice grade packet forwarding priority set to *Real Time*.



Ethernet Local Area Network (E-LAN) Schedule

Frontier Confidential

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.

- 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.
- 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



Ethernet Local Area Network (E-LAN) Schedule

Frontier Confidential

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.

4. 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.
5. **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.



Ethernet Local Area Network (E-LAN)

Schedule

Frontier Confidential

This is Schedule Number **S-0000451050** to the Frontier Services Agreement dated **August 26th, 2025 ("FSA")** by and between **County of Santa Barbara** ("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: 1501 W Central Ave Lompoc, CA 93436

Schedule Date: August 26, 2025

Schedule Type/Purpose: Renew existing Services (this Schedule supersedes)

Service Term: 36 Months

Service	NRC	MRC
Ethernet Access Circuit(s) (details in Table 1)	\$ 0.00	\$ 2,722.05
Special Construction	\$	\$
Dedicated Internet Access ("DIA") (details in Table 3)	\$	\$
IP Addresses (details in Table 4)	\$	\$
BDT #	\$	\$
Total:	\$ 0.00	\$ 2,722.05

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: ☐ more than 10% interstate in nature (subject to federal jurisdiction/fees) ☒ 10% or less interstate in nature (subject to state jurisdiction/fees)

Table 1: Ethernet Access Circuit(s)					
Service Location	Service Address, and NPA NXX:	Service		Charges	
				NRC	MRC
		PARTNERED/TYPE II	ACCESS CIRCUIT		
A renew	1501 W Central Ave, Lompoc, CA, 93436, 833 422	Select	10 Mbps	\$ 0.00	\$ 468.00
B renew	601 W Alvin Ave, Santa Maria, CA, 93458, 805 361	Select	10 Mbps	\$ 0.00	\$ 468.00
C renew	116 Agnes Ave, Santa Maria, CA, 93458, 805 457	Select	10 Mbps	\$ 0.00	\$ 491.40
D renew	3900 Paradise Rd, Santa Barbara, CA, 93105, 805 692	Select	1 Gbps	\$ 0.00	\$ 1294.65
E	street, city, state, zip, NPA NXX	Select	Select	\$ 0.00	\$
Subtotal:				\$ 0.00	\$ 2,722.05

Table 2: ETHERNET VIRTUAL CIRCUIT(S)			
Type of EVC	EVC CIR (Mbps)	Associated Service Location from Table 1	MRC
Select	Select	Select	\$
Select	Select	Select	\$
Select	Select	Select	\$
Select	Select	Select	\$
Select	Select	Select	\$



Ethernet Local Area Network (E-LAN) Schedule

Frontier Confidential

Table 3: Internet Access

Internet Service added to LAN Solution	Internet Elements	Originating Access Location	Termination on the Internet	MRC
DIA Internet Port and Silver EVC	Select	Select	Internet Port	\$
DIA Internet Port and Silver EVC	Select	Select	Internet Port	\$
DIA Internet Port and Silver EVC	Select	Select	Internet Port	\$
DIA Internet Port and Silver EVC	Select	Select	Internet Port	\$
Subtotal:				\$

Table 4: IP Addresses

Static Block (*NRC waived on Renewal)	NRC	MRC
Service Location (from Table 1): select	Select	
Service Location (from Table 1): select	Select	
Service Location (from Table 1): select	Select	
Service Location (from Table 1): select	Select	
Service Location (from Table 1): select	Select	
Subtotal:		\$ 2,722.05
GRAND TOTAL		\$ 2,722.05

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 and/or Type II 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.



Ethernet Local Area Network (E-LAN) Schedule

Frontier Confidential

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").

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



Ethernet Local Area Network (E-LAN) Schedule

Frontier Confidential

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. 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. 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 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.

County of Santa Barbara

Signature: 
 Printed Name: Tony Ku
 Title: Director of Enterprise Sales
 Date: 08/14/2025

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



Ethernet Local Area Network (E-LAN) Schedule

Frontier Confidential

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 **County Of Santa Barbara** ("Customer") and **Frontier Communications of America, Inc.** ("Frontier"). The terms of this SLA apply exclusively to the Ethernet Local Area Network (E-LAN) elements directly within Frontier's management responsibility and control ("E-LAN Service"), including Partnered delivered service.

1. Operational Objectives

- A. **Availability:** Circuit Availability is the ability to exchange data packets with the nearest Frontier 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 E-LAN 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 E-LAN 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		
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*.
- Platinum QoS** service carries Frontier's highest QoS performance parameters and includes voice grade packet forwarding priority set to *Real Time*.



Ethernet Local Area Network (E-LAN) Schedule

Frontier Confidential

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%



Ethernet Local Area Network (E-LAN) Schedule

Frontier Confidential

3. 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 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.



Ethernet Local Area Network (E-LAN) Schedule

Frontier Confidential

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.

Service Locations by Schedule

SCHEDULE ID's	SERVICE TYPE	ASSOCIATED ADDRESSES	ASSOCIATED CITIES	SERVICE ACTIVATION DATE
S-0000443862	ISDN PRI	4408 Cathedral Oaks Rd	Santa Barbara	7/10/2017
S-0000443861	ISDN PRI	4408 Cathedral Oaks Rd	Santa Barbara	4/8/2021
S-0000440851	CENTREX	4711 HIGHWAY 166	NEW CUYAMA	Various Dates from 2011 to 2022
	CENTREX	290 WASIOJA RD	NEW CUYAMA	
	CENTREX	41 NEWSOME ST	NEW CUYAMA	
	CENTREX	5073 HIGHWAY 166	NEW CUYAMA	
	CENTREX	4689 HIGHWAY 166	NEW CUYAMA	
	CENTREX	4681 11TH ST	GUADALUPE	
	CENTREX	99 CENTENNIAL ST	LOS ALAMOS	
	CENTREX	550 DRUM CANYON RD	LOS ALAMOS	
	CENTREX	400 N MCCLELLAND ST	SANTA MARIA	
	CENTREX	212 CARMEN LN	SANTA MARIA	
	CENTREX	3500 BLACK RD	SANTA MARIA	
	CENTREX	1100 ANACAPA ST	SANTA BARBARA	
	CENTREX	5775 CARPINTERIA AVE	CARPINTERIA	
	CENTREX	931 WALNUT AVE	CARPINTERIA	
	CENTREX	1136 E MONTECITO ST	SANTA BARBARA	
	CENTREX	7042 MARKET PLACE DR	GOLETA	
	CENTREX	2125 CENTERPOINTE PKWY	SANTA MARIA	
	CENTREX	4564 HOLLISTER AVE	SANTA BARBARA	
	CENTREX	66 S SAN ANTONIO RD	SANTA BARBARA	
	CENTREX	315 CAMINO DEL REMEDIO	SANTA BARBARA	
	CENTREX	605 CAMINO DEL REMEDIO	SANTA BARBARA	
	CENTREX	5827 HOLLISTER AVE	GOLETA	
	CENTREX	4436 CALLE REAL	SANTA BARBARA	
	CENTREX	6504 TRIGO RD	GOLETA	
	CENTREX	6546 PARDALL RD	GOLETA	
	CENTREX	CACHUMA LK	SANTA BARBARA	
	CENTREX	94 COMMERCE DR STE D	BUELLTON	

SCHEDULE ID's	SERVICE TYPE	ASSOCIATED ADDRESSES	ASSOCIATED CITIES	SERVICE ACTIVATION DATE
	CENTREX	2981 CLIFF DR	SANTA BARBARA	
	CENTREX	3200 CUESTA	SANTA YNEZ	
	CENTREX	ALISAL SOUTH RD	SOLVANG	
	CENTREX	1644 OAK ST	SOLVANG	
	CENTREX	1745 MISSION DR	SOLVANG	
	CENTREX	900 AIRPORT RD HNGR G9	SANTA YNEZ	
	CENTREX	5035 ZACA STATION RD	LOS OLIVOS	
	CENTREX	4434 CALLE REAL	SANTA BARBARA	
	CENTREX	4408 CATHEDRAL OAKS RD	SANTA BARBARA	
	CENTREX	3900 PARADISE RD	SANTA BARBARA	
	CENTREX	4410 CATHEDRAL OAKS RD	SANTA BARBARA	
	CENTREX	751 BURTON MESA BLVD	LOMPOC	
	CENTREX	3103 HARRIS GRADE RD	LOMPOC	
	CENTREX	3500 HARRIS GRADE RD	LOMPOC	
	CENTREX	MOUNTAIN VIEW BLVD	LOMPOC	
	CENTREX	215 S C ST	LOMPOC	
	CENTREX	115 CIVIC CENTER PLZ	LOMPOC	
	CENTREX	JALAMA RD SUB= PARK	LOMPOC	
	CENTREX	3051 SAN MIGUELITO RD	LOMPOC	
	CENTREX	JALAMA RD SUB RURAL	LOMPOC	
	CENTREX	JALAMA RD SUB SANTA	LOMPOC	
	CENTREX	1801 N H ST	LOMPOC	
	CENTREX	5875 SANTA ROSA RD	LOMPOC	
	CENTREX	301 N R ST	LOMPOC	
	CENTREX	601 W ALVIN AVE BLDG 160	SANTA MARIA	
	CENTREX	201 S MILLER ST FL 2	SANTA MARIA	
	CENTREX	3500 BLACK RD TRLR 1	SANTA MARIA	
	CENTREX	543 W BETTERAVIA RD STE J	SANTA MARIA	
	CENTREX	2115 CENTERPOINTE PKWY	SANTA MARIA	
	CENTREX	5860 S BRADLEY RD	SANTA MARIA	
	CENTREX	300 GOODWIN RD	SANTA MARIA	
	CENTREX	812 A W FOSTER RD	SANTA MARIA	

SCHEDULE ID's	SERVICE TYPE	ASSOCIATED ADDRESSES	ASSOCIATED CITIES	SERVICE ACTIVATION DATE
	CENTREX	912 W FOSTER RD	SANTA MARIA	
	CENTREX	812 W FOSTER RD UNIT A	SANTA MARIA	
	CENTREX	1596 TIFFANY PARK CIR	SANTA MARIA	
	CENTREX	4430 CALLE REAL	SANTA BARBARA	
	CENTREX	4500 HOLLISTER AVE	SANTA BARBARA	
	CENTREX	5473 OVERPASS RD	SANTA BARBARA	
	CENTREX	105 E ANAPAMU ST BSMT BSMT	SANTA BARBARA	
	CENTREX	4560 HOLLISTER AVE	SANTA BARBARA	
	CENTREX	4432 CALLE REAL	SANTA BARBARA	
	CENTREX	805 SAN ANTONIO CREEK RD	SANTA BARBARA	
	CENTREX	5986 SANDSPIT RD	GOLETA	
	CENTREX	4141 STATE ST STE B6	SANTA BARBARA	
	CENTREX	4426 CALLE REAL	SANTA BARBARA	
	CENTREX	14470 CALLE REAL	GOLETA	
	CENTREX	449 SAN YSIDRO RD	SANTA BARBARA	
	CENTREX	576 TORO CANYON RD	SANTA BARBARA	
	CENTREX	100 E LOCUST AVE	LOMPOC	
	CENTREX	4568 CALLE REAL	SANTA BARBARA	
	CENTREX	260 N SAN ANTONIO RD STE C	SANTA BARBARA	
	CENTREX	304 CARMEN LN	SANTA MARIA	
S-0000444435	SAL 4 WIRE ; SPECIAL TRANSPORT TERMINATION	4436 CALLE REAL	GOLETA	Various Dates from 1998 to 2016
		1890 SANDALWOOD DR	SANTA MARIA	
		2540 ALAMO PINTADO AVE	LOS OLIVOS	
		812 W FOSTER RD	SANTA MARIA	
		215 E FIGUEROA ST	SANTA BARBARA	
		VIC TRACE RESERVOIR	SANTA BARBARA	
		912 W FOSTER RD	SANTA MARIA	

SCHEDULE ID's	SERVICE TYPE	ASSOCIATED ADDRESSES	ASSOCIATED CITIES	SERVICE ACTIVATION DATE
S-0000444436	SPECIAL ACCESS LINE - 2-W ; SPECIAL ACCESS LINE	4436 CALLE REAL	GOLETA	Various Dates from 1998 to 2016
		1890 SANDALWOOD DR	SANTA MARIA	
S-0000444437	SPECIAL TRANSPORT AIRLINE ; PER CHANNEL AIRLINE MILE	4436 CALLE REAL	GOLETA	Various Dates from 1998 to 2016
		1890 SANDALWOOD DR	SANTA MARIA	
		2540 ALAMO PINTADO AVE	LOS OLIVOS	
		812 W FOSTER RD	SANTA MARIA	
S-0000450919	SPEC TRNSPRT INTRA/ PER MI ; DATA BRIDGING PORT	812 W FOSTER RD	SANTA MARIA	Various Dates from 1998 to 2016
		215 E FIGUEROA ST	SANTA BARBARA	
		VIC TRACE RESERVOIR	SANTA BARBARA	
		912 W FOSTER RD	SANTA MARIA	
S-0000451040	PRIVATE LINE VOICE CONDUIT	912 W FOSTER RD	SANTA MARIA	12/22/1990
S-0000451050	ELAN	1501 W CENTRAL AVE	LOMPOC	4/10/2017
		601 W ALVIN AVE	SANTA MARIA	10/20/2017
		116 AGNES AV	SANTA MARIA	4/25/2019
		3900 PARADISE RD	SANTA BARBARA	8/6/2019
S-5550176391	ELAN	315 W. HALEY STREET	SANTA BARBARA	