

Attachment B –Dedicated Internet Access Product Rider

This Attachment B - Dedicated Internet Access Product Rider (“**Product Rider**”) is incorporated into and deemed part of that certain MSA entered into between FBL and Customer, as expressly authorized by such MSA. This Product Rider provides additional terms and conditions governing Dedicated Internet Access. The capitalized or defined terms in the MSA have the same meaning in this Product Rider, unless otherwise defined herein.

SECTION 1 – SERVICE DESCRIPTION

1.1 MultiBGP shall mean Customer’s connection to FBL’s network with multiple BGP sessions over a single port, with such BGP session being on its own assigned AS (the Primary ASN) and AS from a third party represented by Customer (the Secondary ASN). If utilizing a Secondary ASN, Customer shall provide FBL a Letter of Authorization (“LOA”) stating the express of authority of the third party to activate such Service utilizing a Secondary ASN. All interactions related to BGP-sessions involving Secondary ASN shall be operated exclusively by and between FBL and Customer and no contractual relationship shall exist between FBL and the Secondary ASN’s associated third party. FBL will charge Customer additional MRC for each Secondary ASN connected.

1.2 Managed Router Services shall mean a Service including basic IP and BGP configurations with any moves, adds, or changes to the router after initial installation and configuration resulting in FBL charging Customer an amount of \$250.00 per hour with a minimum charge of one (1) hour.

1.3 Equipment shall mean equipment, provided at FBL’s sole discretion and charged to the Customer at an agreed upon amount listed in the SOF. FBL does not guarantee, is not responsible for, nor shall provide any on-site technical support for equipment made available to Customer. In the event the equipment is subject to any damage, unauthorized alteration/modification/repair, abnormal use, misuse, neglect, abuse, accident, improper installation, or other acts caused by Customer, its employees, contractors, or any Customer-affiliated person, Customer shall reimburse FBL for the replacement costs of the equipment and any such action or inaction may void manufacturer warranties. Customer agrees to indemnify and hold FBL harmless for any third party claim based on Customer’s unauthorized alteration or modification of the equipment. FBL is not responsible for Service disruptions caused by a Customer request to relocate equipment.

SECTION 2 - PERFORMANCE AND OPERATING STANDARDS FOR FACILITIES

2.1 Availability. If a Service Outage, as defined in Section 2.2, occurs with respect to Services provided entirely on FBL’s Facilities and FBL is unable to provide the Services at the Availability Factors, as defined in Section 2.3, then FBL will credit Customer’s invoice for the applicable period with an amount equal to the Service Outage Credit, as defined in Section 2.5, in the month following the request by Customer and determination of the applicable Service Outage Credit; however, Customer must request such Service Outage Credit and such request must be made within thirty (30) days of the applicable Service Outage. If a Chronic Service Outage, as defined in Section 2.6, occurs for any Service, Customer shall have the right to terminate the affected Service.

2.2 Service Outage. A Service Outage shall begin upon the earlier of FBL’s actual knowledge or FBL’s receipt of written notice from Customer that Customer is unable to exchange IP packets over the Facilities and shall end upon the correction of the loss of service. Notwithstanding the above, a Service Outage shall not be deemed to have occurred and no Service Outage Credits will apply during periods (i) of less than ten (10) minutes, (ii) in which FBL is not given access to its Facilities or equipment required to provide the Services or to remedy any Service Outage, (iii) in which FBL planned or scheduled maintenance and repair activities are occurring, (iv) in which Customer or its end user continues to use the Services on an impaired basis, or (v) that are not reported to FBL within thirty (30) days of the date the Service was affected. Additionally, no Service Outage Credits will apply for interruptions caused by or due to (i) acts or omissions of Customer, its user, or another third party, (ii) the failure or malfunction of facilities or equipment not owned or operated by FBL, including without limitation a power supply failure, (iii) a Force Majeure event or (iv) disconnections by FBL for non-payment or other contract default or breaches by Customer. Lastly, no Service Outage Credits will apply for Services utilizing in whole or in part Third Party Facilities, or an instance in which Customer’s and/or its users’ usage of or demand with respect to the Service is oversubscribed. In the event of an interruption of Service or Service Outage, FBL will provide to Customer, when requested, an RFO or FCA within five (5) business days of the resolution of such interruption or Service Outage.

2.3 Availability Factor. The following Availability Factors apply to the following Services provided entirely on FBL’s Facilities:

- (i) Unprotected Access – 99.0%
- (ii) Protected Access – 99.99%
- (iii) IP Services Packet Delivery Rate – 99.9%

The Availability Factors set forth above apply for each calendar month and are a measurement of the percent of total time Service is operative and deemed available to Customer in accordance with the above specifications when measured over such period.

2.4 Latency. FiberLight guarantees an average roundtrip latency between the Customer’s network and the FiberLight IP Network of no more than 45ms in a calendar month.

2.5 Service Outage Credit. With respect to any Service Outages in excess of the Availability Factors, the Service Outage Credit shall be equal to the MRC on the applicable SOF during the calendar month in which the Service Outage occurred *multiplied* by the number of hours (rounding minutes up or down to the nearest whole hour) the Service Outage occurred during the applicable period *divided* by seven hundred and twenty (720) hours. Service Outage Credits are calculated after deduction of all discounts and other special pricing arrangements, and are not applied to governmental fees, taxes, surcharges and similar additional charges, nor are credits available for any usage based Services. **OTHER THAN SECTION 2.6, SUCH SERVICE OUTAGE CREDIT SHALL BE CUSTOMER’S SOLE AND EXCLUSIVE REMEDY AND FBL’S SOLE AND EXCLUSIVE OBLIGATION IN THE EVENT OF A SERVICE OUTAGE OR FOR ANY OTHER CLAIM REGARDING AN FBL SERVICE OR OBLIGATION.**

2.6 Chronic Service Outage. An affected Service shall be deemed to have experienced a Chronic Service Outage if, in any calendar month, the Customer reports three (3) or more like/related Service Outages with a duration of more than ninety (90) minutes or one (1) Service Outage with a duration of more than forty-eight (48) hours. In the event of a Chronic Service Outage, Customer may terminate the affected Service without incurring Early Termination Charge(s) upon providing FBL written notice within ten (10) days to FBL of the Chronic Service Outage occurring. **CUSTOMER’S RIGHT TO TERMINATE THE AFFECTED SERVICE SHALL BE CUSTOMER’S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A CHRONIC SERVICE OUTAGE.**

2.7 Performance Liquidated Damages. THE CUSTOMER REMEDIES LISTED IN SECTIONS 2.5 AND 2.6 HEREIN SHALL CONSTITUTE CUSTOMER’S PERFORMANCE LIQUIDATED DAMAGES AND SOLE AND EXCLUSIVE REMEDY FOR ANY PERFORMANCE FAILURE RELATED TO OR ARISING FROM THE SERVICE(S) OFFERED UNDER THIS PRODUCT RIDER.

SECTION 3- ANCILLARY FEES

The following fees shall be billed as additional NRC if applicable:

Expedite Delivery Fee		Customer Not Ready Fee		Cancellation Prior to FOC Date Fee
1-10 Mbps	\$350.00 per day	1-10 Mbps	\$250.00 per day	Six (6) times applicable MRC plus any applicable expenses previously incurred by FBL in the provisioning process
11+ Mbps	\$600.00 per day	11+ Mbps	\$350.00 per day	

Any fees not set forth above shall be as set forth in the respective SOF.