

## Attachment A – Ethernet Product Rider

This Attachment A - Ethernet Product Rider Attachment (“**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 Ethernet. 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 Ethernet Private Line** shall mean a set of configurations where Customer obtains dedicated Point-to-Point connections between two locations on FBL’s Facilities or Point-to-Point connections aggregated to a single endpoint on FBL’s Facilities using Gigabit Ethernet protocols.

<u>Description Available</u>	<u>Capacity Levels Available</u>
Ethernet Pt to Pt	10MB, 20MB, 30MB, 40MB, 50MB, 60MB, 70MB, 80MB, 90MB, 100MB, 200MB, 300MB, 400MB, 500MB, 600MB, 700MB, 800MB, 900MB, 1Gig, 2 Gig, 3 Gig, 4 Gig, 5 Gig, 6 Gig, 7 Gig, 8 Gig, 9 Gig, 10Gig
Ethernet Hub	10MB, 100MB, 1Gig, 10Gig
Ethernet End Link	10MB, 20MB, 30MB, 40MB, 50MB, 60MB, 70MB, 80MB, 90MB, 100MB, 200MB, 300MB, 400MB, 500MB, 600MB, 700MB, 800MB, 900MB, 1Gig

The above configurations are subject to technical limitations, and FBL shall determine the actual allowed and available configurations. The bandwidth representations are only for Unicast Traffic, and FBL will not represent or guarantee the bandwidth for Multicast or Broadcast Traffic.

**QinQ:** FBL may offer QinQ tunneling on certain Ethernet services.

**Jumbo:** FBL may offer jumbo frames, up to 1,546 bytes on Fast-Ethernet ports and 2,000 bytes on Gig-Ethernet ports.

**1.2 Ethernet Service (“ES”)** shall mean a configuration in which Customer obtains Ethernet frames between two (2) or more end-points transparently through an Ethernet Virtual Circuit (“**EVC**”) analogous to Frame Relay. Two EVC’s are used to provide bi-directional traffic for either Point-to-Point or Point-to-Multi-Point connections. ES shall be ordered and provided based on a combination of its component parts (i) the Access Interface, (ii) Ethernet Interconnect Interface, and (iii) Ethernet Virtual Circuit. ES will be offered with both Gigabit Ethernet and 10/100 interfaces and a fixed Committed Access Rate. ES will be offered at various Committed Access Rates as modified from time to time by FBL and set forth on the SOF.

### SECTION 2 - PROVISIONING INTERVALS FOR FACILITIES

**2.1 Provisioning Intervals.** The Provisioning Intervals for Ethernet Private Line (no vendor equipment required), Ethernet Private Line (vendor equipment or construction required), Ethernet Service, and all other Services shall be provided by FBL on an ICB and as set forth in the applicable SOF FOC.

**2.2 Facility Unavailability; Remedy for Incorrect Information** – FBL shall order certain transmission facilities from a third party, including the incumbent local exchange carrier (“**ILEC**”), and FBL will provide a FOC based on information provided from the third party. In the event, the third party provided information is incorrect and not as originally represented to FBL, FBL shall modify the SOF and respective FOC, including the number and type of facilities ordered and the pricing therefore. Customer shall notify FBL of its rejection within two (2) business days of receiving notice of the change and the SOF will be cancelled without liability for the Parties.

### SECTION 3 - TESTING PROCEDURES FOR FACILITIES.

FBL shall test each Service provided on FBL’s Facilities for a reasonable duration to determine whether the Service complies with the following specifications and criteria: (i) Ethernet Private Line shall successfully pass ninety-nine percent (99%) of the Ethernet frames, (ii) ES shall successfully pass ninety-nine percent (99%) of the Ethernet frames; and (iii) other services shall successfully pass testing procedures and criteria for acceptance determined on an ICB on the applicable SOF.

### SECTION 4 - PERFORMANCE AND OPERATING STANDARDS FOR FACILITIES

**4.1 Availability.** If a Service Outage, as defined in Section 4.2, 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 4.3, then FBL will credit Customer’s invoice for the applicable period with an amount equal to the Service Outage Credit, as defined in Section 4.4, 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 4.5, occurs for any Service, Customer shall have the right to terminate the affected Service.

**4.2 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 Ethernet frames 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 carrier customer or 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 and or RCA within five (5) business days of the resolution of such interruption or Service Outage.

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

- (i) Ethernet Private Line Services
  - a. Unprotected – 99.0%
  - b. Protected (Network protection; no Client protection) – 99.9%
  - c. Load Shared – 99.99% one of the two diverse paths will be available.
- (ii) Ethernet Services
  - Packet Delivery Rate—99.95%

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.

**4.4 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 will not be applied to governmental fees, taxes, surcharges and similar additional charges. **OTHER THAN SECTION 4.5, 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 ANY OTHER CLAIM REGARDING AN FBL SERVICE OR OBLIGATION.**

**4.5 Chronic Service Outage.** An affected Service shall 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 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.** In no event shall FBL’s total liability for any and all interruptions, disruptions, failures, and/or degradations in Service (including, without limitation, any Service Outage or failure to meet any objectives or parameters set forth in this Product Rider) exceed fifty percent (50%) of the MRC for the affected Service.

**4.6 Delayed Service Date.** If the Service Date is delayed more than sixty (60) days after the scheduled Service Date for reason other than Force Majeure Event, an act or omission of Customer, Customer’s users, or Customer’s respective representatives, the following remedies shall apply:

- (i) Delay of Recurring Charge whereas the Customer shall not be obligated to pay MRC until such time as Service commences and is accepted; or
- (ii) Termination of Service whereas the Customer may terminate the applicable SOF by providing FBL written notice and, unless otherwise stated in the SOF, Customer shall not be obligated to pay Early Termination Charge(s) and shall receive reimbursement for any previously paid MRC or NRC associated with the Service.

**THE PARTIES ACKNOWLEDGE THE REMEDIES IN THIS SECTION 4.6 SHALL BE CUSTOMER’S SOLE AND EXCLUSIVE REMEDY OF CUSTOMER AND FBL’S SOLE AND EXCLUSIVE OBLIGATION IN THE EVENT OF SUCH DELAYED SERVICE DATE OR ANY OTHER DELAY REGARDING AN FBL SERVICE OR OBLIGATION.**

**4.7 Performance Liquidated Damages.** THE CUSTOMER REMEDIES LISTED IN SECTIONS 4.4, 4.5, AND 4.6 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 5- 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.