

B – Enhanced Dedicated Internet Access Product Rider

This attachment B – Enhanced Dedicated Internet Access Product Rider (“**DIA 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 DIA Product Rider provides additional terms and conditions governing Enhanced Dedicated Internet Access. The capitalized or defined terms in the MSA have the same meaning in this DIA Product Rider, unless otherwise defined herein.

SECTION 1 – SERVICE DESCRIPTION

FBL offers dedicated business grade access to the Internet through multiple connections to upstream Internet Protocol (“IP”) provider(s).

SECTION 2 - PERFORMANCE AND OPERATING STANDARDS

2.1 Availability. If a Service Outage, as defined in Section 12.6 of the MSA and 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 for the given month, 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. 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. In addition to Section 12.6 of the MSA, 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, or (iii) 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.

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%
- (iv) Metro-Aggregation Route (“**MAR**”) Availability—With the exception of the IP Service Packet Delivery Rate, in the event Customer has purchased Services which are within the FBL MAR, the Availability Factor shall be at least 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.

2.4 Latency. FBL guarantees an average roundtrip latency between the Customer’s network and the FBL 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 minutes (rounding seconds up or down to the nearest whole minute) in excess of the Availability Factor, the Service Outage occurred during the applicable period *divided* by forty-three thousand two hundred (43,200) minutes. 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 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 DIA PRODUCT RIDER.

SECTION 3- ANCILLARY FEES

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

3.1 Expedite Delivery Fee. The following fees apply for expedited delivery:

- Service on ≤ 1GB Port(s) shall result in a **\$1,500.00** One-Time Fee per Circuit
- Service on 10GB Port(s) shall result in a **\$2,500.00** One-Time Fee per Circuit
- Service on 100GB Port(s) shall result in a **\$3,500.00** One-Time Fee per Circuit

3.2 Cancellation Prior to FOC Date Fee- Six (6) times applicable MRC plus any applicable expenses previously incurred by FBL in the provisioning process.

SECTION 4- POLICIES

4.1 Border Gateway Protocol (“BGP”) Policy. In the event Customer request a connection to FBL’s network with BGP sessions over a single port, Customer shall provide the necessary information via FBL’s BGP Questionnaire and a Letter of Authorization from the Customer authorizing FBL to utilize the prefixes to FBL’s BGP-peers.

4.2 IP Policy. For IPv4, FBL shall provide a /30, and a /29 shall be available upon request; additional addresses are available subject to FBL Engineering. FBL supports IPv6 and shall provide a /48 upon Customer’s request subject to FBL Engineering.