

A –Ethernet Product Rider

This attachment A - Ethernet Product Rider (“**Ethernet 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 Ethernet Product Rider provides additional terms and conditions governing Ethernet. The capitalized or defined terms in the MSA have the same meaning in this Ethernet Product Rider, unless otherwise defined herein.

SECTION 1 – SERVICE DESCRIPTION

FBL shall offer the below Ethernet services with jumbo frames, up to 9,000 bytes.

		Private Network		Public Network	
		E-Line	E-LAN	E-Line	E-LAN
Encapsulations Supported	Untagged	Supported; considered to be "EPL" service		Supported	Supported
	Tagged	Supported for point-to-point mode. Point-to-multipoint (hub-and-spoke or UNI/NNI mode) is possible, but harder to implement in a private network.	Private E-LANs are possible, but difficult to build due to backbone planning for an any-to-any service.	Supported, and allows for point-to-point and point-to-multipoint (hub-and-spoke or UNI/NNI mode) and/or other services (DIA, Cloud) on the same ports.	Supported, and allows ports to support other services (DIA, Cloud) on the same ports.
	Q-in-Q	Supported; considered to be "EPL" service	Q-in-Q isn't supported for E-LAN at this time.	This is the FBL default for Ethernet Virtual Private Line (“EVPL”).	Q-in-Q isn't supported for E-LAN at this time.

SECTION 2 - PROVISIONING INTERVALS

2.1 Provisioning Intervals. The Provisioning Intervals for Ethernet Private Line (“EPL”) (no vendor equipment required), EPL (vendor equipment or construction required), Ethernet Service (“ES”), 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 and notify Customer of such modification. 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

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

4.1 Availability. If a Service Outage, as defined in Section 12.6 of the MSA and 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 for the given month, 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. 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. 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.

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

- (i) EPL Services
 - a. Unprotected – 99.0%
 - b. Protected (Network protection; no Customer protection) – 99.9%
 - c. Load Shared– 99.99% one of the two diverse paths will be available.

- (ii) ES
 - Packet Delivery Rate—99.95%

- (iii) Metro-Aggregation Route (“MAR”) Availability

In the event Customer has purchased Services which are within the FBL MAR, the Availability Factor shall be at least 99.99%.

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 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 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 Performance Liquidated Damages. THE CUSTOMER REMEDIES LISTED IN SECTIONS 4.4 AND 4.5 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 ETHERNET PRODUCT RIDER.

SECTION 5- ANCILLARY FEES

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

5.1 Expedite Delivery Fee-

- Service on \leq 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

5.2 Trouble Tickets. In the event an FBL technician is dispatched to repair an issue found to be the responsibility of the Customer, the repair/trouble ticket shall be billed to the Customer as cost plus twenty-five percent (25%).