

C - Wavelength Product Rider

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

SECTION 1 - SERVICE DESCRIPTION

Wavelength is available Point-to-Point in 10Gig or 100Gig capacity levels.

SECTION 2 – PROVISIONING INTERVALS

The minimum provisioning interval for Wavelength varies from the date of the SOF and shall be provided by FBL in the applicable SOF. FBL shall test each Service provided on FBL’s Facilities for a reasonable duration, in line with standard industry practices, to determine whether the Service complies with the following specifications set forth herein.

SECTION 3 - PERFORMANCE AND OPERATING STANDARDS

3.1 Availability. If a Service Outage, as defined in Section 12.6 of the MSA and Section 3.2, occurs with respect to Services provided by and on FBL’s Facilities and FBL is unable to provide the Services at the Availability Factors for the given month, as defined in Section 3.4, 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 3.6, occurs for any Service, Customer shall have the right to terminate the affected Service.

3.2 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.

3.3 Transmission Problem. A Transmission Problem shall mean a Service is experiencing a Severely Errored Second for ten (10) consecutive seconds and shall be deemed to have begun upon Customer’s request to determine whether a Transmission Problem has occurred. A Transmission Problem shall terminate when the applicable circuit experiences ten (10) seconds without a Severely Errored Second. To determine whether a Transmission Problem exists, Customer shall request and authorize FBL run an intrusive test on the applicable Service, provided an intrusive test shall not be required to the extent FBL has installed equipment capable of a Transmission Problem on an ongoing basis. The Parties will mutually agree upon the timing and the conduction such intrusive test(s).

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

- (i) Unprotected – 99.9%
- (ii) Protected – 99.995%

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.

3.5 Service Outage Credit.

With respect to any Service Outages in excess of the Availability Factors, the Service Outage Credit shall be equal to the following:

Duration of Interruption (hours: minutes: seconds)	Protected % of MRC Due	Unprotected % of MRC Due
00:00:01-00:10:00	No Credit	No Credit
00:10:01-00:30:00	10% of MRC	No Credit
00:30:01-06:00:00	20% of MRC	10% of MRC
06:00:01-18:00:00	30% of MRC	20% of MRC
18:00:01-36:00:00	40% of MRC	40% of MRC
36:01+	50% of MRC	50% of MRC

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 3.6, 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 ANY OTHER CLAIM REGARDING AN FBL SERVICE OR OBLIGATION.**

3.6 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 ten (10) minutes/thirty (30) minutes, respectively, or one (1) Service Outage with a duration of more than thirty-six (36) 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 thirty (30) 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.**

3.7 Bit Error Rate (“BER”). A BER standard of 10⁻¹² shall apply to Services provided entirely on FBL’s Facilities. To determine whether a Service complies with the above BER standards, Customer shall request and authorize FBL run an intrusive test on the applicable Service, provided an intrusive test shall not be required to the extent FBL has installed equipment capable of monitoring BER on an ongoing basis. The Parties will mutually agree upon the timing and the conduction such intrusive test(s). If a Service fails to comply with the above BER standard during such testing period, FBL shall have thirty (30) days to remedy such deficiency. If after thirty (30) days the Service fails to comply with the above BER standard during subsequent testing, standards set forth above, Customer may terminate the affected Service without incurring Early Termination Charge(s) upon providing FBL written notice with thirty (30) days of such subsequent failure to comply with the above BER standards. **CUSTOMER’S RIGHT TO TERMINATE THE AFFECTED SERVICE SHALL BE CUSTOMER’S SOLE AND EXCLUSIVE REMEDY AND FBL’S SOLE AND EXCLUSIVE OBLIGATION FOR FBL’S FAILURE TO COMPLY WITH THE BER STANDARD.**

3.8 Performance Liquidated Damages. THE CUSTOMER REMEDIES LISTED IN SECTIONS 3.5, 3.6, AND 3.7 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 WAVELENGTH PRODUCT RIDER.

SECTION 4 – ANCILLARY FEES

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

- (i) 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%).
- (ii) In the event Customer requests expedited delivery on a Service, Customer shall be responsible for the NRR of such expedite. Expedite Fees are: (i) \$2,500.00 on 10G, and (ii) \$3,500.00 on 100G.