

## Enterprise Dedicated Internet Service Level Agreement

**General.** This SLA describes target network performance and service level metrics for Enterprise Dedicated Internet (EDI) end user services by Farmers Telephone Cooperative Inc and its subsidiary companies. SLA reports are prepared, and appropriate credits are issued within 60 business days of a reported and documented occurrence for any event specifically covered within this SLA. Additional limitations to this SLA are further described below. Your agreement to the terms and conditions of this Agreement, which may be revised from time to time and shall be posted on our website together with such revisions, is effective upon installation of Service, purchase or payment of Service, and/or use or continued use of Service, whichever is earlier. This Agreement, any Addendum to this Agreement, the contract for each Service to which you subscribe, and all applicable policies posted on FTC's web site constitute the entire agreement between you and FTC with respect to your use of the Service. FTC may revise, amend, or modify this Agreement, any Addendum to this Agreement, any Service Terms, and its policies at any time and in any manner. Notice of any revision, amendment, or modification will be provided as stated by establishing an account and using the Service, you agree to be bound by this Agreement, including future revisions.

### 1. EDI Network Availability.

- a) "Network Availability" is the percentage of total minutes during a calendar month that the Services are available to the Customer. Network Availability is calculated as follows:

$$\text{Network Availability\%} = \frac{(\text{Total Minutes in the Month}) - [\text{Sum of Total Outage Minutes}]}{\text{Total Minutes in the Calendar Month}} * 100$$

The Services shall be deemed to be "unavailable" whenever an outage is recorded on a Farmers Telephone Cooperative Inc. trouble ticket classified as "major" or "critical" by Farmers Telephone Cooperative Inc.'s Network Operations Center which results in Customer not having the ability to transmit or receive packets by means of the Services, and "Total Outage Minutes" shall be deemed to be the length of time during which the Services are unavailable to the Customer, as reflected on such trouble tickets. "Total outage minutes" shall not include any outages (i) occurring during scheduled maintenance activities; (ii) attributable to any act or omission of Customer; (iii) attributable to Customer's applications, equipment or facilities; (iv) resulting from reasons of Force Majeure or other causes beyond the reasonable control of Farmers Telephone Cooperative Inc. or (iv) lasting ten minutes or less.

- b) The objective for Network Availability is 99.95 %. For any month in which the objective is not met, Customer may request a credit, which may be applied towards Customer's subsequent monthly invoice(s), equal to 1/30th of the monthly recurring charges for the affected Services (i.e., the portion(s) of the Services directly made unavailable, as a result of the outage(s) in question) for each cumulative hour or portion thereof during which such Services are unavailable to the Customer (subject to the limitations set forth herein). Unavailability and credits will be prorated and paid in 15-minute increments.

## 2. EDI Mean Time to Repair

The objective for Mean Time to Repair is not to exceed four (4) hours. A single repair time is measured from the time the outage is detected or the NOC receives notification from the end user until the location/outage is restored. For any month in which the objective is not met, the customer may request credit for each location

- a) Mean Time to Repair. “Mean Time to Repair” is the monthly average time over any calendar month it takes for Farmers Telephone Cooperative Inc. to resolve any outage problem classified as “major” or “critical” by Farmers Telephone Cooperative Inc.’s Network Operation Center. Mean Time to Repair is calculated as follows:

$$\text{Mean Time to Repair} = (\text{Total Outage Minutes} / \text{Total Outage Occurrences})$$

- b) Mean Time to Repair (MTTR) is defined as the average of all restore times for the month, including remotely fixed and dispatch situations for the month, excluding new installations. Customers may request a credit, which may be applied towards the Customer’s subsequent monthly invoice(s), equal to 1/30th of the monthly recurring charges for each hour over the standard of the affected Services (i.e., the portion(s) of the Services directly made unavailable as a result of the outage(s) in question) per violation. Unavailability and credits will be prorated and paid in 15-minute increments.

**Exclusion:** MTTR statistics will not include any time lost waiting on repair related information from customers or access to customer premises.

## 3. EDI Latency

- a) “Average Latency” is the monthly average round-trip latency from the demarcation point at a “Service Address” to the EDI’s designated portions of Farmers Telephone Cooperative Inc.’s network, determined by measuring Jitter over such portions of the EDIs network during a calendar month.
- b) The objective for Average Latency is to not be greater than 15 milliseconds. For any month in which the objective is not met, Customer may request a credit, which may be applied towards Customer’s monthly invoice, equal to 1/30 MRC of the monthly recurring charges for the Services. Unavailability and credits will be prorated and paid in 15-minute increments.

Network delay will not be considered for purposes of Average Latency, and Service credits will not be available to Customer, in cases where the Services are delayed as a result of (i) the negligence, acts or omissions of Customer, its employees, contractors or agents or its end users; (ii) the failure or malfunction of testing equipment, applications or systems; (iii) circumstances or causes beyond the control of Farmers Telephone Cooperative Inc., including instances of Force Majeure (as defined as including war, riots, embargoes, strikes, or other concerted acts of workers (whether Farmers Telephone Cooperative Inc. or others), casualties or accidents, malicious or criminal acts of third parties, or any other causes or circumstances whether of a similar or dissimilar nature to the foregoing, which prevent or hinder the delivery of the Services); or (iv) scheduled service maintenance, alteration, or implementation. Such credits will be granted only if Customer affords Farmers Telephone Cooperative Inc. full and free access to Customer’s equipment to perform necessary testing, troubleshooting or related activities.

#### **4. EDI Jitter**

- a) “Average Jitter” is the monthly averaged variation in the time between packets arriving, at the demarcation point at a “Service Address” to the EDI’s designated portions of Farmers Telephone Cooperative Inc.’s network, determined by measuring Jitter over such portions of the EDI’s network during a calendar month..
- b) The objective for Average Jitter is to not be greater than 15 milliseconds. For any month in which the objective is not met, Customer may request a credit, which may be applied towards Customer’s monthly invoice, equal to 1/30 MRC of the monthly recurring charges for the Services. Unavailability and credits will be prorated and paid in 15-minute increment

Service credits will not be available to Customer, in cases where the Services are delayed as a result of (i) the negligence, acts or omissions of Customer, its employees, contractors or agents or its end users; (ii) the failure or malfunction of testing equipment, applications or systems; (iii) circumstances or causes beyond the control of Farmers Telephone Cooperative Inc., including instances of Force Majeure (as defined as including war, riots, embargoes, strikes, or other concerted acts of workers (whether Farmers Telephone Cooperative Inc. or others), casualties or accidents, malicious or criminal acts of third parties, or any other causes or circumstances whether of a similar or dissimilar nature to the foregoing, which prevent or hinder the delivery of the Services); or (iv) scheduled service maintenance, alteration, or implementation. Such credits will be granted only if Customer affords Farmers Telephone Cooperative Inc. full and free access to Customer’s equipment to perform necessary testing, troubleshooting or related activities.

#### **5. EDI Packet Delivery**

- a) “Average EDI Packet Delivery” is measured as the percent of packets delivered from the demarcation point of the “Service Address” to the EDI’s designated portions of Farmers Telephone Cooperative Inc.’s network, during a calendar month.
- b) The objective for Packet Delivery is to be greater than 99% of packets delivered within a 30-day period. For any month in which the objective is not met, Customer may request a credit, which may be applied towards Customer’s monthly invoice, equal to 1/30 MRC of the monthly recurring charges for the Services. Unavailability and credits will be prorated and paid in 15-minute increment.

Service credits will not be available to Customer, in cases where the Services are delayed as a result of (i) the negligence, acts or omissions of Customer, its employees, contractors or agents or its end users; (ii) the failure or malfunction of testing equipment, applications or systems; (iii) circumstances or causes beyond the control of Farmers Telephone Cooperative Inc., including instances of Force Majeure (as defined as including war, riots, embargoes, strikes, or other concerted acts of workers (whether Farmers Telephone Cooperative Inc. or others), casualties or accidents, malicious or criminal acts of third parties, or any other causes or circumstances whether of a similar or dissimilar nature to the foregoing, which prevent or hinder the delivery of the Services); or (iv) scheduled service maintenance, alteration, or implementation. Such credits will be granted only if Customer affords Farmers Telephone Cooperative Inc. full and free access to Customer’s equipment to perform necessary testing, troubleshooting or related activities

#### **6. EDI Outage Notification**

- a) “Outage Notification Period” is measured from the time the outage is detected or the NOC receives notification from the end user until the location/outage is restored. For priority accounts the objective is to provide status updates to the customer on the approximate hour every hour of

an identified outage. Outage identification is determined by the opening of trouble tickets which are classified as “Major” or “Critical” by Farmers Telephone Cooperative Inc. Network Operations Center which results in customer not having the ability to transmit IP packets, packet loss of 1% or more or latency greater than 15milliseconds across the EDI.

- b) For any month in which the objective is not met as averaged over trouble tickets within a calendar month, Customer may request a credit, which may be applied towards Customer’s monthly invoice, equal to 1/30 MRC of the monthly recurring charges for the Services. Unavailability and credits will be prorated and paid in 15-minute increment.
- c) Service credits will not be available to Customer, in cases where the Services are delayed as a result of (i) the negligence, acts or omissions of Customer, its employees, contractors or agents or its end users; (ii) the failure or malfunction of testing equipment, applications or systems; (iii) circumstances or causes beyond the control of Farmers Telephone Cooperative Inc., including instances of Force Majeure (as defined as including war, riots, embargoes, strikes, or other concerted acts of workers (whether Farmers Telephone Cooperative Inc. or others), casualties or accidents, malicious or criminal acts of third parties, or any other causes or circumstances whether of a similar or dissimilar nature to the foregoing, which prevent or hinder the delivery of the Services); or (iv) scheduled service maintenance, alteration, or implementation. Such credits will be granted only if Customer affords Farmers Telephone Cooperative Inc. full and free access to Customer’s equipment to perform necessary testing, troubleshooting or related activities

## **7. Chronic Outage and Missed Service Standard**

- a) Chronic Outage and/or Missed Service Standards are measured as three trouble tickets or missed service standards within a calendar month.
- b) In the event the objective for Chronic Outages or Missed Service Standard is exceeded then the affected service will be eligible for an additional 10% credit of the monthly recurring charge upon customer request.

## **8. Alternate EDIs (Backup or Redundant Connection)**

- a) The Service Level Agreements for Alternate EDIs have the same measurements and credits as those provided for EDIs.