

FPUAnet Communications Dark Fiber Link (DFL) Service Level Agreement (SLA)

1. SERVICE DEFINITION

“Dark Fiber Link” (DFL) service is a dedicated fiber or fibers creating a communications pathway between two Demarcations via FPUA’s optical fiber and Network facilities. You may not use the DFL to provide communication services to other parties or government agencies, except as specifically authorized in the Sales Order. The location and specifications of a DFL are defined in the Sales Order.

2. SERVICE LEVEL AGREEMENT (SLA)

(A) SLA Terms and Conditions

Dark Fiber Links (DFLs) are single fiber paths from one point to another. As single paths, they have no automatic failover or redundancy. Since DFLs do not include FPUA-provided electronic equipment, these links are not monitored or Network-managed by FPUA, unlike other FPUAnet services. Therefore, the SLA for DFL service is limited to the parameters described below.

If FPUA fails to meet any of the service levels defined in this section, your sole remedies shall be for FPUA to use commercially reasonable efforts to correct the deficiencies, for you to terminate the Service in accordance with FPUAnet Communications Dark Fiber Link (DFL) Service Agreement section 6.(B), and for FPUA to credit your account, as appropriate, based on SLA Guarantee details below.

The SLA Guarantee credits do not apply for failures (i) occurring during scheduled maintenance or configuration events; (ii) attributable to any application, equipment, system, act or omission of you, your employees, contractors, agents or end users; (iii) caused by Force Majeure or other causes beyond the reasonable control of FPUA; (iv) in which testing or repairs are delayed due to insufficient access to equipment in your premises; or (v) of four hours or less in duration.

In case of an SLA failure, you must first make sure the problem is not with your network or equipment. Then, notify FPUA through the Network Support section at www.fpuanet.com. Website notification is best, but if you are unable to use the website, you may call FPUA’s Network Support line to request a trouble ticket be issued to verify and correct the issue. FPUA reserves the right to charge reasonable fees for repeated false alarms.

You must submit your request for credit within 30 days after the service failure

event. The request must include your account number, service address, contact information, description and date of the incident, FPUA trouble ticket number, amount of credit requested, and your calculations. The total of all SLA credits shall not exceed the monthly rate for the portion of your service affected. Mail the request to:

Fort Pierce Utilities Authority
FPUAnet Communications Division
PO Box 3191
Fort Pierce, FL 34948

The credit should be applied to your account within two billing cycles.

FPUA may update this SLA from time to time, and will publish the current version on the above website. FPUA will also announce such revisions by email to a list it maintains for this purpose. You are responsible for submitting your email address to this list at www.fpuanet.com/policies.html on our website, and for updating your email address if it changes. Agreement updates are effective 30 days after their publish dates. If you do not agree to any future revisions of this Agreement, and you have a current Sales Order, you may notify FPUA in writing within 30 days after the notice of revision. If you have thus notified FPUA and have a current Sales Order that has been executed prior to the revision date, the revision to which you have reported objection will not apply for the duration of the current term of your Sales Order. In the absence of your notification under a current Sales Order, your continued use of this Service following the posting of any revisions to this Agreement constitutes your acceptance of those revisions.

(B) DFL Interruptions in Service Guarantee

If your DFL service becomes interrupted for any reason other than the exclusions defined for a period in excess of four hours, you will be granted a service credit. This service credit will be the your sole and exclusive remedy in the case of a service interruption, and will be calculated as 1/760th of the monthly rate for the affected service for each hour that the interruption continues.

(C) Mean Time to Repair (MTR)

MTR is a monthly measure, and the FPUAnet standard is four hours or less. MTR is defined as (total outages minutes) / (number of outages). No credits are associated with MTR.

(D) Signal Loss Guarantee

The signal loss on each fiber of the DFL, as tested from one Demarcation point to the other, using standard OTDR (Optical Time Domain Reflectometer) test equipment set for a test wavelength of 1310 nm (nanometers), shall not exceed the dB (decibel) limit specified on the Sales Order. If the signal loss of your DFL service exceeds this limit for any reason other than a service interruption (see section 3.(D) below) or one of the exclusions above for a period in excess of 48 hours, you may be granted a service credit. This service credit will be your sole

and exclusive remedy in the case of excessive signal loss, and will be calculated as 20% of the monthly rate for the portion of your service affected.

Revised 8-25-2014 by 6146/6600