

FPUAnet Communications Dedicated Internet Access (DIA) Service Level Agreement (SLA)

1. SERVICE DEFINITION

“Dedicated Internet Access” (DIA), also called Dedicated Fiber Internet Access (DFIA), service provides high quality Internet access with dedicated bandwidth, for commercial and general use, on the FPUAnet Network, which is operated seven days per week, twenty-four hours per day. The location and specifications of a DIA are defined in the Sales Order.

2. SERVICE LEVEL AGREEMENT (SLA)

(A) SLA Terms and Conditions

FPUA has built the highly efficient FPUAnet fiber optic Network, which is designed for 100% uptime and minimal delays (latency). To achieve such reliability, FPUA has more than one upstream connection to the Internet backbone, with automatic failover. This means that, if one uplink fails, the traffic is automatically re-routed through another path. The failover process typically takes only a few seconds. In some rare circumstances, the failover path may provide less overall capacity than the primary path, possibly resulting in temporary congestion. In such a case, our network equipment is configured to indiscriminately distribute the available capacity in proportion to the defined bandwidth of each affected service. When the original uplink is restored, the traffic automatically changes back to the original path.

In addition, devices on the FPUAnet Network are monitored constantly, seven days per week, twenty-four hours per day.

This robust design of the FPUAnet Network allows FPUA to guarantee service levels. 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 the Corresponding Service Agreement, 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, as defined in the Service Agreement for this Service; (iv) in which testing or

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repairs are delayed due to insufficient access to equipment in your premises; or (v) of four minutes or less in duration.

In case of an SLA failure, you must first make sure the problem is not with your network. You can normally verify this with a simple ping test to the FPUAnet gateway, currently numbered 192.55.250.1. 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 Dispatch desk at 772-466-1600, ext. 6209 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) Internet Availability SLA Guarantee

- i. Minimum Service availability is guaranteed to be:
 - 99.99% Internet Availability (also called Internet Uptime)
- ii. Service Availability is expressed as a monthly percentage, calculated as:
(minutes in the month – total unavailable minutes) / minutes in the month
- iii. Service is considered unavailable whenever an outage is recorded by FPUA. An outage means that one or both of two conditions are occurring:

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- FPUA's switch (or other device), containing the port used to hand off your service at your premise, is unable to obtain ping returns from Internet Protocol addressed devices on the public Internet.
 - FPUA's switch (or other device), containing the port used to hand off your service at your premise, does not return pings from other devices on the public Internet.
- iv. If FPUA fails to meet this service level, you will receive a credit on your account, calculated as the sum of:
- 10% of your monthly rate for the portion of your service affected, and
 - 100% minus Internet Availability [from section 2(B)ii], rounded to a whole number percent, such as, for example:
100% - 98.3% = 1.7%, rounded to 2%.

(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) Latency SLA Guarantee

Latency is the time between a ping request and receipt of the associated reply, expressed in milliseconds. If the monthly average latency between the FPUAnet gateway and the FPUAnet device in your premise exceeds 10 milliseconds, then you may receive a credit of 10% of your monthly rate for the portion of your service affected. For specialized applications requiring very low latency, such as voice traffic, FPUA offers, at additional cost, customized Quality of Service (QoS) configuration. If needed, such traffic is prioritized ahead of other data, to avoid such symptoms as voice jitter.

(E) Packet Loss SLA Guarantee

If the monthly average packet loss, at the port through which FPUA provides your service, exceeds 0.5%, then you may receive a credit of 3% of your monthly rate for the portion of your service affected.

(F) Bandwidth SLA Guarantee

- i. The bandwidth, or data transmission speed, provided to you, from the port through which FPUA provides your service to the Internet, is defined in your FPUAnet Sales Order. However, when you connect to a site on the Internet, the speed experienced may be further limited by that site's connection speed and equipment, as well as by pathways over the Internet itself. Therefore, FPUA reserves the right to specify the test sites used, and to monitor the process for meaningful bandwidth testing. FPUA further reserves the right to charge reasonable fees for testing at your site, if the testing shows no deficiency in bandwidth.
- ii. Testing to verify bandwidth performance may be done by sampling speeds at regular intervals for a period or periods of time.

- iii. The bandwidth provided by FPUA to you is guaranteed to be at least 90% of the defined bandwidth, for at least 90% of the time during which Service is available each month. If the bandwidth provided does not meet this standard, you may receive a credit of 10% of your monthly rate for the portion of your service affected.

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