

FPUAnet Communications Wireless Broadband Internet (WBI) Service Level Agreement (SLA)

1. SERVICE DEFINITION

“Wireless Broadband Internet” (WBI) service will enable communication with websites and other resources on the worldwide web, the public Internet, by way of the FPUAnet Network, which is operated seven days per week, twenty-four hours per day. The specifications of a WBI service are defined in the Sales Order.

2. SERVICE LEVEL AGREEMENT (SLA)

(A) SLA Terms and Conditions

FPUA has built its highly efficient FPUAnet fiber optic and wireless 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, and, wherever practical, more than one downstream connection to each Customer Demarcation, each with automatic failover. In most cases, any failure of one pathway results only in an automatic, temporary re-routing of the signal.

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 repairs are delayed due to insufficient access to equipment in your premises; or (v) of 40 minutes or less in duration.

In case of an SLA failure, you must first make sure the problem is not with your network or equipment. You can normally verify this with simple ping testing 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

Signed or Initialed (optional): for Customer _____ for FPUA _____ Date: _____
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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 will normally be applied to your account within two billing cycles.

(B) FPUAnet Network Availability SLA Guarantee

- i. Minimum Service availability is guaranteed to be:
 - 99.5% Service Availability (also called Service 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:
 - FPUA's access point (or other device), including the antenna used to hand off your service, is unable to obtain ping returns from Internet Protocol addressed devices on the public Internet.
 - FPUA's access point (or other device), including the antenna used to hand off your service, does not return pings from other devices on the FPUAnet Network.
- 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 Service Availability [from section 2(B) ii], rounded to a whole number percent, such as, for example:
 $100\% - 91.9\% = 8.1\%$, rounded to 8%.

(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 55 milliseconds, then

you may receive a credit of 10% of your monthly rate for the portion of your service affected.

(E) Packet Loss SLA Guarantee

If the monthly average packet loss, at the port through which FPUA provides your service, exceeds 0.67%, then you may receive a credit of 1% 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, between 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 67% 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 5% of your monthly rate for the portion of your service affected.

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