

## PREMIER COMMUNICATIONS

### Service Level Agreement – Business and Enterprise Contract Customers

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This Service Level Agreement (“SLA”) governs business and enterprise Internet, IP/Ethernet, IP video and/or other data communications service (“Service”) provided to you by Mutual Telephone Company of Sioux Center, Iowa d/b/a Premier Communications (together with any subsidiaries or affiliates providing your Service, hereafter “we” “us” or “Company”) and includes the following terms and provisions as the same may be amended or modified from time to time as provided herein. This SLA is incorporated into your Service Contract. The terms and provisions of this SLA are without limitation of any rights to suspend or terminate Service that Company otherwise possesses under your Service Contract, our Acceptable Use Policy, our Service Specific Terms and Conditions or applicable law.

**1. Service Package.** The pricing, location(s), speed and other features of your Service shall be as set forth in the Service Package identified in your Service Contract.

**2. Service Level Coverage Boundary.** This SLA covers only those Services provided by us on the Premier Network. For purposes of this SLA, the “Premier Network” means the infrastructure and/or facilities that are under our direct control. The Premier Network excludes the Internet beyond the Premier Network, any other public or private networks, servers, or components not within the Premier Network and all customer premises equipment, except to the extent any such equipment has been supplied and installed by us and is under our direct control. All service level targets refer exclusively to performance of Service on the Premier Network.

**3. Service Level Targets.** All Services are provided on a “best efforts” basis, meaning we do not guarantee that 100% of data will be delivered across the network. Actual Service or network performance may vary based on a number of factors including, but not limited to (a) variances in network usage; (b) the capabilities and capacities of your computers and/or local area network (LAN) devices such as wireless routers; (c) latency (i.e., the time delay in transmitting or receiving packets as impacted in significant part by the distance between points of transmission); (d) the performance of the content and application providers you are accessing, such as a search engine or video streaming site; and (e) performance characteristics of transmissions over portions of the Internet beyond the Premier Network. Under ordinary (non-emergency) conditions, business and enterprise Service on the Premier Network is configured to meet or exceed the following service level targets:

- Network Availability: 99%
- Committed Information Rate: 100%
- Network Latency: <100ms round trip between a circuit’s points of termination
- Response: Priority response in the event of a problem, not to exceed 1 business day

**Maintenance.** Scheduled windows for disruptive network or Service maintenance will be limited to 12:00 a.m. – 5:00 a.m. on any day, with a requirement of two (2) business day notice to customer prior to maintenance. We will provide notification of such disruptive maintenance to customer’s technical contact(s), as listed on your Service Contract. Once notice is sent to customer, this will be considered “scheduled maintenance,” and Service targets will not apply during scheduled maintenance. In addition to scheduled maintenance, we reserve the right to perform emergency network or Service maintenance as needed outside of the scheduled maintenance window, in which case we will make a reasonable effort to notify the customer if feasible under the circumstances. Any such maintenance will be considered “emergency maintenance,” and Service targets will not apply during emergency maintenance. Customer is responsible for maintaining and updating an accurate contact list with the Company. We are not responsible for maintenance notifications or other communications missed due to inaccurate or out-of-date contact information.

**Service Response.** In the event of a Service affecting condition resulting in performance of the Premier Network outside of the parameters set forth in this SLA, we will commence commercially reasonable efforts to repair the affected Service to working condition within 1 business day of the trouble being reported and a trouble ticket being opened.

**Service Credits.** Performance targets and Service credits do not apply to performance outside of the Premier Network. In the event of a Service affecting condition resulting in performance of the Premier Network outside

of the parameters set forth in this SLA, Service credits may apply, subject to the following performance and credit criteria:

- Availability of the Premier Network will be measured based on the number of minutes that the Premier Network was unavailable under ordinary (non-emergency) conditions, excluding for purposes of the availability calculation any scheduled periods of maintenance or upgrades. If we determine that the Premier Network is/was unavailable for one (1) or more cumulative hours during any calendar month, we will, upon your request, credit your next monthly invoice the prorated charges of one (1) day of the applicable Service fee for each cumulative hour of unavailability, up to a maximum credit of seven (7) days per affected month.
- If the subscribed bandwidth throughput is not met under ordinary (non-emergency) conditions, we will have 5 days after the trouble is reported and trouble ticket is created to restore the throughput to subscribed levels. If we are unable to restore bandwidth throughput to the subscribed levels, you may elect to downgrade without penalties to the Service bandwidth rate that is being received, and we will, upon your request, credit your next monthly invoice the prorated difference between the applicable Service fee for your subscribed package and the Service fee for the downgraded package, up to a maximum credit of seven (7) days per affected month.
- If latency targets are not met under ordinary (non-emergency) conditions within a calendar month, we will, upon your request, credit your next monthly invoice the prorated charges of one (1) day of the affected Service fee for each day the latency target was not met, up to a maximum credit of seven (7) days per affected month.

**4. Performance Verification.** The Company will be the sole party to verify whether network and Service performance meet the performance targets set forth herein. To ensure accurate testing, all performance verifications will be measured from the customer network interface to our test server. The customer network may be disconnected during the test to ensure that customer traffic does not affect the verification results. As a condition of this SLA, customer must cooperate with the Company's reasonable performance testing and verification activities. The Company reserves the right to refuse testing if customer fails to reasonably cooperate or if the Company deems a testing request to be frivolous, excessive or abusive.

**5. Customer Responsibilities.** In order to receive any Service credits, a customer must immediately contact Premier Customer Support to report the Service affecting event and open a trouble ticket. Once a trouble ticket has been opened, we will initiate diagnostic testing and isolation activities to determine the source and severity of the Service affecting condition and make all efforts to restore the Service to target levels in accordance with this SLA. Customer must at all times cooperate in testing, determining and verifying that a qualifying Service affecting event has occurred. The calculation for the period of time a Service affecting event is experienced commences when a trouble ticket is opened. To request Service credits under this SLA, you must contact Premier Customer Support and submit a refund request within 10 business days of receiving the invoice for the affected Service period.

**6. Limitations on SLA Credits.** This SLA applies to customers in good standing (paid current). Customers with delinquent accounts or past due balances do not qualify for Service credits or priority response. Unavailability does not include Service affecting events of less than one (1) hour. Credits will not be issued under this SLA for unavailability, reduced bandwidth throughput, increased latency and/or other Service affecting events resulting from (a) scheduled or emergency maintenance or upgrades to the Premier Network (b) failure or deficient performance of services, facilities or equipment not provided by us, (c) delays, outages or deficiencies requested by customer or caused by customer or any user, (d) failure to adhere to our required or recommended Service configurations, (e) failure or deficient performance of customer equipment, facilities or applications, or (f) force majeure events such as (but not limited to) acts of God, pandemic, epidemic or similar outbreak of infectious disease, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions other occurrences beyond our reasonable control.

**7. Disclaimer of Other Warranties.** EXCEPT AS SET FORTH IN THIS SLA, WE MAKE NO WARRANTIES WITH RESPECT TO ANY SERVICE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES CONCERNING THE SPECIFIC FUNCTION OF SERVICE, OR ITS RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR SPECIFIC NEEDS. TO THE EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF SATISFACTORY QUALITY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**8. Limitation of Remedies.** TO THE EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ANY CLAIM ARISING UNDER THIS SLA, INCLUDING FOR ANY EXPRESS OR IMPLIED WARRANTIES, IS LIMITED TO SERVICE CREDITS OR ALTERNATIVE PERFORMANCE REMEDIES AS SPECIFIED HEREIN, NOT TO EXCEED THE AMOUNT YOU PAID US FOR THE SERVICE WE PROVIDED, WHETHER SUCH CLAIM OR REMEDY IS SOUGHT IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. TO THE EXTENT PERMITTED BY LAW, WE SHALL NOT BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR TREBLED OR ENHANCED DAMAGES, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, LOST SAVINGS, LOST BUSINESS, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER SUCH DAMAGES ARE CLAIMED FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.