

Hawkeye Telephone Company & Hawkeye Interconnect Company, LLC Business Class Broadband Service Level Agreement

Hawkeye Telephone Company and Hawkeye Interconnect Company, LLC (collectively referred to herein as HTC) provide the following Service Level Agreement to customers subscribing to its business-class broadband services (“Business Services”):

Summary of Service Levels

- Network Availability: 99%
- Committed Information Rate: 100%
- Network Latency: <50ms round trip from Customer Demarcation Point to Edge of HTC Network
- Response: Priority response in the event of a problem never to exceed 1 business day

Disclaimer of Warranties

Other than as expressly set out in this Service Level Agreement, HTC makes no warranties with respect to any Business Service, express or implied, including any warranties concerning the specific function of the underlying services or equipment, or their reliability, availability, or ability to meet a customer’s specific needs. To the extent permitted by law, HTC expressly disclaims all implied warranties, including but not limited to implied warranties of satisfactory quality, non-infringement, merchantability, and fitness for a particular purpose.

Service Level Coverage Boundary

This Service Level Agreement covers only those Business Services provided by HTC on the “HTC Network”. For purposes of this Service Level Agreement, the HTC Network means the infrastructure and/or facilities that are under HTC’s direct control including CPE provided by HTC intended for installation on exterior customer premises. The HTC Network excludes all other equipment, whether provided by HTC or the customer, the Internet beyond the HTC Network, and any other public or private networks, servers, or components not within the HTC Network. To facilitate service level monitoring and verification, HTC maintains a test server (“Test Server”) at the outer boundary of the regional network. All performance measurements and references to Test Server shall mean the server at the boundary of each regional network.

Performance Verification

HTC will be the sole party to verify whether Business Service meets the performance levels and specifications set forth herein. To ensure accurate testing, all performance verifications will be measured from the customer Network Interface to the Test Server. The customer LAN will be disconnected during the test to ensure that customer traffic does not affect the verification results. As a condition of this Service Level Agreement, customer must cooperate with HTC’s reasonable performance testing and verification activities.

Network Availability

For purposes of this Service Level Agreement, “Unavailability” means the total inability to transfer data from the Network Interface to a known operational IP address on a public network. A period of Unavailability commences when a trouble ticket is opened with HTC Support and HTC confirms the Unavailability. HTC’s goal is to ensure that the HTC Network will be available 99.99% of the time. HTC’s Network performance will be measured based on the number of minutes that the HTC Network was Unavailable, excluding for purposes of the availability calculation (a) scheduled or unscheduled downtime for urgent or emergency maintenance or upgrades of up to two (2) hours per monthly billing period, and (b) scheduled downtime for non-urgent maintenance or upgrades of up to three (3) hours per monthly billing period. Other exceptions to Unavailability are specified in *Terms and Conditions* below. If HTC determines that the HTC Network is Unavailable for one (1) or more cumulative hours during any calendar month, HTC, upon the customer’s request, will credit the customer’s next monthly invoice the prorated charges of one (1) day of the HTC bandwidth service fee for each cumulative hour of Unavailability, up to a maximum credit of seven (7) days per month.

Committed Information Rate

HTC strives to offer 100% committed information rates (CIR) for Business Services. Each Business Service will be configured and provisioned to operate to the full CIR specified for the product. The HTC Network is engineered to

ensure that even during peak network load, the service will be capable of transmitting or receiving network traffic (IP packets including data and packet overhead) within a 10% maximum variance of the CIR as averaged over a calendar month. Throughput is measured as the average of 5 test samples taken directly from the HTC interface (not within the customer LAN) to the Test Server (ask support for details). Committed Information Rate does not apply to performance outside of the HTC Network. If the subscribed bandwidth throughput is not met, HTC will have 5 days to restore the throughput to specification. If HTC is unable to restore bandwidth throughput to the subscribed level, the customer may elect (a) to cancel the service without early termination fees or other penalty by providing HTC with written notice of its desire to cancel, or (b) to downgrade without penalty to the service bandwidth rate that is being received.

Network Latency

Business Services are specified to have Network Latency of 50ms or less within the HTC Network. For purposes of this Service Level Agreement “Network Latency” means the round-trip packet transit time between a customer network interface and the edge of the HTC network as averaged over a 30-day period. If the Network Latency specification is not met within a calendar month, HTC, upon customer’s request, will credit the customer’s next monthly invoice the prorated charges of one (1) day of the affected HTC bandwidth service fee for each day the latency goal was not met, to a maximum credit of seven (7) days per month.

Service Response

In the event of a problem with Business Service resulting in network Unavailability, as defined above, HTC will commence commercially reasonable efforts to repair the affected Business Service to working condition within 1 business day maximum of the outage being reported and a trouble ticket opened.

Terms and Conditions

This Service Level Agreement 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 outages of less than one (1) hour. This Service Level Agreement excludes outages, reduced bandwidth throughput and/or increased latency resulting from (a) scheduled or emergency Network maintenance or upgrades within parameters specified in *Network Availability* above, (b) failure or deficient performance of services, facilities or equipment not provided by HTC, (c) delays, outages or deficiencies requested by customer or caused by customer or any user (d) failure to adhere to HTC recommended service configurations, (e) failure or deficient performance of customer equipment, facilities or applications, or (f) acts of God, civil disorder, natural cataclysm, terrorism, radio frequency interference or blockage or other occurrences beyond the reasonable control of HTC. To request credits under this Service Level Agreement, customers must contact HTC Customer Support at 563-539-2122 within 2 business days of the event.

HTC Business Class Broadband is also subject to HTC FTTH Broadband Terms and Conditions, which are available for review at <https://hawkeyetelephone.com/wp-content/uploads/2021/06/FTTH-Terms-and-Conditions.pdf>.

Limitation of Remedies

To the extent permitted by law, HTC’s total liability for any claim under this Service Level Agreement, including for any express or implied warranties, is limited to service credits or alternative performance remedies as specified herein, not to exceed (individually or in the aggregate) the amount otherwise payable by customer to HTC for the effected services during the applicable monthly billing period, whether such claim or remedy is sought in contract or tort, including negligence, strict liability or otherwise. To the extent permitted by law, HTC shall not be liable to any customer for any consequential, incidental, indirect, punitive, special or trebled or enhanced damages, including, but not limited to lost profits, lost business, or other commercial or economic loss, whether such damages are claimed for breach of contract, negligence or otherwise and whether or not HTC has been advised of the possibility of such damages.