



MIDWEST ENERGY & COMMUNICATIONS

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This Addendum will be attached to and incorporated into the Terms & Conditions of Service Agreement between Midwest Energy & Communications (MEC) and the Customer for MEC.

**1. Service Level Commitments**

Service will meet the minimum performance standards identified in the Technical Standards of Performance table below. In the event a service fails to meet the applicable performance standard, MEC will credit the Customer’s account as applicable based on the Service Credit Schedule below.

Technical Standards of Performance		
Service - Unprotected	Uptime/Availability	Latency
Transport - TDM	>99.95%	<50ms
Transport - Ethernet	>99.95%	<50ms
DIA	>99.95%	<50ms

**2. Credit for Service Interruption**

- a. In the event of an interruption of unprotected on-net service, Customer shall be entitled to a credit as determined by the Service Credit Schedule below. The length of the interruption shall be measured in hours per month and shall be deemed to terminate upon restoration of the affected services. This credit shall be the Customer’s sole and exclusive remedy for any failure by MEC. To receive credit, the Customer must make a written request within forty-five (45) days of the end of the month for which the interruption occurred.

Service Credit Schedule	
Length of Interruption	On-Net MRC Credit Amount
3 - less than 5 hours	10% of MRC
5 - less than 7 hours	30% of MRC
7 - less than 10 hours	50% of MRC
Greater than 10 hours	100% of MRC

- b. Service interruption credit(s) do not apply to outages: (i) caused by the negligence misconduct of the Customer; (ii) during any period in which MEC is denied access to the Customer’s premise if necessary to resolve an outage; (iii) during any unscheduled emergency maintenance or repair; (iv) during any scheduled maintenance or repair; (iv) during any force majeure event.
- c. In no event will service interruption credit(s) in any one month exceed 100% of the monthly recurring charge for that service. For any off-net services in no event will credit to customer exceed any credit MEC receives from an off-net supplier.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date