

Wholesale Network Transport Services and Internet Contract

This Wholesale Network Transport Services and Internet Contract (“Agreement”) is made and entered into on _____, 2024 (the “Effective Date”), by and between _____, with its principal place of business at _____, _____ (“Supplier”), and _____, with its principal place of business at _____, _____ (“Customer” or “Eligible Customer”).

Services

Supplier agrees to provide Customer with wholesale network transport services and internet access (the “Services”) in accordance with the terms and conditions set forth in this Agreement. The Services shall be provided pursuant to the Service Level Agreement attached hereto as Exhibit A.

Term

This Agreement shall commence on the Effective Date and shall continue for a period of _____ (____) months (the “Initial Term”), unless terminated earlier in accordance with the provisions of this Agreement. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive terms of _____ (____) months (each a “Renewal Term”), unless either party provides the other party with written notice of non-renewal at least [insert notice period] days prior to the expiration of the then-current term.

Payment

Customer shall pay Supplier for the Services in accordance with the pricing set forth in Exhibit B quote order, which is attached hereto and incorporated herein by reference. Payment shall be due within [insert payment term] days from the date of invoice. Any amounts not paid when due shall bear interest at the rate of _____ percent (____ %) per annum or the maximum legal rate permitted by law, whichever is lower. In the event of a dispute regarding any invoice, Customer shall promptly notify Supplier in writing, and the parties shall work together in good faith to resolve the dispute.

Confidentiality

During the term of this Agreement and for a period of _____ (____) years thereafter, each party agrees to hold in confidence and not disclose to any third party any confidential or proprietary information of the other party, including without limitation any customer data, pricing information, technical specifications, or business plans, unless required by law or authorized in writing by the disclosing party.

Termination

Either party may terminate this Agreement upon written notice to the other party if the other party materially breaches any provision of this Agreement and fails to cure such breach within _____ (____) days after receipt of written notice of such breach. In addition, either party may terminate this Agreement immediately upon written notice to the other party if the other party becomes insolvent, files a petition for bankruptcy, or has a receiver appointed for all or a substantial portion of its assets.

Miscellaneous

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements between the parties relating to the subject matter hereof. This Agreement may not be amended or modified except in writing signed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho, without giving effect to its conflicts of laws principles. Any disputes arising out of or in connection with this Agreement shall be resolved in accordance with the dispute resolution procedures set forth in Exhibit A.

Quote to Order Form

The parties agree that the Order Form attached hereto as Exhibit C shall constitute an order for the Services to be provided by Supplier to Customer pursuant to this Agreement. The terms and conditions of this Agreement shall be incorporated by reference into the Order Form, and the Order Form shall be subject to acceptance by Supplier.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SUPPLIER: [insert company name]

Insert Customer signature block

By: _____

Name: _____

Title: _____

**PROPOSED FIBER NETWORK
SERVICE LEVEL AGREEMENTS (“SLA”)
FOR OPEN ACCESS PARTNERSHIPS & WHOLESALE**

1. POLICY:

_____ is committed to providing reliable, high-quality Internet services on its IP network. As one indicator of _____s service commitment, _____ provides Service Level Agreements covering these services and performs ongoing measurement of Network Delay Port Installation Intervals, Packet Loss, and Port Availability. If an Eligible Customer experiences performance that does not meet the applicable metric set forth in this SLA, then _____ will issue the Eligible Customer a service credit. All defined terms are set forth in Section 8.

2. COMMITTED NETWORK DELAY:

a. Network Delay Commitment. If the average _____ IP roundtrip Network Delay exceeds the applicable time set forth in the table below, then _____ will provide a Service Credit to the Eligible Customer.

TABLE 1: Committed Network Delay by Customer Port Location

Product	Service Level Agreement	Committed Network Delay	Credit
Fiber Internet	Intra-United States	Less than or equal to 30 ms	3-Day Service Credit
Fixed Wireless	Intra-United States	Less than or equal to 60 ms	3-Day Service Credit

b. Network Delay Credit. If an Eligible Customer believes _____ has failed to meet the Committed Network Delay set forth in the table above, Eligible Customer must contact its _____ representative in writing within 15 business days of the Network Delay metrics being generated for the current period. Upon _____ verification that the actual Network Delay over the measurement period was greater than the Committed Network Delay specified for that region, _____ will issue a Service Credit to the Eligible Customer. The Service Credit will equal the applicable amount set forth in the table above, not to exceed the limits in Section 7. Approved Service Credit(s) will be applied to an Eligible Customer’s invoice during the next billing cycle. Any decision made by _____ concerning this SLA or associated credits will be final, binding, and conclusive, and is within _____’s sole discretion although _____ shall attempt to resolve matters to the reasonable satisfaction of Eligible Customers.

3. COMMITTED PACKET DELIVERY:

a. Packet Delivery Performance Commitment. If the average IP roundtrip Packet Delivery is less than the applicable percentage set forth in the table below, then _____ will provide a Service Credit to the Eligible Customer.

TABLE 2: Committed Packet Delivery

Product	Service Agreement	Level	Commitment	Credit
Fiber Internet	Intra-United States		99.95%	3-Day Service Credit
Fixed Wireless	Intra-United States		99.95%	3-Day Service Credit

b. Packet Delivery Credit. If an Eligible Customer believes _____ has failed to meet its Committed Packet Delivery performance commitment as set forth in subsection 3, table 2. Eligible Customer must contact its _____ representative in writing within 15 business days of the Packet Delivery metrics being generated for the current period. _____ will endeavor to meet commitment levels at 99.99%. Upon _____'s verification that the actual Packet Delivery over the measurement period was greater than the Committed Packet Delivery specified for the region in the table above, _____ will issue a Service Credit to the Eligible Customer. The Service Credit will equal the applicable amount set forth in the table above, not to exceed the limits in Section 7. Approved Service Credit(s) will be applied to an Eligible Customer's Invoice during the next billing cycle. Any decision made by _____ concerning this SLA or associated credits will be final, binding, and conclusive, and is within _____'s sole discretion although _____ shall attempt to resolve matters to the reasonable satisfaction of Eligible Customers.

4. **COMMITTED PORT AVAILABILITY:**

a. Port Availability Commitment. If the average IP Port Availability is less than the applicable amount set forth in the table below, then _____ will provide a Service Credit to the Eligible Customer.

Region	Access	Committed Metric	Outage Time	Service Credit
United States	SPA which refers to _____ Single Point of Access _____	99%	Between 00:04:33 minutes and 00:43:00 minutes	10% Monthly Cost
			Between 00:43:01 minutes and 04:00:00 hours	20% Monthly Cost
			Between 04:01:01 hours and 08:00:00 hours	30% Monthly Cost
			Between 08:01:01 hours and 12:00:00 hours	40% Monthly Cost

			Between 12:00:01 hours and 20:00:00 hours	50% Monthly Cost
			20:00:01 hours or greater	100% monthly Cost

b. Port Availability Credit. If an Eligible Customer believes _____ has failed to meet its Committed Port Availability, Eligible Customer must contact its _____ representative in writing within 15 business days of such failure. Upon _____'s verification that the actual Port Availability over the measurement period was less than the Committed Port Availability, _____ will issue a Service Credit to the Eligible Customer. The Service Credit will equal the applicable amount from the table above for the monthly recurring charges for the affected Port in the applicable month, not to exceed the limits in Section 7. Approved Service Credit(s) will be applied to an Eligible Customer's invoice during the next billing cycle. Any decision made by _____ concerning this SLA or associated credits will be final, binding, and conclusive, and is within _____'s sole discretion.

5. **SERVICE LEVEL DELIVERY MECHANISM(S):**

_____ will use the most effective methods possible to deliver bandwidth from its datacenters or partnering datacenters. This will be in line with industry standards and the subscribed service(s) and the equipment carrier paths required, while not compromising the terms of the service level agreement.

6. **EXCLUSIONS FOR _____ DEDICATED IP SERVICE LEVEL AGREEMENT:**

- a. Exclusions. The IP Dedicated Services SLAs are not valid for:
- i. Customer delays including, but not limited to: (i) acts or omissions by the customer, his agents or vendors; (ii) inaccurate, incomplete or changes to previously accepted orders; (iii) unavailability/faulty customer premises, customer premise equipment (CPE) and/or facilities necessary to install the services; or, (iv) extension of access circuit demarcation point; or,
 - ii. Force majeure events, as defined in the applicable _____ services agreement between the parties; or,
 - iii. Customer's failure to materially comply with its obligations as defined in customer's Agreement for IP Services, including failure to pay valid past-due amounts; order suspensions due to customer's credit worthiness; or,
 - iv. Scheduled standard maintenance window; or,
 - v. _____-operated modems and _____ Domain Name Servers ("DNS"); or,
 - vi. Any components operated by an Internet Service Provider or a network operator other than _____; or,
 - vii. Failure of customer-provided local access within the Intra-United States used to access the IP network; or,

- viii. Failure of customer premise equipment; or,
- ix. Troubles resolved as “No Trouble Found”; or,
- x. Outages less than 240 seconds in duration or time attributed to customer’s delay in responding to _____’s requests for assistance to repair and outage; or,
- xi. Collocation Center Port Availability does not include local access from the Eligible Customer’s hosted/collocated equipment cabinet to other sites outside of the Collocation/Hosting Facility/Internet Center.

b. Amendments. _____ reserves the right to amend the SLA from time to time. All Amendments shall be in writing.

7. MAXIMUM SERVICE CREDITS:

a. Monthly Service Credit. Service Credits issued in any month under any SLA will not exceed Eligible Customer’s total monthly recurring charges for the affected _____ IP Dedicated Port(s).

b. Yearly Service Credit. The combined cumulative total of Service Credits issued during a Contract Year under these SLAs customarily will not exceed 20% of an Eligible Customer’s total monthly recurring charges for all _____ IP Dedicated Port(s) invoices during the Contract Year. To the extent these Service Credits exceed 20% of an Eligible Customer’s total monthly recurring charges for all _____ IP Dedicated Port(s) invoices during the Contract Year, _____ will give due consideration as to what amount is equitable for Eligible Customers.

8. DEFINITIONS:

a. As Scheduled- means the scheduled date as determined to by the _____ representative.

b. AV Interval- means the actual number of days between _____ placing the order for the local access with the access vendor and _____’s acceptance of the local access from the access vendor. Customarily, this will be between 3-7 days.

c. BMAN- Broadband Metropolitan Area Network

d. Contract Year- means the 12-month billing period commencing on the first day of the month after the customer’s _____ IP services agreement is effective and each successive 12-month billing period.

e. Eligible Customer- means any customer who has purchased _____ Services on or after _____, 2024, with a minimum 1 year commitment (or an existing _____ IP Services customer that renews its existing agreement for an additional term of 1 year or longer), is in full

compliance with the terms of its _____ IP services agreement, and is not blocking ICMP traffic.

f. Measurement Period- means a calendar month.

g. Network Delay- means the average time in the Measurement Period for data traffic to be transmitted between all applicable _____ Access Nodes.

h. No Trouble Found- means a _____ customer reports a problem that cannot be duplicated by _____. For example, Customer reports an out-of-service condition, but _____ sees its service up and active with no evidence of a recent outage.

i. Packet Loss- means the average percentage of packets in the Measurement Period that are dropped between applicable _____ Access Nodes.

j. Port- means a customer's physical entrance to, and/or exit from, the IP Network.

k. Port Availability- means the percentage of time in a month the _____ Network was available to the customer.

l. Port Installation Interval- means the total number of business days between days between the operational order entry data of a _____ order, excluding network design and order preparation time, and the date the applicable IP Port is installed and available for use, as solely determined by _____. _____ will endeavor to complete such work within 10 days.

m. _____ Access Node- means _____ points of presence connected by long-distance fiber lines that collectively form _____'s IP Network.

n. Collocation Center- a _____ designed and built collocation and web hosting services center.

o. _____ Provide Access- means _____ coordinates, orders and provisions, installs, and maintains access facilities from end to end for telecommunications service.

9. ADDITIONAL MATTERS:

a. Outage Notification – To the extent practicable, Supplier shall notify Eligible Customers with prompt notice that Supplier has a network outage so that call centers can be notified.

b. Maintenance Notification – Supplier shall notify Eligible Customers 3-7 days in advance if Supplier is affecting network performance for maintenance or other operations reasons.

c. State Locating Network – If there are any underground facilities involved, the Supplier shall subscribe to [DIGLINE Member Utility](#), Idaho's underground locate service.

d. Demarcation Point –The demarcation point may be a Network Interface Device (NID), or an Optical Network Terminal (ONT).