

FIBER NETWORK SERVICE AGREEMENTS FOR OPEN ACCESS PARTNERSHIPS

This agreement (“Agreement”) is entered into as of [insert date] by and between _____, the Fiber Network open access Network Manager (“OANM”), and [insert name of participating ISP] (“ISP”), collectively referred to herein as the “Parties.”

Purpose:

The purpose of this Agreement is to establish the terms and conditions under which OANM will provide ISP with access to the Network in order to offer broadband internet services to end-users (“End-Users”).

Obligations for ISPs to join the Network:

- **Technical Capability:** The ISP should have the technical expertise and equipment to interface with a dedicated Network to Network Interface (NNI) on the Network and shall be required to provide high-quality internet services to customers, in alignment with industry standards for quality and pricing.
- **Financial Stability:** The ISP should have a strong financial standing and be able to invest in the necessary infrastructure to join the open access network. As such prior to execution of this agreement the proposed ISP must provide 2 years of audit or reviewed financials.
- **Compliance with Regulations:** The ISP must adhere to local, state, and federal regulations regarding internet services and telecommunications.
- **Customer Service:** The ISP should have a track record of providing excellent customer service and support. Additionally local support representatives must reside within 1 hour of the Network service area.
- **In line with this requirement the proposed ISP must supply a copy of their terms and conditions as it relates to their end-users. The ISP’s terms and conditions must be in alignment with a community and customer focused business model. (See proposed Customer Commitment to the End-User)**
- **Business Plan:** The ISP shall provide a solid business plan that outlines their strategy for growth, sustainability, and marketing.
- **Fair Pricing:** The ISP should offer fair and reasonable pricing for their internet services. All ISPs wishing to participate in the BFN must participate in the Affordable Connectivity Program (ACP) and should offer connections which allow for connectivity at all socio-economic levels.

- **Commitment to Open Access:** The ISP should be committed to the principles of open access and be willing to work collaboratively with other providers on the network.
- **Network Security:** The ISP must have appropriate security measures in place to protect the network from cyber threats, attacks, and general abuse.
- **Quality of Service:** The ISP should be able to guarantee a certain level of quality of service for their customers. This must be provided in writing as it will be published online. Applicable federal standards of 100Mbps/20Mbps should be upheld on the network.
- **Capacity:** The ISP should have the capacity to expand their services as demand grows and new customers join the network.

Services:

OANM shall provide ISP with non-exclusive access to the Network in order for the ISP to provide broadband internet services to End-Users within the geographic area covered by the Network.

Fees:

ISP shall pay OANM the fees as agreed upon between the Parties for the use of Network Access. OANM shall provide ISP with a pricing exhibit and corresponding invoice for the fees, and such fees shall be due within 30 days of the date of the invoice. Fees are to be published on partner portal and/or documented on public website.

Quality of Service:

OANM shall provide ISP with access to the Network Access that meets industry-standard quality of service metrics. SEE SAMPLE “FIBER NETWORK SERVICE LEVEL AGREEMENTS (“SLA”) FOR OPEN ACCESS PARTNERSHIPS & WHOLESALE” BELOW.

Use of Network Access:

ISP shall use the Network Access in accordance with all applicable laws and regulations and shall not use the Network Access for any illegal, fraudulent, or abusive purpose. To this end OANM reserves the right to notify ISP of infractions or issues due to the ISP or ISP’s end-user’s action. Concerns which go unaddressed may result in discontinuation of access to the Network for the ISP, end-user, or both parties.

Term and Termination:

This Agreement shall commence on the date of execution and shall continue until terminated by either Party upon 30 days’ minimum prior written notice. In the event of termination, ISP shall immediately cease using Network Access.

Confidentiality:

All information shared between the Parties, including but not limited to pricing, technical specifications, and End-User information, shall be kept confidential and shall not be disclosed to any third party without the prior written consent of the other Party.

Indemnification:

Each Party shall indemnify, defend and hold harmless the other Party, its affiliates, officers, directors, employees, agents, successors and assigns from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or in connection with the other Party's breach of this Agreement.

Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

Entire Agreement:

This Agreement contains the entire agreement between the Parties and supersedes all prior or contemporaneous negotiations, discussions, or agreements, whether written or oral, with respect to the subject matter hereof.

Amendments:

This Agreement may only be amended by a writing signed by both Parties.

In witness whereof, the Parties have executed this Agreement as of the date first above written.

By: _____

Title: _____

Signature: _____

Date: _____

[insert name of participating ISP]

By: _____

Title: _____

Signature: _____

Date: _____

**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 _____’s 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 Level Agreement	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.
- l. _____ Access Node- means _____ points of presence connected by long-distance fiber lines that collective form _____'s IP Network.
- m. Collocation Center- a _____ designed and built collocation and web hosting services center.
- n. _____ Provide Access- means _____ coordinates, orders and provisions, installs, and maintains access facilities from end to end for telecommunications service.

Proposed ISP Commitment to the End-User:

Every ISP participating in the Network should maintain as its minimum the following commitments to its customers.

Network members are required to resolve issues quickly, minimize downtime, and keep their networks operational. Network members are to be committed to communicating scheduled maintenance or unplanned outage updates. They should value end-users as trusted customers and do everything in their ability to ensure their service and communication to be enjoyable.

Minimum Required Support Response:

- Residential and Business Acknowledgement
- 7 Days / Week | 8am – 10pm | Within 1 Hour

Minimum Required Support Service:

- Residential Remote Support or On-Site Visits 7 Days / Week Within 24 to 48 Hour Support Window
- Minimum Required Business Remote Support or On-Site Visit commitment 7 Days / Week Within 4 Hours

Core ISP Infrastructure Expected Response:

- (24/7 On-call Emergency Response) System Outage Resolution: within 1-2 hours