

TELECOMMUNICATIONS VENDOR CONTRACT

NETWORK PERFORMANCE SERVICE LEVEL AGREEMENT

AGREEMENT DATE: January 15, 2025

BETWEEN:

- **CUSTOMER:** Enterprise Solutions Inc. ("Customer")
- **SERVICE PROVIDER:** GlobalConnect Networks ("Provider")

1. SERVICE DESCRIPTION

Provider shall deliver enterprise-grade network connectivity services to Customer including Wide Area Network (WAN) connectivity, Internet access, and MPLS services across all Customer locations as specified in Appendix A.

2. SERVICE PERIOD

This Agreement shall commence on February 1, 2025 and continue for a period of 36 months unless terminated earlier as provided herein.

3. NETWORK PERFORMANCE SERVICE LEVELS

3.1 Network Availability

Provider guarantees network availability of 99.999% ("five nines") measured monthly, which equates to a maximum of 26 seconds of downtime per month. Network availability shall be calculated as follows:

Availability = $\left[\frac{\text{Total Minutes in Month} - \text{Total Downtime Minutes}}{\text{Total Minutes in Month}} \right] \times 100$

3.2 Network Latency

Provider guarantees the following maximum one-way latency performance metrics:

Connection Type	Maximum Latency
Intra-Regional	15 milliseconds
Continental	65 milliseconds
Intercontinental	120 milliseconds

Latency shall be measured as the average round-trip time between Provider's edge devices over a calendar month.

3.3 Packet Loss

Provider guarantees packet loss shall not exceed 0.1% measured monthly between Provider's edge devices.

3.4 Jitter

Provider guarantees jitter shall not exceed 3 milliseconds measured monthly between Provider's edge devices.

4. MEASUREMENT AND REPORTING

4.1 Monitoring Systems

Provider shall maintain network monitoring systems that measure performance metrics defined herein. Customer shall have access to a real-time dashboard showing current network performance and historical data.

4.2 Regular Reporting

Provider shall provide Customer with detailed performance reports on a monthly basis within five (5) business days after the end of each month. Reports shall include:

- Actual availability percentage
- Average, minimum and maximum latency measurements
- Packet loss statistics
- Jitter statistics
- Details of any outages or service degradation incidents

5. SERVICE CREDITS

5.1 Network Availability Credits

Availability	Service Credit (% of Monthly Fee)
99.9% to 99.999%	10%
99.5% to 99.899%	25%
99.0% to 99.499%	50%
Below 99.0%	100%

5.2 Latency, Packet Loss, and Jitter Credits

If Provider fails to meet any of the latency, packet loss, or jitter guarantees, Customer shall be entitled to a service credit of 15% of the monthly fee for each performance metric not met.

5.3 Credit Request Process

Customer must request service credits in writing within thirty (30) days of the publication of the monthly performance report. Credits shall be applied to the next monthly invoice.

6. EXCLUSIONS

The following events shall not be counted as downtime or service degradation:

- Scheduled maintenance performed during standard maintenance windows (Sundays, 2:00 AM to 6:00 AM local time)
- Emergency maintenance with 24-hour advance notice
- Force majeure events
- Issues caused by Customer's applications, equipment, or facilities
- Customer's acts or omissions

7. ESCALATION PROCEDURES

7.1 Incident Severity Levels

Severity	Description	Initial Response Time
Critical	Complete service loss	15 minutes
High	Severe degradation	30 minutes
Medium	Limited degradation	2 hours
Low	Non-service affecting	8 hours

7.2 Escalation Path

Escalation Level	Time Threshold	Contact
Level 1	Immediate	Network Operations Center
Level 2	After 1 hour	Technical Support Manager
Level 3	After 4 hours	Director of Network Services
Level 4	After 8 hours	VP of Operations

8. TERMINATION

If Provider fails to meet any Service Level for three (3) consecutive months, Customer may terminate this Agreement without penalty by providing written notice to Provider.

9. GOVERNANCE AND REVIEW

Representatives from both Customer and Provider shall meet quarterly to review service performance, discuss any issues, and identify opportunities for improvement.

SIGNATURES

FOR CUSTOMER:

Name: Sarah Johnson

Title: Chief Information Officer

Date: January 15, 2025

FOR PROVIDER:

Name: Michael Chen

Title: Vice President of Enterprise Sales

Date: January 15, 2025

APPENDIX A: CUSTOMER LOCATIONS AND SERVICE SPECIFICATIONS

[Details of all customer locations, connection types, and bandwidth requirements would be listed here]