

# Service Level Agreement



A Division of CityLink Fiber Holdings, Inc.

This Service Level Agreement (hereinafter "SLA") is a contract between you, our CUSTOMER, and CityLink Fiber Holdings, Inc., d/b/a CityLink Telecommunications (hereinafter "CityLink"). It specifies the terms of how we deliver our services to you and the money back guarantees if we fail to deliver on the services. CityLink's business is focused on providing high-quality services, with minimal interruption, to help you focus on your business.

This SLA covers the three important factors that help to keep your services working at peak efficiency:

**(1) Physical Infrastructure**

CityLink guarantees that its critical infrastructure, including Cooling, Power and Cable systems will be available 100% percent of the time in a given month, excluding scheduled maintenance and events outside of our control, i.e. "Force Majeure".

**(2) Hardware Components**

CityLink guarantees that all hardware provided and owned by CityLink will be repaired/replaced at no cost to you, and that any such repair/replacement will be performed within 120 minutes of the problem report. All customer purchased/owned hardware is excluded from this provision.

**(3) 100% Network Connectivity and Up-Time**

CityLink guarantees that its network will be available 100% of the time, in a given month, excluding scheduled maintenance and Force Majeure events.

**Physical Infrastructure**

Physical infrastructure includes all power and cooling systems including UPS'S, PDU'S and cabling, but does not include customer provided equipment. Physical infrastructure downtime exists when a element (i.e. server, router, switch) is shut down due to power or heat problems, and is measured from the time the trouble ticket is opened to the time the problem is resolved and service has been restored.

The CityLink Guarantee: CityLink will credit the customer 5% of the monthly fee for each 30 minutes of downtime (up to 100% of customer's monthly fee for the affected service).

**Hardware Components**

CityLink will replace any and all failed hardware components, owned and operated by CityLink, at no cost to the customer. Hardware components are defined as Processor(s), RAM, hard disk(s), motherboards, NIC cards and other related computer hardware included with the infrastructure or network elements of CityLink. This guarantee does not include Customer provided or owned equipment.

Hardware replacement will begin once CityLink identifies the cause of the problem, and is guaranteed to be complete within one hour of problem identification, dependent upon availability.

The CityLink Guarantee: CityLink will credit the customer 5% of the monthly fee per hour of downtime (up to 100% of customer's monthly fee for the affected hardware component), for each hour beyond the first hour from when the cause of the problem has first been identified.

**100% Network Connectivity and Up-Time**

Network uptime includes functioning of all network infrastructure including routers, switches and cabling, but does not include services or software running on your server or on your network in your building. Network downtime exists when you are unable to transmit and receive data, and is measured from the time you open a trouble ticket with CityLink. This guarantee excludes network issues that are outside of CityLink control.

The CityLink Guarantee: CityLink will credit the customer 5% of the monthly fee for each 30 minutes of downtime (up to 100% of customer's monthly fee for the affected service).

**SLA Credit Requests**

To receive an SLA credit, you must contact your account manager at CityLink within fourteen (14) days of the service interruption to request credit, and you cannot have any outstanding balance or overdue invoice with CityLink.

***Nothing in this SLA shall be construed to apply to your clients or customers. The clients or customers of CityLink's customers must work directly with CityLink's customers, and not CityLink itself.***