Wireless Service Level Agreement

Wireless services are delivered using unlicensed or licensed microwave frequencies. The particular type of wireless technology depends on customer requested bandwidth and other requirements. All wireless technologies are subject to the "Effects of Nature", including, but not limited to, weather, solar events, lightning, rain, snow, hail, wind and other natural and man-made events. CityLink engineers its wireless networks to take these Effects of Nature and known man-made interference issues into account, but since CityLink does not have control over Nature or other people, we can not guarantee that the Effects of Nature or future man-made interference will not at some point impact network service. All Effects of Nature and other man-made interference are outside of our control and are considered "Force Majeure" events.

The CityLink Telecommunications SLA covers the three important factors that keep your services working at peek efficiency.

**Physical Infrastructure**
CityLink Telecommunications 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 and emergency maintenance and events outside of our control, "Force Majeure".

**Hardware Components**
CityLink Telecommunications guarantees that all hardware provided and owned by CityLink Telecommunications will be repaired/replaced at no cost to the customer and that any such repair/replacement will be performed within 120 minutes of the problem report, subject to proper safety requirements. All customer purchased/owned hardware is excluded.

**Network Connectivity**
CityLink Telecommunications guarantees that its network will be reliably available in a given month, excluding scheduled/emergency maintenance and Force Majeure events.

**Advantage for the Customer**
A credit of 5% of the monthly fee for each 30 minutes of downtime, up to 100% of the monthly fee for the affected service.

**Advantage for the Customer**
A credit of 5% of the monthly fee per additional hour of downtime, up to 100% of the monthly fee for the affected server.

**Advantage for the Customer**
A credit of 5% of the monthly fee for each 60 minutes of downtime, up to 100% of the monthly fee for the affected service.

**Physical Infrastructure**
CityLink guarantees that its critical infrastructure systems will be available 100% of the time in a given month, excluding scheduled maintenance. Critical infrastructure includes functioning of all Power and Cooling infrastructure including UPS'S, PDU’S and cabling, but does not include customer provided equipment. Infrastructure downtime exists when a particular infrastructure element (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 the infrastructure element is operating normally.

CityLink Telecommunications Guarantee: Upon experiencing downtime, CityLink Telecommunications will credit the customer 5% of the monthly fee for each 60 minutes of downtime (up to 100% of customer's monthly fee for the affected network element).

**Hardware Components**
CityLink guarantees the functioning of all CityLink provided hardware components. CityLink will replace any failed component at no cost to the customer. Hardware is defined as the Processor(s), RAM, hard disk(s), motherboard, NIC card and other related hardware included with the infrastructure or network element. This guarantee excludes any Customer provided or owned hardware.

Hardware replacement will begin once CityLink identifies the cause of the problem. Hardware replacement is guaranteed to be complete within two hours of problem identification.

CityLink Guarantee: In the event that it takes us more than two hours to replace faulty hardware, CityLink will credit the customer 5% of the monthly fee per additional hour of downtime (up to 100% of customer's monthly fee for the affected infrastructure element).

**Network Connectivity**
CityLink Telecommunications guarantees that its network will be reliably available in a given month, excluding scheduled/emergency maintenance, and Force Majeure events. 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 a particular customer is unable to transmit and receive data and is measured from the time a proper trouble ticket is opened. This guarantee excludes network issues that are outside of CityLink direct control.

CityLink Telecommunications Guarantee: Upon experiencing downtime, CityLink Telecommunications will credit the customer 5% of the monthly fee for each 60 minutes of downtime (up to 100% of customer's monthly fee for the affected server).

**SLA Credit Requests**
To receive an SLA credit, the CityLink Telecommunications customer must contact their account manager and be in good standing with CityLink. Customers of our Customers are not covered by our SLA.

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