



Spectrum WiMAX Service Level Agreement (SLA)

Network Availability Guarantee: Broad Sky guarantees that it will provide 100% end-to-end network availability on the Broad Sky Network (as defined in the Master Service Agreement) for passing both voice and data services.

If Broad Sky fails to meet this level of availability, affected Customer will be due a credit upon request. "Monthly Service Unavailability" is defined as the number of minutes in a calendar month during which Customer is unable to pass traffic on the Broad Sky Network due to a complete loss of connectivity. Customer credits will be applied according to the following schedule and will be calculated on the basis of a 30-day month and the monthly recurring fees for the affected services.

Monthly Service Unavailability	Customer Credit
Up to 2 Hours	1 day
More than 2 Hours, Up to 4 Hours	2 days
More than 4 Hours, Up to 8 Hours	5 days
More than 8 Hours	10 days

This will not include unavailability resulting from: (a) Customer's applications, equipment, or facilities; (b) acts or omissions of Customer, or any use or user of the service authorized by Customer; (c) network maintenance; or (d) reasons of Force Majeure (as defined in the Master Service Agreement).

Chronic Outage: A "Chronic Outage" is defined as a service that has had more than 3 outage events each lasting two (2) or more hours within sixty (60) consecutive service days. If a Chronic Outage occurs then Customer may cancel subject service without any early termination liability.

Long Duration Outage: A "Long Duration Outage" is defined as a service that has an outage for more than twelve (12) consecutive hours. If a Long Duration Outage occurs then Customer may cancel subject service without any early termination liability.

The measured unavailable time starts upon notification of an outage by Customer to Broad Sky Customer Support – at 877- 291-9575 or Support@BroadSkyNetworks.net – and the release of the affected service by Customer to Broad Sky for testing and repair. The measured unavailable time ends when the affected service is restored to the performance level prior to the outage. Additional time taken by Customer to perform confirmation testing is not included in the measured unavailable time when the network service has been restored.

Minimum Service Guarantees:

- Latency - 50 milliseconds or less (round trip)
- Jitter – 10 milliseconds or less
- Packet Loss – Less than .05%

These performance guarantees apply to traffic between Broad Sky's core routers and customer premise equipment. Upon Customer request, Broad Sky will calculate the average performance for a calendar month. If Broad Sky fails to comply with these service levels, Customer may request a credit to their account. Credit amounts will be equal to ten percent (10%) of Customer's monthly recurring fees for the affected services.

Installation Interval Guarantee: Broad Sky guarantees that it will deliver Customer's services within the greater of (a) 30 business days from receipt of Customer's executed contract or (b) Customer's requested delivery date. This guarantee does not apply to the following situations: (a) Customer chooses to delay the installation date or change their order after the initial contract is signed; or (b) Customer does not meet Broad Sky credit requirements; or (c) Wireless installation requires FCC licenses to be filed; or (d) delay in roof rights agreements between Broad Sky and building property management. If Broad Sky fails to meet this guarantee, Customer's installation fee will be credited back to the account.

Scheduled Maintenance Notification: Broad Sky will notify Customer of any scheduled maintenance to the Broad Sky Network that will, or has the potential to, affect Customer's service. Broad Sky Customer Support will contact all affected Customers at least 48 hours in advance of the maintenance via email. Normal scheduled maintenance that may affect Customer will be conducted between the hours of 11 p.m. to 6:00 a.m., Tuesday through Saturday. Unscheduled maintenance of an emergency nature may be conducted by Broad Sky without 48 hours advance notice.

Customer Responsibilities: Customers are solely responsible for providing Broad Sky with accurate and complete contact information for their designated points of contact including business phone, mobile phone and email address. Broad Sky will be relieved of its obligations under this Service Level Agreement if the contact information provided by Customer is inaccurate or omitted.

To receive service credits, Customer must report the service outage to Broad Sky Customer Support at 877-291-9575 or Support@BroadSkyNetworks.net. Customer must also request a service credit within 30 days via email to billing@BroadSkyNetworks.net and include their customer number as well as the date and time of the network event. To receive installation credits, Customer must request a service credit within 30 days via email to billing@BroadSkyNetworks.net with their customer number as well as the date of their installation.

Application of Credits: Credits shall be applied within the next two billing periods following the period in which the credits are earned and shall be based on the monthly rates in effect at that time. Credits may not exceed Customer's monthly recurring rates in any calendar month.