

WAVE.BAND Service Level Agreement (SLA)

Technical Support

WAVE.BAND supports and monitors its service up to the Customer Demarcation point 24 hours per day, 7 days a week, 365 days a year. WAVE.BAND Technical Support is available toll-free 24 hours per day. A Customer Ticket is opened when WAVE.BAND monitors a Customer service issue or Customer reports trouble to WAVE.BAND Tech Support ("Ticket Open") by contacting 619-730-3333 or 888-975-4085, dial Option 3.

WAVE.BAND Standard Installation

Customer Standard Installation includes antenna and radios, non-penetrating sled or J-bar antenna mount, up to 200 feet of standard cable weather-sealed, up to 4 hours of labor, run from the antenna to the Customer Demarcation, service turn-up and testing. Non-Standard installations are subject to additional charges. WAVE.BAND owns all equipment that it supplies to the Customer. If service is discontinued for any reason, WAVE.BAND has the right to remove any or all its equipment in a workmanlike manner upon 10 days advance notice. Customer Demarcation is defined as the location where Customer plugs into the WAVE.BAND equipment and is generally located in the Customer equipment room.

Access to Equipment

The Customer agrees to allow personnel of WAVE.BAND and its sub-contractors reasonable access to the Customer's site for the purpose of installing, repairing, and removing the WAVE.BAND equipment and, if necessary, Customer shall obtain appropriate authorization from the landlord.

Performance Guarantee

If WAVE.BAND's network is not performing as stated below, Customer is entitled to a credit. The three components of the WAVE.BAND Service Level Agreement are:

1. Service Availability Guarantee: WAVE.BAND guarantees 99.99% network availability, annualized method.
2. Network Latency: Less than 30ms round trip delay on WAVE.BAND Backbone.
3. Packet Loss: Packet Loss less than 1% on WAVE.BAND Backbone.

Credit for Loss of Connectivity

Unless stated otherwise herein, the Customer's exclusive remedy for loss of connectivity is repair of service and credit for the period of lost connectivity to the Internet. Credits will be paid for loss of connectivity as listed below if the elapsed time from Ticket Open exceeds the following:

- Exceeding 4 hours: 15% of monthly billed site revenue.
- Exceeding 1 day: 25% of monthly-billed site revenue.
- Exceeding 3 days: 50% of monthly billed site revenue.
- Exceeding 5 days: 100% of monthly billed site revenue.

The period of lost connectivity to the Internet shall be determined by records kept by the WAVE.BAND Network Operations Center ("NOC") and based on measurements to the Customer Demarcation. WAVE.BAND will incur no liability and issue no credits due to any causes beyond its reasonable control, including, but not limited to, Acts of God, War, Strikes, electrical storm, hurricane and, if needed, lack of access to its equipment at the Customer Site. All monies owed WAVE.BAND and not in dispute must be paid in full before a credit is applied.

Credits must be requested within 30 days of service outage. The Customer is responsible for providing adequate voltage surge protection with a UPS for the WAVE.BAND router/equipment at the Customer Demarcation