

SERVICE LEVEL AGREEMENT

THIS SERVICE LEVEL AGREEMENT ("SLA") applies to all Service Orders, service tickets and other contracts, agreements and invoices by or between Virtual Citadel Inc., and the affiliates and subsidiaries thereof (collectively, "Virtual Citadel") and its Customers to the extent incorporated herein.

1. Network Availability Commitment for Services.

- i. The parties shall use reasonable efforts to avoid any unnecessary interruptions and, where required, to work with each other to plan and coordinate necessary service and utility interruptions so as to minimize disruptions to Customer Equipment and the Virtual Citadel Data Center. The Virtual Citadel Service Availability Commitment is use commercially reasonable efforts to limit Customer's Service unavailability to less than one consecutive hour in any calendar month. Scheduled Maintenance shall mean any maintenance of Customer's Service (a) of which Customer is notified 24 hours in advance, and (b) that is performed during a standard maintenance window Monday through Sunday 1 AM to 7 AM Eastern Time. Notice of Scheduled Maintenance will be provided to Customer's designated point of contact by a method elected by Virtual Citadel (telephone, email, fax or pager). Unscheduled Maintenance will not be considered Service Unavailability when Customer is notified and agrees to work being performed outside the standard maintenance window.
- ii. The Network Availability Commitment in this section does not cover or apply to: (a) Services activation or any Loss of Service caused by our maintenance of the system or Network; or (b) problems or issues relating to your equipment at the Service Address, including, but not limited to your Local Area Network, your phone equipment (including cables, PBX and associated cards), routine maintenance events, outages or disruptions caused by you either directly or indirectly, interconnections to or from and connectivity within other Local Exchange Carriers' networks (for example, calls to certain numbers or area codes), subsequent voice carriers' networks, interconnections to or from and connectivity within other Internet Service Provider networks, degraded or slow Services, and Force Majeure events. Virtual Citadel reserves the right to change or modify the terms or conditions of the Network Availability Commitment at any time by notice to you.
- iii. Interruptions of 24 hours or less are credited as follows: Less than 15 minutes equals no credit. 15 minutes up to but not including 3 hours equals a five percent (5%) credit. 3 hours up to but not including 6 hours equals a ten percent (10%) credit. 6 hours up to but not including 9 hours equals a fifteen percent (15%) credit. 9 hours up to but not including 12 hours equals twenty percent (20%) credit. 12 hours up to but not including 15 hours equals thirty percent (30%) credit. 15 hours up to but not including 24 hours equals forty percent (40%) credit.
- iv. Where continuous interruptions are over 24 hours but less than 48 hours, the customer shall receive a fifty percent (50%) credit in service. Where interruptions are over 48 hours, charges for the affected services shall be waived for that calendar month. No more than one month's credit in service shall be given in any 30 day period. Cancellation or termination for service interruption is permitted only if any service experiences a single continuous outage of 72 hours. The right to cancel service under this provision applies only to the single service that has been subject to the outage or cumulative service credits that exceed 72 hours in one month. Customer must have documentation of outages or cumulative service credits that exceed 72 hours in one month in order to cancel a service.

2. Credit Limits and Reporting Procedures.

- i. To be eligible for the Network Availability Commitment, you first must notify our Technical Support immediately when you experience a Network outage or Loss of Service. Our Technical Support staff will investigate the reported outage and assign a trouble ticket number. Once assigned, you will be able to view the ticket number and ticket status information online at: hostbill.broadriver.com
- ii. For purposes of determining the duration of a Network outage, a Network outage begins when you notify Technical Support and ends when Virtual Citadel's Technical Support confirms that Services have been re-established. You must request a credit by email to noc@vcitadel.com within 7 days of the end of the calendar month in which the Network outage occurred. Credits do not include any applicable taxes or other governmental charges.
- iii. Your sole and exclusive remedy or recovery for any Loss of Service or Network outages under the Network Availability Commitment or this Contract, or other damages arising out of or related to the unavailability of the Services, shall not exceed the amount of the credit described in this Section, or, if applicable, your right to terminate the Service for which you experienced a covered Network outage. All Network Availability Commitment credit requests are subject to Virtual Citadel's review and verification. You must be current on all payments (i.e. no balance older than 30 days) in order to receive credit under the Network Availability Commitment. Credits will appear within two (2)-billing cycles after credit approval.