

Service Level Agreement

Wireless Services

This Service Level Agreement (“SLA”) is applicable to Lightning Bolt Technologies’ Customers.

Summary of Service Level Targets

- Network Availability: 99.9 %
- Committed Information Rate: As specified per product
- Network Latency: < 50 ms round trip
- Packet Loss: < 1%

Service Level Coverage Boundary

This SLA covers the Wireless Service provided over the LB Tech Wireless Network. The LB Tech Wireless Network means the infrastructure and/or facilities that are under LB Tech Wireless’s direct control. The LB Tech Wireless Network excludes all CPE, whether provided by LB Tech Wireless or the Customer, telco local loops, the Internet beyond the LB Tech Wireless Network, and any other networks, servers, or components not within the LB Tech Wireless Network. See Figure 1.

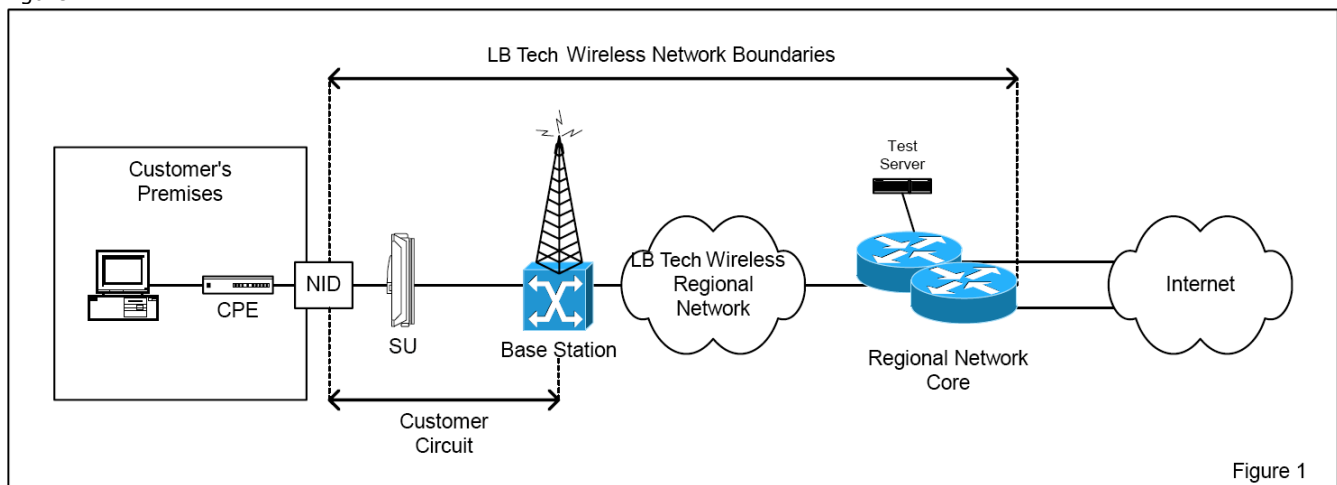


Figure 1

To facilitate service level monitoring and verification, LB Tech Wireless maintains a test server (“**Test Server**”) at the outer boundary of each regional network. All performance measurements and references to Test Server shall mean the server at the boundary of each regional network.

Performance Verification and Measurement

To ensure accurate testing, all performance verifications shall be measured from the Customer/End User Network Interface to the Test Server. The Customer/End User LAN shall be disconnected during the test to ensure that Customer/End User traffic does not affect the verification results.

The SLA and the credits described below are applicable to each LB Tech Wireless Service Circuit.

Network Availability

For this agreement, Unavailability shall mean the total inability to transfer data from the Network Interface to a known operational IP address on a public network, as determined by LB Tech. A period of unavailability commences when a trouble ticket is opened with LB Tech Wireless Support and LB Tech Wireless confirms the Unavailability.

LB Tech Wireless’s goal is ensure that the LB Tech Wireless Network will be available 99.9% of the time. LB Tech Wireless’s Network Availability service level will be measured based on the number of minutes that the LB Tech Wireless Network was unavailable during a calendar month.

If LB Tech Wireless Support determines that the Wireless Service is Unavailable for one (1) or more cumulative hours during

any calendar month, LB Tech, upon the Customer's written request, will credit the Customer's account the prorated charges of one (1) day of the monthly recurring Wireless Service fee for the affected End User Circuit for each cumulative hour of unavailability, up to a maximum credit of seven (7) days per calendar month.

Chronic Outages

A Chronic Outage is considered to have occurred on an End User Circuit if the Wireless Service is Unavailable for more than 48 consecutive hours, or if more than five (5) confirmed outages, each consisting of at least one hour of Unavailability, occur within a 30-day period.

If the Wireless Service has suffered from a Chronic Outage, the Customer may cancel the affected End User Circuit without early termination or other penalty by providing Covad with written notice of its desire to cancel within 30 days of the Chronic Outage condition. Upon verification of the Chronic Outage condition, Covad will cancel the End User Circuit immediately upon receipt of such notice and will credit the Customer with any unused monthly fee related to that End User Circuit for which the Customer has previously been invoiced.

Network Latency

Wireless Service is targeted to have Network Latency of 50ms or less within the Covad Wireless Network. Network Latency means the round trip packet transit time between a Customer/End User network interface and the Test Server as averaged over a 30-day period.

If the Network Latency target is not met within a calendar month, LB Tech Wireless, upon Customer's written request, will credit the Customer's next monthly invoice the prorated charges of one (1) day of the LB Tech Wireless Service monthly recurring fee for the affected End User Circuit for each day the Network Latency target was not met, to a maximum credit of seven (7) days per month.

Packet Loss

Packet Loss means the average percentage of IP packets transmitted between all LB Tech Wireless base stations and the Test Server during a calendar month that are not successfully delivered. Packet Loss on the LB Tech Wireless Network is targeted not to exceed 1% during a calendar month. If the Packet Loss target is not met during a calendar month, LB Tech Wireless, upon Customer's written request, will credit the Customer's next monthly invoice the prorated charges of one (1) day of the LB Tech Wireless Service monthly recurring fee for the affected End User Circuit.

Additional Terms and Conditions

This Service Level Agreement applies to Customers in good standing (paid current). Customers with delinquent accounts or past due balances do not qualify for service credits or priority response.

Unavailability does not include outages of less than one (1) hour. The Service Level Agreement excludes outages, reduced bandwidth throughput and/or increased latency resulting from any of the following:

- (a) LB Tech Wireless Network maintenance,
- (b) an external Internet supplier, service provider or an Internet exchange point,
- (c) acts of omissions of Customer, End Users or an authorized user,
- (d) behavior of Customer equipment, facilities or applications,
- (e) acts of God, civil disorder, natural cataclysm, terrorism, radio frequency interference or blockage or other occurrences beyond the reasonable control of LB Tech Wireless,
- (f) interruptions during periods when End User elects not to release its Wireless Service for testing and/or repair,
- (g) interruptions during any period when End User releases a Wireless Service for maintenance or rearrangement purposes, or for implementation of a Customer order or request,
- (h) interruptions during any period when LB Tech or its agents are not afforded access to the End User premises where Wireless Services are terminated, or
- (i) interruptions not reported to LB Tech or where there is trouble reported, but no trouble found by LB Tech

To request credits under this SLA, Customers should email LB Tech Wireless Customer Support at support@lbtech.com or call (866) 241-9939 within 2 business days of the event. All credits must be requested within this time period or Customer will forfeit the rights to any credits under this SLA.

LB Tech reserves the right to change the SLA in accordance with the provisions contained in Customer's Agreement.