

CITYSOURCED, INC.
SERVICE LEVEL AGREEMENT

Effective Date: May 20, 2014

This CitySourced Service Level Agreement ("SLA") is a policy governing the use of the CitySourced Platform (the "Platform") under the terms of the CitySourced Mobile Application Customer Agreement (the "Agreement") between CitySourced, Inc. ("CS", "us" or "we") and users of CS' services ("you"). This SLA applies separately to each customer account using the Platform. Unless otherwise provided herein, this SLA is subject to the terms of the Agreement and capitalized terms will have the meaning specified in the Agreement. We reserve the right to change the terms of this SLA in accordance with the Agreement.

Service Commitment

CS will use commercially reasonable efforts to make the Platform available with a Monthly Uptime Percentage (defined below) of at least 99.75%, in each case during any monthly billing cycle (the "Service Commitment"). In the event the Platform does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the Platform, as applicable, was in the state of "Unavailable." Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Platform SLA Exclusion (defined below).
- "Unavailable" and "Unavailability" mean:
 - For the Platform, when the Platform is not able to be reached from an internet connected device with working connectivity. This is further defined as either a server response of 503 (HTTP Status Code) or as a lack of a server response at all.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible customer account.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total monthly charges (your annual charges divided by twelve) paid by you for the Platform for the month in which the Unavailability occurred in accordance with the schedule below.

<i>Monthly Uptime Percentage</i>	<i>Service Credit Percentage</i>
Less than 99.75% but equal to or greater than 98.0%	5%
Less than 98.0%	15%

We will apply any Service Credits only against future Platform payments otherwise due from you. Service Credits will not entitle you to any refund or other payment from CS. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Agreement, your sole and exclusive remedy for any unavailability, non-performance, or

other failure by us to provide the Platform is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by opening a case in the CS Support Center. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. the words "SLA Credit Request" in the subject line;
2. the dates and times of each Unavailability incident that you are claiming; and
3. your request logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

Platform SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of the Platform, or any other Platform performance issues: (i) that result from a termination described in Section 3 of the Agreement; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of the Platform's physical location(s); (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (v) that result from any maintenance as provided for pursuant to the Agreement; or (vi) arising from our suspension and termination of your right to use the Platform in accordance with the Agreement (collectively, the "Platform SLA Exclusions"). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.