

EXHIBIT 3

Service Level Agreement and Schedule of Liquidated Damages

All Section references are to Attachment SRV unless otherwise noted

Item #	Requirement	Standard	Liquidated Damages
1	Franchisee shall install operational Structures in compliance with Section 1.2.3	By each of the first four anniversaries of the Effective date, Franchisee shall have installed no fewer than the number of Structures listed in Section 1.2.3. Franchisee shall meet the minimum in each borough independently, and citywide in the aggregate.	Franchisee will be assessed liquidated damages in the amount of \$25 per day for the first 30 days each PCS is not timely installed and operational, escalating to \$50 per day thereafter.
2	Franchisee shall remove each Existing PPT that is not being replaced with a Structure in accordance with Section 1.2.	Franchisee shall remove Structures in accordance with the Existing PPT Replacement Schedule and complete restoration of the sidewalk flags utilizing material to match the adjacent flags in accordance with Section 1.2.8.	Franchisee will be assessed liquidated damages in the amount of \$25 per day for the first 30 days each PCS is not timely removed and restored, escalating to \$50 per day thereafter.
3	The Franchisee shall remove additional PPTs not listed in the Existing PPT Replacement Schedule as directed by the City.	Franchisee shall remove these additional PPTs within 5 business days of Franchisee's receipt of notice by City to the Franchisee.	Franchisee will be assessed Liquidated Damages in the amount of \$50 per day per existing PPT not timely removed after Franchisee's receipt of timely notice from the City for the first two days of noncompliance, escalating to \$100 per day thereafter, provided that the City's requests for such removal, and Franchisee's liability for Liquidated Damages, shall not exceed 10 units per month.
4	Franchisee shall timely correct rejected installations of Structures when the City determines that an installed Structure does not conform to the standards of the Agreement.	Franchisee shall correct these rejected Installations within 7 business days of notice by City to the Franchisee.	In instances where the reason for the rejection is due to factors within CityBridge's control, Franchisee will be assessed damages in the amount of \$50 per day per PCS not timely corrected after receipt of notice from the City, then after two business days not corrected, damages increase to \$100 per day per PCS.

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5	Franchisee will perform repairs, replacement of parts, or removal of the Structure or its components as necessary to ensure public safety in accordance with Section 5.2.3(ix), including removal and replacement of broken glass in accordance with Section 5.2.3(viii).	Within 24 hours of notice, Franchisee shall perform repairs, replacement of parts, or removal of the Structure to ensure compliance with Section 5.2.3(ix). When practicable, within 4 hours of Franchisee learning of broken glass on a PCS, Franchisee will remove and replace such broken glass. In no event will Franchisee take more than 24 hours from the time it learns of broken glass to remove and replace the glass.	Franchisee will be assessed damages in the amount of \$75 per day, per PCS not repaired, replaced or removed as appropriate.
6	Franchisee shall perform all other repairs, replacement of parts or removals necessary, but not otherwise mentioned in the Agreement, in accordance with Section 5.2.3(x) of Attachment SRV.	Within 5 business days of notice that a repair, replacement of parts or removal not otherwise mentioned is necessary, Franchisee shall perform such repair, replacement of parts or removal. Should a permit be required, such work is to be done within 5 business days of receipt of the permit and the Franchisee shall submit a complete application for the permit.	Franchisee will be assessed damages in the amount of \$50 per day, per PCS not maintained, for the first two days of noncompliance, escalating to \$100 per day thereafter. This provision shall not apply to the provision of the Wi-Fi system.
7	Franchisee shall remove Advertising that is unauthorized, prohibited or otherwise fails to comply with the Agreement.	Within 48 hours of notice by the City that Advertising is unauthorized, prohibited or otherwise fails to comply with the Agreement, Franchisee shall remove the Advertising or cure the failure in accordance with Section 5.7.1 of the Agreement.	Franchisee will be assessed damages in the amount of \$250/day, per PCS from which unauthorized or prohibited advertising placed by Franchisee or by an entity working on behalf of Franchisee is not removed or cured.
8	Franchisee shall inspect electrical wiring and connections in accordance with, Section 5.2.3(iii).	At least quarterly, Franchisee shall perform electrical inspections in accordance with, Section 5.2.3(iii).	Franchisee will be assessed damages in the amount of \$250 per PCS not inspected quarterly.
9	Franchisee shall install the MMS in accordance with Section 6.1.	Franchisee shall complete initial install of the MMS System within 60 days of Commencement Date.	Franchisee will be assessed damages in the amount of \$50 per day for the first 30 days, escalating to \$100 per day afterward .
10	Franchisee shall provide access to the MMS in accordance with Section 6.1.	Franchisee shall complete the initial installation of the MMS, and provide training and access to at least 10 City employees within 60 days of Commencement Date.	Franchisee will be assessed damages in the amount of \$100 per day after the initial 90 days, contingent on DoITT identifying city employees in a timely fashion, and further contingent on such employees being reasonably available for training.

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11	Franchisee shall ensure availability of the MMS, in accordance with Section 6.1.5.	Franchisee shall ensure that the MMS is accessible 24 hours per day, seven days per week with exceptions for maintenance and upgrades. If access to MMS is lost, (System down time) Franchisee shall restore access within 6 hours after notice by the City.	For any failure of the MMS system that extends longer than 6 hours after notification, Franchisee will be assessed liquidated damages in the amount of \$250 per 24-hour period that the MMS system remains down.
12	Franchisee shall establish and maintain customer handling procedures in accordance with Section 8.1.1.	Franchisee shall establish such procedures within 30 days of Commencement Date.	Franchisee will be assessed damages in the amount of \$100 per violation, 30 days after the Commencement Date.
13	Franchisee shall establish a Telephone line for receiving complaints in accordance with Section 8.1.3.	Franchisee shall establish such telephone line within 30 days of Commencement Date.	Franchisee will be assessed damages in the amount of \$50 per day for the first two days that line is not in service for more than an hour, escalating to \$100 per day thereafter
14	Franchisee will ensure a minimum uptime of Wi-Fi Services at each PCS. (See Section 4.2.1)	At least 97% uptime	Franchisee will be assessed \$15 per PCS per 1% monthly downtime that is below 97%. Liquidated Damages will be capped at \$500 per month per PCS.
15	Franchisee will ensure Wi-Fi services 24 hours per day, 7 days a week, 365 days per year.	Within twelve hours of receiving notice of a failure that affects multiple PCS structures simultaneously, Franchisee will investigate and address network outages or other failures that affect multiple PCS structures simultaneously.	Beginning on the Effective Date and continuing for a period of one year from the Effective Date, Franchisee will be assessed damages as follows: For a failure of Wi-Fi service that affects 5 – 100 PCS structures simultaneously, \$25 per hour; for a failure that affects 101 – 1000 PCS structures simultaneously, \$50 per hour; and for a failure that affects more than 1001 structures simultaneously, \$100 per hour. Beginning one year after the Effective Date, Franchisee will be assessed damages as follows: For a failure of Wi-Fi service that affects 5 – 100 PCS Structures simultaneously, \$100 per hour; for a failure that affects 101 – 1000 PCS Structures simultaneously, \$500 per hour; and for a failure that affects more than 1001 structures simultaneously, \$1000 per hour.
16	Franchisee shall investigate and address complaints related to Wi-Fi service in accordance with Section 4.3.3 and shall ensure a minimum Range of Wi-Fi in accordance with Section 4.2.2.	Within 24 hours of notice, Franchisee shall inspect and provide a report to DoITT in accordance with 4.3.3. Franchisee’s report shall confirm that the Wi-Fi hotspot extends a minimum of 85 feet from each PCS, across a street regardless of traffic conditions.	Franchisee will be assessed damages in the amount of \$50 per day per notification for the first five days, escalating to \$100 per day thereafter. Benchmark shall apply to areas of the Wi-Fi hotspot that are within an unobstructed outdoor line of sight from the PCS.