

This **Business Internet Service Agreement** ("Service Agreement") sets forth the specific terms and conditions under which LightEdge Solutions, Inc. ("LightEdge") shall supply certain Services to Customer. The Master Service Agreement entered into between LightEdge and Customer fully incorporates the terms herein and provides that this Service Agreement, and Customer's execution of the Master Service Agreement constitutes acceptance of the terms and conditions stated herein. Capitalized terms used but not defined herein shall have the meanings set forth in the Master Service Agreement. The Initial Term length for this Service is set forth on the applicable Purchase Agreement, executed by LightEdge and Customer, making reference to this Service.

## 1.0 Terminology

**Authorized Contact:** "Authorized Contact" is a representative authorized by Customer to request service changes using procedure outlined herein.

**Cabinet:** "Cabinet" refers to a physical cabinet in LightEdge facility containing Customer Equipment.

**Circuit:** "Circuit" refers to a path or physical link between two points over which data is passed.

**Codeword:** "Codeword" refers to a secure password known only to Authorized Contacts and representatives of LightEdge.

**Customer:** "Customer" is party LightEdge is entering into Service agreement with.

**Customer Network:** "Customer Network" refers to the entire network Customer makes available to Remote Users as part of this Service. Customer Network may include many different physical locations and/or physical pieces of Equipment.

**Customer Premise:** "Customer Premise" refers to the physical address (as stated in the Purchase Agreement) where the LightEdge has been requested to provide services.

**Equipment:** "Equipment" refers to equipment that LightEdge has deployed at Customer Premise to enable a service.

**Internet:** "Internet" refers to the worldwide interconnection of various computer networks.

**Service:** "Service" refers to the Service and/or circuit used to connect Customer Premise to LightEdge Solutions' network. The use of Service in this document is specific to the service outlined in this document. Use of the term Service in any other LightEdge documentation in no way supersedes the definitions of Service outlined herein.

## 2.0 Service Description

### 2.1 General

LightEdge will provide Customer with Internet connectivity Service between the Customer Premise identified below and the LightEdge Internet Protocol ("IP") network. Service will be delivered in the form of a dedicated circuit engineered by LightEdge which will be dependent upon location, bandwidth and/or Services requested.

### 2.2 Levels

#### 2.2.1 On-Net

LightEdge will provide Customer with Internet connectivity Service between the Customer Premise identified within the contract and the LightEdge Internet Protocol ("IP") network. Service will be delivered in the form of a dedicated or shared circuit engineered by LightEdge which will be dependent upon location, bandwidth and/or Services requested.

- 1) Service delivery in a LightEdge facility will typically be provisioned as a 10meg, 100meg or gigabit Ethernet link. Ethernet is a symmetric data Service to the Customer's equipment and will be provided over Cat5, Cat5e or Cat6 copper cabling. Fiber connectivity may be available at additional cost dependant on the LightEdge facility. The downstream bandwidth (from LightEdge to the Customer) is typically equal to the upstream bandwidth (from the Customer to LightEdge). Bandwidth for Service delivered on Ethernet facilities is available in tiered increments.
- 2) Service delivery to a Customer premise will typically be provisioned across an existing T1, DSL or metro Ethernet transport Circuit. The

transport Circuit between LightEdge and Customer Premise (if so deployed) is not included or described in this SLA.

#### 2.2.2 Off-Net

LightEdge will provide Customer with Internet connectivity Service between the Customer Premise identified within the contract and a 3<sup>rd</sup> party Internet Protocol ("IP") network. Service will be delivered in the form of a dedicated circuit engineered by LightEdge which will be dependent upon location, bandwidth and/or Services requested.

Service delivery to a Customer premise will typically be provisioned across an existing T1 Circuit. The transport Circuit between LightEdge and Customer Premise (if so deployed) is not included or described in this SLA.

### 2.3 Availability

The availability of Service is dependent on existence of a suitable network transport from LightEdge to User(s). Service requires dedicated point-to-point network transport between Customer Service location and LightEdge. Service cannot be provisioned and used over the Internet. LightEdge reserves the right to limit availability of Service even if suitable network transport exists between LightEdge and Users.

LightEdge also reserves the right to limit service availability in the event that necessary service components including, but not limited to, electrical power, cooling capacity, cabling, rack space, switching/routing/network infrastructure, application software, etc. are either unavailable or unattainable at a reasonable cost to LightEdge.

### 2.4 Delivery

This section intentionally left blank.

### 2.5 Features

This section intentionally left blank.

### 2.6 Moves, Adds and Changes

This section intentionally left blank.

### 2.7 Limitations

This section intentionally left blank.

## 3.0 Service Options

The following features may be included with Customer Service. Description of Service feature herein in no way entitles customer to feature. Features described below may have additional cost associated with them.

### 3.1 DNS

LightEdge operates "resolving" or "caching" DNS servers that Customer may use for domain name look-ups by Customer's in-house systems (PCs, mail servers, etc.) that are connected to Service. This domain name look-up Service is only available if LightEdge is providing primary DNS or primary and secondary DNS to Customer and if Customer does not have its own DNS server(s), and it may not be used by Customer's spam detection software for querying spam block lists.

Customers running their own DNS Servers or relying on third parties to host their domain names must use their own servers or the third party's DNS Servers for this purpose. These servers may not be configured to forward DNS queries to LightEdge's DNS Servers. Customers may not make more than 150 DNS queries per minute averaged over 30 minutes and/or more than 600 DNS queries per minute during any 5-minute interval.

LightEdge will provide reverse DNS at the request of Customer for all IP addresses statically routed to Customer as part of Service.

### 3.2 Dynamic Routing

LightEdge will design a network topology based on a dynamic routing protocol. The routing protocol for such a design will be Border Gateway Protocol or BGP. Customer will be responsible for the support or design of any portion of network not running BGP.

If Customer network design does not fit into pre-defined LightEdge templates then Customer will be responsible for any Engineering time required to design, implement or support Customer. Customer will be billed at standard LightEdge hourly rates for such time. LightEdge shall be the sole party responsible for determining that Customer network does not fit into a pre-defined LightEdge template.

Customer will be responsible for providing network gear recommended by LightEdge. This network gear may include but is not limited to routers, memory, flash memory, software code, switches and router modules.

If LightEdge manages Customer equipment then LightEdge shall be responsible for configuring equipment to support dynamic routing. If LightEdge does not manage customer equipment then Customer will be responsible for configuring equipment to support dynamic routing within the guidelines recommended by LightEdge.

Customer acknowledges that a network based on a dynamic routing protocol may place certain constraints on the troubleshooting and support of the network. If a customer with a network based on a dynamic routing protocol experiences issues that are deemed to originate outside of LightEdge's control then Customer may be held responsible for troubleshooting activities relating to issues.

LightEdge responsibility is limited to the routing between LightEdge's network and Customer equipment directly attached to LightEdge network. Customer is responsible for any equipment directly attached to the LightEdge network.

## 4.0 Service Delivery

### 4.1 General

It is Customer's responsibility to ensure that all devices at Customer Premise are able to connect to Equipment and are configured properly. This includes but is not limited to Ethernet switches, Ethernet cabling, workstations, servers and operating systems.

### 4.2 Installation

If required LightEdge offers the following provisioning options for Service at additional charge as described in the Customer's Service Agreement:

- 1) Premium Wiring - the installation of wiring, if necessary, between the demarc and one jack
- 2) Configuration and Shipment - the remote configuration of Equipment necessary to terminate Service and shipment of Equipment to Customer
- 3) Onsite installation - the onsite installation of Equipment necessary to terminate Service, the connection and/or installation of one computer to the modem or router, and confirmation that the Customer's computer can successfully access the LightEdge network via the Service.

If additional configuration work is required due to limitations of the Customer Network then LightEdge reserves the right to bill customer at current hourly rates for additional configuration time.

LightEdge is NOT responsible for and will not be obligated to provide any support of or assistance in configuration, installation, administration, troubleshooting, maintenance, or repair of such customer equipment or integration of such customer equipment into Customer's internal network. LightEdge is NOT responsible for and will not be obligated to provide any support of or assistance in configuration, installation, administration, troubleshooting, maintenance, or repair of any software or network application or integration of such software or hardware application into the Customer Network.

Customer shall be responsible for any travel expenses incurred by LightEdge in the course of providing onsite installation service.

### 4.3 Cabling

Service to Customer in LightEdge facility will be delivered into Customer Equipment or Customer Cabinet. Customer will be responsible for extending wiring from Customer

Cabinet to Customer Equipment. If required LightEdge offers extended wiring at additional cost.

Service to Customer Premise will be delivered into nearest telephone demarcation point of the Customer Premise. Customer will be responsible for extending wiring from demarcation point to the Equipment. If required LightEdge offers the following cabling options for Service at additional charge as described in the Customer's Service Agreement.

Available installation Services for Service at Customer Premise may include: (a) the installation of wiring, if necessary, between the demarcation point and one jack, (b) the installation of Equipment necessary to terminate Service, (c) the connection and/or installation of one computer to the router, and (d) confirmation that the Customer's computer can successfully access the Internet via the Service.

LightEdge reserves the right to bill customer at current market rates for any cabling required to support Service. LightEdge reserves the right to use outside cabling contractors to perform this cabling work.

### 4.4 Service Upgrades

LightEdge may use other carrier networks and/or Equipment to provide Customer with equivalent Service. LightEdge reserves the right to replace Customer Service with equivalent or upgraded Service at any time during contract duration. LightEdge will make an effort to coordinate any such Service change with the Customer prior to such change. If LightEdge is unable to coordinate an acceptable time for a Service change with the Customer LightEdge reserves the right to make such a Service change during a scheduled maintenance window.

## 5.0 Equipment

### 5.1 Equipment Purchase

Customer can purchase Equipment outright or lease Equipment through LightEdge as set forth in the Customer's Master Service Agreement.

### 5.2 Equipment Requirements

LightEdge will define Equipment to be used with Service. LightEdge maintains a list of compatible Equipment and reserves the right to modify this list of compatible Equipment at any time.

LightEdge reserves the right to classify previously supported Equipment as "end of sale" or "end of life".

Equipment classified as "end-of-sale" will no longer be sold to a Customer even if Customer had previously purchased that specific Equipment. LightEdge will make every effort to continue to support Equipment classified as end-of-sale for as long as possible. LightEdge reserves the right to reclassify of end-of-sale Equipment as end-of-life at no less than six (6) months after such Equipment has been classified as end-of-sale Equipment.

Equipment classified as "end-of-life" will no longer be supported or sold by LightEdge. If Customer has Equipment that has been classified as end-of-life in Service LightEdge reserves the right to force Customer to upgrade to supported Equipment at Customer's expense in order to provide Service to Customer. LightEdge does not relinquish this right even if Equipment was sold to Customer by LightEdge.

### 5.3 Equipment Configuration

Customer is responsible for all Equipment configuration changes not specifically outlined herein. Customer is responsible for any Equipment modifications necessary at Customer Premise to accommodate Service outlined herein.

### 5.4 Equipment Failure

Unless Customer has contracted with LightEdge for Equipment warranty Customer is responsible for any failure of Equipment.

## 6.0 Service Support

### 6.1 Authorized Contacts

LightEdge Solutions provides reliable and secure managed services by requiring technical support and information requests come only from documented, authorized client-organization contacts. Additionally, in compliance with federally regulated CPNI (Customer Proprietary Network Information) rules, a customer contacting LightEdge Solutions to request an add, move, or change and/or to request information on their account, must provide LightEdge representative with customer's Codeword. Codeword is not required or verified to open trouble tickets related to service issues, however, any subsequent information/updates or authorization of intrusive testing related to the trouble ticket will require the Codeword.

Customer shall provide a "contact list" which will contain one ("1") Administrative contact and may contain up to three ("3") Technical contacts per service. Administrative and Technical contacts are authorized to request service changes or information, including the contact name, contact e-mail address and contact phone number for each contact but must provide customer Codeword for any CPNI related requests. Requests to change a contact on the list or to change the Codeword must be submitted by the Administrative contact. Requests to replace the Administrative contact shall be submitted via fax to LightEdge on customer company letterhead. All requests are verified per procedure below.

- Requests for CPNI, configuration information or changes are accepted only from documented, authorized client-organization contacts via e-mail, fax or phone and will require Customer's Codeword. E-mail and fax requests must be submitted without the Codeword. Customer contact will be called to verify Codeword. E-mail requests that include the Codeword will be denied and the client Administrative Contact will be notified and required to change the Codeword.
- E-mail and fax requests are verified with a phone call to the documented client contact. Phone call requests must be validated with an e-mail request from a documented client contact.

### 6.2 Helpdesk

Customers must contact LightEdge Support to report service trouble or an outage with LightEdge Technical Support. LightEdge Technical Support will be available seven (7) days per week; twenty-four (24) hours per day; three hundred sixty-five (365) days per year. LightEdge Technical Support provides support for network monitoring, trouble ticket resolution, and fault isolation up to the termination point of LightEdge provided Equipment.

LightEdge Technical Support will accept trouble and outage related support calls from any customer representative. Requests for service changes or information are accepted from any Authorized Contact per conditions and procedures described above in Section 6.1. LightEdge will not perform any requested activity which may cause Service disruption or perform any changes to Service unless request is initiated by an Authorized Contact. LightEdge reserves the right to delay response on support tickets opened by anyone other than the Authorized Contact.

Communication between Customer and LightEdge not initiated by Authorized Contact will not be subject to SLA remedies.

All communications with Customer will be in the English language.

### 6.3 Support Limitations

LightEdge Technical Support is not responsible for end-user support of issues not directly related to Service. This includes (but is not limited to) Customer operating systems, Customer equipment, or Customer application support.

### 6.4 Monitoring

At Customer's request, LightEdge will provide basic monitoring of Service availability and utilization. Utilization reporting may require Simple Network Management Protocol ("SNMP") access to Equipment from a LightEdge designated IP subnet. Availability monitoring and reporting requires Internet Control Message Protocol ("ICMP") access to Equipment from a LightEdge designated IP subnet. LightEdge will provide e-mail (to pager) notification of Service availability issues. LightEdge will provide 24 x 7 response to Customer or NOC initiated alarms for Service availability issues. Service usage reports will be made available at <http://my.LightEdge.com>.

### 6.5 Notifications

If requested by Customer LightEdge will notify Customer within fifteen (15) minutes of a Service outage via e-mail (to pager) notification Services. LightEdge will monitor connections to the IP address of the customer router. An outage is defined as any fifteen (15) consecutive minutes where the connection is unavailable. If an outage is determined, LightEdge will generate an e-mail notification to Customer. Customer is responsible for providing their own pager (s), a suitable e-mail-pager gateway, and up to two (2) corresponding e-mail addresses.

### 6.6 Maintenance

Maintenance window for disruptive work to service will be limited 12:00 A.M. to 4:00 A.M., Central Daylight Time (CDT), any day with requirement of two (2) week notification to Customer prior to maintenance.

LightEdge will send an e-mail notification of such disruptive maintenance to Service to Authorized Contacts of Customer. Once notification is sent to Customer this will be considered a "scheduled maintenance". Any Service SLAs will not apply during a scheduled maintenance.

LightEdge reserves the right to perform emergency Service or network maintenance as needed outside this window, in which case LightEdge will make a reasonable effort to notify the Customer if feasible under the circumstances. Any such maintenance will be considered an "emergency maintenance". All Service SLAs will apply during emergency maintenance.

Customer is responsible for maintaining and updating Authorized Contact list with LightEdge. LightEdge will not be held responsible for maintenance notifications missed due to out-of-date Authorized Contact information.

### 6.7 Backup and Recovery

LightEdge will maintain backups of the Service platform for Disaster Recovery purposes only. LightEdge makes no warranty or representation of Customer data backup with this Service. LightEdge makes no guarantee of the restorability of data relating to Service if data is lost, regardless of the cause.

## 7.0 Billing

### 7.1 Service Activation Date

Billing for the Service Component will begin on the Service Activation Date, as specified below, for the specific Service type.

The Service Activation Date is the date (i) Equipment is installed and tested at the Customer's locations, and (ii) IP connectivity to LightEdge has been established.

### 7.2 Service Billing

#### 7.2.1 Dedicated Service billing

If dedicated service is purchased customer commits to pay the specified tier of service usage irrespective of actual bandwidth or time periods. Service commit rate cannot be lowered during contract period. Service commit rate can be increased at any point during contract period as long as the new service commit rate exceeds the current service commit rate in MRR.

#### 7.2.2 Burstable Service Billing

If burstable service is purchased customer commits to pay a specified tier of service usage on a monthly basis. If actual service usage is less than service commitment the customer will pay the service commit rate. If actual service usage is greater than the service commitment customer will pay the actual service usage amount. Service commit rate can be increased at any point during contract period as long as the new service commit rate exceeds the current service commit rate in MRR.

Service usage is calculated on a monthly basis beginning on the first calendar day of the month and ending on the last calendar day of the month. Every 5 minutes the customer's instantaneous usage of the service is recorded. At the end of the month the top 5% of these individually recorded values will be discarded. The next highest recorded service usage value is considered to be the customer's actual service usage for that calendar month.

### 7.3 Additional Charges and Fees

#### 7.3.1 Field Technician Charge (FTC)

The FTC of the current rate is incurred for each dispatch of a Service tech. This fee is waived for Customers who select the Managed Equipment Option at that location.

#### 7.3.2 Missed Appointment Fee

Customer or its authorized representative must be available at the Customer location for the scheduled appointment date to grant the Service tech access or to accept delivery of the Equipment, or to work with the installation technician to turn up the service. If no one is available, the Service tech will attempt to contact LightEdge and the Customer by phone for up to 15 minutes.

Re-scheduling such missed appointment will incur a Missed Appointment Fee at the current applicable rate.

#### 7.3.3 Minimum Retention Period – Moves

In the event Customer terminates the Service before the expiration of the contracted period, due to a move, then Customer shall pay the termination charges in accordance with the Customer's Service Agreement. LightEdge will waive the termination charges, if Customer purchases another Service from LightEdge at a new location, which is of the same or greater value and subscribes to a new minimum contracted period of at least twelve (12) months. Additional Equipment charges may apply depending on the type of the new Service that is being purchased by Customer. If service is not available at new location, customer is subject to termination charges per the Master Service Agreement.

## 8.0 Customer Requirements

Customer shall be fully responsible for providing to LightEdge at Customer's own expense and in a timely manner the following:

- All security for its Services and systems used or accessible in connection with Service.
- Cooperative testing of all Customer-provided hardware, software, and Services for compatibility with Service.
- Designating an Authorized Contact(s) to be the point of contact to interface with LightEdge Technical Support.
- All cabling necessary to support Service
- An Equipment room environmentally compliant with local laws and other environmental conditions as specified by LightEdge; reasonable access to the Equipment at times specified by LightEdge; adequate work space, heating/cooling, light, ventilation, and electrical outlets and for any Service which requires a telephone line, as detailed in the Service Guide, Customer shall also make available to LightEdge for diagnostic purposes a local exchange carrier dedicated inbound telephone (POTS) line, which

## 10.0 Service Level Agreements

### 10.1 General

LightEdge will be the sole party to determine whether LightEdge has not met any of the Service level agreements specified herein. LightEdge reserves the right to change or discontinue any or all of the Service level agreements detailed below at any time without notice to the Customer. Customer must at all times cooperate with LightEdge in testing, determining and verifying that a qualifying Service outage has occurred.

### 10.2 SLA Credit Request Process and Limitations

In order to receive any of the SLA credits (specified herein) for Service, an Authorized Contact must immediately notify LightEdge Technical Support of an occurrence within the LightEdge Service that results in the inability of the Customer to transmit IP packets within the LightEdge Service ("Service Outage"). A Service Outage does not include an outage that occurs during scheduled periods of maintenance or upgrades.

LightEdge Technical Support will investigate the reported outage and assign a Trouble Ticket number. Once LightEdge determines that the substantiated Service Outage that could qualify Customer for the SLA credit occurred ("Verifiable Trouble Ticket"), then Customer may request a Service Credit within 30 days after the event giving rise to the credit by contacting LightEdge Technical Support and asking for an SLA credit escalation. A Verifiable Trouble Ticket must accompany Customer's request for any SLA credit regarding the Service purchased by Customer. Credits should appear on Customer's bill for the Service within two (2) billing cycles, after such SLA credit has been approved by the LightEdge representative.

In any calendar year, Customer's aggregated SLA credits may not exceed, for any Service, three (3) month's worth of the monthly Service fee for the affected Service.

shall not be used by Customer for any other purpose while Service is being provided. Customer shall also arrange provide timely access to any rights of way, which LightEdge deems necessary to provide, maintain or remove the facilities required for any of the Services on all applicable premises without charge or cost to LightEdge. Equipment shall not be removed, relocated, modified, interfered with, or attached to non-LightEdge Equipment by Customer without prior written authorization from LightEdge.

## 9.0 Service Conditions

Customer acknowledges and understands that dedicated network connections, unless protected by an Internet security product or Service, may significantly decrease Customers overall network security level and performance. To the extent Customer deems necessary, Customer will implement security procedures and controls necessary to limit access to the Service.

Customer will maintain facilities and procedures external to the Service for reconstruction of lost or altered files, data or programs.

Customer understands that LightEdge will make commercially reasonable efforts to provision Service. However, provisioning of Service is contingent upon the availability of Service capable local loops to Customer's location being made available to LightEdge. If no such Service-capable local loop is available to LightEdge, then Service will not be provisioned and if delivery of the local loop is delayed, then provisioning of Customer's Service will be delayed as well.

Customer understands that even after the Service circuit is provisioned and operational, certain conditions may impact the quality and use of the line. Environmental issues such as quality of the telephone line, interference from other Service connections, high frequency sources close to the telephone line, etc. may deteriorate the quality or speed of the Service circuit resulting in reduced throughput. LightEdge will undertake reasonable effort to restore the original quality or speed, but restoration is not guaranteed and the Service may be deemed technically not feasible. If the Service circuit is deemed technically not feasible, the Customer will be asked to disconnect the circuit at no cost or without penalty. If the Customer chooses to continue to use the circuit, after it is deemed technically not feasible, Customer understands that the line will not be supported by LightEdge from a maintenance perspective.

Customer acknowledges that in the event of a trouble, Customer is responsible for on-site cooperative testing with LightEdge Technical Support to assist in the diagnosis of the trouble, including the cost of a 3<sup>rd</sup> party vendor if customer does not have internal resources available.

Customer agrees to be bound to current terms of LightEdge Acceptable Use Policy. Terms of the Acceptable Use Policy are subject to change without notice. Customer agrees to be bound to any and all versions of LightEdge Acceptable Use Policy. Current Acceptable Use Policy can be found here: <http://www.LightEdge.com/legal>

In any billing month SLA credits may not exceed, for any Service, fifty (50) percent of the monthly Service fee for the affected Service.

For purpose of calculating SLA credits, this monthly Service fee shall mean the monthly recurring charge for such line, but excluding, in all cases, (i) any monthly recurring fees for the Service features (e.g., domain name hosting or e-mail Service), (ii) all one-time charges; and (iii) at all times excluding the monthly recurring charge attributable to Equipment for such line.

Credits are exclusive of any applicable taxes charged to the Customer or collected by LightEdge.

SLAs dependant on packet size require use of a 64-byte packet to determine SLA eligibility.

### 10.3 SLA Exclusions

#### 10.3.1 Global SLA Exclusions

SLAs do not apply and LightEdge is not responsible for failure to meet an SLA resulting from:

- Misconduct of Customer or Users of Service
- Failure or deficient performance of power, Equipment, Services or systems not provided by LightEdge
- Delay caused or requested by Customer
- Service interruptions, deficiencies, degradations or delays due to any access lines, cabling or equipment provided by third parties
- Service interruptions, deficiencies, degradations or delays during any period in which LightEdge or its representatives are not afforded access to the premises where access lines associated with Service are terminated or LightEdge Equipment is located
- Service interruptions, deficiencies, degradations or delays during any period when a Service Component is removed from Service for maintenance, replacement, or rearrangement purposes or for the implementation of a Customer order
- Customer's election to not release a Service Component for testing and/or repair and to continue using the Service Component
- Force Majeure conditions such as fire, explosion, lightning, power surges or failures, strikes or labor disputes, water, acts of god, the elements, war, civil disturbances, terror, acts of civil or military authorities, fuel or energy shortages, acts or omissions of suppliers or other causes beyond LightEdge's control, whether or not similar to the foregoing.
- Service interruptions, deficiencies, degradations or delays during any period when a Service Component is removed from Service for maintenance, replacement, or rearrangement purposes by Customer staff.
- Failure to provide suitable secure environment for on premise devices including but not limited to: secure mounting/racking, appropriate cooling and air handling, secure from theft, loose wires bundled neatly, etc.
- Service interruptions, deficiencies, degradations or delays in Service caused by any piece of equipment, configuration, routing event or technology not under the management and control of LightEdge.
- Failure to adhere to LightEdge recommended configurations on unmanaged equipment.
- Over 30 day past due balance on any billing or service with LightEdge.

In addition, Service SLAs do not apply (a) if Customer is entitled to other available credits, compensation or remedies under Customer's Service Agreement for the same Service interruption, deficiency, degradation or delay, (b) for Service interruptions, deficiencies, degradations or delays not reported by Customer to LightEdge, (c) where Customer reports an SLA failure, but LightEdge does not find any SLA failure, and (d) when Service is dependent upon other Service with lower SLA.

If Customer elects to use another provider or method to restore Service during the period of interruption, Customer must pay the charges for the alternative Service used.

#### 10.3.2 Service SLA Exclusions

None yet identified.

### 10.4 SLA Classifications

#### 10.4.1 Availability

"Availability" SLAs apply only when service is completely unavailable due to any sort of issue. After Customer opens a ticket on Service issue LightEdge Technical Support will classify the issue. If LightEdge Technical Support determines that Customer service is 100% unavailable the issue will be categorized as a "Service Availability" issue and all SLA remedies applicable to Service Availability will apply. Any SLA remedies not specifically defined as "Service Availability" SLAs will not apply to same "Service Availability" issue.

#### 10.4.2 Performance

Performance SLAs apply if Service is available in a degraded state. After Customer opens a ticket on Service issue LightEdge Technical Support will classify the issue. If LightEdge Technical Support determines that Customer service is available albeit with performance degradation the issue will be categorized as a "Service Performance" issue and all SLA remedies applicable to Service Performance will apply. Any SLA remedies not specifically defined as "Service Performance" SLAs will not apply to same Service issue.

Service Performance SLA credits will not be given if Service Availability SLA credits are requested against same Customer issue.

#### 10.4.3 Other

"Other" SLAs apply whenever SLA goal has not been met. "Other" SLA credits will qualify for consideration even when "Service Availability" or "Service Performance" SLA credits are requested against the same Customer issue.

### 10.5 Availability SLA Goals

#### 10.5.1 Availability SLA

For purpose of the Availability SLA, the duration of a Service Outage shall be deemed to commence upon the opening of a Verifiable Trouble Ticket by LightEdge Technical Support, in response to the Customer request, and ends when the Service Outage ends.

Trouble tickets, where the Service Outage cannot be verified with LightEdge's standard diagnostic procedures, do not count towards the Availability SLA.

Availability shall be indicative of LightEdge's ability to route packets from the Customer to any peering point or upstream transit provider. This SLA does not warrant that such packets will arrive at their destination nor does it warrant that the destination will respond or be able to send packets back to the Customer.

Goal	Remedy
<b>On-Net circuit:</b> 99.99% availability ~ 4.32 minutes downtime monthly	Each hour service is unavailable above SLA goal qualifies the Customer for a credit of 3% of MRC up to a maximum of 50% of MRR for affected service.

### 10.5.2 Service Repair Objective

For purpose of the Repair Objective, the duration of a Service Outage shall be deemed to commence upon the determination by LightEdge Technical Support that Service Repair is necessary and ends when the Service Repair has been completed.

Goal	Objective
4 hours	LightEdge will make all reasonable efforts to resolve problems resulting from Customer initiated trouble tickets for this Service within four (4) hours.

### 10.6 Performance SLA Goals

#### 10.6.1 Latency SLA

There is no Latency SLA with this Service.

#### 10.6.2 Packet Delivery SLA

There is no Packet Delivery SLA with this Service.

#### 10.6.3 Service Jitter SLA

There is no Jitter SLA with this Service.

### 10.7 Other SLA Goals

#### 10.7.1 Monitoring SLA

The Monitoring SLA goal is measured from the time an outage is detected by LightEdge monitoring systems until such outage is reported to customer by LightEdge automate notification system. The goal is considered met once the LightEdge monitoring system sends a notification to the customer. Receipt of the notification by the customer or lack of receipt will not be considered to be part of SLA goal.

Goal	Objective
15 minutes	Each failure to meet the goal qualifies Customer for a credit of 1% of MRC per event

#### 10.7.2 Backbone Latency SLA

There is no Backbone Latency SLA with this Service.

#### 10.7.3 Backbone Packet Delivery SLA

There is no Backbone Packet Delivery SLA with this Service.