

This **Conferencing 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.

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

**Customer:** "Customer" refers to the party LightEdge is entering into Service Agreement with.

**Service:** 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 Conferencing Services.

### 2.2 Levels

Service will be made available to Customer via one or more of the following levels:

#### 2.2.1 Voice Conferencing Services

LightEdge will provision and maintain a reservationless North American toll-free voice conferencing system ("System") for Customer. This System will provide individual Chairperson conferencing accounts with permanent, individual Access and Chairperson codes for voice conferences. The System is available 24/7, with no reservation required to hold voice conferences with up to 100 participants. Conferences with 100+ participants can be accommodated with 24 hours advance notice.

Customer's Administrative Contact or "Account Owner" will have access to add, modify and disable Chairperson accounts, and view or export to Excel, billing and usage reports for all Chairpersons under the Customer account; all via a Web-based Service Administration Interface ("SAI") available via administrative logins at [www.LightEdgeconferencing.com](http://www.LightEdgeconferencing.com) or <http://my.LightEdge.com>.

Chairpersons will have access to a web-based Chairperson account administration interface to update their contact information, change their Chairperson Pass Code, access call Instant Replay information or download recorded calls in .wav format, change certain individual system settings as well as view their individual account detailed call usage information by linking to [www.LightEdgeconferencing.com](http://www.LightEdgeconferencing.com), and selecting the Chairperson login link.

International reservationless toll-free phone numbers are available in two different formats, Universal International Toll-Free Number, which covers a variety of countries with one number, or International Toll-Free Numbers, which are assigned on a country by country basis as requested by Customer. Different rates may apply to each number and country. In addition, international participants may be added onto a conference call by using the dial-out feature available to the Chairperson. Contracted International dial-out rates apply in this circumstance.

#### 2.2.2 Web Conferencing Services

LightEdge will provision and maintain a reservationless Web conferencing system ("Web System"), with two levels of service available to customers: WebShow and WebShare.

WebShow supports basic presenting of Microsoft® PowerPoint®, Excel and Word documents in a Web browser-based presentation environment. Other features include: participant-Chairperson private chat, a pointer, and summary Web conference usage reports via e-mail to the Chairperson. WebShare adds desktop and application sharing with participants to this feature set.

The Web System can be utilized using any Internet connection (128k or above recommended).

Account Owners and Chairpersons have access to the SAI and Chairperson Web-based administration tool as described in the Voice Conferencing Services section above to administer accounts, and view and download utilization reports.

## 2.3 Availability

The availability of Service is dependent on existence of suitable Internet and PSTN connectivity.

## 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 are general features and limitations which apply to all LightEdge Conferencing Services. Description of Service feature herein in no way entitles customer to feature. Features described below may have additional cost associated with them.

- Customer will provide contact information for a single person to act as Customer's Administrative Contact. LightEdge will provide a Web-based Service Administration Interface ("SAI") for use by Customer's Administrative Contact. Customer's Administrative Contact is responsible for maintaining a secure username and password for accessing the SAI. LightEdge will provide reasonable telephone-based training and support to Customer's Administrative Contact for the use of the SAI. Most service modifications, including adding, modifying or inactivating Chairperson accounts, can be made via the SAI.
- Customer will be provided summarized billing via monthly mailed invoices. Billing detail can be viewed and Exported to Excel via the SAI.
- Customer is subject to the fees and terms as outlined in the Purchase Agreement.
  - Service provided without a monthly minimum revenue contract will be charged the usage rate outlined in the Purchase Agreement or the current rate as noted on the <http://www.myLightEdge.com> portal.
  - Service provided with a monthly commitment contract will be billed and obligated to pay the Minimum Revenue Commitment if usage is below or equal to the committed amount outlined by the Purchase Agreement. If usage level is higher than the monthly commitment level then an overage will be charged for all usage above the monthly commitment at an overage rate outlined in Purchase Agreement or at the current rate as noted on the <http://www.myLightEdge.com> portal.
- Use of the Web System and the SAI requires that the end-user of the Service have ample and appropriate access to the LightEdge network or the public Internet.
- Customer is responsible for providing first-tier support to its end-users. LightEdge will provide support to Customer's Administrative Contact but is not obligated to provide support directly to Customer's end-users. Customer's end-users have access during Conference calls, to live Operator Assistance during a call by pressing \*0. Operators can assist with any call-related issues or questions.
- LightEdge may modify the software and or systems used to provide the System and Web System from time to time, and alter the specific feature/functionality set for all Services, at its sole discretion. LightEdge will use reasonable efforts to schedule and execute such modification(s) and or maintenance in a manner to minimize

impact to Customer and its end-users.

- Customer is subject to Additional Terms and Acceptable Use Policies as posted at [www.LightEdge.com](http://www.LightEdge.com) which are subject to change periodically.
- The Standard Service Installation Interval for this agreement is 48 hours.
- No setup fees will be charged for account adds/inactivations/changes made via the [my.LightEdge.net](http://my.LightEdge.net) customer portal.

## 4.0 Service Delivery

This section intentionally left blank.

## 5.0 Equipment

This section intentionally left blank.

## 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 days (365) days per year. LightEdge Technical Support provides support for trouble ticket resolution.

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

LightEdge performs monitoring of Service availability. If Service is unavailable LightEdge support personnel are notified immediately and will begin efforts to restore service.

### 6.5 Notifications

Customer notification is not available with this Service.

### 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) business day 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 up-to-date 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 provide backups of the Service platform for Disaster Recovery purposes ONLY. LightEdge will make its best effort to recover data within a mean time of four (4) hours in a disaster scenario. A disaster may be declared by LightEdge when Service has been damaged or degraded to such an extent that LightEdge can no longer reasonably provide Service. Customer shall not be able to declare any outage a disaster. Sole responsibility for defining an event as a "disaster" will rest with LightEdge alone.

In the event that the restoration will impact system stability and/or performance, LightEdge reserves the right to move the restoration to a scheduled maintenance window after business hours (after 6 PM CST).

LightEdge is not liable for the loss of any customer data, nor does it guarantee the recoverability of customer data that is deleted (accidentally or purposefully) by Customer end users. Additional fees may apply for recovery of customer specific data and LightEdge will work on these requests on a best effort basis.

## 7.0 Billing

### 7.1 Conferencing Services – Setup and Monthly Service Fees

Customer agrees to pay the Setup and Monthly Fees for Service(s) and Quantities noted below as well as incremental Fees for any Service(s) additions or modifications made via the Service Agreement, from time to time, for the term of this service agreement. All rates exclude applicable taxes.

### 7.2 Voice Conferencing Service Description

**Toll Free Automated Reservationless & Toll Free Instant Replay Calls** – Rate is per minute or by minimum monthly minutes commitment with a per minute overage fee as designated on the Purchase Agreement.

**International Callers – Automated Reservationless Toll Free Callers**

**Universal International Toll Free** – One number for many countries, request only

**International Toll Free** – Country specific number, request only by country

**Bridge Dial-Out** - \*1 function from the Voice Conference

**\*0 Support** – During a call, any participant or Chairperson can dial \*0 for Operator Assistance at no charge.

**Operator-Assisted Dial-Out** – Operator will dial-out up to 10 participants at no charge.

### 7.3 Web Conferencing Service Description

**WebShow** – Show PowerPoint, Excel and Word docs.

**WebShare** – WebShow, plus application and desktop sharing and collaboration.

## 8.0 Customer Requirements

This section intentionally left blank.

## 9.0 Service Conditions

Customer shall be solely responsible for all access to the Service through Customer's own local or long distance carrier as applicable. Customer agrees to comply with LightEdge policies with regard to the Service as provided from time to time, or to which you are directed when using the Service. While using the Service, Client shall not transmit or otherwise distribute information constituting or encouraging conduct that would constitute a criminal offense or give rise to civil liability, or otherwise use the Service in a manner which is contrary to law or LightEdge's policies. In addition, without incurring liability, LightEdge may immediately and without notice: (i) discontinue or suspend the Services; (ii) cancel a request for Services; or (iii) temporarily block service to a particular authorization code, if it deems such action is necessary, either to prevent Improper Use or to protect against fraud or the commission of suspected illegal activities, or to otherwise protect its personnel, agents, facilities or services.

Customer agrees to pay the charges, including applicable taxes (collectively the "Charges"), incurred in connection with the provision of and/or use of the Service through Customer's Account in accordance with the rates and terms established by LightEdge and agreed upon in this Agreement for the Service and under the terms of the MSA executed between the parties.

Customer must bring invoice inquiries and disputes to LightEdge attention in writing within thirty (30) days of the invoice date. After that time, Customer will be deemed to have agreed on the contents of the invoice and will have no right to challenge any element of the invoice. Customer must pay the undisputed portion of an invoice and subsequent invoices in accordance with this Agreement.

## 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

Service Credits may be obtained if LightEdge fails to meet any of the service commitments outlined in this Service Level Agreement (SLA). The service credit(s) are limited to the monthly fee of the Service. In order to receive a Service Credit, the Customer or LightEdge Network Operations Center ("NOC") notifies LightEdge Customer Service by opening a Trouble Ticket within 24 hours of an outage for the Service Availability Commitment or 30 calendar days of any other Service Commitment not met. LightEdge must verify the Commitment violation within the trouble ticket. The Customer must submit a written request for a credit, including the trouble ticket number, to LightEdge within 5 days of opening the Trouble Ticket.

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

### 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

LightEdge reserves the right to examine Customer's credit record and to require a deposit or other security, including payment by credit card, before it provides or continues Service to Customer. Should LightEdge at any time consider a credit deposit to be insufficient, a further credit deposit may be required. LightEdge will determine, at its discretion, how Customer's deposit or other security will be allocated to satisfy outstanding amounts owed by Customer to LightEdge. By subscribing to the Service, Customer authorizes LightEdge to investigate Customer's creditworthiness and agrees, from time to time, to provide appropriate authorizations and financial information as LightEdge may reasonably request for this purpose.

The failure of either party at any time to require performance by the other party of any provision, condition or covenant in this agreement shall in no way affect its right thereafter to enforce the provision, condition or covenant, nor shall the waiver by either party of any breach of any provision, condition or covenant in this agreement be taken or held to be binding upon the party, and the waiver shall not be taken or held to be a waiver of any future breach of the same provision, condition or covenant.

This Agreement shall be governed by and interpreted under the laws of the State of Iowa. Except for Customer's obligation to pay LightEdge for services previously rendered, each party shall be relieved from the performance of its obligations under this Agreement if and for so long as it is unable to perform such obligations due to circumstances beyond its reasonable control, including, but not limited to, acts of God, acts or omissions of any common carrier, labor disputes, regulatory restrictions, changes in law or regulation or other acts of governmental authority. This Agreement, including all Appendices, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes any prior agreements or understandings between the parties. The provisions of this Agreement relating to the limitation of liability, confidentiality, indemnification and termination shall survive the early termination or expiration of this Agreement. The representations, warranties, covenants and agreements of the Parties set forth in this Agreement are not intended for, nor shall they be for the benefit of or enforceable by, any person not a Party hereto. Each Party shall comply, at its own expense, with the provisions of all laws, regulations, orders, licensing requirements and codes which are applicable to such Party, to its performance of this Agreement, or to its status as an employer. This agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors, assigns, and legal representative of any type whatsoever.

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>

- 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

LightEdge Service Availability Guarantee is to provide Service(s) as defined in This agreement with a target uptime of the voice conferencing bridge at 99.7%. Further, LightEdge guarantees that it will have sufficient voice bridge capacity to accept one hundred percent (100%) of all Customer's voice conferencing users.

**Calculation:** Service availability consists of the number of minutes in a month that the Service was available less unavailable minutes due to a Service outage.

The calculation for Service Availability is:  $100 * (1 - \text{Sum of Outage Duration} / \text{Total Available Time})$

**Service Availability Remedy:** In the event Customer experiences a voice conferencing call in which a LightEdge voice conferencing bridge caused a call interruption or disconnection, LightEdge will credit Customer for charges incurred on that call at Customer's request, provided that Customer notifies LightEdge Customer Service of the problem by opening a trouble ticket with LightEdge Customer Service within 24 hours of the issue and LightEdge Customer Service personnel confirm and log the issue in the trouble ticket.

Credits will only be awarded for issues associated with any unscheduled maintenance, failure and or fault of the LightEdge voice conferencing bridge. LightEdge will not issue credits for calls affected by Scheduled Maintenance, or any unavailability resulting from Customer's voice or cell phone lines, poor phone connections to individual callers, customer phone appliances, equipment, or facilities, acts or omissions of Customer, or reasons of Force Majeure (as defined in the Master Service Agreement).

If requested by Customer, LightEdge will notify Customer within fifteen (15) minutes of a Service outage via e-mail (to pager) notification services.

**Notification Commitment Process:** LightEdge will monitor connections. 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.

### 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

There are no Availability SLA Goals with this 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
1 business day	LightEdge will make all reasonable efforts to resolve problems resulting from Customer initiated trouble tickets for this Service within one business day.