

This **Digital Converged Access 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 Customer point of 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.

**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 voice connectivity Service between the Customer Premise identified in the Purchase Agreement and the Public Switched Telephone (PSTN) network. Service will be delivered in the form of a dedicated circuit(s) engineered by LightEdge which will be dependent upon location, bandwidth and/or Services requested. Service will typically be delivered to Customer as a digital trunk. Service will be transported using Voice over IP (VoIP) encapsulation.

### 2.2 Levels

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

#### 2.2.1 Seats

**Business Trunk:** LightEdge will provide Customer with inbound and outbound calling plans, Calling Line ID Delivery and Direct Inward/Outward Dialing

**Personal Mobility Pack:** LightEdge will provide Customer with basic Call Forwarding functionality plus Voice-mail.

#### 2.2.2 On-Gateway

For customer locations where LightEdge is able to offer local phone numbers through a local point of presence LightEdge will provide Customer with voice connectivity Service between the Customer Premise identified below and the Public Switched Telephone (PSTN) network. Service will be delivered in the form of a dedicated circuit(s) engineered by LightEdge which will be dependent upon location, bandwidth and/or Services requested. Service will either be delivered to Customer as a digital PRI, digital voice T1 line or a SIP Trunk. Service will be transported using Voice over IP (VoIP) encapsulation.

#### 2.2.3 National DID

For customer locations where LightEdge is able to offer local phone numbers through a local point of presence LightEdge will provide Customer with voice

connectivity Service between the Customer Premise identified below and the Public Switched Telephone (PSTN) network. Service will be delivered in the form of a dedicated circuit(s) engineered by LightEdge which will be dependent upon location, bandwidth and/or Services requested. Service will either be delivered to Customer as a digital PRI, digital voice T1 line or a SIP Trunk. Service will be transported using Voice over IP (VoIP) encapsulation.

### 2.2.4 Calling Service

LightEdge will provide access to calling plans as contracted by Customer.

**Local:** Service includes local calling area calls.

**Domestic Outbound Long Distance:** Rate stated on Purchase Agreement; billed in 6-second increments; no rounding on a per-call basis.

**Domestic 800 Service:** Domestic 800 service will be billed at monthly and usage rates described in the Purchase Agreement.

**International Long Distance:** International Long Distance is available based on current rate tables posted on <http://my.lightedge.com>.

**Directory Assistance:** Directory assistance is available calls based on current rate tables posted on <http://my.lightedge.com>.

**Operator Assistance:** Operator assisted calls are available based on current rate tables posted on <http://my.lightedge.com>.

## 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 capable of supporting RFC4594-compliant QoS 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

LightEdge will deliver service to Customer using one of the following three variations.

**PRI:** Service will be delivered to customer as a PRI. PRI will terminate into an RJ-45 biscuit block. Customer will be responsible for making final connection between biscuit block and PBX.

Customer shall be responsible for providing appropriate settings to LightEdge. LightEdge will attempt to set Service to best match customer provided settings.

Customer is responsible for making any configuration changes, equipment upgrades or other modifications required to connect Customer Equipment to Service.

**Channelized T1:** Service will be delivered to customer as a Channelized voice T1. Channelized voice T1 will terminate into an RJ-45 biscuit block. Customer will be responsible for making final connection between biscuit block and PBX.

Customer shall be responsible for providing appropriate settings to LightEdge. LightEdge will attempt to set Service to best match customer provided settings.

Customer is responsible for making any configuration changes, equipment upgrades or other modifications required to connect Customer Equipment to Service.

**SIP Trunk:** Service will be delivered to customer as a SIP Trunk. SIP Trunk will terminate into an RJ-45 Ethernet port. Customer will be responsible for making final connection between Ethernet port and PBX.

Customer shall be responsible for providing appropriate settings to LightEdge. LightEdge will attempt to set Service to best match customer provided settings.

Customer is responsible for making any configuration changes, equipment upgrades or other modifications required to connect Customer Equipment to Service.

## 2.5 Features

### 2.5.1 911 Service

911 service is delivered to a Customer location in one of two methods (1) via a dedicated analog (POTS) line at the facility or (2) via VOIP 911 service. The choice of the method chosen per location depends on availability of VOIP 911 service. LightEdge retains the right to change the method of deployment.

Customer acknowledges that it is their responsibility to inform any party using or any party that might use the Service of the differences between traditional 911 and this service noted below:

- 911 service may not function during a loss of power to either the phones, the telephone equipment or other equipment necessary to route 911 calls to the appropriate emergency call center.
- 911 service may not function if LightEdge provided equipment is tampered with.
- 911 service will not function if network connectivity is unavailable.
- 911 service will reflect an incorrect geographic location to first responders if
  - phone is physically moved to a different location without first notifying LightEdge
  - incorrect physical address is provided by Customer
  - Customer or End User overrides the original Caller ID of the phone
  - or due to any delays in updating or loading automatic number identification and location information into E911 databases

Certain features may not be compatible with 911 service. LightEdge reserves the right to refuse provisioning or modification of features or service if such provisioning or modification adversely affects 911 service.

- Remote Office: 911 service not available
- Personal Mobility Pack: 911 service not available
- Softphone: 911 service not available
- Shared Call Appearance: purchase of second seat required to maintain 911 service

Customer bears full responsibility for testing 911 service after Service installation and periodically throughout the duration of Service and to notify LightEdge if any issues are noted with 911 service. Customer agrees to cooperatively test 911 service and share the results of such testing at the request of LightEdge. If LightEdge requests testing of 911 service and does not receive confirmation within one (1) business week that such testing has been performed then LightEdge reserves the right to dispatch a technician to perform testing of 911 services and Customer agrees to be liable for the cost of such testing. LightEdge reserves the right to disable Service if Customer does not cooperate with 911 testing. Service so disable shall not apply for SLA credit nor relieve Customer of contractual obligations of Service.

For locations containing less than 40,000 square feet of workspace that have their own street address LightEdge will register the street address for 911 service. For locations containing more than 40,000 square feet of workspace within a single building that have their own street address LightEdge will register the street address and a unique location identifier for each 40,000 square feet for 911 service. For locations containing less than 40,000 square feet of workspace within multiple buildings that share a street address LightEdge will register the street address and a unique location identifier for each building.

LightEdge shall register geographic location to a single DID. Subject to the limitations above all phones within that geographic location must present the DID that has been registered for 911 service as their caller ID. If Customer chooses to present unique CLID for phone(s) at location then Customer shall be responsible for procuring 911 service from LightEdge for each phone so configured at additional cost.

Customer agrees not to hold LightEdge liable for the result of incorrect 911 geographic location information including but not limited to lack of emergency response, incorrect location information causing first responders to be delayed, or any other issue with 911 emergency response.

#### 2.5.1.1 911 via POTS line

LightEdge will configure equipment so that 911 calls will use an analog line (POTS) for 911 calls. 911 dialing should not be used outside the service addresses listed below. Availability of 911 is subject to availability of Customer's analog line. LightEdge will not be held responsible for delayed emergency response when the analog line is unavailable or when a phone has been removed from its original location.

#### 2.5.1.2 911 via VOIP

LightEdge will provide either basic 911 or E911 service for each DID based on the serving rate center specification for that DID as specified by the North American Numbering Plan Association (NANPA). With E911 service, when you dial 911, the telephone number and registered address is simultaneously sent to the local emergency center assigned to that location, and emergency operators have access to the information they need to send help and call back if necessary. Customers in locations where the emergency center is not equipped to receive the telephone number and address have basic 911. With basic 911, the local emergency operator answering the call will not have the call back number or location. LightEdge will not provide this service to areas where basic 911 or E911 services are not available. Additionally, LightEdge will not be held responsible for any inability for E911 service operators to properly locate customer due to changes to the calling line ID phone number in the LightEdge Voice Management Portal.

LightEdge will deliver a 911 call to the emergency center based on the address of record for the calling DID as recorded in the LightEdge voice management portal. The call will be delivered as basic 911 or E911 based on whether the emergency center is able to receive the enhanced information from a Voice over IP system. As additional local emergency centers become capable of receiving enhanced information, LightEdge will automatically upgrade Customer with basic 911 to E911 service. LightEdge will not provide notice of the upgrade. LightEdge 911 and E911 services are not compatible with a Customer moving their phone to a location other than the service address of record where the phone was originally installed or changing their phone number.

For locations with E911 service, the failure of Geo-coding or address validation, will not allow LightEdge to process the error records in real time and LightEdge will use commercially reasonable efforts to resolve the records in error. There may be instances that will prevent a data integrity unit analyst from correcting errors, causing delays in provisioning the Customer's data into the 911 systems. The service is predicated on using primary wire-line Public Safety Answering Point (PSAP) boundaries for routing Emergency Calls to the appropriate PSAP. The primary wire-line boundary information is collected and is entered into a database for real time queries for PSAP boundary lookup. Customer acknowledges that primary wire-line PSAP boundary data may not be available for the entire United States and that LightEdge is dependent on the PSAPs to provide such information resulting in the use of wireless PSAP boundary data to route an Emergency Call.

For locations with basic 911, the service uses wireless PSAP boundaries when a primary wire-line PSAP boundary is not available. Therefore, the 24x7x365 PSAP telephone number for a Subscriber Emergency Call may correspond to a PSAP other than the PSAP that would normally receive wire-line Emergency Calls placed from the customer location. Customer's physical service address and call back number will not be presented to the PSAP. In the event caller cannot speak, Customer acknowledges that no information will be provided to the PSAP to contact the customer to obtain information that could allow them to dispatch emergency services to caller's location. Each PSAP's internal processes will dictate how the call should be handled.

Customer acknowledges that it is possible that the emergency call may not be able to be delivered to the PSAP due to network and systems issues outside of LightEdge's control. In such an event, LightEdge will deliver Emergency Calls through the PSTN to its Emergency Call Relay Center (ECRC). ECRC personnel will manually query systems to deliver the Emergency Call to the geographically appropriate PSAP. Additional fees may apply should customer want lines other than the main line to be routed to the ECRC. In the event caller cannot speak or identify their address, Customer acknowledges that LightEdge has no further ability to assist the caller and

Customer agrees to indemnify and hold harmless LightEdge from all third party claims arising from such circumstances.

## 2.6 Moves, Adds and Changes

This section intentionally left blank.

## 2.7 Limitations

Service has the following limitations or exceptions:

### 2.7.1 Fax service

#### 2.7.1.1 On-Gateway

Service defined as "On-Gateway" is compatible with most G3 V.17 (14400 baud) and V.29 (9600 baud) fax machines. Service may not work reliably with SuperG3 V.34 fax modems. LightEdge will make reasonable efforts to ensure service works reliably with customer's existing fax machine. Customer agrees to set their fax machine to a slower speed, if LightEdge feels necessary. LightEdge is not responsible for any integrator costs necessary to make this change. If reliable faxing over service is deemed unfeasible by either LightEdge or by customer, then the customer will bear full cost of ordering and maintaining a POTS line dedicated to faxing via the local RBOC. LightEdge will not be financially liable for inability to provide reliable faxing over this product.

If LightEdge is unable to provide reliable fax service over this product, LightEdge agrees to release customer from contract liability of the one seat being used to provide services to this fax machine. Customer will continue to be liable for remainder of contracted services in such a situation.

#### 2.7.1.2 National DID

Service defined as "National DID" is not compatible with fax machines of any design or variation.

### 2.7.2 Modem service

#### 2.7.2.1 On-Gateway

For Service defined as "On-Gateway" LightEdge will make reasonable efforts to ensure service works reliably with customer's modem. If reliable modem service is deemed unfeasible by either LightEdge or by customer, then the customer will bear full cost of ordering and maintaining a POTS line dedicated to the modem via the local RBOC. LightEdge is not responsible for any integrator costs necessary to make this change. LightEdge will not be financially liable for inability to provide reliable modem service over this product.

If LightEdge is unable to provide reliable modem service over this product LightEdge agrees to release customer from contract liability of the one seat being used to provide services to this modem. Customer will continue to be liable for remainder of contracted services in such a situation.

Business critical systems such as but not limited to point-of-sale systems, security systems, medical monitoring systems, or chemical monitoring systems should not be used with this service.

#### 2.7.2.2 National DID

Service defined as "National DID" is not compatible with modems of any design or variation.

## 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 and may be subject to availability restrictions.

### 3.1 Auto Attendant

The LightEdge Auto Attendant allows incoming calls to be directed to employees or departments without the use of a receptionist. Customized messages direct callers through a menu of options. Hours of operation can be established with distinct call

handling rules for during-business hours and after-business hours. Callers can escape from the Auto Attendant to the receptionist by dialing "0." The LightEdge Auto Attendant is fully integrated requiring no additional equipment.

### 3.2 Config, Stage, and Ship

LightEdge offers Configuration, staging and shipping of Customer Equipment used to terminate Service. Configuration only includes configuration of Equipment to support LightEdge Service. LightEdge reserves the right to bill customer at current hourly rates for configuration requests that are not required to provide Service outlined herein.

Shipping of equipment includes standard ground shipping. LightEdge reserves the right to bill customer if any alternative shipping method is requested by Customer.

### 3.3 Direct Inward Dial or DID

#### 3.3.1 Direct Inward Dial - New

An individual Direct Inward Dial phone number is provided to Customer by LightEdge to be used with Service. Customer does not own the DID and must return it at the end of Service.

#### 3.3.2 Direct Inward Dial - Port

An individual Direct Inward Dial phone number which is provided by Customer that LightEdge ports for use with Service. Customer may own the DID and may port away from LightEdge at the end of Service.

### 3.4 Directory Listing

LightEdge will procure a listing in local phone company directories. Directory Listings may not be available for all DIDs. Customer must purchase Directory Listings through LightEdge on ported numbers; failure to do so will result in customer directory listings being cancelled (via previous provider) in printed white pages, 411 directories and online directory listing services.

### 3.5 Equipment Management

LightEdge offers management of Customer Equipment used to terminate Service. Router management only includes configuration and management of Equipment necessary to support LightEdge Service. LightEdge reserves the right to bill customer at current hourly rates for configuration requests that are not required to provide Service outlined herein.

### 3.6 Hunt Group

The LightEdge Hunt Group is a vehicle for distributing call to agents regardless of location. A Hunt Group is a feature similar to a Call Center in that it allows calls to roll to multiple agents through 5 hunt policies, but a Hunt Group does not allow queuing and statistical reporting.

### 3.7 Long Distance

Additional Long Distance Bundles may be purchased in 500, 1,000, 5,000 and 10,000 minute blocks. Additional minutes will be charged based on rates stated in the Statement of Fees. Calls are billed in 6-second increments, no rounding on a per call basis.

This service will terminate telephone calls received from the Customer telephone numbers in to the Public Switched Telephone Network (PSTN). Each call terminated will be measured in six (6) second increments for duration and charged on a usage basis at a rate specified in the contract. Calls are assigned a type from the following:

- Intra-State LD
- Domestic 48 LD
- Alaska LD
- Puerto Rico LD
- U S Virgin Islands LD
- International LD

Each call type may be specified a different rate as specified in the contract. International LD call charged based on a per destination country (land-line and mobile) rate.

### 3.8 Voice Mail

LightEdge will provide Customer with voice-mailboxes with up to 100 minutes of storage per box and the option to age and hold voice-mails for a certain number of days – up to 60 days. Voice-mail is configurable by Customer administrator and is set at the Customer level.

## 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 Purchase 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 days (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) 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 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 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 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 Additional Charges and Fees

#### 7.2.1 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.

#### 7.2.2 Missed Appointment Fee

Customer or its authorized representative must be available at the Customer location for the scheduled installation 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.

#### 7.2.3 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

- Earth grounding available within 20 feet of Equipment used to terminate 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 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.
- Maintenance, configuration or warranty on customer owned PBX or equipment used with LightEdge service.
- Integrator or other such resource knowledgeable with customer owned equipment.

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>

If number portability is required, Customer agrees to provide LightEdge with a Letter of Authorization (LOA) for both a Remote Always Call Forward (RACF) order and a DID move. LightEdge will place orders for RACF and DID move on behalf of Customer. Failure to provide LOA will result in delay in installation.

Customer acknowledges and understands that the Service is not a traditional telephone service. Important distinctions (some, but not necessarily all, of which are described in this Agreement) exist between telephone service and the enhanced Service offering provided by LightEdge. The Service is not subject to the same regulatory treatment as a traditional telephone service. This treatment may limit or otherwise affect your rights of redress before Federal, State or Provincial telecommunications regulatory agencies.

If the AVS Converged Access Trunk service is used in a country other than the United States, Customer does so at their own risk, including risk that such activity violates local laws in the country where service is used. Customer is liable for any and all such use of the Service and agrees to indemnify and hold harmless LightEdge against any and all liability for any such use.

Customer is responsible for payment of any charges incurred due to fraud, abuse, or misuse of the Services, whether known or unknown, to Customer. It is the Customer's obligation to take all measures to ensure against such occurrences. Customer is responsible to protect all confidential information and remain diligent in enforcing security measures. LightEdge will make every effort to detect fraudulent calls and contact Customer immediately. LightEdge will in no way be held liable for charges, penalty, or damages caused by telecommunications usage of the Customer's Service.

## 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

## 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.

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.

## 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.

| Goal   | Remedy   |
|--|--|
| 99.99% availability<br>~ 4.32 minutes downtime monthly | Each hour service is unavailable above SLA goal qualifies the Customer for a credit of 5% 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   |
|---------|---|
| 2 hours | LightEdge will make all reasonable efforts to resolve problems resulting from Customer initiated trouble tickets for this Service within two (2) 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 the LightEdge automated 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       | Remedy   |
|------------|--|
| 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.