



## Mail Service Agreement Service Description

### Service Descriptions

#### Hosted E-Mail Basic Service (POP3/Web/SMTP):

- LightEdge will provision and maintain an electronic mail ("e-mail") system ("System") for Customer. This System will accommodate individual Mailboxes for Customer's end-users with corresponding E-mail addresses such as *name@company.com*. This system will also accommodate the use of Aliases to be used as alternative e-mail addresses assigned to an existing Mailbox as described above (ex: e-mail messages sent to an Alias will be accepted and forwarded to a designated, valid System e-mail address, e.g. *name2@company.com* and *name3@company.com* are Aliases for *name@company.com*). This system will also accommodate the use of Forwarding addresses, to be used to re-direct messages sent to an (in-domain) e-mail address to a different e-mail address or list of addresses. (ex: messages sent to *name@company.com* can be Forwarded to *name@othercompany.com*). Access to the system for the purpose of retrieving and sending e-mail will require Customer's end-users to maintain secure passwords.
- Each Mailbox includes up to 10 MB (megabytes) of storage by default. Additional storage may be purchased in 5 MB increments. E-mail attachments, both sent and received, will be limited to 10 MB in size per message. LightEdge also reserves the right to limit the number of addressees/recipients for any outbound e-mail messages generated from the system, and to limit the number of e-mails that can be sent daily from an account.
- LightEdge will provide Customer with Post Office Protocol version 3 ("POP3") service for retrieving e-mail messages from the system. POP3 access to the Service requires that the end-user of the Service use a POP3 compatible e-mail client application such as Microsoft Outlook, Eudora, etc.
- LightEdge will provide Customer with Simple Mail Transfer Protocol ("SMTP") service for sending e-mail messages from the system. SMTP access to the Service requires that the end-user of the Service use a SMTP compatible e-mail client application such as Microsoft Outlook, Eudora, etc. SMTP access to the Service from a dynamically assigned non-LightEdge IP address requires that the end-user of the Service use an e-mail client application that allows SMTP authentication.
- 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 removing domains, users, Mailboxes, Aliases and Forwards can be made via the SAI.
- Customer must maintain a "Minimum Revenue" equal to the Quantity/Level listed below multiplied by the corresponding Individual Monthly Fee for the Term of this Service Agreement. During this Term, should Customer's use of the Service, as administered via the SAI, drop below the Quantity/Level listed below, Customer will be billed and obligated to pay the Minimum Revenue.

#### Hosted E-Mail Advanced Service (Basic plus Anti-Virus and SPAM Filtering):

- LightEdge will provision and maintain an electronic mail ("E-mail") system ("System") for Customer. This System will provide all of the features and benefits described in the Hosted E-Mail Basic Service Description above.
- Customer's inbound e-mail messages will be scanned for known viruses as they are received. If no SPAM filtering services are utilized, e-mail attachments found to contain viruses will be deleted. If SPAM filtering services are used for the account, e-mail attachments found to contain viruses will be moved to a secure Web-based Message Center (see SPAM filtering description) and quarantined there. Users will have the ability to safely access and read the text of infected messages via the Message Center interface using a standard Web browser application. When messages are quarantined or deleted due to virus infection, an automated e-mail notification of the action will be generated and emailed to the affected sender and recipient of the message. Infected messages stored in the Message Center will be automatically deleted after fourteen (14) days. Anti-Virus definitions will be updated by the system as they are made available.
- Customer's inbound e-mail messages will be scanned and filtered for SPAM as they are received. Messages identified as SPAM will be moved to a secure Web-based Message Center and quarantined there. Users will have the ability to access and read their SPAM messages via the Message Center interface using a standard Web browser application. Users can choose to delete SPAM messages from their Message Center or deliver them to their e-mail account Inbox. SPAM messages stored in the Message Center will be automatically deleted every fourteen (14) days. Customer can impose domain-wide SPAM filtering settings, or allow users to select and modify their own SPAM filtering settings via the Message Center interface.

#### Advanced Gateway Service (Store and Forward):

- LightEdge will provision and maintain Store and Forward functionality for customer's inbound email. In the event that Customer's SMTP compatible e-mail system is not able to receive inbound messages, LightEdge will store those messages, up to a contracted storage capacity, for a period of time not to exceed seven (7) calendar days, and will attempt to successfully deliver those messages during that time period.

#### Advanced Gateway Service (Anti-Virus and SPAM Filtering):

- Customer's inbound e-mail messages will be scanned for known viruses as they are received. If no SPAM filtering services are utilized, e-mail attachments found to contain viruses will be deleted. If SPAM filtering services are used for the account, e-mail attachments found to contain viruses will be moved to a secure Web-based Message Center and quarantined there. Users will have the ability to safely access and read the text of infected messages via the Message Center interface using a standard Web browser application. When messages are quarantined or deleted due to virus infection, an automated e-mail notification of the action will be generated and emailed to the affected sender and recipient of the message. Infected messages stored in the Message Center will be automatically deleted after fourteen (14) days. Anti-Virus definitions will be updated by the system as they are made available.
- Customer's inbound e-mail messages will be scanned and filtered for SPAM as they are received. Messages identified as SPAM will be moved to a secure Web-based Message Center and quarantined there. Users will have the ability to access and read their SPAM messages via the Message Center interface using a standard Web browser application. Users can choose to delete SPAM messages from their Message Center or deliver them to their e-mail account. SPAM messages stored in the Message Center will be automatically deleted every fourteen (14) days.
- 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. Customer will be able to perform many service modifications via the SAI, including adding, modifying and deleting user accounts. Customer is responsible for maintaining the list of active accounts via the SAI, and will be billed based on the account list reflected on the SAI.
- Customer must maintain a "Minimum Revenue" equal to the Quantity/Level listed below multiplied by the corresponding Individual Monthly Fee for the Term of this Service Agreement. During this Term, should Customer's use of the Service, as administered via the SAI, drop below the Quantity/Level listed below, Customer will be billed and obligated to pay the Minimum Revenue.

**List Mail Services:**

- LightEdge will provide customer with list services for email. Customer will be responsible for maintenance of lists via a web interface provided by LightEdge. Customers list shall not exceed 15,000 addresses per list. LightEdge is not responsible for content of emails or email attachments

**Advanced Gateway Service (Outbound SMTP Relay Service):**

- LightEdge will provision and maintain an e-mail gateway service for Customer. Customer will host their e-mail server, or provide LightEdge with necessary information and/or access to a third-party hosted e-mail server in the event Customer's e-mail server is hosted by said third-party.

**Mail Services - General Features and Limitations (applies to all Mail Services):**

- Use of the Service 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 necessary, appropriate and unique Internet domain name(s), registration, administration, and hosting thereof.
- LightEdge will monitor and maintain the availability and operational status of Service 24 hours per day, 7 days per week.
- 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.
- LightEdge may modify the software and or systems used to provide the Services 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 Schedule A is 48 hours.
- Setup fees will be waived for account adds/deletes/changes made via the [my.lightedge.com](http://my.lightedge.com) customer portal.

**Mail 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 SAI, from time to time, for the Term of this Service Agreement.

	Service Description
<b>Hosted E-Mail Basic Service</b> (POP3/Webmail/SMTP e-mail boxes)	
<b>Hosted E-Mail Advanced Service</b> (POP3/Webmail/SMTP e-mail boxes, Spam/Virus filtering)	
<b>Advanced Gateway Services (AGS) – Contracted Individually</b>	
<b>Store and Forward</b> (1GB included, additional storage available)	
<b>SMTP Relay</b> (10GB monthly transfer included, additional available).	
Overages will be charged at rate stated on Statement of Fees.	
<b>Anti-Virus and SPAM Filtering</b> (Priced on a per mailbox basis)	

**Mail Services Options\*\***

**5MB Additional Mailbox Storage:** Option for Hosted E-Mail Basic or Advanced Service\*\*

**Aliased Addresses Option:** E-mail messages sent to an Alias will be accepted and forwarded to a designated, valid System e-mail address, e.g. name2@company.com and name3@company.com are Aliases for name@company.com.

**Forward Addresses Option:** E-mail messages sent to a Forward address will be accepted and forwarded to a valid e-mail address or list of addresses e.g. name@company.com is a Forward address that sends its e-mail to name@company2.com. Forward addresses cannot be logged into and have no storage associated with the address. Spam and Virus filtering is not available for Forward addresses.

**SMTP Relay Additional Data Transfer** (Available in 5GB increments)

**Store and Forward Additional Storage** (Available in 1GB increments)

**List Services** LightEdge provided forwarding services to a customer maintained list (Per List Cost)

## Mail Service Agreement Service Level Agreement

### *Overview*

**Service Credits:** 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.

**Service Credit Exceptions:** Service Credits shall not be issued where the Service is unavailable as a result of: (a) Scheduled Maintenance, (b) Interruptions caused by the negligence, error or omission of Customer or end-user or others authorized by customer to use or modify the Customer's Service, (c) Customer's applications, equipment, or facilities including Customer premise wiring, (d) acts or omissions of Customer, or any use of the Service authorized by Customer or (e) reasons of Force Majeure (as defined in the Master Service Agreement), (f) Interruptions from Customer's use of Services in an unauthorized or unlawful manner, (g) Interruptions resulting from a LightEdge disconnect for non-payment or an interruption due to improper or inaccurate network specifications provided by Customer, (h) Interruptions during any period when Customer or user has released Service to LightEdge for maintenance or rearrangement purpose, or for the installation of a Customer service order; and/or (i) Interruptions during any period when Customer elects not to release the Service(s) for testing and/or repair and continues to use the Service on an impaired basis.

**Scheduled Maintenance:** Scheduled Maintenance shall mean any maintenance at the LightEdge hub to which Customer's circuit is connected (a) of which Customer is notified 48 hours in advance, and (b) that is performed during a standard maintenance window from 12 AM to 4 AM. Notice of Scheduled Maintenance will be provided to Customer's designated point of contact by email. It is Customer's obligation to make sure LightEdge has correct contact information.

**Urgent Maintenance:** Urgent Maintenance refers to efforts to correct network conditions that are likely to cause a material Service outage and that require immediate action. Urgent Maintenance may degrade the quality of the Services, including possible outages. Such effects related to Urgent Maintenance shall entitle Customer to service credits as set forth in the SLA. LightEdge may undertake Urgent Maintenance at any time deemed necessary and shall provide notice of Urgent Maintenance to Customer as soon as is commercially practicable under the circumstances.

### *Service Availability Commitment*

LightEdge Service Availability Guarantee is to provide Managed Security Service, ("Service") via LightEdge provided Equipment at the Customer's Service Address with a targeted uptime of 99.9%.

**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:  $100 * (1 - \frac{\text{Sum of Outage Duration}}{\text{Total Available Time}})$

**Service Availability Remedy:** In the event that, for a particular month, the Service Availability falls below the commitment noted above, Customer may receive a credit for service(s) affected for such month in accordance with the following calculation.

$20\% * (\text{Total Service Monthly charge} - \text{Any Credit for other SLA remedies applied for that particular Service})$

Example: Outage of 2.5 hours or 150 minutes in April  
 April has 43,200 minutes (30 days \* 24 hours \* 60 minutes)  
 Service Availability is:  $100 * (1 - 150/43200) = 99.65\%$   
 Customer received a \$120 credit for Time to Respond on that service  
 Customer's service with the outage has a \$500 monthly fee  
 Credit:  $10\% (\$500 - \$120) = \$38$

### *Notification Commitment*

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 email notification to Customer. Customer is responsible for providing their own pager (s), a suitable email-pager gateway, and up to two (2) corresponding email addresses.

### *Response and Repair Time Commitment*

Configuration requests will be confirmed and fulfilled within four (4) business hours after receipt. LightEdge will respond to Customer requests for repair and other break/fix technical problems within a mean time of one (1) hour during normal Client Care business hours. Problem resolution will be completed for such requests within eight (8) business hours. LightEdge will repair or replace any LightEdge provided Equipment within a mean time of 48 hours after LightEdge's determination that LightEdge provided Equipment is defective, during normal Client Care business hours.

**Repair Time Remedy:** If LightEdge fails to meet the Time to Repair Commitment, may be credited for the pro-rated charges for the outage time in excess of the time to repair with a minimum of one day of the LightEdge Monthly Fee for the service with respect to which a Repair Time has not been met.