

This **Mail 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" is party LightEdge is entering into Service agreement with.

**E-mail:** "E-mail" refers to the worldwide system of sending E-mail messages to people across the Internet.

**Equipment:** "Equipment" refers to Equipment that LightEdge has deployed in LightEdge managed facilities to provide service to Users.

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

**Service:** "Service" refers to the systems, equipment and interfaces used to provide E-mail to Users. 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.

**Users:** "Users" refers to the any person authorized by Customer to utilize Service.

## 2.0 Service Description

### 2.1 General

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 redirect 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 20 MB (megabytes) of storage by default. Additional storage may be purchased in 10 MB increments. E-mail attachments, both sent and received, will be limited to 10 MB in size per message

End user will be notified when e-mail box reaches 80% of storage capacity. At 100% of storage capacity, end user will not be able to send or receive e-mail until the storage size falls below the limit.

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.

### 2.2 Levels

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### 2.3 Availability

The availability of Service is dependent on existence of a suitable network transport from LightEdge to User(s). Service can 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

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### 2.5 Features

Service will provide the following features at no additional cost.

**DNS:** LightEdge will provide Domain Name Services (DNS) hosting and administration for one registered domain name as part of this service. Additional Domain Names will be billed at the appropriate rate.

**POP3:** 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.

**SMTP:** 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. 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.

### 2.6 Moves, Adds and Changes

This section intentionally left blank.

### 2.7 Limitations

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## 3.0 Service Options

The following options may be added to Customer Service. Description of Service options herein in no way entitles Customer to feature. Options described below may have additional cost associated with them.

### 3.1 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.

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

LightEdge will provision and maintain Store and Forward functionality for Customer's inbound e-mail. 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.

### 3.3 Encryption (per seat)

LightEdge will provide Customer with encryption of outbound email. If desired this feature must be purchased for all individuals sending outbound email.

Outbound encrypted email sent to any recipient sharing same encryption vendor will be automatically decrypted by recipient's service. Outbound encrypted email sent to any other recipient will be replaced with a pointer to a secure portal whereby recipient can retrieve contents of original encrypted email.

Encryption can be automatically triggered when email contains sensitive information such as but not limited to personal health information, financial information or any information that could be reasonably matched with keyword or pattern matching.

Branding services are available with encryption.

### 3.4 List Mail Services

LightEdge will provide Customer with list services for e-mail. 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 e-mails or e-mail attachments.

### 3.5 SPAM and Virus Filtering

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.

## 4.0 Service Delivery

### 4.1 General

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

### 4.2 Installation

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 Service Upgrades

LightEdge may use other methods 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 Requirements

Customer is responsible for all equipment used to access Service

### 5.2 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.

### 5.3 Equipment Maintenance and Failure

LightEdge is responsible for the maintenance and replacement of the equipment used to provide the Managed Mail service.

## 6.0 Service Support

### 6.1 Authorized Contacts

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

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

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

### 6.2 Helpdesk

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

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

If requested by Customer LightEdge will notify Customer within sixty (60) minutes of a Service outage via e-mail (to pager) notification Services. An outage is defined as any fifteen (15) consecutive minutes where the Service is unavailable. 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., local time, 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 an 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 Service Activation Date

The Service Activation Date is the date on which Service is activated for Customer by LightEdge. The Service Activation Date may or may not correspond to the date Customer first uses Service. Billing for the Service Component will begin on the Service Activation Date.

##### 7.2 Monthly Commitment

Customer must maintain a Minimum Monthly Commitment Level ("MMCL") of Service. MMCL shall be defined as the dollar amount specific to this Service contained within the executed Purchase Agreement. Should Customer's use of the Service drop below the MMCL during the contract term, Customer will be billed and obligated to pay at minimum the Monthly Charge contained within the executed Purchase Agreement. Increases in service quantities may be made at any time.

Changes in the MMCL are allowed within 30 days of the install date. After 30 days, monthly billings cannot drop below this amount for the duration of the contract.

##### 7.3 Service Usage-based

LightEdge will bill Customer monthly for the maximum number of mailboxes in use at one point in time by Customer during each calendar month.

#### 8.0 Customer Requirements

End users will be required to maintain complex passwords for their end user accounts. LightEdge will provide a secure URL that any end user can access to change passwords.

LightEdge is not responsible for unexpected use of Services whether by ex-employees, compromised user passwords or any other misuse of Customer accounts.

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

#### 9.0 Service Conditions

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. LightEdge is not liable for late or delayed e-mails no matter what the root cause.

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>

## 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 access 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 Service, 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 Service.

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

### 10.3 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.

Service interruptions, deficiencies, degradations or delays in Service caused by any piece of equipment, configuration or technology under the management or control of the Customer. 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.

### 10.4 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
99.9% availability ~ 43.2 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
4 hours	LightEdge will make all reasonable efforts to resolve problems resulting from Customer initiated trouble tickets for this Service within four (4) hours.

**10.6 Performance SLA Goals**

There are no Performance SLA Goals 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 agreed upon notification method. 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
60 minutes	Each failure to meet the goal qualifies Customer for a credit of 1% of MRC per event up to a maximum of 50% of MRR for affected service.

**10.7.2 Provisioning SLA**

For purpose of the Provisioning SLA, the duration of Provisioning shall be deemed to commence upon the signature of contract for Service by Customer and ends when the Service has been provisioned to the Customer.

Goal	Remedy
45 days	Failure to meet the goal does not qualify the Customer for any credit