

This **Managed Load Balancing 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.

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

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.

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

Load Balancing: "Load Balancing" refers to the Service and/or Equipment used to direct customer traffic to appropriate resource.

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

Service: "Service" refers to the service and service definitions defined herein.

2.0 Service Description

2.1 General

LightEdge will provide Customer with Managed Load Balancing Service. Service will typically be delivered in the form of managed Equipment that directs all packets traveling from Internet towards specific devices within Customer Network according to device availability.

Customer is responsible for determining any and all load balancing requirements, as they deem appropriate, and communicating these to LightEdge. LightEdge is responsible for implementing these load balancing rules requested within the constraints of the Service.

2.2 Availability

The availability of Service is dependent on existence of a suitable transport Circuit from LightEdge to Customer Premise or Customer Equipment. LightEdge reserves the right to limit availability of Service even if suitable transport Circuit exists between LightEdge and Customer Premise or Customer Equipment.

2.3 Options

Service will be delivered via one of the options listed below. Description of Service options herein in no way entitles customer to delivery option. Options described below may have additional cost associated with them.

Shared Server Load Balancing (SLB): Service will be delivered on a shared hardware platform which services multiple customers. Segmentation of traffic on the shared platform is not possible.

Dedicated Server Load Balancing (SLB): Service will be delivered on a dedicated hardware platform or hardware platform which can be virtualized. Service delivery will be segmented and isolated for each customer.

3.0 Service Options

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

3.1 Global Server Load Balancing (GSLB)

Global Server Load Balancing is provided via a shared platform. GSLB tests end customer equipment and delivers a DNS response based on the availability of the customer equipment.

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 additional configuration work is required due to limitations of the Customer Network 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.

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.

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 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

LightEdge will determine and provide appropriate Equipment for Service based on contract.

5.2 Equipment Requirements

LightEdge will determine and provide appropriate Equipment for Service based on contract.

5.3 Equipment Configuration

LightEdge is responsible for all Equipment configurations necessary to connect termination Equipment into Customer Network. Customer will be provisioned on a piece of Equipment dedicated only to Customer. LightEdge reserves the right to consider "virtual Equipment" the same as a dedicated piece of Equipment if such "virtual Equipment" provides all of the security benefits that a dedicated piece of Equipment would.

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

5.4 Equipment Failure

LightEdge is responsible for any failure of Equipment deployed to support the Service outlined herein. This is not inclusive of Customer owned equipment.

6.0 Service Support

6.1 Authorized Contacts

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

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

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

6.2 Helpdesk

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

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

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

All communications with Customer will be in the English language.

6.3 Support Limitations

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

6.4 Monitoring

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

6.5 Notifications

If requested by Customer LightEdge will notify Customer within fifteen (15) minutes of a Service outage via e-mail (to pager) notification Services. LightEdge will monitor connections to the IP address of the load balancer. 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), one 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 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.

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

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 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 (i.e. POTS line) whether provided by LightEdge or by third parties, or Equipment when 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.

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

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 3rd 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>

- 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	Objective
99.99% availability ~ .432 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

10.6.1 Latency SLA

There is no Latency Delivery 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.

10.7.4 Change SLA

For purpose of the change SLA, the duration for the change goal shall be determined by the duration of time between the change request and the time that the change has been provisioned by the Network Operation Center (NOC) staff.

Goal	Remedy
24 hours	Failure to meet the goal does not qualify the Customer for any credit