

This **Managed SSL 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.

**Certificate:** "Certificate" refers to a public key digital Certificate which uses a digital signature to bind a public key with an identity. Such a Certificate gives some level of trust that the document one is looking at has come from a company or group validated by a 3<sup>rd</sup> party.

**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.

**Domain(s):** "Domain(s)" refers to Customer domain name(s) such as domain.com.

**Hostname(s):** "Hostname(s)" refers to an individual hostname that is unique within Customer domain name space. An example would be [www.domain.com](http://www.domain.com). Hostnames are sometimes referred to as Fully Qualified Domain Names (FQDNs).

**Service:** "Service" refers to the systems, equipment and interfaces used to provide Managed SSL 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.

**Subdomain:** "Subdomain(s)" refers to a subdomain of Customer domain name(s) such as sub.domain.com.

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

## 2.0 Service Description

### 2.1 General

LightEdge will provide Managed SSL for a Customer's domain name.

#### 2.1.1 Basic SSL Certificate

LightEdge will provide an SSL Certificate for single fully qualified Customer Hostname. LightEdge is responsible for registering and maintaining SSL with suitable SSL provider and providing customer with an SSL Certificate suitable for use with their application.

Customer is responsible for providing LightEdge with all information necessary to successfully procure and maintain SSL Certificate. This "Domain Validated" Certificate will require validation of domain name WHOIS information and key and Certificate signing requests (CSRs).

SSL Certificate supports 128-bit security. Vendor of SSL Certificate provides a minimum of \$10,000 relying party guarantee. Certificate can be re-issued at any time. Certificate can be replaced without charge within thirty (30) days of initial provisioning.

Certificate will be auto-renewed with registrar on a regular basis as long as Service is under contract with LightEdge.

#### 2.1.2 Basic SSL Wildcard

Basic SSL Wildcard includes all features of Basic SSL Certificate. Additionally SSL certificate can be used with any number of Hostnames using same Domain Name.

#### 2.1.3 Standard SSL Certificate

LightEdge will provide an SSL Certificate for single fully qualified Customer Hostname. LightEdge is responsible for registering and maintaining SSL with suitable SSL provider and providing customer with an SSL Certificate suitable for use with their application.

Customer is responsible for providing LightEdge with all information necessary to successfully procure and maintain SSL Certificate. This "Organizationally Validated" Certificate will require validation of Dun & Bradstreet listing, articles of incorporation, business licenses, tax ID, domain name WHOIS information, and key and Certificate signing requests (CSRs).

SSL Certificate supports 128 to 256-bit security and will default to 256-bit unless otherwise requested. Vendor of SSL Certificate provides a minimum of \$100,000 relying party guarantee. Certificate can be re-issued at any time. Certificate can be replaced without charge within thirty (30) days of initial provisioning.

Certificate will be auto-renewed with registrar on a regular basis as long as Service is under contract with LightEdge.

#### 2.1.4 Standard SSL Wildcard

Standard SSL Wildcard includes all features of Standard SSL Certificate. Additionally SSL certificate can be used with any number of Hostnames using same Domain Name.

#### 2.1.5 Premium SSL Certificate

LightEdge will provide an SSL Certificate for single fully qualified Customer Hostname. LightEdge is responsible for registering and maintaining SSL with suitable SSL provider and providing customer with an SSL Certificate suitable for use with their application.

Customer is responsible for providing LightEdge with all information necessary to successfully procure and maintain SSL Certificate. This "Extended Validation" Certificate will require validation of Dun & Bradstreet listing, articles of incorporation, business licenses, tax ID, domain name WHOIS information, and key and Certificate signing requests (CSRs). In addition this extended validation Certificate will require additional validation beyond that which is performed on an organizationally approved SSL Certificate.

SSL Certificate supports 128 to 256-bit security and will default to 256-bit unless otherwise requested. Vendor of SSL Certificate provides a minimum of \$250,000 relying party guarantee. SSL Certificates will turn most modern browser address boxes green as a further indication of site security. Certificate can be re-issued at any time. Certificate can be replaced without charge within thirty (30) days of initial provisioning.

Only certain types of companies qualify for SSL Premium Service. These include:

- Government entities
- Legal corporations
- General partnerships
- Sole proprietorships
- Unincorporated associations

Certificate will be auto-renewed with registrar on a regular basis as long as Service is under contract with LightEdge.

## 2.2 Features

Service will provide the following features at no additional cost.

No features yet identified.

## 2.3 Availability

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

### 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.

**Wildcard SSL Certificate:** This option is available with either SSL Basic or SSL Standard Service. It allows any number of Hostnames to be used with a single Domain SSL Certificate.

**Subject Alternative Name SSL Certificate:** This option is available with Basic SSL Certificate, Standard SSL Certificate or Premium SSL Certificate services. It allows up to forty (40) Hostnames or Sub-domains, public IPs or private IPs to be used with a single Domain SSL Certificate.

### 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, 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 or assistance in configuration, installation, administration, troubleshooting, maintenance or repair of any Customer equipment and software, or integration of such equipment and software into the Customer Network.

#### 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 SSL 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 days (365) days per year. LightEdge Technical Support provides support for network monitoring, trouble ticket resolution, and fault isolation on the Domain Services platform 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., 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 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 Billing Frequency

LightEdge will bill Customer monthly for Service.

## 8.0 Customer Requirements

End users will be required to maintain complex passwords for their end user accounts. LightEdge will provide either a secure URL that authorized end user can access to change passwords or Help Desk support to set 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 is responsible for maintaining a backup copy of all Customer data residing on the Managed SSL service.

Customer shall be fully responsible for providing to LightEdge at Customer's own expense and in a timely manner the following:

## 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.

- 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 information necessary to successfully procure and maintain SSL Certificate. This may include but is not limited to
  - Dun & Bradstreet listing
  - Articles of incorporation
  - Business licenses
  - Tax ID
  - Domain name WHOIS information
  - Key and Certificate signing requests (CSRs).

## 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.

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>

Any representations or warranties made by provider of SSL certificates exist solely between Customer and such provider. LightEdge makes no representations or warranties of such 3<sup>rd</sup> party representations. LightEdge has no responsibility or liability with regard to such 3<sup>rd</sup> party representations or warranties.

LightEdge bears no financial, legal or operational responsibility for Domains or Certificates that are taken over by another party whether by lapse of annual registration fee, malicious takeover, company transfer, lack of customer communication, human error, forged paperwork, or any other cause.

LightEdge makes no representation as to ability to obtain Service for Customer. LightEdge will not attempt to obtain Service via any party other than a public registrar of LightEdge's choosing.

LightEdge reserves the right to deem Service unavailable for any reason. This includes but is not limited to Domains containing obscenities, Service with questionable ownership claim, Domains being reported as unavailable by registrar or Domains that do not meet DNS standards.

LightEdge reserves the right to bill customer at standard hourly engineering rates for any support requests that require more than one (1) hour per month or for any installation requests that take more than two (2) hours during initial provisioning relating to Service.

Unless otherwise specified Service cannot be changed and Customer shall be held financially responsible for Service after LightEdge has performed initial provisioning of Service. Name changes, domain changes or other such fundamental changes to the Service shall be treated entirely as new Service and subject to the terms of such new Service.

## 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

### 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.
- 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

SLAs do not apply and LightEdge is not responsible for failure to meet an SLA resulting from:

- Outage caused by inability to transfer Domain, trouble renewing Domain or Certificate, trouble obtaining Domain or Certificate, incorrect information at registrar or any other root cause outside of the direct control of LightEdge.

## 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 ~ 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**

There are no Performance SLA Goals with this Service.

**10.7 Other SLA Goals**
**10.7.1 Monitoring SLA**

There are no Monitoring SLA Goals with this 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

**10.7.3 Change Request SLA**

The Change Request SLA is measured from the time a ticket is opened requesting a change of customer data to the time that change is started. Due to caching of DNS or other information by 3<sup>rd</sup> party platforms no guarantee can be made as to when the change will be effected across entire Internet.

Customer has the option of defining specific time and date for any change request. LightEdge will make all reasonable efforts to fulfill such Service requests resulting from an authorized phone request within one (1) hour of the time and date requested by Authorized Contact. An email request defining a specific time and date must be followed up by a phone request for this time commitment to apply.

Unless otherwise requested by Customer LightEdge will make all reasonable efforts to fulfill standard Service change requests resulting from an authorized email or phone request within one (1) business day.

Service change request can be deemed an emergency Service change request if Authorized Contact clearly requests emergency status when opening the Service request. LightEdge will make all reasonable efforts to fulfill emergency Service requests resulting from an authorized phone request within one (1) hour. An email request defining a specific time and date must be followed up by a phone request for this time commitment to apply.

For emergency goal to apply customer must state that change request is an emergency and this must be noted as such in the change request ticket. Emergency goal shall not apply for an unstated emergency request.

Goal	Remedy
1 hour for emergency 1 business day for standard	Each failure to meet the goal qualifies Customer for a credit of 5% of MRC per event