

This **Managed Server Support 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.

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

**Operating System:** "Operating System" refers to the base software running on Customer Server.

**Server:** "Server" refers to the Customer computer receiving "Product".

**Service:** "Service" refers to the systems, equipment and interfaces used to provide Server management 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 Managed Server Support Service is an end-to-end offering for management of Customer Server(s).

LightEdge will provide and perform various Server management activities as described herein.

The LightEdge Managed Server Support Service is designed to provide service to enterprise server operating systems. LightEdge reserves the right to refuse delivery of service to equipment deemed outside the target of the product such as, but not limited to, workstations, laptops, mobile devices, home users and equipment other than computers.

This product is currently available on the following enterprise server operating systems:

- Microsoft Windows Server 2003
- Microsoft Windows Server 2008
- Red Hat Linux
- Novell SUSE Linux
- Sun Solaris 8, 9 or 10

There are three variants of this product. In order of increasing functionality they are Basic, Standard and Premium management packages.

### 2.2 Basic Features

Features defined in this section have relevance with all Server management packages.

#### 2.2.1 24x7 Telephone Support

Telephone based support is available 24 hours a day, 7 days a week.

This feature is intended to support basic functionality of LightEdge Services. Advanced functionality, application level support or Operating System support may not be available with this feature. LightEdge shall be the sole party responsible for defining which issues shall be classified as incidents and treated based on the "Incident Support" feature.

#### 2.2.2 Incident Support

Incident support is defined under the Service Options section.

No free incidents are included with this tier of service. Per incident support is available at hourly rates.

#### 2.2.3 Basic Monitoring

Basic up/down monitoring is performed on Customer Server. Up/down status is determined based on ICMP polling which is performed every one (1) minutes. Each up/down test is performed by sending two ICMP packets to the Customer's Server(s).

If any ICMP packet is returned to the monitoring server in less than two (2) seconds the Customer Server is considered to be up and the network path is considered to be fully available. No alert will be sent.

If neither ICMP packet is returned to the monitoring server than Customer Server will be considered down. An alert will be sent to LightEdge and/or to an email contact defined by the Customer.

This feature requires ICMP access to the Customer Server. Customer is responsible for working with LightEdge to ensure that Customer Server responds to ICMP packets.

This feature includes a single up/down test. Additional tests may be available at additional cost. More advanced monitoring is available with the Performance Monitoring feature.

Application monitoring is performed on Customer Server. Application tests will be performed every one (1) minutes. Each application test is performed by attempting a port connection to the specific application on the Customer's Server(s).

If the port connection is successful and the application responds in less than fifteen (15) seconds the service is considered to be up and the network path is considered to be fully available. No alert will be sent.

If the port connection is unsuccessful or the application takes more than fifteen (15) seconds to respond the service is considered to be unavailable. An alert will be sent to LightEdge and/or to an email contact defined by the Customer.

This feature requires port access to the applications running on the Customer Server. Customer is responsible for working with LightEdge to ensure that Customer Server responds appropriately to application test packets.

If the customer application does not use a well defined protocol such as HTTP than application monitoring may be limited to determining if the port is open or closed. Determining true availability of such an application may not be possible.

This feature includes up to two (2) application tests. Additional tests may be available at additional cost. More advanced monitoring is available with the Performance Monitoring feature.

#### 2.2.3 Network Usage Reporting

Network utilization reports are made available to Customer in the form of a graph. This network utilization graph will be updated based on SNMP polling of the Ethernet switch port directly attached to the Customer Server.

Customer graphs will be updated every five (5) minutes and each value will be an average reflecting the previous five (5) minutes.

This feature requires SNMP read-only access to the remotely manageable switch(es) to which the Customer Server is directly attached. If Ethernet switch is managed by LightEdge then LightEdge shall be responsible for providing and maintaining the configuration required to support this feature. If Ethernet switch is not managed by LightEdge then Customer shall be responsible for providing and maintaining the configuration required to support this feature.

This feature includes reporting on up to two (2) interfaces. Additional tests may be available at additional cost. Each interface will be graphed separately.

## 2.2.4 Remote Hands

Remote Hands feature is available during standard business hours from 8am to 5pm CDT. This feature does not include any troubleshooting. If troubleshooting is required than event shall be treated under the terms of the Incident Support feature.

LightEdge technician will be available to assist Customer with tasks that fall into the category of Remote Hands assistance. Such activities are limited to the list below and may be subject to additional limitations defined below.

- Hard or soft reboot requests
- Crash cart requests
- Cable moves
- Access requests

This feature has a fifteen (15) minute response time. Response time is measured as the time elapsing between initial customer request and first LightEdge response to the request. Response to the service request shall be considered any communication between LightEdge and the Customer relating to the service request and may not be inclusive of the successful completion of the service request.

This feature includes up to two (2) requests per calendar month. Additional requests will be treated under the terms of "Per Incident Support".

This feature includes up fifteen (15) minutes of a technician's time. Each fifteen (15) minute block of time spent assisting Customer shall be counted against the quantity of available monthly requests as a unique request. LightEdge shall be the sole party responsible for defining which issues shall be classified as incidents and treated based on the "Incident Support" feature.

### 2.2.4.1 Hard/Soft Reboots

Customer can submit a reboot request to LightEdge. If LightEdge has management access to Customer Server a soft reboot will be attempted. This soft reboot may be attempted via remote management access to the Server or via a directly attached keyboard and monitor.

If soft reboot is unsuccessful LightEdge will attempt a hard reboot by manually power cycling the Server using the power button on the Server or by cycling power to the Server using a manageable power strip or by cycling power to the Server by removing the power cables feeding the Server.

LightEdge is not responsible for data loss or damage caused by Hard/Soft Reboots so requested by Customer. If Customer does not wish LightEdge to attempt a hard reboot than they must state so during the initial reboot request.

### 2.2.4.2 Crash Cart Requests

Customer can submit a crash cart request to LightEdge. LightEdge will provide a PS/2 keyboard, a USB keyboard, a USB mouse and a VGA monitor capable of 1024x768 resolution at each data center location to facilitate crash cart requests. Customer bears responsibility for providing any equipment required to successfully provide crash cart services beyond the list above.

LightEdge will insert or remove storage media from Server at the request of Customer. This is limited to USB-based storage, CD-ROMs or DVDs, or hot-swappable hard drives. Internal hard drives or storage that requires any disassembly of Server will not be covered by this feature.

LightEdge will make available at each data center a CD-ROM, DVD or ISO copy of all SPLA software Customer has purchased from LightEdge. Customer will be responsible for providing any other software required to successfully fulfill Crash Cart Requests. LightEdge reserves the right to refuse to Service a Crash Cart Request if it reasonably believes that Customer is attempting to install illegal or unlicensed software.

LightEdge is not responsible for data loss or damage caused by crash cart requests requested by Customer.

## 2.2.4.3 Cable Moves

Customer can submit a Cable Move request to LightEdge. LightEdge technician will move a cable within a Customer's rack. LightEdge is not responsible for any outage caused by such a request.

Cable Move requests do not include termination or structured cabling assistance. LightEdge reserves the right to refuse to perform any Cable Move request for reasons such as, but not limited to: lack of suitable patch cables, inability to gain reasonable access to customer equipment, lack of understanding of Customer request or request involving something other than pre-manufactured cabling.

## 2.2.4.4 Access Requests

Customer can submit an access request to LightEdge. LightEdge will follow company Standard Operating Procedures for such Access Requests and reserves the right to refuse access request for any reason. Access requests are limited to: requests to unlock data center cabinets, requests to gain entry to data center or requests to gain entry to data center building.

## 2.2.5 Hardware Replacement

For each Server supplied by LightEdge under a Dedicated Server contract LightEdge shall be responsible for any and all hardware replacement relating to the Server under contract.

For each Server supplied by anyone not under a Dedicated Server contract Customer shall be responsible for any and all hardware replacement relating to the Server.

This feature grants customer right to use a temporary LightEdge supplied Server. The specifications of this Server shall not exceed the maximum Level 3 Server specifications outlined in the Dedicated Server Service Agreement. LightEdge shall be sole party responsible for determining specifications of temporary server.

Customer shall have fourteen (14) calendar days to use temporary server without cost. Calendar days are measured between the days elapsing between initial customer request for temporary Server and current date. If Customer has not returned temporary Server or if Customer returns Server in a state other than that in which it was loaned to the Customer in then Customer agrees to be held liable for monthly rental of Server at current market rates. This monthly rate shall continue until temporary Server is returned in an acceptable condition.

Unless otherwise contracted in a separate agreement Customer shall be responsible for the reinstallation of any operating systems, applications or other software required to bring Server back into service.

## 2.3 Standard Features

Description of the features below in no way entitles Customer to any particular feature. Features defined in this section only have relevance with the Standard and Premium management packages. The Standard management package is inclusive of all features defined within the Basic management package.

### 2.3.1 24x7 Telephone Support

Telephone based support is available 24 hours a day, 7 days a week.

This feature is intended to support basic functionality of LightEdge Services. Advanced functionality, application level support or Operating System support may not be available with this feature. LightEdge shall be the sole party responsible for defining which issues shall be classified as incidents and treated based on the "Incident Support" feature.

### 2.3.2 Incident Support

Incident support is defined under the Service Options section.

Up to two (2) free incidents per calendar month are included with this tier of service. Additional per incident support is available at hourly rates.

### 2.3.3 Performance Monitoring

Performance monitoring is performed on Customer Server. Performance tests will be performed every five (5) minutes. Each performance test is performed by

attempting a port connection to the specific application on the Customer's Server(s) or by sending an ICMP packet to the Customer's Server(s).

If the port connection is successful and the application responds in less than a second or if the ICMP packet is returned to the monitoring server in less than 150 milliseconds the service is considered to be up and the network path is considered to be fully available. No alert will be sent.

If the port connection is successful but the application responds in more than a second or if ICMP packet is returned to the monitoring server in more than 150 milliseconds the service is considered to be degraded. An alert will be sent to LightEdge and/or to an email contact defined by the Customer.

If the port connection is unsuccessful or the application never responds or if ICMP packet is not returned to the monitoring server the service is considered to be unavailable. An alert will be sent to LightEdge and/or to an email contact defined by the Customer.

This feature requires port and/or ICMP access to the applications running on the Customer Server. Customer is responsible for working with LightEdge to ensure that Customer Server responds appropriately to performance test packets.

If the customer application does not use a well defined protocol such as HTTP than performance monitoring may be limited to determining if the port is open or closed. Determining true availability of such an application may not be possible.

This feature includes up to ten (10) performance tests. Additional tests may be available at additional cost.

### 2.3.4 Component Monitoring

SNMP or WMI-based monitoring of Server hardware or software components are performed on Customer Server. Component tests will be performed every five (5) minutes. Each component test is performed by performing an SNMP poll of a specific OID and comparing the result of that SNMP poll to specific values or by performing a WMI query on the Server's database.

Example components are as follows:

- CPU
- Hard drives
- Power supplies
- Service status

If the component test reports success the component is considered to be fully available. No alert will be sent.

If the component test reports a degraded condition the component is considered to be degraded. An alert will be sent to LightEdge and/or to an email contact defined by the Customer.

If the component test fails, reports an unknown condition or reports a down condition the component is considered to be down. An alert will be sent to LightEdge and/or to an email contact defined by the Customer.

This feature may require the installation of additional software on the Customer Server and requires remote network access to this software running on the Customer Server. Customer is responsible for working with LightEdge to ensure that the software can be successfully installed on the Customer Server and that this software responds properly to component tests.

This feature is subject to compatible SNMP OID. If SNMP OID is not available than component test may not be possible.

This feature includes up to five (5) component tests. Additional tests may be available at additional cost.

### 2.3.5 Component Usage Reporting

Component utilization reports are made available to Customer in the form of a graph. These component utilization graphs will be updated based on SNMP polling of the Customer Server.

Customer graphs will be updated every five (5) minutes and each value will be an average reflecting the previous five (5) minutes.

This feature will require the installation of additional software on the Customer Server and requires remote network access to this software running on the Customer Server. Customer is responsible for working with LightEdge to ensure that the software can be successfully installed on the Customer Server and that this software responds properly to component tests.

This feature is subject to compatible SNMP OID. If SNMP OID is not available than component usage reporting may not be possible.

This feature includes reporting on up to five (5) components. Additional tests may be available at additional cost.

### 2.3.6 Remote Hands

Remote Hands feature is available 24 hours a day, 7 days a week. This feature does not include any troubleshooting. If troubleshooting is required than event shall be treated under the terms of the Incident Support feature.

This feature includes up to five (5) requests per calendar month. Additional requests will be treated under the terms of "Per Incident Support".

All other terms of feature are defined in previous Remote Hands feature description.

## 2.4 Premium Features

Description of the features below in no way entitles Customer to any particular feature. Features only have relevance with the Premium management package. The Premium management package is inclusive of all features defined within the Basic and Standard management packages.

### 2.4.1 24x7 Telephone Support

Telephone based support is available 24 hours a day, 7 days a week.

This feature is intended to support basic functionality of LightEdge Services. Advanced functionality, application level support or Operating System support may not be available with this feature. LightEdge shall be the sole party responsible for defining which issues shall be classified as incidents and treated based on the "Incident Support" feature.

### 2.4.2 Incident Support

Incident support is defined under the Service Options section.

Up to two (2) free incidents are included with this tier of service. Additional per incident support is available at hourly rates.

### 2.4.3 Remote Hands

Remote Hands feature is available 24 hours a day, 7 days a week. This feature does not include any troubleshooting. If troubleshooting is required than event shall be treated under the terms of the Incident Support feature.

This feature includes up to ten (10) requests per calendar month. Additional requests will be treated under the terms of "Per Incident Support".

All other terms of feature are defined in previous Remote Hands feature description.

### 2.4.4 Anti-Virus Software

This feature includes the installation and regular maintenance of an Anti-Virus Software to a single Customer Server.

Installation and ongoing maintenance of this feature may require a reboot of Customer Server. Any required reboots of Server will be performed during maintenance windows.

Any outage caused by this feature shall not be grounds for any SLA credit. Customer agrees to not hold LightEdge responsible for any unanticipated side effects or issues caused by this feature.

LightEdge is not responsible for any virus, bug, worm, Trojan horse, or other such security threat that is not identified by Anti-Virus Software. LightEdge will be the sole party responsible for defining software to be used to provide Anti-Virus feature.

Customer has the option to "opt-out" or "opt-in" this particular feature at any time.

### 2.4.5 Operating System Patching

This feature includes the scheduled application of vendor recommended patches to the base Operating System on a monthly basis.

If patches are classified urgent by vendor due to a security risk or if Customer requests that a patch be classified urgent then LightEdge will perform an emergency patch during next scheduled emergency maintenance window.

LightEdge will not apply 3<sup>rd</sup> party patches to Operating System, patches to applications, patches to software or software library patches as part of this Service.

If patching performed during a scheduled maintenance window requires a reboot of Customer Server than LightEdge shall reboot Server without any further notification to Customer. If patching performed outside of a scheduled maintenance window requires a reboot of Customer Server than LightEdge will make a reasonable effort to contact Customer. If Customer cannot be reached after such reasonable effort than LightEdge reserves the right to reboot Customer Server without further notification.

Any outage caused by application of operating system patches performed as part of this feature shall not be grounds for any SLA credit. Customer agrees to not hold LightEdge responsible for any unanticipated side effects or issues caused by this feature.

Customer is responsible for checking status of Server and applications after such patches are applied. Upon discovery by Customer of any abnormality LightEdge will provide assistance in backing out any such patches. LightEdge will not be held responsible if patches cannot be backed out or if Customer Server cannot reasonably be returned to a pre-patch state.

Customer has the option to "opt-out" or "opt-in" this particular feature at any time.

### 2.4.6 Health Assessment

At the request of Customer LightEdge will perform a non-intrusive health assessment of a single Customer Server.

The health assessment may include among other things:

- High level review of Operating System syslogs or event logs. Such logs will be reviewed and if any abnormalities are seen LightEdge will notify Customer. Customer can request that LightEdge further investigate abnormality. Such a request will be treated as a "support incident".

This feature is a best effort review and Customer agrees to not hold LightEdge liable for any issue not discovered by this health review even if evidence of the issue was present in the logs that were reviewed.

This feature is only available on request and is limited to one request per month. Requests for this feature are subject to a two (2) business day turnaround. Additional requests for this feature will be treated as a "support incident".

### 2.4.7 Security Assessment

At the request of Customer LightEdge will perform a non-intrusive security assessment of a single Customer Server.

The security assessment may include among other things:

- High level review of Operating System network services. Unnecessary services will be identified and if any abnormalities are seen LightEdge will notify Customer. Customer can request that LightEdge further investigate or disable unnecessary service. Such a request will be treated as a "support incident".

This feature is a best effort review and Customer agrees to not hold LightEdge liable for any issue not discovered by this security review even if evidence of the issue was present during the assessment.

This feature is only available on request and is limited to one request per month. Requests for this feature are subject to a two (2) business day turnaround. Additional requests for this feature will be treated as a "support incident".

### 2.5 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. Options described below may not be compatible with all variants of the LightEdge Managed Server Support product.

### 3.1 Incident Support

Incident based support is available 24 hours a day, 7 days a week.

This feature has a fifteen (15) minute response time. Response time is measured as the time elapsing between initial customer request and first LightEdge response to the request. Response to the service request shall be considered any attempted communication between LightEdge and the Customer relating to the service request and may not be inclusive of the successful completion of the service request.

This feature is intended to support basic functionality of Server hardware and Operating System. Advanced functionality and application level support may not be available with this feature. LightEdge shall be the sole party responsible for defining which issues are unsupported.

An incident is defined as a single issue or request that the Customer requires assistance with. Multiple requests or issues within a single ticket will be treated as unique incidents. LightEdge will be responsible for notifying Customer that request will be classified as an incident. After such notification Customer has the right to request that all further troubleshooting or work on request be halted and that the ticket be closed. Tickets so closed will not be subject to further charge nor will they be counted against the included incidents in the Managed Server Support product. If the Customer does not request a halt to all troubleshooting and/or work relating to service request then Customer assumes all responsibility for the escalation of the service request to "incidental" status.

Each incident shall have a maximum of one (1) hours of LightEdge time included. LightEdge reserves the right to treat each one (1) hours spent supporting an incident as a new incident.

Incident support includes no warranty or representation to support beyond that which is afforded by a LightEdge representative providing advice to Customer. This includes but is not limited to hardware replacement, software replacement, vendor warranties, vendor support calls, programming assistance, project management nor additional product features.

### 3.2 Application Patching

This feature includes application of vendor recommended patches at Customer request to select applications running on Customer Server.

If Customer requests that a patch be classified urgent then LightEdge will perform an emergency patch during next scheduled emergency maintenance window.

This feature may require a reboot of Customer Server.

Any outage caused by this feature shall not be grounds for any SLA credit. Customer agrees to not hold LightEdge responsible for any unanticipated side effects or issues caused by this feature.

Sole determination for which applications will be supported by this feature resides with LightEdge.

This Service option is only available in conjunction with the Premium service level.

## 4.0 Service Delivery

### 4.1 General

It is Customer's responsibility to ensure that LightEdge is able to access Server. This includes but is not limited to port filtering, firewalling, Ethernet switches, Ethernet cabling, hardware configuration, and operating systems.

### 4.2 Installation

LightEdge will contact Customer and coordinate the installation and configuration of any necessary software for Service. LightEdge will assist Customer as necessary in the installation and configuration of such software.

If additional configuration work is required due to limitations of the Customer Network or other server/application requirements, LightEdge reserves the right to bill Customer at current hourly rates. 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 Customer equipment and software, or integration of such equipment and software into the Customer Network beyond that previously defined.

### 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

Unless otherwise defined the use of the term "equipment" in this section refers to customer equipment not LightEdge Equipment deployed in LightEdge managed facilities to provide Service to Users.

### 5.1 Equipment Requirements

LightEdge requires Customer to maintain a suitable standard of equipment that sufficiently supports the normal operation of our server management applications. LightEdge reserves the right to cancel service, or portions of the service, if the equipment is deemed to be faulty or inadequate.

### 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.

## 6.0 Service Support

### 6.1 Authorized Contacts

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

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

LightEdge on customer company letterhead. All requests are verified per procedure below.

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

### 6.2 Helpdesk

Customers must contact LightEdge Support to report service trouble or an outage with LightEdge Technical Support. LightEdge Technical Support will be available seven (7) days per week; twenty-four (24) hours per day; three hundred sixty-five days (365) days per year. LightEdge Technical Support provides support for network monitoring, trouble ticket resolution, and fault isolation up to the termination 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 P.M., Central Daylight Time (CDT), any day with requirement of two (2) business day notification to Customer prior to maintenance.

LightEdge will send an e-mail notification of such disruptive maintenance to Service to Authorized Contacts of Customer. Once notification is sent to Customer this will be considered a "scheduled maintenance". Any Service SLAs will not apply during a scheduled maintenance.

LightEdge reserves the right to perform emergency Service or network maintenance as needed outside this window, in which case LightEdge will make a reasonable effort to notify the Customer if feasible under the circumstances. Any such maintenance will be considered an "emergency maintenance". All Service SLAs will apply during emergency maintenance.

Customer is responsible for maintaining and 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.

Customer is responsible for notifying LightEdge if they wish disruptive maintenance to be performed outside of standard LightEdge maintenance windows. Such requests will be billed at hourly rates.

## 6.7 Backup and Recovery

LightEdge makes no warranty or representation of any data backup with this Service.

## 7.0 Billing

### 7.1 Service Activation Date

Billing for the Service will begin on the Service Activation Date. The Service Activation Date shall be the earlier to occur of

- 1) the date on which Service is activated on first newly contracted Customer Server or device by LightEdge
- 2) 90 days from the date this Agreement is signed by Customer.

Customer is responsible for ensuring LightEdge has the ability to install any necessary software in a timely fashion.

## 8.0 Customer Requirements

LightEdge controls the version of hardware and software running on its infrastructure and does not guarantee that it is compatible with any version changes made by the Customer on their network, server, OS or application infrastructure. It is the Customer's responsibility to ensure that any version changes planned on their infrastructure is compatible with LightEdge equipment and software. LightEdge can make available a testing schedule to test interoperability (additional charges may apply). LightEdge retains the right to change the version of software and hardware of its infrastructure and will provide Customer a notification of this change no less than sixty (60) days in advance.

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.

### 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:

- All security for its Services and systems used or accessible in connection with Service. LightEdge is not responsible for the unexpected use of Services on the part of the Customer whether by ex-employees, compromised user passwords or any other misuse of Customer accounts.
- 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.

## 9.0 Service Conditions

### 9.1 Management services

Customer acknowledges that certain conditions outside of LightEdge's control may adversely impact the ability of LightEdge to perform functions of this service. Examples of such conditions are listed below.

- Customer task, software, scheduled job or other human intervention intentional or otherwise renders portions, complete files, or complete file systems unavailable.
- Failure of Customer software or operating system.
- Network connectivity issues between Customer Server and LightEdge backup platform

Customer acknowledges that in the event of a support issue, 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>

- 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

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

There are no Availability SLA Goals with this Service.

## 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
10 minutes	Each failure to meet the goal qualifies Customer for a credit of 1% of MRC per event

### 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