

This **POTS Line 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.

Cabinet: "Cabinet" refers to a physical cabinet in LightEdge facility containing Customer Equipment.

Circuit: "Circuit" refers to a path or physical link between two points over which data is passed.

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 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.

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

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

Service: "Service" refers to the service and/or circuit used to connect Customer Premise to LightEdge Solutions' network. 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.

2.0 Service Description

2.1 General

LightEdge will provide Customer with POTS Service between the Customer Premise identified below and the Public Switched Telephone (PSTN) network. Service will be delivered in the form of a dedicated circuit(s) engineered by LightEdge which will be dependent upon location, bandwidth and/or Services requested. Service will typically be delivered to Customer as an analog POTS line from the local telephone provider.

Calling Service: LightEdge will provide access to calling plans as contracted by Customer.

Local: Service includes local calling area calls.

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.

2.3 911 Service

911 service is delivered to a Customer location in one of two methods (1) via a dedicated analog (POTS) line at the facility or (2) via VOIP 911 service. The choice of the method chosen per location depends on availability of VOIP 911 service. LightEdge retains the right to change the method of deployment.

Customer acknowledges that it is their responsibility to inform any party using or any party that might use the Service of the difference between traditional 911 and this service. LightEdge will not be responsible if 911 service is unavailable due to the LightEdge provided equipment being tampered with or losing power.

Customer bears full responsibility for testing 911 service after Service installation and periodically throughout the duration of Service and to notify LightEdge if any issues are noted with 911 service. Customer agrees to cooperatively test 911 service and share the results of such testing at the request of LightEdge. If LightEdge requests testing of 911 service and does not receive confirmation within one (1) business week that such testing has been performed then LightEdge reserves the right to dispatch a technician to perform testing of 911 services and Customer agrees to be liable for the cost of such testing. LightEdge reserves the right to disable Service if Customer does not cooperate with 911 testing. Service so disabled shall not apply for SLA credit nor relieve Customer of contractual obligations of Service.

For locations containing less than 40,000 square feet of workspace that have their own street address LightEdge will register the street address for 911 service. For locations containing more than 40,000 square feet of workspace within a single building that have their own street address LightEdge will register the street address and a unique location identifier for each 40,000 square feet for 911 service. For locations containing less than 40,000 square feet of workspace within multiple buildings that share a street address LightEdge will register the street address and a unique location identifier for each building.

LightEdge shall register geographic location to a single DID. Subject to the limitations above all phones within that geographic location must present the DID that has been registered for 911 service as their caller ID. If Customer chooses to present unique CLID for phone(s) at location then Customer shall be responsible for procuring 911 service from LightEdge for each phone so configured at additional cost.

Customer acknowledges that physically moving a phone to a different location without first notifying LightEdge may result in 911 service reflecting an incorrect geographic location for that phone.

Customer agrees not to hold LightEdge liable for the result of incorrect 911 geographic location information including but not limited to lack of emergency response, incorrect location information causing first responders to be delayed, or any other issue with 911 emergency response.

Certain features may not be compatible with 911 service. LightEdge reserves the right to refuse provisioning or modification of features or service if such provisioning or modification adversely affects 911 service.

2.3.1 911 via POTS line

LightEdge will configure equipment so that 911 calls will use an analog line (POTS) for 911 calls. 911 dialing should not be used outside the service addresses listed below. Availability of 911 is subject to availability of Customer's analog line. LightEdge will not be held responsible for delayed emergency response when the analog line is unavailable or when a phone has been removed from its original location.

3.0 Service Options

The POTS line service agreement does not have any service options.

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.

Service to Customer Premise will be delivered into nearest telephone demarcation point of the Customer Premise. Customer will be responsible for extending wiring from demarcation point to the Equipment. If required LightEdge offers the following cabling options for Service at additional charge as described in the Customer's Service Agreement.

Available installation Services for Service at Customer Premise may include: (a) the installation of wiring, if necessary, between the demarcation point and one jack, (b) the installation of Equipment necessary to terminate Service, (c) the connection and/or installation of one computer to the router, and (d) confirmation that the Customer's computer can successfully access the Internet via the Service.

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 may use other carrier networks and/or Equipment 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 Purchase

Customer can purchase Equipment outright or lease Equipment through LightEdge as set forth in the Customer's Master Service Agreement.

5.2 Equipment Requirements

LightEdge will define Equipment to be used with Service. LightEdge maintains a list of compatible Equipment and reserves the right to modify this list of compatible Equipment at any time.

LightEdge reserves the right to classify previously supported Equipment as "end of sale" or "end of life".

Equipment classified as "end-of-sale" will no longer be sold to a Customer even if Customer had previously purchased that specific Equipment. LightEdge will make every effort to continue to support Equipment classified as end-of-sale for as long as possible. LightEdge reserves the right to reclassify of end-of-sale Equipment as end-of-life at no less than six (6) months after such Equipment has been classified as end-of-sale Equipment.

Equipment classified as "end-of-life" will no longer be supported or sold by LightEdge. If Customer has Equipment that has been classified as end-of-life in Service LightEdge reserves the right to force Customer to upgrade to supported Equipment at Customer's

expense in order to provide Service to Customer. LightEdge does not relinquish this right even if Equipment was sold to Customer by LightEdge.

5.3 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.

5.4 Equipment Failure

Unless Customer has contracted with LightEdge for Equipment warranty Customer is responsible for any failure of 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

LightEdge does not perform monitoring of Service availability.

6.5 Notifications

Customer notification is not available with this Service.

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

7.0 Billing

7.1 Service Activation Date

Billing for the Service Component 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.

7.2 Billing - Additional Charges and Fees

7.2.1 Field Technician Charge (FTC)

The FTC of the current rate is incurred for each dispatch of a Service tech. This fee is waived for Customers who select the Managed Equipment Option at that location. For this Service the Activation Fee includes one Service tech visit at the time of installation.

7.2.2 Missed Appointment Fee

Customer or its authorized representative must be available at the Customer location for the scheduled appointment date to grant the Service tech access or to accept delivery of the Equipment, or to work with installation technician to turn up the service. If no one is available, the Service tech will attempt to contact LightEdge and the Customer by phone for up to 15 minutes.

Re-scheduling such missed appointment will incur a Missed Appointment Fee at the current applicable rate.

7.2.3 Minimum Retention Period – Moves

In the event Customer terminates the Service before the expiration of the contracted period, due to a move, then Customer shall pay the termination charges in accordance with the Customer's Service Agreement. LightEdge will waive the termination charges, if Customer purchases another Service from LightEdge at a new location, which is of the same or greater value and

subscribes to a new minimum contracted period of at least twelve (12) months. Additional Equipment charges may apply depending on the type of the new Service that is being purchased by Customer. If service is not available at new location, customer is subject to termination charges per the Master Service Agreement.

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
- Earth grounding available within 20 feet of Equipment used to terminate Service
- An Equipment room environmentally compliant with local laws and other environmental conditions as specified by LightEdge; reasonable access to the Equipment at times specified by LightEdge; adequate work space, heating/cooling, light, ventilation, and electrical outlets and for any Service which requires a telephone line, as detailed in the Service Guide, Customer shall also make available to LightEdge for diagnostic purposes a local exchange carrier dedicated inbound telephone (POTS) line, which shall not be used by Customer for any other purpose while Service is being provided. Customer shall also arrange provide timely access to any rights of way, which LightEdge deems necessary to provide, maintain or remove the facilities required for any of the Services on all applicable premises without charge or cost to LightEdge. Equipment shall not be removed, relocated, modified, interfered with, or attached to non-LightEdge Equipment by Customer without prior written authorization from LightEdge.

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.

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

Customer understands that LightEdge will make commercially reasonable efforts to provision Service. However, provisioning of Service is contingent upon the availability of Service capable local loops to Customer's location being made available to LightEdge. If no such Service-capable local loop is available to LightEdge, then Service will not be provisioned and if delivery of the local loop is delayed, then provisioning of Customer's Service will be delayed as well.

Customer understands that even after the Service circuit is provisioned and operational, certain conditions may impact the quality and use of the line. Environmental issues such as quality of the telephone line, interference from other Service connections, high frequency sources close to the telephone line, etc. may deteriorate the quality or speed of the Service circuit resulting in reduced throughput. LightEdge will undertake reasonable effort to restore the original quality or speed, but restoration is not guaranteed and the Service may be deemed technically not feasible. If the Service circuit is deemed technically not feasible, the Customer will be asked to disconnect the circuit at no cost or without penalty. If the Customer chooses to continue to use the circuit, after it is deemed technically not feasible, Customer understands that the line will not be supported by LightEdge from a maintenance perspective.

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>

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 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 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.
- 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	Remedy
99.9% availability ~ 43.2 minutes downtime monthly	Failure to meet the goal does not qualify the Customer for any credit

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 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

There is no Monitoring SLA with this Service.

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.