

This **SPLA 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" refers to the 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.

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

**Organization:** "Organization" is a set of Users of Service defined by Customer. An "Organization" is typically every employee of an individual company obtaining Service.

**Server:** "Server" refers to the individual piece of equipment, device, computer or machine or hardware onto which the Service is installed.

**Service:** "Service" refers to the agreement used to provide licensure 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.

**Vendor:** "Vendor" refers to the company who created the software. Use of Service is subject to Vendor stipulations, agreements and regulations.

## 2.0 Service Description

### 2.1 General

LightEdge will procure and maintain Microsoft licensure for the product(s) defined in the Service contract.

Right-to-use license extends to legacy versions of the same level or release of software as long as the versions are still supported by Vendor.

Processor licensed (PL) software requires an instance of the appropriate Service to be purchased for EACH physical processor chip or die in the Server. Cores or threads are not considered to be unique processors for the purpose of determining quantity of Service required on a particular Server.

Subscriber access licensed (SAL) software requires an instance of the appropriate Service to be purchased for EACH device or user connecting to server or service.

### 2.2 Levels

Service will be made available to Customer via one or more of the following levels:

#### 2.2.1 Microsoft Windows

Service grants right-to-use licensure from Microsoft Windows product family.

##### 2.2.1.1 Microsoft Windows (PL)

Service grants customer right-to-use single processor license to one of the following variations of Windows Server.

- Windows Web Server
- Windows Server Standard
- Windows Server Enterprise
- Windows Server Datacenter

Customer may be subject to the Outsourcing variation of these licenses. The terms subjecting Customer to this variation are defined by Vendor.

##### 2.2.1.2 Microsoft Windows (SAL)

Service grants one user or device access rights to one of the following variations of Windows Server.

- Windows Server Standard
- Windows Server Enterprise

##### 2.2.1.3 Microsoft Windows Small Business Server (SAL)

Service grants one user or device access rights to one of the following variations of Windows Small Business (SBS) Server.

- Windows Small Business Server Standard
- Windows Small Business Server Enterprise

Service has minimum purchase quantity of five (5) instances and a maximum purchase quantity of seventy-five (75) instances per Customer.

##### 2.2.1.4 Microsoft Windows Remote Desktop Services (SAL)

Service grants one user or device access rights to a Windows Server running Remote Desktop Services.

##### 2.2.1.5 Microsoft Windows Vista (SAL)

Service grants single device right-to-use license for Windows Professional or Business operating system.

### 2.2.2 Microsoft SQL Server

Service grants right-to-use licensure from Microsoft SQL Server product family.

#### 2.2.2.1 Microsoft SQL Server (PL)

Service grants customer right-to-use single processor license to one of the following variations of Windows SQL Server.

- SQL Server Workgroup
- SQL Server Web Edition
- SQL Server Standard
- SQL Server Enterprise

#### 2.2.2.2 Microsoft SQL Server (SAL)

Service grants one user or device access rights to one of the following variations of Windows SQL Server.

- SQL Server Standard
- SQL Server Enterprise

### 2.2.3 Microsoft Exchange Server

Service grants right-to-use licensure from Microsoft Exchange Server product family.

#### 2.2.3.1 Microsoft Exchange Server (SAL)

Service grants one user access rights based on one of the following levels to a Windows Exchange Server.

- Hosted Exchange Basic
- Hosted Exchange Standard
- Hosted Exchange Standard Plus
- Hosted Exchange Enterprise
- Hosted Exchange Enterprise Plus

The Plus variation includes a right-to-use license for Microsoft Outlook client.

#### 2.2.3.2 Microsoft Exchange Server Services (SAL)

Service grants one user access rights to a Hosted Exchange Service of one of the following types.

- Exchange Hosted Archive
- Exchange Hosted Archive Extra Storage

- Exchange Hosted Continuity
- Exchange Hosted Encryption

#### 2.2.4 Microsoft Office Communications Server (SAL)

Service grants one user access rights based on one of the following levels to an Office Communications Server.

- Office Communications Server Standard
- Office Communications Server Enterprise

#### 2.2.5 Microsoft Office SharePoint Server

Service grants right-to-use licensure from Microsoft SQL Server product family.

##### 2.2.5.1 Microsoft Office SharePoint Server (PL)

Service grants customer right-to-use single processor license to one of the following variations of Office SharePoint Server.

- Office SharePoint Server for Internet Sites

##### 2.2.5.2 Microsoft Office SharePoint Server (SAL)

Service grants one user access rights based on one of the following levels to an Office SharePoint Server.

- Office SharePoint Server Standard
- Office SharePoint Server Enterprise

### 2.3 Availability

The availability of Service is dependent on Customer obtaining a fully managed Server from LightEdge for Service to reside on. Service cannot be utilized on a device, server, machine or computer to which LightEdge does not have complete control.

### 2.4 Delivery

This section intentionally left blank.

### 2.5 Features

This section intentionally left blank.

### 2.6 Moves, Adds and Changes

This section intentionally left blank.

### 2.7 Limitations

This section intentionally left blank.

## 3.0 Service Options

There are no additional Service Options associated with this service.

## 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, operating systems and software.

### 4.2 Installation

LightEdge will provide access to installation media as required by Customer. Customer is responsible for installing software provided by Service. 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 any Customer Server, or integration of such equipment and software into the Customer Network.

Customer shall be responsible for any travel expenses incurred by LightEdge in the course of providing onsite installation service.

### 4.3 Service Upgrades

LightEdge may use other methods to provide Customer with equivalent Service. LightEdge reserves the right to replace Customer Service with equivalent or upgraded Service at any time during contract duration. LightEdge will make an effort to coordinate any such Service change with the Customer prior to such change. If LightEdge is unable to coordinate an acceptable time for a Service change with the Customer LightEdge reserves the right to make such a Service change during a scheduled maintenance window.

## 5.0 Equipment

### 5.1 Equipment Requirements

Customer is responsible for all equipment used to access Service.

### 5.2 Equipment Configuration

Customer is responsible for any Server modifications necessary at to accommodate Service outlined herein.

### 5.3 Equipment Maintenance and Failure

Customer is responsible for the maintenance and replacement of the equipment used with 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 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. LightEdge reserves the right to bill customer at current hourly rates for configuration requests that are not required to provide Service outlined herein.

### 6.4 Monitoring

This Service does not include any monitoring of hardware or software availability. It is the responsibility of the Customer to facilitate any desired monitoring on any equipment supported by this Service.

### 6.5 Notifications

This Service does not include outage notifications of any type.

### 6.6 Maintenance

This Service does not include maintenance of any type.

### 6.7 Backup and Recovery

This Service does not include backup, recovery, protection, or any other service which might be construed to provide protection to the Customer Server supported by this Service.

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.

## 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.

## 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

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
- Physical and remote management access to any and all Servers onto which Service is installed.

## 9.0 Service Conditions

Customer acknowledges that in the event of a trouble, Customer is responsible for on-site cooperative testing with LightEdge Technical Support to assist in the diagnosis of the trouble. LightEdge is not liable for late or delayed e-mails no matter what the root cause.

Customer agrees to be bound to current terms of LightEdge Acceptable Use Policy. Terms of the Acceptable Use Policy are subject to change without notice. Customer agrees to be bound to any and all versions of LightEdge Acceptable Use Policy. Current Acceptable Use Policy can be found here: <http://www.lightedge.com/legal>

Customer agrees to be bound to current terms of Microsoft Service Provider Use Rights or SPUR. Terms of this agreement are subject to change without notice. Customer agrees to be bound to any and all versions of SPUR. Current SPUR can be found here: <http://www.microsoft.com/serviceproviders/licensing/default.aspx>

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, cabling or equipment provided by third parties
- Service interruptions, deficiencies, degradations or delays during any period in which LightEdge or its representatives are not afforded access to the premises where access lines associated with Service are terminated or LightEdge Equipment is located
- Service interruptions, deficiencies, degradations or delays during any period when a Service Component is removed from Service for maintenance, replacement, or rearrangement purposes or for the implementation of a Customer order
- Customer's election to not release a Service Component for testing and/or repair and to continue using the Service Component
- Force Majeure conditions such as fire, explosion, lightning, power surges or failures, strikes or labor disputes, water, acts of god, the elements, war, civil disturbances, terror, acts of civil or military authorities, fuel or energy shortages, acts or omissions of suppliers or other causes beyond LightEdge's control, whether or not similar to the foregoing.
- Service interruptions, deficiencies, degradations or delays during any period when a Service Component is removed from Service for maintenance, replacement, or rearrangement purposes by Customer staff.
- Failure to provide suitable secure environment for on premise devices including but not limited to: secure mounting/racking, appropriate cooling and air handling, secure from theft, loose wires bundled neatly, etc.
- Service interruptions, deficiencies, degradations or delays in Service caused by any piece of equipment, configuration, routing event or technology not under the management and control of LightEdge.
- Failure to adhere to LightEdge recommended configurations on unmanaged equipment.
- 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

There are no Other SLA Goals with this Service.