

This **Access - Data Center Ethernet Loop 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.

**Code Word:** "Code Word" 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.

**Data:** "Data" refers to any Customer specific content residing on or traversing through the platform providing Service such as Email, backup data, configuration files, Customer owned content or files which are held as part of Service to Customer.

**Equipment:** "Equipment" refers to all physical gear used or required to deliver 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 Internet connectivity Service between the Customer Premise identified below and the LightEdge Internet Protocol ("IP") network. Service will be delivered in the form of a dedicated or shared circuit engineered by LightEdge which will be dependent upon location, bandwidth and/or Services requested.

Service delivery in a LightEdge facility will typically be provisioned as a 10meg, 100meg or gigabit Ethernet link. Ethernet is a symmetric data Service to the Customer's equipment and will provided over Cat5, Cat5e or Cat6 copper cabling. Fiber connectivity may be available at additional cost dependent on the LightEdge facility. The downstream bandwidth (from LightEdge to the Customer) is typically equal to the upstream bandwidth (from the Customer to LightEdge). Bandwidth for Service delivered on Ethernet facilities is available in tiered increments.

### 2.2 Levels

This section intentionally left blank.

### 2.3 Availability

For the purpose of this section alone "Availability" shall be defined as ability of LightEdge to fulfill initial order for Service. Once Service has progressed past installation phase and has been delivered to Customer as a working Service this section shall no longer apply.

The availability of Data Center Ethernet loop is dependent on cabling availability in the LightEdge facility. LightEdge reserves the right to limit availability of Service even if cable is available in the LightEdge facility.

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.

### 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

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## 3.0 Service Options

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

### 3.1 Config, Stage, and Ship

LightEdge offers Configuration, staging and shipping of Customer Equipment used to terminate Service. Configuration only includes configuration of Equipment to support LightEdge Service. LightEdge reserves the right to bill customer at current hourly rates for configuration requests that are not required to provide Service outlined herein.

Shipping of equipment includes standard ground shipping. LightEdge reserves the right to bill customer if any alternative shipping method is requested by Customer.

### 3.2 Device Maintenance

LightEdge offers replacement of Customer Equipment used to terminate Service. Device Maintenance availability may be limited by geographic location of equipment.

#### 3.2.1 Next Business Day (NBD)

From such time as Equipment is diagnosed by LightEdge support as failed LightEdge will provide a replacement piece of Equipment of equal or greater functionality for Customer by next business day. Equipment will be configured with last available configuration of failed Equipment.

Customer is responsible for physical replacement of failed gear. Truck roll services may be available at additional charge.

#### 3.2.2 24x7x8 hour

From such time as Equipment is diagnosed by LightEdge support as failed LightEdge will provide a replacement piece of Equipment of equal or greater functionality for Customer within eight (8) hours. Equipment will be configured with last available configuration of failed Equipment. LightEdge will assist Customer with physical and logical replacement of failed Equipment.

From such time as Equipment is diagnosed by LightEdge support as failed LightEdge will provide a replacement piece of Equipment of equal or greater functionality for Customer within eight (8) hours. Equipment will be configured with last available configuration of failed Equipment.

Customer is responsible for physical replacement of failed gear. Truck roll services may be available at additional charge.

### 3.3 Device Management

LightEdge offers management of Customer Equipment used to terminate Service. Device management only includes configuration and management of Equipment necessary to support LightEdge Service. LightEdge reserves the right to bill customer at current hourly rates for configuration requests that are not required to provide Service outlined herein. Terms of Device Management feature are outlined in the Device Management SLA.

### 3.4 DNS

LightEdge operates "resolving" or "caching" DNS servers that Customer may use for domain name look-ups by Customer's in-house systems (PCs, mail servers, etc.) that are connected to Service. This domain name look-up Service is only available if LightEdge is providing primary DNS or primary and secondary DNS to Customer and if Customer does not have its own DNS server(s), and it may not be used by Customer's spam detection software for querying spam block lists.

Customers running their own DNS Servers or relying on third parties to host their domain names must use their own servers or the third party's DNS Servers for this purpose. These servers may not be configured to forward DNS queries to LightEdge's DNS Servers. Customers may not make more than 150 DNS queries per minute averaged over 30 minutes and/or more than 600 DNS queries per minute during any 5-minute interval.

LightEdge will provide reverse DNS at the request of Customer for all IP addresses statically routed to Customer as part of Service.

### 3.5 Premium Wiring

LightEdge offers installation of wiring or cabling used to terminate Service. Premium wiring only includes configuration and management of wiring or cabling necessary to support LightEdge Service.

## 4.0 Service Delivery

### 4.1 General

It is Customer's responsibility to ensure that all devices in Customer Cabinet are able to connect to Service and are configured properly. This includes but is not limited to Ethernet switches, Ethernet cabling, workstations, servers and operating systems.

### 4.2 Installation

Standard installation timeframe for Service is defined elsewhere in this Service Agreement.

Installation expedites are available with this Service. Installation expedite requests will be subject to current expedite fees. Expedite requests will also be subject to a pass through of any and all fees billed to LightEdge by other vendors in the support of the expedite request.

Expedite requests are serviced in a best effort manner. LightEdge does not warrant or represent that Service installation expedites will actually expedite delivery of Service. Customer shall be subject to any and all expedite fees regardless of the outcome of the expedite request.

If additional configuration work is required due to limitations of the Customer systems, including but not limited to servers, workstations or network, then LightEdge reserves the right to bill customer at current hourly rates for additional configuration time.

Except as otherwise defined within this agreement LightEdge is NOT responsible for and will not be obligated to provide any assistance in configuration, installation, administration, troubleshooting, maintenance, or repair of equipment or software, or integration of equipment or software into Customer's internal network. Such services may be available at additional cost.

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

### 4.3 Installation Options

If required LightEdge offers the following provisioning options for Service at additional charge as described in the Customer's Service Agreement:

**Premium Wiring:** the installation of wiring, if necessary, between the demarc and one jack

**Configuration and Shipment:** the remote configuration of Equipment necessary to terminate Service and shipment of Equipment to Customer

**Onsite installation:** the onsite installation of Equipment necessary to terminate Service, the connection and/or installation of one computer to the modem or router, and confirmation that the Customer's computer can successfully access the LightEdge network via the Service.

### 4.4 Cabling

Service to Customer Premise will be delivered into the nearest telephone demarcation point of the Customer Premise. LightEdge will extend service from the telephone demarcation point to customer equipment up to 50ft. LightEdge will not extend wiring through existing walls or permanent ceiling. LightEdge will not extend wiring where the cable needs to be installed 12ft or higher (warehouse) above walking surface. LightEdge is not responsible for existing station cables within the customer premise. The customer is responsible for providing all patch cables from the CPE (router/switch) equipment to the in-house cabling infrastructure. LightEdge will provide a 3 foot patch cable from wall jacks to LightEdge managed VoIP equipment (Phones, Sipura)

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 cabling work.

### 4.5 Service Upgrades & Modifications

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.

### 4.6 Service Termination

LightEdge makes no guarantee of Service availability beyond the termination date.

LightEdge shall not be responsible for retaining any of your Data after termination date of Service. Your Data may be deleted on the day of Service termination. LightEdge will not restore, provide on any storage media or send out any Data pertaining to terminated Service, unless specifically noted in a customized service agreement. It is Customer's responsibility to backup Data prior to termination of Service.

## 5.0 Equipment

### 5.1 Equipment Requirements

Customer is responsible for providing a router or modem at each location where Service terminates.

In some cases LightEdge will provide the required Equipment for Service termination. Equipment thus provided shall be treated under the same terms as Equipment "rented through LightEdge".

LightEdge will define Equipment compatibility with Service and reserves the right to modify this list of compatible Equipment at any time. LightEdge shall be the sole party responsible for defining which Equipment is compatible with Service.

### 5.2 Equipment Procurement

Customer can procure the required Equipment through one of the following methods:

**Purchase through LightEdge:** Customer can purchase compatible Equipment directly from LightEdge. Customer shall be sole owner of Equipment and is responsible for all lifecycle responsibilities of Equipment. Additional terms are set forth in the Customer's Master Service Agreement.

**Lease through LightEdge:** Customer can lease compatible gear through LightEdge. Leasing terms and payments will be made through a 3<sup>rd</sup> party leasing entity. Customer must qualify for this option based on terms defined by leasing entity. Customer shall be sole owner of Equipment and is responsible for all

lifecycle responsibilities of Equipment. Additional terms are set forth in the Customer's Master Service Agreement.

**Rent through LightEdge:** Customer can rent compatible gear directly from LightEdge. LightEdge will remain sole owner of equipment and will be responsible for all lifecycle responsibilities of Equipment. Additional terms are set forth in the Customer's Master Service Agreement.

**"Bring your own":** Customer can provide compatible gear to LightEdge for use in terminating Service. LightEdge reserves the right to refuse use of such Equipment even if such Equipment meets compatibility requirements as defined by LightEdge. Customer shall remain sole owner of Equipment and will remain responsible for all lifecycle responsibilities of Equipment.

### 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 Lifecycle

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

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

Equipment classified by LightEdge as "end-of-sale" will no longer be sold to a Customer for Service even if Customer had previously purchased that specific Equipment for same Service. 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 mandate Customer 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.

## 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 Code Word. Code Word 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 Code Word.

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 Code Word for any CPNI related requests. Requests to change a contact on the list or to change the Code Word 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 Code Word. E-mail and fax requests must be submitted without the Code Word. Customer contact will be called to verify Code Word. E-mail requests that include the Code Word will be denied and the client Administrative Contact will be notified and required to change the Code Word.

- 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. LightEdge will not perform any requested activity which may cause Service disruption or perform any changes to Service unless request is initiated by an Authorized Contact. LightEdge reserves the right to delay response on support tickets opened by anyone other than the Authorized Contact.

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

All communications with Customer will be in the English language.

### 6.3 Support Limitations

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

### 6.4 Monitoring

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

### 6.5 Notifications

If requested by Customer LightEdge will notify Customer within fifteen (15) minutes of a Service outage via e-mail (to pager) notification Services. LightEdge will monitor connections to the IP address of the customer router. An outage is defined as any fifteen (15) consecutive minutes where the connection is unavailable. If an outage is determined, LightEdge will generate an e-mail notification to Customer. Customer is responsible for providing their own pager (s), a suitable e-mail-pager gateway, and up to two (2) corresponding e-mail addresses.

### 6.6 Maintenance

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.

#### 6.6.1 Scheduled 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 one (1) calendar week 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.

#### 6.6.2 Emergency Maintenance

LightEdge reserves the right to perform emergency Service maintenance as needed outside the Scheduled Maintenance 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.

## 6.7 Backup and Recovery

LightEdge will maintain backups of the Service platform for Disaster Recovery purposes only. LightEdge makes no warranty or representation of Customer data backup with this Service. LightEdge makes no guarantee of the restorability of data relating to Service if data is lost, regardless of the cause. Execution of Disaster Recovery for this Service is further defined in LightEdge's Customer Operations Recovery Plan.

## 6.8 Changes

LightEdge reserves the right to bill Customer for Service changes or reconfigurations requested by Customer that exceed the scope of the managed Service or for Service changes that LightEdge must undertake due to changes initiated by the Customer such as, but not limited to:

- Customer initiated request to move LightEdge equipment to a different physical location
- Customer request to configure Service for their benefit and not specifically tied to delivery of LightEdge service. For example:
  - Turning up a port for customer managed gear
  - Activating a feature or function not required to deliver Service
  - Enhancing or extending Service for the sole benefit of Customer

## 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 Service Billing

This section intentionally left blank.

### 7.3 Additional Charges and Fees

#### 7.3.1 Field Technician Charge (FTC)

The FTC is the charge incurred for each dispatch of a LightEdge technician to support Service installation or trouble. This fee shall be calculated based on the current hourly rates and shall be rounded up to the nearest full hour. This fee may be waived at LightEdge's sole discretion for Customers of managed Services if the root cause for the dispatch is determined to be the responsibility of LightEdge.

#### 7.3.2 Missed Appointment Fee

Customer or its authorized representative must be available at the Customer location for the scheduled installation 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 Customer for minimum of an additional fifteen (15) minutes before re-scheduling the appointment.

Re-scheduling such missed appointment will incur a Missed Appointment Fee at the current applicable rate. 48 hour notice is required for all appointment re-scheduling.

#### 7.3.3 Travel

Customer shall be responsible for travel expenses incurred by LightEdge during activation or support of Service as follows:

- For Customer locations in the domestic US between 30 and 100 miles from nearest LightEdge office:
  - Travel time at hourly rates (office-to-office) for any vehicular travel outside a 30 mile radius from nearest LightEdge office.
- For Customer locations in the domestic US greater than 100 miles from the nearest LightEdge office:

- All provisions of travel to Customer locations within 100 mile radius of nearest LightEdge office;
- Airplane, bus or train tickets at LightEdge cost;
- Rental car, gas and parking at LightEdge cost;
- Per diem allowance of \$40/day (food); and
- Hotel/lodging at LightEdge cost.
- Other Customer locations require signed agreement between LightEdge and Customer.

### 7.3.4 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 will be required to maintain complex passwords for their User accounts where applicable. For any such passwords LightEdge will provide a secure URL that any User can access to change passwords. All User passwords are set to a ninety (90) day password expiration schedule by default.

LightEdge is not responsible for unexpected use of Services whether by ex-employees, compromised User passwords or any other misuse of Customer accounts. Customer shall be responsible for all costs incurred by such unexpected use of Service.

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; and
- All cabling necessary to support Service.

## 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 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 3<sup>rd</sup> 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 and Goals

### 10.1 General

LightEdge will be the sole party to determine whether LightEdge has not met any of the Service Level Agreements (SLA) or Service Goals specified herein. LightEdge reserves the right to change or discontinue any or all of the SLAs or Service Goals detailed below at any time without notice to the Customer.

#### 10.1.1 SLAs

Service Level Agreements (or SLAs) define availability, performance and other requirements of Service provisioning and delivery. Remedies for LightEdge not meeting the requirements are also defined. Customer must at all times cooperate with LightEdge in testing, determining and verifying that a qualifying Service outage has occurred.

#### 10.1.2 Goals

Goals define availability, performance and other objectives of Service provisioning and delivery. Goals do not include remedies and failure to meet any Service Goal does not entitle Customer to a Service credit.

### 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 Maintenance.

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, two (2) months' 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 or fees charged to the Customer or collected by LightEdge.

SLAs dependent on packet size require use of a 64-byte packet to determine SLA eligibility.

### 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.
- 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.

In addition, Service SLAs do not apply:

- 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.
- For Service interruptions, deficiencies, degradations or delays not reported by Customer to LightEdge.
- Where Customer reports an SLA failure, but LightEdge does not find any SLA failure
- When Service is dependent upon other Service with lower SLA.
- If Customer has over 30 day past due balance on any billing or service with LightEdge.
- After date of Service contract termination.

If Customer elects to use another provider or method to restore Service during the period of interruption, Customer must pay the charges for the alternative Service used.

**10.3.2 Service SLA Exclusions**

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

- 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.

**10.4 Availability SLAs and Goals**

“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.

**10.4.1 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.

SLA	Remedy
99.999% availability	Each hour service is unavailable above SLA goal qualifies the Customer for a credit of 5% of MRC up to a maximum of 50% of MRR for affected service.

**10.4.2 Service Repair Goal**

For purpose of the Service Repair Goal, 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.

LightEdge will make all reasonable efforts to resolve problems resulting from Customer initiated trouble tickets for this Service based on the Goal below.

Goal	Remedy
2 hours	Failure to meet the goal does not qualify the Customer for any Service credit.

**10.5 Performance SLAs and Goals**

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.

**10.5.1 Latency SLA**

The Latency SLA is based on the speed at which packets are able to traverse the Service. If packets are completely unable to traverse Service (packet delivery is 0%) “Availability” SLA shall take precedence over “Latency” SLA. Credits from missing both SLA goals during the same outage event will not be issued.

Latency SLA does not apply if Service is degraded due to Customer activity. Measurement of packet delivery shall be taken based on circuit with no other data being passed on circuit. Latency must be verified by LightEdge at time of event to qualify Latency SLA credit. Latency values are measured only from Customer Network to nearest LightEdge network point. Latency values in excess of the SLA goal past the termination point of the circuit will not count towards latency measurements.

Sporadic occurrences of the issue due to the same root cause shall not be considered separate events when attempting to qualify for SLA credit.

SLA	Remedy
< 20 msecs	21msec – 40msec for latency qualifies Customer for a credit of 3% of MRC per event > 41msec for latency qualifies Customer for a credit of 5% of MRC per event

**10.5.2 Packet Delivery SLA**

The Packet Delivery SLA is based on the percentage of packets that are able to traverse the Service. If packets are completely unable to traverse Service (packet delivery is 0%) “Service Availability” SLA shall take precedence over “Service Packet Delivery” SLA. Credits from missing both SLA goals during the same outage event will not be issued.

Packet Delivery SLA does not apply if Service is degraded due to Customer activity. Measurement of packet delivery shall be taken based on circuit with no other data being passed on circuit. Packet delivery must be verified by LightEdge at time of event to qualify for Service Packet Delivery SLA credit.

Event shall be considered to begin when Customer contacts LightEdge Technical Support and Service issue is verified by LightEdge Technical Support. Event shall be considered to end when LightEdge Technical Support deems the root cause of the issue to be remedied ends or when LightEdge deems repair to be necessary. If LightEdge deems repair to be necessary to resolve Service Outage then Service Packet Delivery SLA shall cease to apply for duration of Service Outage.

Sporadic occurrences of the issue due to the same root cause shall not be considered separate events when attempting to qualify for SLA credit.

SLA	Remedy
100%	90-99% packet delivery qualifies Customer for a credit of 1% of MRC per event 50-89% packet delivery qualifies Customer for a credit of 3% of MRC per event 1-49% packet delivery qualifies Customer for a credit of 5% of MRC per event

**10.5.3 Service Jitter SLA**

There is no Jitter SLA with this Service.

**10.5.4 Backbone Latency SLA**

There is no Backbone Latency SLA with this Service.

**10.5.5 Backbone Packet Delivery SLA**

There is no Backbone Packet Delivery SLA with this Service.

**10.6 Other SLAs and Goals**

“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.

**10.6.1 Standard Service Installation Interval Goal**

The Standard Service Installation Interval is measured from the date on which the Customer contract is countersigned by LightEdge to the Service Activation Date as defined in Section 7.1.

Goal	Remedy
14 days	Failure to meet the goal does not qualify the Customer for any Service credit.

**10.6.2 Monitoring Goal**

The Monitoring Goal is measured from the time an outage is detected by LightEdge monitoring systems until such outage is reported to customer by the LightEdge 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 goal.

Goal	Remedy
15 minutes	Failure to meet the goal does not qualify the Customer for any Service credit.