

This **MS Hosted Microsoft Exchange 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.

**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.

**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.

**Email:** "Email" refers to the worldwide system of sending Email messages to people across the Internet.

**Equipment:** "Equipment" refers to all physical gear used or required to deliver Service.

**Exchange:** "Exchange" refers to Microsoft Exchange software utilized by LightEdge to provide Service to Users.

**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.

**Service:** "Service" refers to the systems, equipment and interfaces used to provide Email to Users. The use of "Service" in this document is specific to the Service outlined in this document. Use of the term "Service" in any other LightEdge documentation in no way supersedes the definitions of "Service" outlined herein.

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

## 2.0 Service Description

### 2.1 General

LightEdge will provision and maintain a Microsoft Exchange electronic mail ("e-mail") system ("System") for Customer. This System will accommodate individual Mailboxes for Customer's end-users with corresponding E-mail addresses such as *name@company.com*.

This system will also accommodate the use of Aliases to be used as alternative e-mail addresses assigned to an existing Mailbox as described above (ex: e-mail messages sent to an Alias will be accepted and forwarded to a designated, valid System e-mail address, e.g. *name2@company.com* and *name3@company.com* are Aliases for *name@company.com*). LightEdge reserves the right to restrict the number of Aliases per Account.

Mailbox storage is tiered at various sizes such as 1GB or 5GB. Users will be notified when e-mail box reaches 80% of storage capacity. Customer may utilize the My.LightEdge.com portal to increase the size of Users' mailboxes. At 100% of mailbox storage capacity, Users may not be able to send or receive e-mail until the storage size utilized falls below the limit or is increased via the Customer portal. LightEdge is not liable for any loss or service unavailability due to Users reaching their maximum storage capacity.

E-mail messages, including attachments, both sent and received, will be limited to 50 MB in size per message.

LightEdge reserves the right to limit the number of addressees/recipients for any outbound e-mail messages generated from the system, and to limit the number of e-mails that can be sent or received from an account. LightEdge reserves the right to block access to specific accounts to enforce such limits.

### 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 Service is dependent on existence of a suitable network transport from LightEdge to User(s). Service can be provisioned and used over the Internet. LightEdge reserves the right to limit availability of Service even if suitable network transport exists between LightEdge and Users.

LightEdge also reserves the right to limit service availability in the event that necessary service components including, but not limited to, electrical power, cooling capacity, cabling, rack space, switching/routing/network infrastructure, application software, etc. are either unavailable or unattainable at a reasonable cost to LightEdge.

### 2.4 Delivery

This section intentionally left blank.

### 2.5 Features

Service will provide the following features at no additional cost.

**DNS:** LightEdge will provide Domain Name Services (DNS) hosting and administration for one registered domain name as part of this service. Additional Domain Names will be billed at the appropriate rate.

**Outlook Web Access:** LightEdge will provide an Outlook Web Access interface to the Hosted Exchange platform. Customer users may utilize the Outlook Web Access interface to send and receive e-mail and manage various mailbox features.

**POP3:** LightEdge will provide Customer with Post Office Protocol version 3 ("POP3") service for retrieving e-mail messages from the system. POP3 access to the Service requires that the end-user of the Service use a POP3 compatible e-mail client application.

**SMTP:** LightEdge will provide Customer with Simple Mail Transfer Protocol ("SMTP") service for sending e-mail messages from the system. SMTP access to the Service requires that the end-user of the Service use a SMTP compatible e-mail client application. SMTP access to the Service requires that the end-user of the Service use an e-mail client application that allows SMTP authentication.

**IMAP:** LightEdge will provide Customer with IMAP4 service for utilizing the Service. IMAP access to the Service requires that the end-user of the Service use a supported IMAP e-mail client application.

**SPAM and Virus Filtering:** The Managed Exchange service includes the LightEdge SPAM and Virus Filtering Service. Customer's inbound e-mail messages will be scanned and filtered for SPAM as they are received. Messages identified as SPAM will be moved to a secure Web-based Message Center and quarantined there. Users will have the ability to access and read their SPAM messages via the Message Center interface using a standard Web browser application. Users can choose to delete SPAM messages from their Message Center or deliver them to their e-mail account Inbox. SPAM messages stored in the Message Center will be automatically deleted every fourteen (14) days. Customer can impose domain-wide SPAM filtering settings, or allow users to select and modify their own SPAM filtering settings via the Message Center interface.

**Global Forwarding:** This system will also accommodate the use of Forwarding addresses, to be used to re-direct messages sent to an (in-domain) e-mail address to a different e-mail address or list of addresses. (ex: messages sent to *name@company.com* can be Forwarded to *name@othercompany.com*).

**Rules:** This system will also accommodate the use client rules to manipulate handling of e-mails. The functionality of such rules may be limited based on the version of type of client software the customer is using.

### 2.6 Moves, Adds and Changes

Customer has the ability to make changes to number of seats and features during the contract period. Reductions in services will be effective on the billing cycle following the

effective date of the change. Reductions in services may result in early termination charges.

### 2.7 Limitations

This section intentionally left blank.

## 3.0 Service Options

The following options may be added to Customer Service. Description of Service options herein in no way entitles Customer to feature. Options described below may have additional cost associated with them.

### 3.1 Business Archival (per seat)

LightEdge will provide Customer with archival of all incoming and outgoing email. This Service caters to customers with compliance and/or regulatory driven needs and may not be suitable for disaster recovery purposes.

All email archived using the Business Archival service will be made available via web portal to administrator(s) of customer choosing.

Email archived using the Compliance Archival service will have all features of Business Archival. Additional capabilities will be granted in web portal to facilitate the needs typical of a compliance officer.

Customer is responsible for defining, maintaining and reviewing logs, policies and emails archived by this Service. Retention of email archived by Service must be defined as either 1 year, 3 years, 5 years, 7 years or 10 years.

Importing of legacy email is available with Service at additional cost.

WORM tamper-proof archival is available with Service at additional cost.

### 3.2 Encryption (per seat)

LightEdge will provide Customer with encryption of outbound email.

Outbound encrypted email sent to any recipient sharing same encryption vendor will be automatically decrypted by recipient's service. Outbound encrypted email sent to any other recipient will be replaced with a pointer to a secure portal whereby recipient can retrieve contents of original encrypted email.

Encryption can be automatically triggered when email contains sensitive information such as but not limited to personal health information, financial information or any information that could be reasonably matched with keyword or pattern matching.

Branding services are available with encryption.

### 3.3 Provided Software

Each User can purchase a monthly right-to-use license entitled them to a copy of Microsoft Outlook 2003, Outlook 2007 or Entourage 2008. The client software will be made available via the LightEdge Solutions Customer portal (MY.lightedge.com). Customer is responsible for installation of software onto computers of Users. Access to MY.lightedge.com is restricted to Customer Authorized Contacts.

### 3.4 Public Folders

The Microsoft Exchange platform allows for the utilization of Public Folders. For customers choosing to utilize the Public Folder feature, LightEdge will facilitate creation of one Top Level Public Folder. Base storage of the Public Folder is limited to 1GB. When the 1GB limit is reached, additional Items/Messages may not be received by the Public Folder. Additional storage can be purchased for Public Folders at 1GB increments. Items/Messages stored in the Public Folders are limited in size to 20MB.

### 3.5 Mobile Device Integration

The LightEdge Microsoft Exchange Mail Service is built to offer integrated support for Outlook Mobile Access (OMA), ActiveSync and a Managed BlackBerry Enterprise Server (BES). These technologies give the Customer the ability to utilize our Exchange platform with a variety of mobile devices. Customer is responsible for all equipment/mobile plans needed to support mobile integration. Mobile device integration is available at an additional fee.

Mobile access to the Exchange platform is available from any commercially-available mobile network that supports the proper network protocols to enable device connectivity. Mobile devices can only be configured to access one Exchange-mailbox at any point in time.

## 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

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

This section intentionally left blank.

### 4.4 Cabling

This section intentionally left blank.

### 4.5 Service Upgrades & Modifications

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.

### 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

No Equipment is provided to Customer as part of this Service.

### 5.2 Equipment Procurement

This section intentionally left blank.

### 5.3 Equipment Configuration

The section intentionally left blank.

### 5.4 Equipment Lifecycle

LightEdge is responsible for the maintenance and replacement of the Equipment used to provide 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 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 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. 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.

LightEdge support of mobile devices will be done on a best effort basis. LightEdge is not responsible for device configuration or malfunctions. Activation requests and support tickets for mobile devices will be handled during normal business hours. Device lockout, and wipe requests will be handled with urgency 24x7, 365 days a year.

Trouble Tickets opened for mobile device issues may be charged a minimum fee OR an hourly rate if the root cause of the issue is not related to the LightEdge Exchange or BES configuration. LightEdge reserves the right to bill customer at current hourly rates for configuration or support requests of this nature.

### 6.4 Monitoring

LightEdge performs monitoring of Service availability. If Service is unavailable LightEdge support personnel are notified immediately and will begin efforts to restore service.

### 6.5 Notifications

If requested by Customer LightEdge will notify Customer within sixty (60) minutes of a Service outage via e-mail (to pager) notification Services. An outage is defined as any fifteen (15) consecutive minutes where the Service is unavailable. Customer is responsible for providing their own pager(s), a suitable e-mail-pager gateway, and up to two (2) corresponding e-mail addresses.

### 6.6 Maintenance

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 provide backups of the Service platform for Disaster Recovery purposes ONLY. LightEdge will make its best effort to recover data within a mean time of four (4) hours in a disaster scenario. A disaster may be declared by LightEdge when Service has been damaged or degraded to such an extent that LightEdge can no longer reasonably provide Service. Customer shall not be able to declare any outage a disaster. Sole responsibility for defining an event as a "disaster" will rest with LightEdge alone. Execution of Disaster Recovery for this Service is further defined in LightEdge's Customer Operations Recovery Plan.

In the event that the restoration will impact system stability and/or performance, LightEdge reserves the right to move the restoration to a Scheduled Maintenance window after business hours (after 6 PM CST).

LightEdge is not liable for the loss of any customer data, nor does it guarantee the recoverability of customer data that is deleted (accidentally or purposefully) by Customer end users. Additional fees may apply for recovery of customer specific data and LightEdge will work on these requests on a best effort basis.

## 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

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 Service Billing

In addition to the fees and terms outlined in the Purchase Agreement Customer is subject to the additional Service billing terms defined below.

#### 7.2.1 Monthly Commitment

Customer must maintain a Minimum Monthly Commitment Level ("MMCL") of Service. MMCL shall be defined as the dollar amount specific to this Service contained within the executed Purchase Agreement. Should Customer's use of the Service drop below the MMCL during the contract term, Customer will be billed and obligated to pay at minimum the Monthly Charge contained within the executed Purchase Agreement. Increases in service quantities may be made at any time.

Changes in the MMCL are allowed within 30 days of the install date. After 30 days, monthly billings cannot drop below this amount for the duration of the contract.

#### 7.2.2 Service Usage-based

LightEdge will bill Customer for the MMCL (if applicable), plus any additional mailboxes, service options and storage in use each month.

#### 7.2.3 Monthly Billing

Customer may elect to purchase service with a month to month agreement. Customer makes no agreement to maintain a minimum level of usage if they purchase service month-to-month.

## 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

End users will be required to maintain complex passwords for their end user accounts. LightEdge will provide a secure URL that any end user can access to change passwords.

LightEdge is not responsible for unexpected use of Services whether by ex-employees, compromised user passwords or any other misuse of Customer accounts.

Customer 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 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>



## 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.
- 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.

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:

- Inability of mobile devices to access Service.

## 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
99.9% 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
4 hours	Failure to meet the goal does not qualify the Customer for any Service credit.

## 10.5 Performance SLAs and Goals

There are no Performance SLAs or Goals 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
10 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.