

This **Software – Microsoft 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.

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.

Equipment: “Equipment” refers to all physical gear used or required to deliver Service.

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 Vendor 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.

2.2 Levels

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

2.2.1 Microsoft Software

Service grants right-to-use licensure from Microsoft product family on Server provided by LightEdge. Service does NOT grant right-to-use on Customer-owned server.

Processor licensed (or “PL”) software requires an instance of the appropriate Service to be purchased for EACH processor in the Server.

The PL requirement on any physical Server product shall be counted as one PL 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. For example a dual-core, dual-socket server would require 2 Microsoft processor licenses for each piece of Microsoft software so licensed.

The PL requirement on any Virtual Server product shall be counted as one PL for each increment of 4 virtual CPUs (or “vCPUs”). For example a virtual machine with 4 vCPUs would require 1 Microsoft processor license for each piece of Microsoft software so licensed.

Core licensed (or “per core”) software requires an instance of the appropriate Service to be purchased for EACH core in the Server.

The core requirement on any physical Server product shall be counted as one core for EACH unique physical processor core in the Server. For example a dual-core, dual-socket server would require 4 Microsoft core licenses for each piece of Microsoft software so licensed.

The core requirement on any Virtual Server product shall be counted as one core for each increment of 1 virtual CPUs (or “vCPUs”). For example a virtual machine with 4 vCPUs would require 4 Microsoft core licenses for each piece of Microsoft software so licensed.

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

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

- Server Essentials (PL)
- Server Standard (PL)
- Server Datacenter (PL)

Microsoft Windows Remote Desktop Services

- Remote Desktop Services (SAL)

Microsoft SQL Server

- SQL Server Web (core)
- SQL Server Standard (core)
- SQL Server Enterprise (core)

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

- Hosted Exchange Basic (SAL)
- Hosted Exchange Standard (SAL)
- Hosted Exchange Standard Plus (SAL)
- Hosted Exchange Enterprise (SAL)
- Hosted Exchange Enterprise Plus (SAL)

Microsoft Lync

- Lync Standard (SAL)
- Lync Plus (SAL)
- Lync Enterprise (SAL)
- Lync Enterprise Plus (SAL)

Microsoft Office SharePoint Server

- Office SharePoint Server for Internet Sites (PL)
- Office SharePoint Server Standard (SAL)
- Office SharePoint Server Enterprise (SAL)

Microsoft Office

- Office Standard (SAL)
- Office Professional Plus (SAL)

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 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.

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

Installation expedite 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

Customer is responsible for all Equipment used to deliver or provide Service and all equipment used to access Service.

5.2 Equipment Procurement

This section intentionally left blank.

5.3 Equipment Configuration

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

5.4 Equipment Lifecycle

Customer is responsible for the maintenance and replacement of all Equipment used to provide Service and all equipment used to access 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 (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.

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.

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

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

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;
- All cabling necessary to support Service; and
- 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>

For Microsoft products Customer agrees to be bound to current terms of applicable Microsoft End User License Agreement or “EULA”. Terms of this agreement are subject to change without notice. Customer agrees to be bound to any and all versions of EULA

specific to Service. The EULA is typically displayed or referenced when installing Vendor software.

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

None yet identified.

10.4 Availability SLAs and Goals

There are no Availability SLAs or Goals with this Service.

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
7 days	Failure to meet the goal does not qualify the Customer for any Service credit.

10.6.2 Monitoring Goal

There is no Monitoring Goal with this Service.