

This **Workstation Recovery Services 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.

Declared Event: “Declared Event” is any situation where the customer indicates the intention to use the Service for continuation of business operations. Customers with Declared Events take precedence in the use of the workspace over Testing and Office Augmentation users.

Directory Number: “Directory Number” is a phone number assigned to a specific phone or voice endpoint.

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

Office Augmentation: “Office Augmentation” is the use of the Service for the purpose of business operations not tied to an emergency or office outage situations. Customers may opt to use the site for Office Augmentation to provide additional workspace and connectivity for temporary users.

PC Option: “PC option” refers to the use of (at LightEdge’s discretion) an Intel based PC or Virtual Desktop device owned and operated by LightEdge Solutions.

Phone Option: “Phone Option” refers to a LightEdge provided VoIP handset with connection to the LightEdge hosted PBX. Each seat provides a LightEdge provided Directory Number for inbound and outbound calling.

Service: “Service” refers to the use of the facilities for the purpose of alternate workspace either in a recovery scenario or staff augmentation. 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.

Testing: “Testing” is the use of the Service for purposed of testing disaster recovery or business continuity plans.

Users: “Users” refers to the any person authorized by Customer to utilize Service.

Workspace: “Workspace” refers to an individual workstation recovery desk.

2.0 Service Description

2.1 General

LightEdge will provide the workspace and optional PC, phones and connectivity as defined below.

2.1.1 Workspace

Minimum of a 2’ x 4’ desk with a minimum 52” high side panels, minimum of 2 power outlets and a single 100MB Ethernet LAN port. LightEdge reserves the right to provide alternate workstation seating so long as it meets or exceeds these requirements.

Workspace shall be housed in an office appropriate environment either in conjunction with or in close proximity to an existing LightEdge data center facility.

2.1.2 PC Options

Each workspace contracted to have a Personal Computer will be equipped with a PC as specified below. LightEdge retains the right to change PC hardware specifications at any time with reasonable notice to Customer.

Minimum standard PC configurations will be a single core Pentium 4 chip (or virtual desktop equivalent); 2GB of RAM and 80 GB of hard drive space, with a 17” monitor. LightEdge reserves the right to replace hardware as required so long as it meets this minimum requirement

LightEdge will provide each PC with Operating System (OS) and clean disk at the start of the usage period. Base PC includes a currently supported Microsoft operating system (any one of the following): Windows Vista, Windows XP Pro with Service Pack 2 or Windows 2000 with Service Pack 4. As newer operating systems become available LightEdge will continue to support any operating systems that have not reached end-of-life status with Microsoft Corp.

Customer can specify which of the currently supported operating systems will be installed on the PCs. Application installation and support is the responsibility of the customer. Following the use of the PCs for testing or declared emergency, LightEdge will electronically shred the existing disks prior to the reinstallation of the OS. Customers will be required to verify the destruction of sensitive data prior to machines being placed back into service.

2.1.3 Quick Ship PC Options

PCs deployed from a third party will meet the requirements specified in the third party contract. LightEdge will setup and deploy PCs upon arrival into workstation areas contract by the customer. Quick Ship PCs will only be used for Declared Events and will not be accessed for testing events. PCs will be deployed with a base software image used for existing workstation PCs. Quick Ship PCs are used to extend the available number of PCs and are not sold until existing PC workstations have been contracted for.

2.1.4 Phone Sets

Each workspace contracted to have an IP telephone will be configured with an IP Telephone licensed for a Premium Seat with a single Telephone Number (TN) belonging to the Des Moines, IA rate center and associated local calling area. Phone services are provided from LightEdge Solutions. As such, LightEdge will provide Customer with Advanced Voice Solutions (AVS) Hosted PBX Service via an IP Phone at each contracted workspace location. The definition of features included in the Premium Seat may be found at <http://www.lightedge.com/edgebcc>. Each phone will support INBOUND calls (Origination), and OUTBOUND calls (Termination – Local, Domestic Long Distance, International, Operator Assistance and Directory Assistance, 911). Usage charges apply for domestic long distance, international, operator assistance, directory assistance and any other toll calls. Each seat will be associated with a self-administration web tool to easily configure features. Each seat will include a single Voice Mail (VM) mailbox. Prior to Customer taking use of their seat (during Testing or Disaster Declaration), LightEdge will set the web access and VM access credentials (username/password) to a default value. The web access user name and password will be set to the Seat TN. The VM access password will be set to the TN of the seat. The Customer may modify both passwords. LightEdge reserves the right to change or enhance features included with Hosted PBX Seats with reasonable notice provided to customers.

Computer based Training to use the phone system is available via <http://training.lightedge.com> in an inter-active format with voice-over. Face-to-face training is available on a scheduled basis at current hourly rates.

Customer acknowledges that LightEdge is not responsible for forwarding calls from their regular TNs to the LightEdge provided TN in the event that Customer wishes to use their phone service.

Customer acknowledges that LightEdge will not deliver their organization name as Caller Name on outbound calls. All outbound calls will carry the name EdgeBCC

(LightEdge reserves the right to change this name). Customer also acknowledges that LightEdge will not deliver Caller Name on inbound calls.

Customer acknowledges and understands that the Service is not a traditional telephone service. Important distinctions (some, but not necessarily all, of which are described in this Agreement) exist between telephone service and the enhanced Service offering provided by LightEdge. The Service is not subject to the same regulatory treatment as a traditional telephone service. This treatment may limit or otherwise affect your rights of redress before Federal, State or Provincial telecommunications regulatory agencies.

Customer may choose to provision additional group features on top of the Seat service. These services include Auto-attendant, Hunt Group and Call Center. If the customer has contracted for these services, the design of the call flow is done jointly with the customer sufficiently prior to the first use of the service. Actual mapping of Phones to participate in the Call Flow is done after a Declaration (test or disaster) by Customer, in a time period not to exceed 4 hours.

Customer acknowledges that it is possible that an emergency 911 call may not be able to be delivered to a PSAP due to network and systems issues outside of LightEdge’s control. In such an event, LightEdge will deliver Emergency Calls through the PSTN to its Emergency Call Relay Center (ECRC). ECRC personnel will manually query systems to deliver the Emergency Call to the geographically appropriate PSAP. In the event caller cannot speak or identify their address, Customer acknowledges that LightEdge has no further ability to assist the caller and Customer agrees to indemnify and hold harmless LightEdge from all third party claims arising from such circumstances.

Customers choosing the Telephone service will have desktop Ethernet service provided in-line with the IP Telephone handset. This modifies the standard workstation by routing network connectivity through the attached phone set.

Customer agrees to be bound to the terms of the Hosted PBX Service Agreement except where superseded by the terms of this agreement.

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 available space, power, hardware and available network connectivity within a given data center. LightEdge reserves the right to limit availability of Service to new customer or expansion of existing customers based on availability of space, power, hardware, or network connectivity.

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

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2.5 Features

2.5.1 Connectivity

2.5.1.1 Basic Connectivity

LightEdge Solutions will provide Internet Access Services (“IAS”) with 3MB bandwidth to be shared by all users of the service facility. LightEdge may, from-time-to-time, provide advisory e-mail notification of virus alerts or other issues affecting the LightEdge IP network and/or other carrier’s IP networks.

The Internet Connection is protected by a standard Managed Firewall Service that is configured and maintained by LightEdge Solutions. Customer acknowledges that LightEdge is not responsible for security violations or incidents either from the Internet or local LAN.

In the event that the customer needs are not met by the standard LightEdge firewall service, Customer may choose to upgrade to a higher grade Managed Firewall Service or deploy their own Firewall (requires separate contract for rack space). Customer Firewall appliances will not be allowed in the DR workspace area.

Customer agrees to be bound to the terms of the Business Internet Service Agreement except where superseded by the terms of this agreement.

2.5.1.2 Custom Connectivity

If contracted by the customer, LightEdge Solutions will provide access to a customer network within the “Customer Network” provided by LightEdge. LightEdge will reallocate Ethernet ports with direct connectivity to customer networks. No “Basic Connectivity” is assumed in this deployment and customer will be responsible for providing or contracting for Internet and WAN IP Bandwidth to be accessed by the workstations. If using the workstation area to access Internet connectivity provided by the customer, Customer must install a Firewall appliance or contract for managed firewall services to the network being extended to the workstation area.

Customer acknowledges that LightEdge is not responsible for security violations or incidents either from the Internet or local LAN.

In the event that the customer needs are not met by the standard LightEdge firewall service, Customer may choose to upgrade to a higher grade Managed Firewall Service or deploy their own Firewall (requires separate contract for rack space). Customer Firewall appliances will not be allowed in the DR workspace area.

Customer agrees to be bound to the terms of the Meshed IP WAN Service Agreement and/or the Managed Security Service Agreement except where superseded by the terms of this agreement.

2.5.1.3 Network Infrastructure

LightEdge will maintain a minimum of 50MB of connectivity between the workstation recovery area and the rest of the LightEdge network.

Workstation access will include a single 100MB copper Ethernet port to be shared by the workstation PC and VoIP phone located at that workstation. Uplink from the workstation switches shall be 1000MB Ethernet to such network access or core switch available within the recovery area.

2.5.2 Physical Access Control

Physical access control to the work space area is controlled by Access Badges. Physical access control to the cage and rack space is controlled by Access Badges and Biometric verification. Permanent badges and biometrics configuration will be provided for customers that contract for rack or cage space. Temporary badges will be issued to users of a Customer who contracts only for the workspace. Access Badges are issued at the facility at the declaration of an event (Testing or Disaster). Badges are issued only to users that have been named in an authorized user list provided by Customer. In the event, a user associated with the Customer needs access and is not in the authorized user list, the workspace recovery coordinator will need verbal approval from a Customer authorized administrator for access. LightEdge personnel will make reasonable efforts to contact the administrator at the time access is needed. If authorization cannot be obtained access will not be granted. In the event of the loss of a badge, LightEdge will provide one (1) replacement at no extra charge. Additional replacements will be charged at the posted rate. Customer is responsible for designating an administrative contact that can designate which users are authorized to have access into the facility.

2.5.3 Testing Service

Customer will have access to the workspace for testing purposes based on the rate schedule defined in the Proposal. Access to space must be scheduled in advance with workspace recovery coordinator and is subject to availability. LightEdge labor and or consulting outside the scope of preparing the workspace configuration defined in the agreement will be invoiced on a time and materials basis. LightEdge reserves the right to limit and/or deny access to Customer in the event that another customer is experiencing a Disaster or conducting a confidential Test, in which case LightEdge will use commercially reasonable efforts to notify Customer in a timely manner in the event that Customer’s access to work space will be limited or denied.

2.5.4 Declared Event and Usage

In the event of a Declared Event, Customer needing to use the workspace shall declare their intention to use contracted workspace. LightEdge will make reasonable effort to ensure availability of workspace on a first-to-declare basis within the scope of the contracted exclusivity agreement. Declared Events are considered simultaneous if they occur within a four (4) hour time period from the receipt of the first declaration. In the event that multiple customers are simultaneously involved in declarations where the total seats contracted exceeds the current capacity of the center (based on seats available at time of declaration), the Customer will be allocated a quantity of seats returned by the rounded down whole number returned from the following formula.

$$\frac{\text{Number Customer Contracted Seats}}{\text{Total Seats declared (All Customers)}} \times \text{Seats still available}$$

In no case shall a customer receive less than 10% of the seats they have contracted for. Customer acknowledges that during any Declared Event usage period it may be necessary to release seats for use by other customers to ensure fair access for all users of the workstation recovery area. LightEdge will be the sole party responsible for determining when and if seats must be released. In the event that seats must be released, they will be released according to the following formula:

$$\frac{\text{Seats allocated to Customer}}{\text{Seats currently allocated}} \times 10\% \text{ of seats requested by new customer}$$

Take for example the following example:

Customer A has been allocated 40 seats during a Declared Event period. Customer B has been allocated 60 seats during the same period. A new customer requests 50 seats and LightEdge determines that seat release is required.

Customer A will be required to release 2 seats. Customer B will be required to release 3 seats. Customer C will be granted a total of 5 seats meeting the 10% minimum allocation of contracted seats for that customer.

The schedule fees cover the effort of LightEdge personnel having the workspace prepared for use. Additional labor or consulting must be scheduled and will be invoiced on a time and materials basis at the specified rate.

A declaration is made by an authorized contact calling the LightEdge support center and declaring a Declared Event along with providing the number of required workstations, PCs and Phones for this event.

2.5.5 Workstation Reassurance and extended outages

If the number of requested PCs during a given outage exceeds the number of PCs available, LightEdge will enable a quick ship service for all remaining PCs to be delivered within 24 hours of a Declared Event. Customer will accept these PC station as equivalent to existing PCs for the purpose of fulfilling PC Option contracts.

If the number of requested workstations during a given Declared Event exceeds the capacity of workstations by a factor of 50%, LightEdge may deploy mobile recovery services to meet additional demand. These services will take a minimum of 48 hours to be made available. LightEdge will work with all customers desiring workstation space and not currently included in the Allocated space to determine if the additional cost of mobile recovery services are acceptable to the customers in question.

Mobile recovery will not be enacted until such time as all available seats in the workstation recovery area are filled.

2.6 Moves, Adds and Changes

This section intentionally left blank.

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 Printing

Customer may deploy their own printers utilizing the data port in their contracted workspaces. Customer is responsible for configuration of printers and supporting servers provided by them. LightEdge may be contracted on an hourly basis for assistance.

LightEdge will provide one standard copy/print/fax machine in a common area. Access to this machine will be via public Internet services and restricted to current occupants of the service facility. Printing to this printer will be metered as indicated on the attached rate card.

3.2 Copying

Customer may deploy their own office copiers utilizing the area in a contracted workspace.

LightEdge will provide one standard copy/print/fax machine in a common area. Access to this machine restricted to current occupants of the service facility. Copies will be metered as indicated on the attached rate card.

3.3 Faxing

Customer may use LightEdge fax service via LightEdge provided fax machine. This is a standard fax machine with a per page charge for sending and receiving faxes. Customer may also choose to contract a dedicated fax line from LightEdge solutions with a LightEdge provided DID.

3.4 Hitching Post Reservation

Hitching post services are provided for the augmentation of existing workstation recovery areas with additional capacity if needed or contracted with a third party. Parking Lot space for up to two mobile trailers can be provided in conjunction with the hitching post access. Customers may not opt for mobile recovery options until all available contracted workstation seats are filled.

Hitching posts will provide 6 RJ-45 jacks run to interior cabling of nearest LightEdge facility for the purpose of providing Network and/or phone services and 200A of 208V 3-phase power on standard electrical lugs.

Where Ethernet service is delivered to the hitching post it will consist a maximum of two (2) Gigabit Ethernet links and four (4) 100MB Ethernet all delivered via copper to the local workstation aggregation switch.

Each hitching post will provide enough space for a maximum size of a forty (40) foot long x sixteen (16) foot wide trailer. This space will not be inclusive of the truck or any other vehicle or assembly necessary to support the trailer.

This feature does not include a warranty implying protection on the trailer or contents thereof.

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 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

LightEdge will provide Phone, Workstation and PC services for customers as contracted. All applications running on the PCs are the responsibility of the customer and LightEdge makes no warranty for fitness of the PCs to a given application or process used by a customer.

4.3.1 Workstation Installation

Workstations using “Basic Connectivity” will be available 4 hours from the point of declaration for a Declared Event or testing.

Workstations using “Custom Connectivity” will be available 8 hours from the time of declaration for a Declared Event or testing.

4.3.2 PC Installation

PCs will be available with base Windows XP images will be available for use 4 hours from the point of declaration for a Declared Event or testing.

PCs with alternate OS profiles (Windows 2000, Windows Vista) will be available for use 8 hours from the point of declaration for a Declared Event or testing.

4.3.3 Phone Installation

Phones using the assigned Directory Numbers will be available for use 4 hours from the point of declaration for a Declared Event or testing.

Phones using Stand-Alone DID or Customer HPBX DIDs will be available for use 8 hours from the point of declaration for a Declared Event or testing.

4.3.4 Hitching Post Installation

For customers using hitching post services, such services will be available 48 hours after the declaration of intention to use the services.

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

LightEdge will determine and provide appropriate Equipment for Service based on contract.

Customer will be provisioned on a piece of Equipment dedicated only to Customer. LightEdge reserves the right to consider “virtual Equipment” the same as a dedicated piece of Equipment if such “virtual Equipment” provides all of the security benefits that a dedicated piece of Equipment would.

5.2 Equipment Procurement

The section intentionally left blank.

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

LightEdge is responsible for the maintenance and replacement of the Equipment used to provide Service. This is not inclusive of Customer owned gear.

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 on the Workstation Recovery Services platform 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

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

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

End users will be required to maintain complex passwords for their end user accounts. LightEdge will provide either a secure URL that authorized end user can access to change passwords or Help Desk support to set 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 is responsible for maintaining a backup copy of all Customer data residing on the Workstation Recovery Services service.

Customer shall be fully responsible for providing to LightEdge at Customer's own expense and in a timely manner the following:

- 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
- For custom network configuration, customer will be responsible for providing DHCP service or managing IP addresses on PCs and other networked devices within the workstation center.

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.

9.0 Service Conditions

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 Customer understands that if additional service is ordered it may be dependent upon available capacity with the facility. LightEdge reserves the right to refuse provisioning of Service that is not in accordance with previously contracted services.

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.

The right of LightEdge to modify the Acceptable Use Policy referred to in the Master Services Agreement shall not limit or restrict the right of Customer to receive the Services offered by this Agreement.

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>

- 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

“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.

Availability shall be calculated based on the total days of the Declaration Period/Office Augmentation period or the days in the current calendar month, whichever is less.

SLA	Remedy
Workstation: 99.8% availability VoIP phone: 99.9% availability Data port: 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.

10.5 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
30 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.