

This **Hosting Service – Collocation 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.

Customer Network: “Customer Network” refers to the entire network Customer makes available to Remote Users as part of this Service. Customer Network may include many different physical locations and/or physical pieces of Equipment.

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.

Data Center: “Data Center” refers to the physical space within a facility used for hosting of customer equipment.

Data Infrastructure: “Data Infrastructure” refers to the Ethernet Switching, Wide Area networking and Internet components available in the Data Center. All access to the Data Infrastructure is contracted separately and use of such is not implicitly or expressly provided by this Service.

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

Facilities: “Facilities” refers to the physical structure, power distribution and cooling provided by LightEdge to the customer.

Service: “Service” refers to the use of the facilities for the purpose of hosting customer equipment. 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 provide the Customer Conditioned Space, Power, Security, Lockable Cabinets, Shared Collocation and/or Cage Space as define below.

2.2 Levels

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

2.2.1 Lockable Cabinet

Cabinets are four post racks with combination lockable doors and side panels. Side panels on adjacent cabinets will not be removed. The dimensions are 24” wide (outside) x 36” to 39” deep and 45U to 48U tall, depending on the Data Center. The inside width is 19”. There are lockable doors on the front and back of the cabinet. Cabinets are pre-wired with 6 copper Cat5e or better cable drops leading to the LightEdge data infrastructure. Use of this cabling is reserved for LightEdge only. Cabling may be available for use by customer at additional cost.

Customer access to the cabinet is granted via a 3 digit PIN code. Each cabinet has a unique PIN code. PIN code will be provided to Customer Authorized Contacts. Any Authorized Contact can request a reset or change of this PIN code. The Authorized Contact initiating the change request will be given the new PIN code. It will be this Authorized Contact’s responsibility to communicate the new PIN code to all other Authorized Contacts.

All Customer requests relating to PIN code will be tracked by LightEdge. This includes but is not limited to change requests, informational requests and revocation requests.

LightEdge will have access to the Customer cabinet with a key. LightEdge reserves the right to access Customer cabinet at any time for any reason.

2.2.2 Caged Space

Caged space is an option available to Customers who are managing their installation in whole or in part. Caged space is comprised of a mesh wall around the Customers racks / cabinets with dedicated connectivity infrastructure. This connectivity is built on a customer by customer basis and no pre-wired cabling is provided. LightEdge assets or LightEdge Managed devices may be separated from the caged Customer environment for security reasons.

2.2.3 Shared Collocation

Shared Collocation is space provided within a LightEdge lockable cabinet for the purpose of hosting individual computing resources. Each purchased unit includes a maximum of 2Amps of 120V power delivered on one electrical outlet fed by a single power feed.

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 Conditioned Space

Computer Room Air Conditioning (CRAC) units are strategically placed in the data center to assure the appropriate ambient temperature thresholds are met. In a raised floor data center, the conditioned air is dispersed through the air plenum and through the IDC using perforated floor tiles. The non-raised floor data center disperses conditioned air using overhead ducting.

2.5.2 Power

Each Data Center has Uninterruptible Power Supply (“UPS”) systems. UPS systems receive power from both the commercial power utility, and the standby generators. In case of a commercial power failure, the multiple standby generators are available to provide power to the IDC within one minute of a commercial power outage. The one-minute gap is covered by the UPS battery system. During an extended commercial power outage, the diesel generators provide power using the fuel stored on site. Every Data Center has a minimum of a one-day fuel supply, with fuel delivery arrangements. LightEdge recommends all circuits be ordered with one, (1) primary and one (1) backup circuit for fail-over per cabinet. Aggregate draw per rack (or cage space) may not exceed the thresholds defined below. If the Customer’s actual power requirement exceeds the listed threshold, a customer may consider procurement of additional contiguous space to accommodate power consumption and heat dissipation. The combined circuit current draw of a primary plus backup circuit pair is required to stay within 80% of the primary’s circuit’s rated value. LightEdge will periodically review Customer’s usage of primary and redundant circuits to verify that Customer is not overloading the circuit or using backup circuit as a primary source. If Customer refuses to rectify power non-compliance issues, then the Power SLAs will not be applicable to Customer.

Facility	Maximum W/sq. ft.	Average KW per rack	Maximum KW per rack
Albona, IA (DC1)	100 W/sq. ft.	3.5 kW	5 kW
Albona, IA (DC3)	225 W/sq. ft.	5 kW	8.6 kW
Des Moines, IA	50 W/sq. ft.	1.75 kW	1.75 kW
Minneapolis, MN (511)	60 W/sq. ft.	2 kW	2.1 kW
Subtropolis, MO	225 W/sq. ft.	5 kW	8.6 kW

2.5.3 Physical Security of Data Center

Security includes controlled access and egress doors, controlled access permissions and access request methods, and managed key and/or access card and/or biometric systems for access control. CCTV cameras are used to monitor access, egress, and LightEdge infrastructure. Parking is available on a first-come, first-serve basis with no guarantee of availability. Parking may incur third-party costs. LightEdge will not be liable for any pedestrian or vehicular costs incurred in the course of gaining access to LightEdge facilities. LightEdge is not liable for damage, loss, or theft of vehicles, and/or contents thereof. LightEdge reserves the right to access (or to allow third party to access) any part of the Data Center or facility at any time for safety and security reasons including customer cage space or customer cabinets.

LightEdge will require a government issued form of identification prior to granting any form of access to Customer(s).

2.5.3.1 Key access

For LightEdge facilities or portions thereof requiring key access one key will be provided to Customer. Additional keys may be available at additional cost. Customer is responsible for controlling and logging usage of such key(s).

Customer is responsible for communicating change requests, revocation requests, lost keys or other items that can reasonably be considered to be security risks to LightEdge immediately. LightEdge will make reasonable effort to address such requests within two (2) business days.

Keys may be changed from time to time. If a key change is initiated LightEdge will contact one (1) Authorized Contact and inform them of the key change but will not provide the new key. The Authorized Contact will need to contact LightEdge and provide their secured Code Word to obtain the new key(s).

2.5.3.2 Building card access

For LightEdge facilities residing in a third party building requiring card access two cards will be provided to Customer at no cost. Additional cards are available at additional cost.

Building cards cannot be used to gain access to LightEdge facilities.

2.5.3.3 Data Center card access

For LightEdge facilities or portions thereof requiring card access two cards will be provided to Customer at no cost. Additional cards are available at additional cost. Each individual requiring data center access requires a unique card. Cards cannot be shared among multiple people.

Customer is responsible for communicating change requests, revocation requests, lost cards or other items that can reasonably be considered to be security risks to LightEdge immediately. LightEdge will make reasonable effort to address such requests within one (1) business day.

LightEdge will retain and make available six (6) months of usage logs on card access system. These logs are available to Customer by request.

2.5.3.4 Data Center biometric access

For LightEdge facilities requiring biometric access account setup for ten (10) individuals will be provided to Customer at no cost. Each individual requiring data center access requires a unique biometric code and “imprint”. Codes and imprints cannot be shared among multiple people. An imprint is a unique physical aspect of the individual holding the access

account. This may be one or multiple of the following biometric signatures: iris scan, handprint identification or fingerprint identification.

Customer is responsible for communicating change requests, revocation requests, lost codes or other items that can reasonably be considered to be security risks to LightEdge immediately. LightEdge will make reasonable effort to address such requests within one (1) business day.

LightEdge will retain and make available six (6) months of usage logs on biometric access system. These logs are available to Customer by request.

2.5.3.5 Data Center code access

For LightEdge facilities or portions thereof requiring code access one code will be provided to Customer at no cost.

Customer is responsible for communicating change requests, revocation requests, lost codes or other items that can reasonably be considered to be security risks to LightEdge immediately. LightEdge will make reasonable effort to address such requests within one (1) business day.

Codes will be changed every six (6) months, or every time a LightEdge employee with knowledge of such code is no longer employed by LightEdge, or each time a customer requests a code change, or each time a customer with knowledge of such code is deemed to no longer require knowledge of such code, or every reasonable breach of security surrounding knowledge of such code, whichever comes sooner.

If a code change is initiated LightEdge will contact one (1) Authorized Contact and inform them of the code change but will not provide the new code. The Authorized Contact will need to contact LightEdge and provide their secured Code Word to obtain the new code.

2.5.3.6 Visitor access

Visitor access to all LightEdge facilities requires prior authorization by LightEdge. LightEdge requires a twenty-four (24) hour or more notification of such visitors. Visitors must be escorted at all times by LightEdge personal and/or by customer Authorized Contact(s).

If LightEdge is asked to escort a visitor of Customer rates for this service shall be the same as the remote hands rate. LightEdge will require a government approved form of identification from each visitor receiving escort services. If visitor identification does not match the request made by customer Authorized Contact access will not be granted.

2.5.4 Facility Access

All persons utilizing the facility will be required to sign a Data Center Physical Access Policy statement acknowledging the terms and conditions of physical access to the data center.

2.6 Moves, Adds and Changes

This section intentionally left blank.

2.7 Limitations

This section intentionally left blank.

3.0 Service Features

3.1 Power

Lockable Cabinet: Lockable Cabinet contracts come with one (1) 20Amp / 120V circuit with Ethernet manageable power distribution unit. Addition power may be ordered at time of contract up to a maximum allowed by LightEdge. 120V power will include manageable power distribution units. 208V power will not include PDUs. Following initial installation, LightEdge may restrict the ability to add additional power circuits based on power and cooling consumption within the data center.

Shared Collocation: A shared collocation contract provides one (1) 120V outlet with a maximum power draw of two (2) Amps. Up to one additional two (2) Amp power port may be ordered to provide redundant power. At no point shall more than two power ports be allocated to a single contracted device. All power ports are standard NEMA 5-15 outlets.

Caged Space: All power to caged spaces is customer built to the customer’s original ordering specifications. A maximum of 60Amps draw at 208V or 120V shall be enforced. Following initial installation, LightEdge may restrict the ability to add additional power circuits based on power and cooling consumption within the data center.

General conditions: All power outlets within the data center shall conform to either the NEMA locking standard for 120V (L5) and 208V (L6) circuits or the IEC-309 standard for larger scale 208V deployments. All circuits must be neutral isolate and no common neutral will be provided for 208V circuits

3.2 Remote Hands

LightEdge offers remote hands service of Customer Equipment used with the data center for an additional fee. This feature is available at the discretion of the operations staff and inclusion of this Description of Service feature herein in no way entitles customer to feature.

Router management only includes configuration and management of Equipment necessary to support LightEdge Service. LightEdge reserves the right to bill customer at current hourly rates for configuration requests that are not required to provide Service outlined herein.

4.0 Service Delivery

4.1 General

It is Customer’s responsibility to ensure that all devices at the facility are able to connect to Equipment and are configured properly. This includes but is not limited to Ethernet switches, Ethernet cabling, workstations, servers and operating systems.

4.2 Installation

Upon procurement of the Service, LightEdge will provision one or more of the following for the Co-location product as required:

- Rack space units or rack
- Power
- Network Infrastructure
 - Ethernet drop (up to 2 Cat5e RJ-45 included at no cost)
 - VLANs (up to 3 per Customer included at no cost)
 - Subnets (up to /26 per Customer included at no cost)
 - Routing (1 VRF per Customer included at no cost)

Additional quantity of units above may be available at additional cost. Where units are defined as “per Customer” the sum of units allocated though all other LightEdge services shall count toward total.

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

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

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

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

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

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

4.3 Installation Options

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

Installation assistance from data center staff: This service is available with advanced notice during daytime hours as stated in the Customer’s Service Agreement.

Data Center Escort: All customers in shared Collocation will be required to be accompanied by a LightEdge employee for the duration of their activity in the data center areas. Rates for this service shall be the same as the remote hands rate. Escort services to data center areas are available during business hours.

Shared Collocation Equipment Removal and Installation: Customers not wishing to pay the escorting fees may have the LightEdge staff install and remove equipment from shared collocation spaces. This service is available only during business hours unless prior arrangements are made. If outside of business hours, standard remote hands work rates shall apply. 48 hours advanced notice is required for this service and LightEdge will perform the removal at staff convenience up to 24 hours in advance. Installation of equipment in a rack will take place as soon as reasonable possible but may take up to 24 hours to complete.

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 provide 19” wide rack space based on EIA-310-D standard in a quantity corresponding to Service contract.

LightEdge will provide electrical power using 120V/60Hz North American standards in a quantity corresponding to Service contract.

5.2 Equipment Procurement

This 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 LE 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 a trouble 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.

6.4 Monitoring

Customers in Lockable cabinet and Shared Collocation contracts are provided access to the managed power strips associated with their contracted space or devices. Further monitoring of equipment within the contracted space is Customer’s responsibility.

6.5 Notifications

If requested by Customer LightEdge will notify Customer within fifteen (15) minutes of a Service outage via e-mail (to pager) notification Services. LightEdge will monitor power and cooling in the data centers. An outage is defined as any time power or adequate cooling is unavailable to the contracted space. Power conversion to UPS or backup generator shall not be considered an outage as no loss of power is suffered by the customer.

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

Billing for the Service Component will begin on the Service Activation Date, as specified below, for the specific Service type.

The Service Activation Date for Shared Collocation is the date power and rack space is allocated to the customer.

The Service Activation Date for Locked Cabinet customers is the date power build out is complete for that customer.

The Service Activation Date for Caged Space customers is the date all three of the following conditions are met: (i) physical cage is installed, (ii) power build out as defined by the customer is complete, (iii) functioning security card readers are activate.

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.

7.3.5 Access Cards

Two access cards for the data center spaces are provided for each customer regardless of number of contracted services within a data center. Additional access badges may be purchase at a rate indicated on the Customer Rate Sheet

7.4 Power Pricing

7.4.1 Utility Price Changes

In the event that the utility provider for a given data center enacts changes to the tariffed power or riders associated with a power schedule, LightEdge shall have the right to adjust the amount charged for power circuits accordingly. Changes in power charges shall be limited to the same percentage increase as incurred by LightEdge from the utility provider.

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.

7.4.2 Yearly Review

On the anniversary of the Service Activation date, LightEdge may adjust power pricing on a yearly basis to account for changes in maintenance costs, equipment placement and power distribution efficiency. If such changes are to be made the will be provided in writing to the Customer no less than 60 days in advance of the anniversary date.

7.4.3 Tax Increases

If LightEdge is subject to an increase in sales tax, local option tax or any tax change that affects the cost of power delivery, LightEdge may immediately increase the power costs to Customers by the same percentage amount as the change in the applicable taxes.

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; and
- Designating an Authorized Contact(s) to be the point of contact to interface with LightEdge Technical Support.

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 or may not be possible to provision that service augmentation dependent upon available capacity with the facility. LightEdge reserves the right to refuse provisioning of service elements that are not in accordance with accepted practices related to electrical and cooling services.

Customer will not hold LightEdge liable for any resultant damage or loss due to inability to provide services outlined herein. This includes but is not limited to electrical issues, loss of cooling, fire, theft, or force majeure.

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.

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>

10.1.2 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 Scheduled Maintenance as defined herein.
- Customer’s election to not release a Service Component for testing and/or repair and to continue using the Service Component.
- Force Majeure conditions such as fire, explosion, lightning, power surges or failures, strikes or labor disputes, water, acts of god, the elements, war, civil disturbances, terror, acts of civil or military authorities, fuel or energy shortages, acts or omissions of suppliers or other causes beyond LightEdge’s control, whether or not similar to the foregoing.
- Service interruptions, deficiencies, degradations or delays during any period when a Service Component is removed from Service for maintenance, replacement, or rearrangement purposes by Customer staff.
- Service interruptions, deficiencies, degradations or delays in Service caused by any piece of equipment, configuration, routing event or technology not under the management and control of LightEdge.
- Failure to adhere to LightEdge recommended configurations on unmanaged equipment.

In addition, Service SLAs do not apply:

- If Customer is entitled to other available credits, compensation or remedies under Customer’s Service Agreement for the same Service interruption, deficiency, degradation or delay.
- For Service interruptions, deficiencies, degradations or delays not reported by Customer to LightEdge.
- Where Customer reports an SLA failure, but LightEdge does not find any SLA failure
- When Service is dependent upon other Service with lower SLA.
- If Customer has over 30 day past due balance on any billing or service with LightEdge.
- After date of Service contract termination.

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

10.3.2 Service SLA Exclusions

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

- A customer exceeding 80% of a given electrical circuit. Additionally Customer is responsible and liable for any damage that occurs as the result of such excessive usage.
- Customer plugging additional power strips into the LightEdge provided power strips. Additionally LightEdge reserves the right to demand removal of the additional power strips.

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 Power Availability SLA

For purpose of the Power 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.

Power availability is calculated as $((TPM - MDT) / TPM) \times 100$ where:

TPM == Total Power Minutes, per month. Total power minutes do not include Scheduled Maintenance timeframes.

MDT == Minutes Down Time, minutes per month where power is unavailable.

SLA	Remedy
99.99% availability ~ 5 minutes downtime monthly	Service Credit is based on Monthly Service Charge. 99.98 – 99.9% = 10% Service Credit 98.89 – 99% = 15% Service Credit 98 - 98.99 % =20% Service Credit 97 – 97.99% = 35% Service Credit <97% = 50% Service Credit

10.4.2 Cooling Availability SLA

For purpose of the Cooling 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.

Cooling availability is calculated as $((TCM - MDT) / TCM) \times 100$ where:

TCM == Total Cooling Minutes, per month. Total cooling minutes do not include Scheduled Maintenance timeframes.

MDT == Minutes Down Time, minutes per month where cooling is unavailable or degraded. Cooling is measured by the average return air temperature of the active recirculation units within the Data Center.

SLA	Remedy
99.99% availability at 72 degrees F. ~ 5 minutes downtime monthly	Service Credit is based on Monthly Service Charge. 99.98 – 99.9% = 5% Service Credit 98.89 – 99% = 10% Service Credit 98 - 98.99 % =15% Service Credit 97 – 97.99% = 20% Service Credit <97% = 25% Service Credit

10.4.3 Humidity SLA

For purpose of the Humidity 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
35-60% relative humidity	Each 6 hours service is outside of SLA qualifies the Customer for a credit of 5% of MRC up to a maximum of 50% of MRR for affected service.

10.4.4 Service Repair Goal

For purpose of the Service Repair Goal, the duration of a Service Outage shall be deemed to commence upon the determination by LightEdge Technical Support that Service Repair is necessary and ends when the Service Repair has been completed.

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

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

10.5 Performance SLAs and Goals

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

10.6.3 Remote Hands Goal

For purpose of the Remote Hands Goal, the duration of a Service Outage shall be deemed to commence upon the initial request for Remote Hands service by Customer and ends when the Remote Hands service has been initiated by LightEdge.

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