

This Cloud Monitoring 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.

**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.

**Server:** "Server" refers to the Computer being provided as part of Service.

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

**Service Availability Issue:** "Service Availability Issue" are unplanned service interruptions, a reduction in service quality, or failure of a configuration item that has not yet impacted a service. Service Availability Issues and corresponding remedies are further defined in Section 10.

**Service Requests:** "Service Requests" are general inquires related to fulfilling standard changes, responding to requests for information, and fulfilling requests for access to standard services. There are no SLA implications related to Service Requests.

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

## 2.0 Service Description

### 2.1 General

With Cloud Monitoring you have an always on (24x7x365) system that is watching over your critical IT infrastructure and proactively alerting you when something is wrong.

Cloud Monitoring provides you with a secure, branded, web-based portal which you can use to configure, manage and monitor all components of your IT infrastructure. This portal can also be used to view, acknowledge and customize all alerts. The customization of alerts is extremely flexible and allows for:

- Customizable escalation policies (if user 1 has not responded than send alert to user 2)
- Prioritization and filtering of alerts (send critical alerts only to user 1 but send critical and minor to user 2)
- Time filtering (user does not want to receive alerts within certain timeframes)

For Unmanaged LightEdge Services, or for monitoring of 3rd party infrastructure, alerts are sent to you via email. This allows for maximum flexibility in driving business awareness via any sort of mobile device (email to pager gateway, smartphone email, tablet or laptop-based email). If an alert is not acknowledged within 15 minutes a LightEdge support technician will contact you. This provides an additional layer of protection against missed alerts for customer managed platforms.

For LightEdge Managed Services a ticket will automatically be opened with LightEdge support and an engineer will immediately begin investigation.

If you are looking for a fully managed service where someone else fully manages your critical systems and proactively resolves any issues please consider LightEdge's family of fully managed cloud services.

Data obtained by monitoring platform is retained for one year and is made available to you for download. This facilitates long term problem trending and analysis and also gives you an audit trail should your business face external regulations or compliancy requirements.

A wide variety of reports are built into the system that promote broad visibility into the current state of the IT landscape. From executive reports on internal systems availability and performance of the IT infrastructure to operational reports showing current outages and "top 10" lists the system covers most needs "out of the box". Reports can also be customized to meet future business needs.

#### 2.2 Levels

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

### **Availability Monitoring**

Ping Monitoring is network based monitoring that is used to detect network issues between the monitoring system and the device being monitored. It uses an industry standard ICMP test and as such is compatible with any piece of equipment that has an IP address. Finally it does not require an agent to be installed on the device being monitored

Ping Monitoring can be used to detect and alert on the following example issues:

- Packet loss to a critical server due to a faulty Ethernet cable or switch
- Availability of a critical server (packet loss)
- Responsiveness of the local network (network latency and jitter)

## **VM/Hypervisor Monitoring**

VM/Hypervisor Monitoring is hypervisor level monitoring that provides visibility into all major hypervisor technologies (VMware vCenter/ESXi, Microsoft HyperV and Citrix XenServer). It connects to the hypervisor at an administrative level to gain full visibility to the virtualized environment. This level of service is pre-built to give you maximum visibility into your hypervisor environment. You don't need to customize via extensive and expensive consulting engagements to gain the maximum benefit from it. Within hours you can have service-provider levels of visibility into your private cloud environment!

VM/Hypervisor Monitoring can be leveraged to:

- Monitor the health and availability of virtual machines via hypervisor level visibility (virtual machine CPU usage, disk load, memory utilization, network traffic graphing)
- Auto-discovery across all components of virtual infrastructure (some components such as storage SANs may incur additional cost)
- Provide visibility into virtual server movements from one physical host to another (assists in event correlation)
- Automated event correlation to affected components and alert suppression during major outages

## Server/OS Monitoring

Server/OS Monitoring is operating system level monitoring that provides visibility into all major physical server environments (Cisco UCS, Dell, IBM and HP) and all major operating system environments (Microsoft Windows, Linux, UNIX, xBSD, IBM AIX and z/OS, Mac OS X, HP-UX, Oracle Solaris and SunOS and Novell Netware). It connects to the operating system at an administrative level to gain visibility into the physical server and operating system level environments. Additional visibility can be obtained by integration with major systems management platforms (Cisco UCS Manager, Dell OpenManage, HP Insight, IBM Director) to gain even more visibility to the physical environment. Some functionality may require the installation of an operating system agent.

Server/OS Monitoring can be leveraged to:

- Proactively detect and resolve environmental factors such as unclean power and cooling issues before they cause major outages
- Check into the health and availability of server components such as power supplies, cooling fans, CPU temperatures, communication busses, chassis intrusion events and memory statistics



- Inventory and report on physical parameters such as firmware versions, serial numbers, hardware revisions and server configurations
- Perform asset management
- Manage system health at an operating system level by monitoring system performance counters such as CPU, memory, file systems, swap, processes, system latency and availability
- Troubleshoot basic issues via integrated toolbox (traceroute, ping, DNS lookups, SNMPwalk)

### 2.3 Availability

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

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

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

### 2.4 Delivery

This section intentionally left blank.

### 2.5 Features

This section intentionally left blank.

## 2.6 Moves, Adds and Changes

This section intentionally left blank.

### 2.7 Exceptions

This section intentionally left blank.

## 3.0 Service Options

This section intentionally left blank

## 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, Customer-owned servers and operating systems.

### 4.2 Installation

Upon procurement of the Service, LightEdge will provision a monitoring platform for use by the customer. This platform includes a base engine and portal that receives, collates and displays all data collected by collector servers.

Collection of data can be performed across the Internet by shared LightEdge collection servers or across a private network by dedicated Customer collection servers. Dedicated collection servers will incur additional costs.

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.

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

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

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

### 4.3 Installation Options

This section intentionally left blank.

### 4.4 Cabling

This section intentionally left blank.

### 4.5 Service Upgrades & Modifications

LightEdge may use other methods to provide Customer with equivalent Service. LightEdge reserves the right to replace Customer Service with equivalent or upgraded Service at any time during contract duration. LightEdge will make an effort to coordinate any such Service change with the Customer prior to such change. If LightEdge is unable to coordinate an acceptable time for a Service change with the Customer LightEdge reserves the right to make such a Service change during a Scheduled Maintenance window.

### 4.6 Service Termination

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

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

# 5.0 Equipment

# 5.1 Equipment Requirements

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

## 5.2 Equipment Procurement

The section intentionally left blank.

## 5.3 Equipment Configuration

The section intentionally left blank.

## 5.4 Equipment Lifecycle

LightEdge is responsible for the maintenance, replacement and upgrades of the Equipment used to provide Service. Equipment upgrades are performed in accordance with availability of manufacturer support. 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 clientorganization 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 Virtual Servers, 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

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 fifteen (15) 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 Managed Backup and Recovery

Unless Customer has contracted for Managed Backup and Recovery service 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 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.

## 7.2 Service Billing

This section intentionally left blank.

### 7.3 Additional Charges and Fees

### 7.3.1 Field Technician Charge (FTC)

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

## 7.3.2 Missed Appointment Fee

Customer or its authorized representative must be available at the Customer location for the scheduled installation appointment date to grant the Service tech access or to accept delivery of the Equipment, or to work with installation technician to turn up the service. If no one is available, the Service tech will attempt to contact Customer for minimum of an additional fifteen (15) minutes before re-scheduling the appointment.

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

### 7.3.3 Travel

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

- For Customer locations in the domestic US between 30 and 100 miles from nearest LightEdge office:
  - Travel time at hourly rates (office-to-office) for any vehicular travel outside a 30 mile radius from nearest LightEdge office.
- For Customer locations in the domestic US greater than 100 miles from the nearest LightEdge office:
  - All provisions of travel to Customer locations within 100 mile radius of nearest LightEdge office;
  - Airplane, bus or train tickets at LightEdge cost;
  - Rental car, gas and parking at LightEdge cost;



- Per diem allowance of \$40/day (food); and
- Hotel/lodging at LightEdge cost.
- Other Customer locations require signed agreement between LightEdge and Customer.

### 7.3.4 Minimum Retention Period – Moves

In the event Customer terminates the Service before the expiration of the contracted period, due to a move, then Customer shall pay the termination charges in accordance with the Customer's Service Agreement. LightEdge will waive the termination charges, if Customer purchases another Service from LightEdge at a new location, which is of the same or greater value and subscribes to a new minimum contracted period of at least twelve (12) months. Additional Equipment charges may apply depending on the type of the new Service that is being purchased by Customer. If service is not available at new location, customer is subject to termination charges per the Master Service Agreement.

## 8.0 Customer Requirements

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

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

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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:
- Maintenance of the User accounts on the Virtual Server, including secure passwords;
- Testing of all Customer-owned 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;
- Security of the OS and Applications installed on the Virtual Server(s); and
- Patching of the OS and Applications installed on the Virtual Server(s).

### 9.0 Service Conditions

Customer acknowledges that in the event of a service issue, 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. Current Acceptable Use Policy can be found here: http://www.lightedge.com/legal

Customer agrees that any service complaints including concerns regarding level of support, products, service reliability, or any other concerns related to LightEdge or Services being provided by LightEdge will be communicated to LightEdge by sending an email to qa@lightedge.com

## 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.

VERSION 2.2 Page 4 of 6 8/17/2017



- Failure or deficient performance of power, Equipment, Services or systems not provided by LightEdge.
- Delay caused or requested by Customer.
- Service interruptions, deficiencies, degradations or delays due to any access lines, cabling or equipment provided by third parties.
- Service interruptions, deficiencies, degradations or delays during any period in which LightEdge or its representatives are not afforded access to the premises where access lines associated with Service are terminated or LightEdge Equipment is located.
- Service interruptions, deficiencies, degradations or delays during any period when a Service Component is removed from Service for maintenance, replacement, or rearrangement purposes or for the implementation of a Customer order.
- Customer's election to not release a Service Component for testing and/or repair and to continue using the Service Component.
- Force Majeure conditions such as fire, explosion, lightning, power surges or failures, strikes or labor disputes, water, acts of god, the elements, war, civil disturbances, terror, acts of civil or military authorities, fuel or energy shortages, acts or omissions of suppliers or other causes beyond LightEdge's control, whether or not similar to the foregoing.
- Service interruptions, deficiencies, degradations or delays during any period when a Service Component is removed from Service for maintenance, replacement, or rearrangement purposes by Customer staff.
- Service interruptions, deficiencies, degradations or delays in Service caused by any piece of equipment, configuration, routing event or technology not under the management and control of LightEdge.
- Failure to adhere to LightEdge recommended configurations on unmanaged equipment.

In addition, Service SLAs do not apply:

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

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

### 10.3.2 Service SLA Exclusions

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.

SLA	Remedy
99.99% availability	Each 15 minutes service is unavailable above SLA goal qualifies the Customer for a credit of 5% of MRC up to a maximum of 50% of MRR for affected service.

# 10.4.2 Service Repair Goal

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

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

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

### 10.5 Performance SLAs and Goals

There are no Performance SLAs or Goals with this Service.

## 10.6 Other SLAs and Goals

"Other" SLAs apply whenever SLA goal has not been met. "Other" SLA credits will qualify for consideration even when "Service Availability" or "Service Performance" SLA credits are requested against the same Customer issue.

## 10.6.1 Standard Service Installation Interval Goal

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

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

### 10.6.2 Monitoring Goal

VERSION 2.2 Page 5 of 6 8/17/2017



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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.

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