This **Hosting Services - Virtual 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

LightEdge will provide Virtual Server(s) including platform, hardware configuration, operating system software ("OS"), and quantity as selected by Customer. LightEdge will procure such Virtual Server(s), install the selected OS, and configure the network interface card(s) ("NIC") with an Internet Protocol ("IP") address accessible within the LightEdge Network and the general Internet. LightEdge will place such Virtual Server(s) in LightEdge datacenter facilities and make available for IP network access via the LightEdge Network and the general Internet. LightEdge will be responsible for management and maintenance of the Virtual Server(s) hardware.

LightEdge includes Basic Managed Computer Support with this product at no additional charge. The terms of service provided with this service include:

- Basic ICMP and IP port monitoring
- Remote hands support

LightEdge maintains a Portal System for the management of Virtual Servers. LightEdge will make Portal access available to Customer.

2.2 Levels

Service will be made available to Customer via the following base offering:

Base VM
- 1 VM based on VMWare vSphere Enterprise Plus licensure
- 1 vCPU
- 1 GB vRAM

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

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

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 Virtual Server Upgrades

LightEdge offers hardware upgrades for a monthly fee of the following types:

- vCPU
- RAM

3.2 Managed Computer Support - Premium

LightEdge offers upgraded server management for a monthly fee. Upgraded server management includes:

- Advanced SNMP or WMI-based monitoring
- Advanced operating system installation support
- Operating system and application post-installation support
- Operating system and application patching

3.3 Microsoft SPLA Licensure

LightEdge resells selected Microsoft OS and application software licensure under the SPLA Agreement. This software is available at a monthly fee for Virtual Server customers.

3.4 Managed Backup and Recovery

LightEdge offers a Managed Backup and Recovery service to Virtual Server Customers. LightEdge recommends utilizing this Service for backing up Virtual Servers. See the Managed Backup and Recovery Service Description document for additional information.

3.5 Hosted Storage

3.5.1 NAS

LightEdge maintains network-attached NAS storage for Customer use on all Virtual Servers. RAID6 fiber-attached storage is available in 1GB increments on a network attached storage array at an additional cost and is accessible via NFS. Storage is presented via virtual SCSI driver to virtual machine.

3.5.2 SAN

LightEdge maintains fiber-attached SAN storage for Customer use on all Virtual Servers. RAID6 and RAID10 fiber-attached storage is available in 1GB increments on a fiber-channel storage arrays at an additional cost and is accessible via FC or FCoE. Storage is presented via virtual SCSI driver to virtual machine.

3.6 Firewall Services

LightEdge offers a Managed Security product that includes a variety of firewalls. Virtual Server customers are required to maintain a firewall in front of the Virtual Server. See the Managed Security Service Agreement for more information.

3.7 DNS

LightEdge operates a geographically redundant DNS platform for Customer use. LightEdge will assist in the registration or modification and migration of domain registration records to LightEdge Primary and Secondary Domain Name servers. LightEdge will provide Primary and Secondary hosting of such DNS records.

3.8 Load Balancing

LightEdge offers a Load Balancing Service. This service tracks network sessions and server availability in real time, directing each session to the most appropriate server. This service is available for additional monthly fees on a per real server basis. A real server is defined as each distinct IP configured in the load balancing devices and designated as a valid destination for sessions.

3.9 E-mail Services

LightEdge offers a variety of e-mail services as separate products.

3.10 Internet Bandwidth

Bandwidth for internet traffic is available for Virtual Server customers. This service is typically offered on a "per GB" basis. See the Business Internet Service Agreement for additional information.

3.11 Additional Data Center and Network requirements

At times, Virtual Server customers require additional infrastructure for their Virtual Servers. These may include, but are not limited to, Ethernet ports, fiber ports, cross-connects, cabling, IP Addresses and special network configurations. These may or may not be available depending on circumstances and there may be additional costs associated for these items.

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. LightEdge will ensure that each Virtual Server is connected properly to the LightEdge network.

4.2 Installation

Upon procurement of the Service, LightEdge will provision one or more of the following for the Virtual Server product as required:

- Web-based management access
- Network Infrastructure
    - vNICs (up to 2 included at no cost)
    - VLANs (up to 3 per Customer included at no cost)
    - Subnets (up to /26 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.

LightEdge will install the base OS for Virtual Servers. Basic Installation fees will be included for SPLA Licensure purchased through LightEdge and for select open source Linux distributions. LightEdge will provide media and license keys as necessary for these OS installations. Additional OS configuration may be billable.

Customer-owned or GPL licensure may be used on LightEdge Virtual Servers, but LightEdge provides no guarantee for functionality on LightEdge owned Servers for said OS software. Customer is responsible for providing all media and license key information to LightEdge prior to the OS installation for these servers. All installation and consulting time relating to non-LightEdge OS Software will be billable.

Once the OS installation is complete, LightEdge staff will configure the Virtual Server's networking components, setup a basic administrative user account and make the server available to the Customer. Once the Customer has verified that the Server is available and functioning properly, the Service will be considered active and billing will commence. Administration and patching of the OS is the responsibility of the Customer after Service Activation.

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

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

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

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

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

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

4.3 Installation Options

This section intentionally left blank.

4.4 Cabling

LightEdge maintains any physical network cabling required to support Virtual Server Service. LightEdge reserves the right to limit any cabling requests from Customer. If non-standard cabling is allowed, additional charges may apply to accommodate such cabling.

LightEdge reserves the right to bill Customer at current market rates for any cabling required to support Service. LightEdge reserves the right to use outside cabling contractors to perform this cabling work.

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

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 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

At Customer's request, LightEdge will provide basic monitoring of Service availability. Availability monitoring and reporting may require Internet Control Message Protocol ("ICMP") and/or Simple Network Management Protocol ("SNMP") access to Equipment from a LightEdge designated IP and/or IP subnet. LightEdge will provide e-mail notification of Service availability issues. LightEdge will provide 24 x 7 responses to Customer or NOC initiated alarms for Service availability issues.

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.

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.
- 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

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.