

This **AVS Hosted PBX 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.

**Cabinet:** "Cabinet" refers to a physical cabinet in LightEdge facility containing Customer Equipment.

**Circuit:** "Circuit" refers to a path or physical link between two points over which data is passed.

**Codeword:** "Codeword" 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.

**Customer Premise:** "Customer Premise" refers to the physical address (as stated in the Purchase Agreement) where the LightEdge has been requested to provide services.

**Data:** "Data" refers to any Customer specific content residing on or traversing through the platform providing Service such as Email, backup data, configuration files, Customer owned content or files which are held as part of Service to Customer.

**Equipment:** "Equipment" refers to all physical gear used or required to deliver Service.

**Off-gateway:** "Off-gateway" refers to a customer location to which LightEdge cannot currently offer local phone numbers.

**On-gateway:** "On-gateway" refers to a customer location to which LightEdge can offer local phone numbers.

**Service:** "Service" refers to the service and/or circuit used to connect Customer Premise to LightEdge Solutions' network. 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 inquiries 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.

Transfer, Three-Way Calling, Last Number Redial, and Speed Call 8 or 100 Numbers.

**Premium Seats:** LightEdge will provide Customer with all the features of the Standard Seat plus Alternate Numbers, Anonymous Call Rejection, Selective Call Rejection, Selective Call Acceptance, Shared Call Appearance, Simultaneous Ring, Call Manager, Outlook Integration, and Remote Office.

**Standard Mainline:** Published/porting numbers terminate on a "Mainline" seat for ease of re-direct for disaster recovery. The Standard Mainline seat is equipped with Call Forwarding and forwards based on call routing design.

**Premium Mainline:** LightEdge will provide Customer with all the features of the Standard Mainline plus Call Forwarding Selective.

**Hold/Retrieve Seat:** The LightEdge Hold/Retrieve seat is an alternative to traditional call parking through 'star' codes. Calls are "held" on separate extension which can be retrieved both by internal and external Users.

**Hoteling Host Seat:** The LightEdge Hoteling Host seat is a multi-User phone which can be quickly configured to act as the personal phone for a mobile User.

**Remote Office Seat:** LightEdge will provide Customer with basic Call Forwarding functionality plus Voice-mail.

### 2.2.2 On-Gateway

For Customer locations where LightEdge is able to offer local phone numbers through a local point of presence LightEdge will provide Customer with voice connectivity Service between the Customer Premise identified below and the Public Switched Telephone (PSTN) network. Service will be delivered in the form of a dedicated circuit(s) engineered by LightEdge which will be dependent upon location, bandwidth and/or Services requested. Service will typically be delivered to Customer via managed phones. Service will be transported using Voice-over-IP (VoIP) encapsulation.

Service will be delivered via Voice-over-Internet Protocol using CODEC g.729a standards. LightEdge will provide administrative access to Customer's technical contact to easily add, change and delete Users on their Hosted PBX system. LightEdge reserves the right to change or enhance features included with Hosted PBX Seats from time to time.

Customer is expected to perform the majority of all Moves, Adds and Changes (MACs) through use of the online administrative portal, My.LightEdge.com. These responsibilities are described in detail at the end of this Service Agreement. If the LightEdge support team is consulted to perform a change that is the responsibility of the Customer, a change fee will be assessed.

Customer calls will be routed via an IP to PSTN gateway managed by LightEdge Solutions. LightEdge will provide a single local phone number per phone.

### 2.2.3 National DID

For Customer locations where LightEdge is able to offer local phone numbers through a partner's point of presence LightEdge will provide Customer with voice connectivity Service between the Customer Premise identified below and the Public Switched Telephone (PSTN) network. Service will be delivered in the form of a dedicated circuit(s) engineered by LightEdge which will be dependent upon location, bandwidth and/or Services requested. Service will typically be delivered to Customer via managed phones. Service will be transported using Voice-over-IP (VoIP) encapsulation.

Service will be delivered via Voice-over-Internet Protocol using CODEC g.711 standards. LightEdge will provide administrative access to Customer's technical contact to easily add, change and delete Users on their Hosted PBX system. LightEdge reserves the right to change or enhance features included with Hosted PBX Seats from time to time.

Customer is expected to perform the majority of all Moves, Adds and Changes (MACs) through use of the online administrative portal, My.LightEdge.com. These responsibilities are described in detail at the end of this Service Agreement. If the LightEdge support team is consulted to perform a change that is the responsibility of the Customer, a change fee will be assessed.

## 2.0 Service Description

### 2.1 General

Service will be made available to Customer via one of the following two voice channel options:

**Per seat:** Voice channels will be made available in a suitable quantity for each seat of Service.

**Per channel:** Voice channels will be separately defined and contracted for by Customer and Service will be limited by quantity so ordered. (per-channel)

### 2.2 Levels

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

#### 2.2.1 Seats

**Basic Seat:** LightEdge will provide Customer with inbound and outbound calling plans, Calling Line ID Delivery and basic Call Forwarding functionality.

**Standard Seat:** LightEdge will provide Customer with all the features of the Basic Seat plus Voice-mail, Call Forward Selective, Do Not Disturb, Call Waiting, Call

Customer calls will be routed via an IP to PSTN gateway managed by LightEdge Solutions. LightEdge will provide a single local phone number per phone.

#### 2.2.4 Off-Gateway

For Customer locations where LightEdge is unable to offer local phone numbers LightEdge will provide Customer with voice connectivity Service between the Customer Premise identified below and the Public Switched Telephone (PSTN) network. Service will be delivered in the form of a dedicated circuit(s) engineered by LightEdge which will be dependent upon location, bandwidth and/or Services requested. Service will typically be delivered to Customer via managed phones. Service will be transported using analog POTS lines. Customer will be responsible for providing appropriate number of analog POTS lines for service.

Service will be delivered to Customer via one of the following two options:

**POTS lines:** Service will be delivered via analog POTS lines terminated into a PSTN-IP gateway device which resides at the Customer premise. LightEdge will provide administrative access to Customer's technical contact to easily add, change and delete Users on their Hosted PBX system. LightEdge reserves the right to change or enhance features included with Hosted PBX Seats from time to time.

**Non-local DIDs:** Service will be delivered via non-local DIDs provisioned by LightEdge. LightEdge will provide administrative access to Customer's technical contact to easily add, change and delete Users on their Hosted PBX system. Incoming local calls to Customer location may be a long distance call.

Customer is expected to perform the majority of all Moves, Adds and Changes (MACs) through use of the online administrative portal, My.LightEdge.com. These responsibilities are described in detail in the Customer Requirements section within this Service Agreement. If the LightEdge support team is consulted to perform a change that is the responsibility of the Customer, a change fee will be assessed.

Customer calls will be routed via an IP to PSTN gateway managed by LightEdge Solutions.

If Customer does not provide an individual POTS line per IP phone they will purchase an Auto Attendant at additional cost. All incoming calls to any off-gateway POTS lines will be directed to the Auto Attendant.

Local outbound calling for an off-gateway will be treated as long distance and billed at standard LightEdge long distance rates. At its discretion LightEdge may provide the ability to offload local calling via the analog POTS lines terminated into the PSTN-IP gateway device which resides at the Customer premise. Offloading local calling in such a fashion may result in product features not being available or no longer working properly for that particular location.

#### 2.2.5 Calling Service

LightEdge will provide access to calling plans as contracted by Customer.

**Local:** Service includes local calling area calls. NOTE: LightEdge is not authorized by the FCC to use this service as a toll bypass mechanism. This capability is included by default with Service and cannot be disabled.

**Domestic Outbound Long Distance:** Rate stated on the Purchase Agreement; billed in 6-second increments; no rounding on a per-call basis. This capability is included by default with Service but can be disabled at the written request of Customer.

**Domestic Toll-free Service:** Domestic toll-free or 800 service will be billed monthly at usage rates described in the Purchase Agreement. This capability is included by default with Service but can be disabled at the written request of Customer.

**International Long Distance:** International Long Distance is available based on current rate tables posted on <http://my.LightEdge.com>.

Enablement of this capability requires Customer contract with LightEdge.

**International Toll-free Service:** International Toll-free is available based on current rate tables posted on <http://my.LightEdge.com>.

Enablement of this capability requires Customer contract with LightEdge. Service has minimum requirements that a unique, local calling number be maintained in each country to which Service is provided. Service will be redirected to a domestic toll-free number that must also be maintained with LightEdge.

Availability of this capability may be limited.

**Directory Assistance:** Directory assistance is available calls based on current rate tables posted on <http://my.LightEdge.com>.

This capability is included by default with Service and cannot be disabled.

**Operator Assistance:** Operator assisted calls are available based on current rate tables posted on <http://my.LightEdge.com>.

This capability is included by default with Service and cannot be disabled.

#### 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 requires dedicated point-to-point network transport capable of supporting RFC4594-compliant QoS between Customer Service location and LightEdge. LightEdge reserves the right to limit availability of Service even if suitable network transport exists between LightEdge and Users.

Service can be provisioned and used over the Internet with limitations. Use of Service across any network transport other than that defined above shall absolve LightEdge of any liability should Service be adversely affected.

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

##### 2.5.1 911 Service

911 service is delivered to a Customer location in one of two methods (1) via a dedicated analog (POTS) line at the facility or (2) via VOIP 911 service. The choice of the method chosen per location depends on availability of VOIP 911 service. LightEdge retains the right to change the method of deployment.

Customer acknowledges that it is their responsibility to inform any party using or any party that might use the Service of the difference between traditional 911 and this service. LightEdge will not be responsible if 911 service is unavailable due to the LightEdge provided equipment being tampered with or losing power.

Customer bears full responsibility for testing 911 service after Service installation and periodically throughout the duration of Service and to notify LightEdge if any issues are noted with 911 service. Customer agrees to cooperatively test 911 service and share the results of such testing at the request of LightEdge. If LightEdge requests testing of 911 service and does not receive confirmation within one (1) business week that such testing has been performed then LightEdge reserves the right to dispatch a technician to perform testing of 911 services and Customer agrees to be liable for the cost of such testing. LightEdge reserves the right to disable Service if Customer does not cooperate with 911 testing. Service so disable shall not apply for SLA credit nor relieve Customer of contractual obligations of Service.

For locations containing less than 40,000 square feet of workspace that have their own street address LightEdge will register the street address for 911 service. For locations containing more than 40,000 square feet of workspace within a single building that have their own street address LightEdge will register the street address and a unique location identifier for each 40,000 square feet for 911 service. For locations containing less than 40,000 square feet of workspace within multiple buildings that share a street address LightEdge will register the street address and a unique location identifier for each building.

LightEdge shall register geographic location to a single DID. Subject to the limitations above all phones within that geographic location must present the DID that has been registered for 911 service as their caller ID. If Customer chooses to present unique CLID for phone(s) at location then Customer shall be responsible for procuring 911 service from LightEdge for each phone so configured at additional cost.

Customer acknowledges that physically moving a phone to a different location without first notifying LightEdge may result in 911 service reflecting an incorrect geographic location for that phone.

Customer agrees not to hold LightEdge liable for the result of incorrect 911 geographic location information including but not limited to lack of emergency response, incorrect location information causing first responders to be delayed, or any other issue with 911 emergency response.

Certain features may not be compatible with 911 service. LightEdge reserves the right to refuse provisioning or modification of features or service if such provisioning or modification adversely affects 911 service.

#### 2.5.1.1 911 via POTS line

LightEdge will configure equipment so that 911 calls will use an analog line (POTS) for 911 calls. 911 dialing should not be used outside the service addresses listed below. Availability of 911 is subject to availability of Customer's analog line. LightEdge will not be held responsible for delayed emergency response when the analog line is unavailable or when a phone has been removed from its original location.

#### 2.5.1.2 911 via VOIP

LightEdge will provide either basic 911 or E911 service for each DID based on the serving rate center specification for that DID as specified by the North American Numbering Plan Association (NANPA). With E911 service, when you dial 911, the telephone number and registered address is simultaneously sent to the local emergency center assigned to that location, and emergency operators have access to the information they need to send help and call back if necessary. Customers in locations where the emergency center is not equipped to receive the telephone number and address have basic 911. With basic 911, the local emergency operator answering the call will not have the call back number or location. LightEdge will not provide this service to areas where basic 911 or E911 services are not available. Additionally, LightEdge will not be held responsible for any inability for E911 service operators to properly locate Customer due to changes to the calling line ID phone number in the LightEdge Voice Management Portal.

LightEdge will deliver a 911 call to the emergency center based on the address of record for the calling DID as recorded in the LightEdge voice management portal. The call will be delivered as basic 911 or E911 based on whether the emergency center is able to receive the enhanced information from a Voice over IP system. As additional local emergency centers become capable of receiving enhanced information, LightEdge will automatically upgrade Customer with basic 911 to E911 service. LightEdge will not provide notice of the upgrade. LightEdge 911 and E911 services are not compatible with a Customer moving their phone to a location other than the service address of record where the phone was originally installed or changing their phone number.

For locations with E911 service, the failure of Geo-coding or address validation, will not allow LightEdge to process the error records in real time and LightEdge will use commercially reasonable efforts to resolve the records in error. There may be instances that will prevent a data integrity unit analyst from correcting errors, causing delays in provisioning the Customer's data into the 911 systems. The service is predicated on using primary wire-line Public Safety Answering Point (PSAP) boundaries for routing Emergency Calls to the appropriate PSAP. The primary wire-line boundary information is collected and is entered into a database for real time queries for PSAP boundary lookup. Customer acknowledges that primary wire-line PSAP boundary data may not be available for the entire United States and that LightEdge is dependent on the PSAPs to provide such information resulting in the use of wireless PSAP boundary data to route an Emergency Call.

For locations with basic 911, the service uses wireless PSAP boundaries when a primary wire-line PSAP boundary is not available. Therefore, the 24x7x365 PSAP telephone number for a Subscriber Emergency Call may correspond to a PSAP other than the PSAP that would normally receive wire-line Emergency Calls placed from the Customer location. Customer's physical service address and call back number will not be presented to the PSAP. In the event caller cannot speak, Customer acknowledges that no information will be provided to the PSAP to contact the Customer to obtain information that could allow them to dispatch emergency services to caller's location. Each PSAP's internal processes will dictate how the call should be handled.

Customer acknowledges that it is possible that the emergency call may not be able to be delivered to the PSAP due to network and systems issues outside of LightEdge's control. In such an event, LightEdge will deliver

Emergency Calls through the PSTN to its Emergency Call Relay Center (ECRC). ECRC personnel will manually query systems to deliver the Emergency Call to the geographically appropriate PSAP. Additional fees may apply should Customer want lines other than the main line to be routed to the ECRC. In the event caller cannot speak or identify their address, Customer acknowledges that LightEdge has no further ability to assist the caller and Customer agrees to indemnify and hold harmless LightEdge from all third party claims arising from such circumstances.

## 2.6 Moves, Adds and Changes

Customer has the ability to make changes to number of seats and features during the contract period. Reductions in services will be effective on the billing cycle following the effective date of the change. Reductions in services may result in early termination charges.

## 2.7 Limitations

Service has the following limitations or exceptions:

### 2.7.1 Fax service

#### 2.7.1.1 On-Gateway

Service defined as "On-Gateway" is compatible with most G3 V.17 (14400 baud) and V.29 (9600 baud) fax machines. Service may not work reliably with SuperG3 V.34 fax modems. LightEdge will make reasonable efforts to ensure service works reliably with Customer's existing fax machine. Customer agrees to set their fax machine to a slower speed, if LightEdge feels necessary. LightEdge is not responsible for any integrator costs necessary to make this change. If reliable faxing over service is deemed unfeasible by either LightEdge or by Customer, then the Customer will bear full cost of ordering and maintaining a POTS line dedicated to faxing via the local RBOC. LightEdge will not be financially liable for inability to provide reliable faxing over this product.

If LightEdge is unable to provide reliable fax service over this product, LightEdge agrees to release Customer from contract liability of the one seat being used to provide services to this fax machine. Customer will continue to be liable for remainder of contracted services in such a situation.

#### 2.7.1.2 National DID

Service defined as "National DID" is not compatible with fax machines of any design or variation.

#### 2.7.1.3 Off-Gateway

Service defined as "Off-Gateway" is not compatible with fax machines of any design or variation.

### 2.7.2 Modem service

#### 2.7.2.1 On-Gateway

For Service defined as "On-Gateway" LightEdge will make reasonable efforts to ensure service works reliably with Customer's modem. If reliable modem service is deemed unfeasible by either LightEdge or by Customer, then the Customer will bear full cost of ordering and maintaining a POTS line dedicated to the modem via the local RBOC. LightEdge is not responsible for any integrator costs necessary to make this change. LightEdge will not be financially liable for inability to provide reliable modem service over this product.

If LightEdge is unable to provide reliable modem service over this product LightEdge agrees to release Customer from contract liability of the one seat being used to provide services to this modem. Customer will continue to be liable for remainder of contracted services in such a situation.

Business critical systems such as but not limited to point-of-sale systems, security systems, medical monitoring systems, or chemical monitoring systems should not be used with this service.

#### 2.7.2.2 National DID

Service defined as "National DID" is not compatible with modems of any design or variation.

#### 2.7.2.3 Off-Gateway

Service defined as "Off-Gateway" is not compatible with modems of any design or variation.

### 3.0 Service Options

The following features may be included with Customer Service. Description of Service feature herein in no way entitles Customer to feature. Features described below may have additional cost associated with them and may be subject to availability restrictions.

#### 3.1 Attendant Console

The LightEdge Attendant Console allows a receptionist to view call activity and availability for the group of Users. The Attendant Console is easily configured by adding or deleting group members. All Users, regardless of location, can be monitored via the Console, and multiple Consoles can be deployed for monitoring purposes or different groups. The LightEdge Attendant Console is fully integrated requiring no additional equipment.

#### 3.2 Auto Attendant

The LightEdge Auto Attendant allows incoming calls to be directed to employees or departments without the use of a receptionist. Customized messages direct callers through a menu of options. Hours of operation can be established with distinct call handling rules for during-business hours and after-business hours. Callers can escape from the Auto Attendant to the receptionist by dialing "0." The LightEdge Auto Attendant is fully integrated requiring no additional equipment.

#### 3.3 Call Center

The LightEdge Call Center allows agents to log in/log out for taking calls from a central telephone number. Calls roll to agents via 1 of 5 available hunt policies (simultaneous, linear, circular, uniform, or weighted). An admin-controlled number of queue slots are available for holding incoming calls for an available agent. While in the queue callers can hear customized music on hold and comfort messages. Statistical reporting is provided for evaluating call center and agent efficiency. Multiple Call Centers can be used within an enterprise, and an agent can subscribe to more than one Call Center. Call Center agents can be distributed among multiple locations. The LightEdge Call Center system is fully integrated requiring no additional equipment.

Additional features such as real-time reporting, queue/agent management/monitoring client software and SIP phone queue login/logout are available via Enhanced Reporting, Express Agent, Enhanced Agent and Supervisor options.

#### 3.4 Config, Stage, and Ship

LightEdge offers Configuration, staging and shipping of Customer Equipment used to terminate Service.

Configuration only includes configuration of Equipment 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.

Shipping of equipment includes standard ground shipping. LightEdge reserves the right to bill Customer if any alternative shipping method is requested by Customer.

#### 3.5 Direct Inward Dial or DID

An individual Direct Inward Dial phone number which is provided by LightEdge or Customer that LightEdge ports for use with Service. Customer may own the DID and may port away from LightEdge at the end of Service.

#### 3.6 Directory Listing

LightEdge will procure a listing in local phone company directories. Directory Listings may not be available for all DIDs. Customer must purchase Directory Listings through LightEdge on ported numbers; failure to do so will result in customer directory listings being cancelled (via previous provider) in printed white pages, 411 directories and online directory listing services.

#### 3.7 Equipment Management

LightEdge offers management of Customer Equipment used to terminate Service. 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.

#### 3.8 Hunt Group

The LightEdge Hunt Group is a vehicle for distributing call to agents regardless of location. A Hunt Group is a feature similar to a Call Center in that it allows calls to roll to multiple agents through 5 hunt policies, but a Hunt Group does not allow queuing and statistical reporting.

#### 3.9 LightEdge Toolbar

The LightEdge Toolbar integrates with Microsoft Outlook and Microsoft Internet Explorer to offer access to most of the common User functions.

#### 3.10 Long Distance

Additional Long Distance Bundles may be purchased in 500, 1,000, 5,000 and 10,000 minute blocks. Additional minutes will be charged based on rates stated in the Statement of Fees. Calls are billed in 6-second increments, no rounding on a per call basis.

This service will terminate telephone calls received from the Customer telephone numbers in to the Public Switched Telephone Network (PSTN). Each call terminated will be measured in six (6) second increments for duration and charged on a usage basis at a rate specified in the contract. Calls are assigned a type from the following list:

- Intra-State LD
- Domestic 48 LD
- Alaska LD
- Puerto Rico LD
- U S Virgin Islands LD
- International LD

Each call type may be specified a different rate as specified in the contract. International LD call charged based on a per destination country (land-line and mobile) rate.

#### 3.11 Music on Hold

The LightEdge Music on Hold feature allows any .wav file to be played throughout the organization when a call is placed on hold. The file can be all music or any combination of music and script. Multiple files can be created and stored for uploading to the system. When a .wav file is uploaded it becomes immediately available to calls placed on hold. The LightEdge Music on Hold system is fully integrated requiring no additional equipment.

#### 3.12 Stand-alone Voice Mail

This is a voice-mailbox not associated with a seat. LightEdge will provide Customer with voice-mailboxes with up to 100 minutes of storage per box and the option to age and hold voice-mails for a certain number of days – up to 60 days. Voice-mail is configurable by Customer administrator and is set at the Customer level.

#### 3.13 SRST (Survivable Remote Site Telephony)

This is a survivability mechanism that allows phone service to be re-routed over a 3<sup>rd</sup> party PSTN interconnect in the event of a failure of the data circuit between Customer and LightEdge.

## 4.0 Service Delivery

### 4.1 General

It is Customer's responsibility to ensure that all devices at Customer Premise 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

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:

**Configuration and Shipment:** the remote configuration of Equipment necessary to terminate Service and shipment of Equipment to Customer

**Onsite installation:** the onsite installation of Equipment necessary to terminate Service, the connection and/or installation of one computer to the modem or router, and confirmation that the Customer's computer can successfully access the LightEdge network via the Service.

## 4.4 Cabling

Service to Customer in LightEdge facility will be delivered into Customer Equipment or Customer Cabinet. Customer will be responsible for extending wiring from Customer Cabinet to Customer Equipment. If required LightEdge offers extended wiring at additional cost.

Service to Customer Premise will be delivered into nearest telephone demarcation point of the Customer Premise. Customer will be responsible for extending wiring from demarcation point to the Equipment. If required LightEdge offers the following cabling options for Service at additional charge as described in the Customer's Service Agreement.

Available installation Services for Service at Customer Premise may include: (a) the installation of wiring, if necessary, between the demarcation point and one jack, (b) the installation of Equipment necessary to terminate Service, (c) the connection and/or installation of one computer to the router, and (d) confirmation that the Customer's computer can successfully access the Internet via the Service.

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

## 4.6 Service Termination

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

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

## 5.0 Equipment

### 5.1 Equipment Requirements

Customer is responsible for providing a voice session border controller (SBC) or voice firewall to terminate Service. Customer is responsible for providing VoIP phones for each end User of Service.

In some cases LightEdge will provide the required Equipment for Service termination. Equipment thus provided shall be treated under the same terms as Equipment “rented through LightEdge”.

LightEdge will define Equipment compatibility with Service and reserves the right to modify this list of compatible Equipment at any time. LightEdge shall be the sole party responsible for defining which Equipment is compatible with Service.

### 5.2 Equipment Procurement

Customer can procure the required Equipment through one of the following methods:

**Purchase through LightEdge:** Customer can purchase compatible Equipment directly from LightEdge. Customer shall be sole owner of Equipment and is responsible for all lifecycle responsibilities of Equipment. Additional terms are set forth in the Customer's Master Service Agreement.

**Lease through LightEdge:** Customer can lease compatible gear through LightEdge. Leasing terms and payments will be made through a 3<sup>rd</sup> party leasing entity. Customer must qualify for this option based on terms defined by leasing entity. Customer shall be sole owner of Equipment and is responsible for all lifecycle responsibilities of Equipment. Additional terms are set forth in the Customer's Master Service Agreement.

**Rent through LightEdge:** Customer can rent compatible gear directly from LightEdge. LightEdge will remain sole owner of equipment and will be responsible for all lifecycle responsibilities of Equipment. Additional terms are set forth in the Customer's Master Service Agreement.

**“Bring your own”:** Customer can provide compatible gear to LightEdge for use in terminating Service. LightEdge reserves the right to refuse use of such Equipment even if such Equipment meets compatibility requirements as defined by LightEdge. Customer shall remain sole owner of Equipment and will remain responsible for all lifecycle responsibilities of Equipment.

### 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

Unless Customer has contracted with LightEdge for Equipment warranty Customer is responsible for any failure of Equipment.

LightEdge reserves the right to classify previously supported Equipment as “end of sale” or “end of life” at any time.

Equipment classified by LightEdge as “end-of-sale” will no longer be sold to a Customer for Service even if Customer had previously purchased that specific Equipment for same Service. LightEdge will make every effort to continue to support Equipment classified as end-of-sale for as long as possible. LightEdge reserves the right to reclassify of end-of-sale Equipment as end-of-life at no less than six (6) months after such Equipment has been classified as end-of-sale Equipment.

Equipment classified as “end-of-life” will no longer be supported or sold by LightEdge. If Customer has Equipment that has been classified as end-of-life in Service LightEdge reserves the right to mandate Customer upgrade to supported Equipment at Customer's expense in order to provide Service to Customer. LightEdge does not relinquish this right even if Equipment was sold to Customer by LightEdge.

## 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 Codeword. Codeword 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 Codeword.

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 Codeword for any CPNI related requests. Requests to change a contact on the list or to change the Codeword 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 Codeword. E-mail and fax requests must be submitted without the Codeword. Customer contact will be called to verify Codeword. E-mail requests that include the Codeword will be denied and the client Administrative Contact will be notified and required to change the Codeword.
- E-mail and fax requests are verified with a phone call to the documented client contact. Phone call requests must be validated with an e-mail request from a documented client contact.

### 6.2 Helpdesk

Customers must contact LightEdge Support to report service trouble or an outage with LightEdge Technical Support. LightEdge Technical Support will be available seven (7) days per week; twenty-four (24) hours per day; three hundred sixty-five days (365) days per year. LightEdge Technical Support provides support for network monitoring, trouble ticket resolution, and fault isolation up to the termination point of LightEdge provided 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 and utilization. Utilization reporting may require Simple Network Management Protocol ("SNMP") access to Equipment from a LightEdge designated IP subnet. Availability monitoring and reporting requires Internet Control Message Protocol ("ICMP") access to Equipment from a LightEdge designated IP subnet. LightEdge will provide e-mail (to pager) notification of Service availability issues. LightEdge will provide 24 x 7 response to Customer or NOC initiated alarms for Service availability issues. Service usage reports will be made available at <http://my.LightEdge.com>.

### 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 connections to the IP address of the Customer router. An outage is defined as any fifteen (15) consecutive minutes where the connection is unavailable. If an outage is determined,

LightEdge will generate an e-mail notification to Customer. Customer is responsible for providing their own pager (s), a suitable e-mail-pager gateway, and up to two (2) corresponding e-mail addresses.

### 6.6 Maintenance

Customer is responsible for maintaining and updating Authorized Contact list with LightEdge. LightEdge will not be held responsible for maintenance notifications missed due to out-of-date Authorized Contact information.

#### 6.6.1 Scheduled Maintenance

Maintenance window for disruptive work to Service will be limited 12:00 A.M. to 4:00 A.M., Central Daylight Time (CDT), any day with requirement of one (1) calendar week notification to Customer prior to maintenance.

LightEdge will send an e-mail notification of such disruptive maintenance to Service to Authorized Contacts of Customer. Once notification is sent to Customer this will be considered a "Scheduled Maintenance". Any Service SLAs will NOT apply during a Scheduled Maintenance.

#### 6.6.2 Emergency Maintenance

LightEdge reserves the right to perform emergency Service maintenance as needed outside the Scheduled Maintenance window, in which case LightEdge will make a reasonable effort to notify the Customer if feasible under the circumstances. Any such maintenance will be considered an "Emergency Maintenance". All Service SLAs will apply during Emergency Maintenance.

### 6.7 Backup and Recovery

LightEdge will provide backups of the Service platform for Disaster Recovery purposes ONLY. LightEdge will make its best effort to recover data within a mean time of four (4) hours in a disaster scenario. A disaster may be declared by LightEdge when Service has been damaged or degraded to such an extent that LightEdge can no longer reasonably provide Service. Customer shall not be able to declare any outage a disaster. Sole responsibility for defining an event as a "disaster" will rest with LightEdge alone. Execution of Disaster Recovery for this Service is further defined in LightEdge's Customer Operations Recovery Plan.

In the event that the restoration will impact system stability and/or performance, LightEdge reserves the right to move the restoration to a Scheduled Maintenance window after business hours (after 6 PM CST).

LightEdge is not liable for the loss of any Customer data, nor does it guarantee the recoverability of Customer data that is deleted (accidentally or purposefully) by Customer end Users. Additional fees may apply for recovery of Customer specific data and LightEdge will work on these requests on a best effort basis.

### 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 (i) Equipment is installed and tested at the Customer's locations, and (ii) IP connectivity to LightEdge has been established.

### 7.2 Service Billing

This section intentionally left blank.

### 7.3 Additional Charges and Fees

#### 7.3.1 Field Technician Charge (FTC)

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

#### 7.3.2 Missed Appointment Fee

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

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

#### 7.3.3 Travel

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

- For Customer locations in the domestic US between 30 and 100 miles from nearest LightEdge office:

- Travel time at hourly rates (office-to-office) for any vehicular travel outside a 30 mile radius from nearest LightEdge office.

- For Customer locations in the domestic US greater than 100 miles from the nearest LightEdge office:
  - All provisions of travel to Customer locations within 100 mile radius of nearest LightEdge office;
  - Airplane, bus or train tickets at LightEdge cost;
  - Rental car, gas and parking at LightEdge cost;
  - Per diem allowance of \$40/day (food); and
  - Hotel/lodging at LightEdge cost.
- Other Customer locations require signed agreement between LightEdge and Customer.

#### 7.3.4 Minimum Retention Period – Moves

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

## 8.0 Customer Requirements

Customer will be required to maintain complex passwords for their User accounts where

applicable. For any such passwords LightEdge will provide a secure URL that any User can access to change passwords. All User passwords are set to a ninety (90) day password expiration schedule by default.

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

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

- All security for its Services and systems used or accessible in connection with Service;
- Cooperative testing of all Customer-provided hardware, software, and Services for compatibility with Service;
- Designating an Authorized Contact(s) to be the point of contact to interface with LightEdge Technical Support;
- All cabling necessary to support Service;
- .

- Earth grounding available within 20 feet of Equipment used to terminate Service;
- An Equipment room environmentally compliant with local laws and other environmental conditions as specified by LightEdge; reasonable access to the Equipment at times specified by LightEdge; adequate work space, heating/cooling, light, ventilation, and electrical outlets and for any Service which requires a telephone line, as detailed in the Service Guide. Customer shall also arrange provide timely access to any rights of way, which LightEdge deems necessary to provide, maintain or remove the facilities required for any of the Services on all applicable premises without charge or cost to LightEdge. Equipment shall not be removed, relocated, modified, interfered with, or attached to non-LightEdge Equipment by Customer without prior written authorization from LightEdge;
- Local POTS lines matching quantity and optioning defined by LightEdge for off-gateway sites; and
- Customer shall be responsible for performing any modifications in service as listed below

#### Individual User Administration (located in the Personal Web Portal)

<b>Profile Page</b>	Profile	Change First & Last Names
	Passwords	Change Web Access & Voice Portal Passwords
<b>Incoming Calls Page</b>	Call Forwarding - Always	Set up forwarding number(s)
	Call Forwarding - Busy	Set up forwarding number(s)
	Call Forwarding – No Answer	Set up forwarding number(s)
		Set number of rings before forwarding
	Do Not Disturb	Activate / Deactivate function
	Call Centers	Log in & out
<b>Outgoing Calls Page</b>		View who is logged in and out
	Speed Dial 8	Create speed dial lists
	Speed Dial 100	Create speed dial lists
	Personal Phone List	Create & edit entries
<b>Call Control Page</b>	Remote Office	Set alternative number
		Activate / Deactivate function
<b>Calling Plans Page</b>	Outgoing Calling Plan	Change User restrictions (allow / deny toll calls)
<b>Client Application Page</b>	Phone Status Monitoring	Activate / Deactivate function
		Add / delete Users from active monitoring list
	Outlook integration	Activate function
<b>Messaging Page</b>	Distribution Lists	Create & edit lists
	Voice Management	Set all preferences

#### Group User Administration (located in the Admin Web Portal)



<b>Profile Page</b>	Administrators	Add & delete admins
		Change admin names
		Change & set admin passwords
	Departments	Create new departments
		Add / Delete Users from existing departments
	Holiday Schedules	Create new holiday schedules
		Remove existing holiday schedules
	Time Schedules	Create & edit time schedules
<b>Resources Page</b>	Numbers	View existing numbers & assignments
	Services	View available services
		View what services are currently used
	Existing User Services	View User's service pack assignments
<b>Services Page</b>	Auto Attendant	Change options
		Re-record message
	Pick-up Groups	Create & edit groups
	Hunt Groups	Add / Remove Users
	Voice Portal	Change admin password
		View portal number
	Music on Hold	Create new .wav files
		Upload / change music on hold files
	Call Center	Add / Remove Users
		View / export statistics
<b>Utilities Page</b>	Common Phone List	Add / Remove Users
	Feature Access Codes	View / print established codes
	Group Directory	Add / Remove Users

## 9.0 Service Conditions

Customer acknowledges and understands that dedicated network connections, unless protected by an Internet security product or Service, may significantly decrease Customers overall network security level and performance. To the extent Customer deems necessary, Customer will implement security procedures and controls necessary to limit access to the Service.

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, provisioning of Service is contingent upon the availability of Service capable local loops to Customer's location being made available to LightEdge. If no such Service-capable local loop is available to LightEdge, then Service will not be provisioned and if delivery of the local loop is delayed, then provisioning of Customer's Service will be delayed as well.

Customer understands that even after the Service circuit is provisioned and operational, certain conditions may impact the quality and use of the line. Environmental issues such as quality of the telephone line, interference from other Service connections, high frequency sources close to the telephone line, etc. may deteriorate the quality or speed of the Service circuit resulting in reduced throughput. LightEdge will undertake reasonable effort to restore the original quality or speed, but restoration is not guaranteed and the Service may be deemed technically not feasible. If the Service circuit is deemed technically not feasible, the Customer will be asked to disconnect the circuit at no cost or without penalty. If the Customer chooses to continue to use the circuit, after it is deemed technically not feasible, Customer understands that the line will not be supported by LightEdge from a maintenance perspective.

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, including the cost of a 3<sup>rd</sup> party vendor if Customer does not have internal resources available.

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>

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](mailto:qa@lightedge.com).

If number portability is required, Customer agrees to provide LightEdge with a Letter of Authorization (LOA) for both a Remote Always Call Forward (RACF) order and a DID move. LightEdge will place orders for RACF and DID move on behalf of Customer. Failure to provide LOA will result in delay in installation.

If it is determined in the course of the installation that Customers network is not up to the appropriate specifications for LightEdge to provide this service Customer agrees to make any network changes necessary to bring their network into compliance. If LightEdge performs these changes, services will be billable.

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

If the Hosted PBX service is used in a country other than the United States, Customer does so at their own risk, including risk that such activity violates local laws in the country where service is used. Customer is liable for any and all such use of the Service and agrees to indemnify and hold harmless LightEdge against any and all liability for any such use. If the Hosted PBX service is delivered to an off-gateway location Customer acknowledges that they will be solely responsible for the POTS lines handling local phone service. Some HPBX features or functionality may not be available with an off-gateway deployment.

Customer is responsible for payment of any charges incurred due to fraud, abuse, or misuse of the Services, whether known or unknown, to Customer. It is the Customer's obligation to take all measures to ensure against such occurrences. Customer is responsible to protect all confidential information and remain diligent in enforcing security

measures. LightEdge will make every effort to detect fraudulent calls and contact Customer immediately. LightEdge will in no way be held liable for charges, penalty, or damages caused by telecommunications usage of the Customer's Service.

## 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

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

- Failure to provide suitable secure environment for on premise devices including but not limited to: secure mounting/racking, appropriate cooling and air handling, secure from theft, loose wires bundled neatly, etc.
- Use of Service across any circuit or path not capable of carrying and adhering to industry standard QoS "quality of service" mechanisms. This could include but is not limited to Internet (whether delivered and/or managed by LightEdge or not), public peering arrangements, and 3<sup>rd</sup> party cross connects.

## 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
99.999% availability	Each hour service is unavailable above SLA goal qualifies the Customer for a credit of 5% of MRC up to a maximum of 50% of MRR for affected service.

### 10.4.2 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
2 hours	Failure to meet the goal does not qualify the Customer for any Service credit.

## 10.5 Performance SLAs and Goals

Performance SLAs apply if Service is available in a degraded state. After Customer opens a ticket on Service issue LightEdge Technical Support will classify the issue. If LightEdge Technical Support determines that Customer service is available albeit with performance degradation the issue will be categorized as a "Service Performance" issue and all SLA remedies applicable to Service Performance will apply. Any SLA remedies not specifically defined as "Service Performance" SLAs will not apply to same Service issue.

Service Performance SLA credits will not be given if Service Availability SLA credits are requested against same Customer issue.

### 10.5.1 Voice Quality SLA

Voice Quality is a subjective measurement that may not be easily measureable by tools. If voice quality is degraded to a state where Users are unable to effectively leverage Service that would qualify for a Voice Quality SLA event.

For purpose of the Voice Quality 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 Voice Quality SLA.

Circuit issues outside of the core voice platform that result in Voice Quality issues do not count towards the Voice Quality SLA. Instead refer to the appropriate Customer circuit SLA for performance SLAs.

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

## 10.6 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.