This **Service Level Agreement** ("SLA") sets forth the specific terms and conditions under which LightEdge Solutions, Inc. ("LightEdge") shall supply all Services to Customer. The Master Service Agreement entered into between LightEdge and Customer fully incorporates the terms herein and provides that this Service Level Agreement, and Customer's execution of the Master Service Agreement ("MSA") 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.

Definitions

Authorized Contact: "Authorized Contact" is a representative authorized by Customer to request Service Changes using procedure outlined within the MSA.

Customer: "Customer" is party LightEdge is entering into Service agreement with.

Maintenance Window: timeframe within which Service Changes are performed.

Major Incidents: "Major Incidents" are a type of Service Incident where event, outage, degradation, or other Service issue is affecting multiple Customers.

Service: "Service" refers to the service being provided to Customer.

Service Change: "Service Change" is any configuration or maintenance change made to Service or Service Platform, whether Customer initiated or LightEdge initiated.

Service Incident: "Service Incident" is an unplanned service interruption, a reduction in service quality, or failure of a configuration item that has not yet impacted a service. Although LightEdge may detect and proactively open a ticket, Service Incidents are typically reported to LightEdge by the Customer.

Service Portal: "Service Portal" refers to the web-based, Customer accessible portal by which Services can be managed and tickets against Service Incidents and Service Requests can be opened. Service Portal can be accessed at https://my.lightedge.com.

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

Service Problem: "Service Problem" is an event, or the potential for an event, which could cause an unplanned service interruption affecting many Customers.

Service Request: "Service Requests" are general inquires related to fulfilling standard changes, responding to requests for information, and fulfilling requests for access to Services. Service Requests are initiated by the Customer opening a ticket with LightEdge Operations via phone, email, or the Service Portal.

Claims & Exclusions

SLA Credit Request Process

Service Level Agreements (or SLAs) define availability, performance and other requirements of LightEdge in providing the Service(s). Remedies for LightEdge not meeting the requirements of these SLAs are defined below.

Customer must request any financial remedy within 30 days of the event giving rise to the request by contacting LightEdge Accounting and requesting an "SLA Credit". A Trouble Ticket, opened with LightEdge Operations, must accompany Customer's request for SLA Credit. SLA Credits will appear on Customer's bill within two (2) billing cycles.

SLA Credit Calculations

In any calendar year, Customer's aggregated SLA Credits may not exceed, for any Service, four (4) months' worth of the monthly Service fees for the affected Service. In any billing month SLA Credits may not exceed, for any Service, fifty (50) percent of the monthly Service fees for the affected Service.

SLA Credits are specific to the Service affected. Where Service is comprised of many different components, SLA Credits will be reasonably applied to the affected component monthly charges. For example, if Customer is contracted for ten (10) Bare Metal blades and one (1) blade is affected by a Service outage, the SLA Credit will be calculated relative to the monthly contract value for that affected one (1) Service component, not the nine (9) unaffected Service components.

SLA Credits are exclusive of any applicable taxes, fees, or one-time charges.

SLA Exclusions

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

- failure of Customer to comply with other LightEdge agreement terms including the LightEdge MSA and AUP.
- failure of Customer to cooperate with LightEdge during testing, installation, maintenance or troubleshooting activities.
- Service interruptions, deficiencies, degradations caused by 3rd party service providers (outside of LightEdge control).
- Force Majeure as defined in the LightEdge MSA.
- outages or impact caused by Customer, including applications, equipment, facilities or users of Service.
- failure to adhere to LightEdge recommended configurations as documented in Service Guides.
- for any Services where Service Platform infrastructure must be deployed outside of a LightEdge data center, when Customer fails to provide suitable secure environment for infrastructure including but not limited to: secure mounting/racking, appropriate cooling and air handling and secure from theft.

In addition, SLAs do not apply:

- for 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.

Service Level Types

Availability SLAs

"Availability SLAs" refer to the total amount of time during a contract month that Service is available for use by Customer.

"Downtime" is the total accrued minutes that Service is unavailable for use by Customer due to a complete Service outage. Downtime does not include Service performance degradation that might make Service unavailable to Customer, such as but not limited to network congestion or CPU contention. Downtime is measured by LightEdge monitoring systems in real-time.

Availability SLA percentages are calculated as:

((Total Minutes in Contract Month – Total Downtime Minutes in Contract Month) / Total Minutes in Contract Month) x 100.

Performance SLAs

"Performance SLAs" refer to the amount of time Service is degraded due to a Service Incident or Problem.

"Impact" is the duration of minutes that Service is adversely impacted due to a Service degradation. Impact begins when Service degradation is reported to LightEdge by the Customer and ends when Service Incident or Service Problem is resolved.

Performance SLA percentages are calculated as:

((Total Minutes in Contract Month – Total Impacted Minutes in Contract Month) / Total Minutes in Contract Month) x 100.

Replacement SLAs

"Replacement SLAs" refer to the amount of time taken to replace Service infrastructure due to a hardware failure.

"Downtime" is the duration of minutes that infrastructure is reported unavailable for use by Customer due to a complete infrastructure outage. Downtime does not include Service performance degradation that might make Service unavailable to Customer, such as but not limited to network congestion or CPU contention. Downtime begins when Service Incident ticket is opened and ends when Service Incident ticket is closed.

Response SLAs

"Response SLAs" refer to the amount of time taken to respond to Service Requests or Service Incidents.

Response SLAs are measured by the duration of time elapsing between when Service Incident or Service Request is first received (e.g. the timestamp of the Customer ticket request via the Service Portal) and when the ticket has been assigned to a LightEdge Operations Center resource for handling.

Data Recoverability SLAs

"Data Recoverability SLAs" refer to the integrity of the data being stored or protected by Service.

LightEdge guarantees that data backed up by Service shall be recoverable without data corruption. File shall be considered corrupt if restored file does not match original file.

Data Recovery SLA shall not apply:

- to data that has been corrupted prior to backup by Service.
- to open files that cannot be successfully backed up.
- to data that was backed up as part of a failed backup job or transient data structures such as but not limited to Windows registry files, swap files or Unix device files.
- to any data offloaded to external media at the request of customer and then taken offsite, such as but not limited to tape or external disk drive.

Partner SLAs

"Partner SLAs" refer to the Service Level Agreements directly provided by a partner or supplier. LightEdge will assist in the management of Partner SLAs.

Operations Center & Support

LightEdge Operations Center is staffed 24x7x365 and is responsible for the management and support of all LightEdge Services and associated Service Level Agreements. Communication with the LightEdge Operations Center will be in the English language.

Contact Information

LightEdge Operations Center (24x7x365)	Phone	515-471-1000
	Ticketing	Opened via https://my.lightedge.com support portal

Planned Maintenance

Routine maintenance of Services may be required and will be referred to as "Planned Maintenance". Planned Maintenance that is expected to impact Service Delivery will be limited to Maintenance Windows as defined under Service Level Agreements.

Service SLAs WILL apply during Planned Maintenance.

Emergency Maintenance

Major Incidents may require immediate maintenance. Any such maintenance will be considered "Emergency Maintenance". Emergency Maintenance may occur outside Scheduled Maintenance windows. LightEdge will make a reasonable effort to notify the Customer if feasible under the circumstances prior to Emergency Maintenance. Service SLAs WILL apply during Emergency Maintenance.

Service Level Agreements

Helpdesk

Incident Severity	Incident Response Times	Incident Update Times	Remedy
Critical	< 15 minutes	Every hour	1 hour Service credit for each missed event
High	< 30 minutes	Every 2 hours	0.5 hour Service credit for each missed event
Moderate	< 2 hours	Every 8 hours	0.25 hour Service credit for each missed event
Low	< 24 hours	Best effort updates	0.1 hour Service credit for each missed event
Planning	Best effort response	Best effort updates	None

LIGHTEDGE
"Plug In" to Enterprise IT

Services

Services		SLA Type	Service Level	Measured By	Remedy	Maintenance Window
DATA CENTER	Private Suite Cage Rack Shared Colocation	Availability SLA	Redundant Power: 100%	Availability of contracted power to EITHER A or B power feeds as delivered to Customer.	20% for unavailability up to 30 minutes 10% for each additional 30 minutes of unavailability	Only 12AM - 4AM Central Time 3 week notification
			64-81 degrees F cooling: 100%	Average supply air temperature of all air recirculation units within the data center. Maintained and measured using ASHRAE recommended standards.	5% for each 30 minutes of unavailability	Only 12AM - 4AM Central Time 3 week notification
			42-60% relative humidity: 100%	Average of all humidity probes within the data center. Service level is total duration of time in month that humidity is outside of tolerance, measured across all events during the month. Maintained and measured using ASHRAE recommended standards.	5% for each 6 hours of unavailability	Only 12AM - 4AM Central Time 3 week notification
	Workstation Recovery	Availability SLA	Dedicated Seats: 100%	Availability of workstation recovery services to Customer.	5% for each 6 hours of unavailability	Anytime outside of occupancy
			Shared Seats: First come, first serve		None	
		Response SLA	< 2 hours	Time elapsed between declaration of event and availability of Workplace seats.	> 2 hours = 10% credit > 4 hours = 25% credit > 12 hours = 50% credit	
NETWORK	Inter Data Center Bandwidth & Connectivity	Availability SLA	100%	Total duration of Service Downtime as detected by LightEdge monitoring systems.	5% for each 30 minutes of unavailability beyond SLA	Only 12AM - 4AM Central Time 1 week notification
		Performance SLA (Packet Delivery)	100%	ICMP probe between any two points in LightEdge backbone network.	5% for each 30 minutes of unavailability beyond SLA	
		Performance SLA (Packet Latency)	< 20 msec	ICMP probe round trip latency times between any two points in LightEdge backbone network.	> 20 msec = 5% credit > 40 msec = 10% credit > 100 msec = 25% credit	
	Internet	Availability SLA	99.99%	Ability to route packets from the Customer to LightEdge's upstream transit provider. Measurement is to nearest point of transit provider peering and does not cover availability of entire Internet.	5% for each 30 minutes of unavailability beyond SLA	Only 12AM - 4AM Central Time 1 week notification
	Data Center Services	Availability SLA	100%	Availability of either primary or secondary path data center switching to Customer. SLA is not applicable for single path	5% for each 30 minutes of unavailability beyond SLA	Only 12AM - 4AM Central Time 1 week notification
	Cloud Ports	Availability SLA	100%	Availability of either primary or secondary path data center switching to Customer. SLA is not applicable for single path	5% for each 30 minutes of unavailability beyond SLA	Only 12AM - 4AM Central Time 1 week notification
CLOUD	Enterprise Cloud Power Cloud Workplace Cloud	Availability SLA	99.99%	Total duration of Service Downtime as detected by LightEdge monitoring systems.	5% for each 30 minutes of unavailability beyond SLA	Only 12AM - 4AM Central Time 1 week notification
IAAS	Bare Metal Flex Cloud	Availability SLA	For storage & network components 99.99%	Total duration of Service Downtime as detected by LightEdge monitoring systems.	5% for each 30 minutes of unavailability beyond SLA	Only 12AM - 4AM Central Time 1 week notification
		Replacement SLA	For compute components: 4 hours	Total duration of Service Downtime as reported by Customer initiated ticket.	> 4 hours = 10% credit > 12 hours = 25% credit > 24 hours = 50% credit	

Services continued

	Services	SLA Type	Service Level	Measured By	Remedy	Maintenance Window
MANAGEMENT	**Cloud Management**	Response SLA	As Per Helpdesk SLA	Total duration of response to Service Requests or Service Incidents.	2x Helpdesk remedies	Not applicable
	Cloud Monitoring	Response SLA	< 5 minutes	Time elapsed between outage and notification of outage being sent by monitoring Service.	5-15 minutes = 5% credit 15-60 minutes = 10% credit > 60 minutes = 25% credit	Only 12AM - 4AM Central Time
RESILIENCE	**Managed Backup & Recovery** **Managed Disaster Recovery** **Enterprise Data Protection** **Power Data Protection** **Cloud Data Protection by Veeam**	Availability SLA	99.99%	Total duration of Service Downtime as detected by LightEdge monitoring systems.	5% for each 30 minutes of unavailability beyond SLA	Only 12AM - 4AM Central Time
		Data Recoverability SLA	100%	Customer initiated request to compare restoration data with original.	< 100% = 100% credit	
SECURITY	**Managed Security**	Availability SLA	When redundant Service is deployed at LightEdge data center: 99.99%	Total duration of Service Downtime as detected by LightEdge monitoring systems.	5% for each 30 minutes of unavailability beyond SLA	Only 12AM - 4AM Central Time 1 week notification
		Replacement SLA	Any other Service deployment: Next business day	Total duration of Service Downtime as reported by Customer initiated ticket.	> 1 day = 10% credit > 2 days = 25% credit > 3 days = 50% credit	
	Virtual SOC by IBM	Availability SLA	99.99%	Total duration of Service Downtime as detected by LightEdge monitoring systems.	5% for each 30 minutes of unavailability beyond SLA	Only 12AM - 4AM Central Time 1 week notification
	Virtual SOC by QRadar	Partner SLA		*Refer to CarbonHelix SOW*		Not applicable
HOSTED SERVICES	**DNS**	Availability SLA	100%	Total duration of Service Downtime as detected by LightEdge monitoring systems.	5% for each 30 minutes of unavailability beyond SLA	Only 12AM - 4AM Central Time 1 week notification
	Enterprise Load Balancing	Availability SLA	99.99%	Total duration of Service Downtime as detected by LightEdge monitoring systems.	5% for each 30 minutes of unavailability beyond SLA	Only 12AM - 4AM Central Time 1 week notification
	Hosted Exchange **Mail Services**	Availability SLA	99.9%	Total duration of Service Downtime as detected by LightEdge monitoring systems.	5% for each 1 hour of unavailability beyond SLA	Only 12AM - 4AM Central Time 1 week notification