

General Terms and Conditions

LightEdge offers certain communication, data, hosting, and other business services. LightEdge and Customer desire to enter into this Master Agreement to set forth certain terms and conditions related to the delivery of one or more of the foregoing services by LightEdge.

1. Definitions.

“**Administrative Contact**” is an Authorized Contact responsible for maintaining individual Technical Contacts and the Company’s Code Word. Administrative Contacts can open tickets, request information about Service, request changes to Service, and modify any Administrative Contacts.

“**Authorized Contact**” is a representative authorized by Customer to request Service changes using procedure outlined herein. “**Code Word**” shall be a word established for each Customer which will be the same for all purposes under this Agreement, and which shall be the responsibility of the Customer Administrative Contact to maintain and share with all other Authorized Contacts.

“**Purchase Agreement(s)**” shall mean the agreement(s) entered into, from time to time, between LightEdge and Customer which detail, among other things, the Services to be provided by LightEdge and the amounts paid by Customer for those Services.

“**Policies**” shall mean those policies set forth at <http://www.lightedge.com/legal> including but not limited to the Acceptable Use Policy, Privacy Policy, and Personal Data Projection Policy. These Policies define the terms of use of the Services and any third-party software used in providing the Services as well policies governing the protection of Customer’s data and information accessed by the Services or otherwise collected and/or stored by LightEdge.

“**Service or Service(s)**” shall mean each service delivered to Customer as defined within the Purchase Agreement(s).

“**Service Level Agreement**” shall mean the agreement which sets forth the terms and conditions which govern the provision and maintenance of the Services and provides details on remedies available when LightEdge does not meet specific service level commitments defined within the Service Level Agreement. This agreement can be found at <http://www.lightedge.com/legal>.

“**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**” refers to all physical equipment used or required to deliver Service.

“**Software Use Agreement**” shall mean the agreement entered into between LightEdge and Customer which details the specific terms and conditions under which LightEdge directly or indirectly provides third-party software licenses to customer as either a specific Service or as part of a Service provided to the Customer. The Software Use Agreement can be found at <http://www.lightedge.com/legal>.

“**Technical Contact**” is an Authorized Contact responsible for the technical management of the Service. Technical Contacts can open tickets and request information about Services but may not modify Administrative Contacts.

“**We**”, “**us**”, and “**you**”. In this Agreement, use of the words “we” and “us” shall refer to **LightEdge**, and use of the word “you” shall refer to **Customer**.

2. Scope. By signing this Master Agreement and any Purchase Agreement, the Customer agrees to be bound by the Policies and Service Level Agreement set forth at <http://www.lightedge.com/legal> as may be amended from time to time by LightEdge in its sole discretion. In addition, LightEdge reserves the right to add additional Policies as warranted by any future industry certification and/or compliance audit for which LightEdge undergoes including but not limited to ITIL, ISO 27001 and SSAE 18 or their future industry-recognized successors. Further, for any Services that have a software license component, Customer agrees to be bound by the Software Use Agreement set forth at <http://www.lightedge.com/legal>.

3. Term. This Master Agreement shall become effective on the date that Customer signs below and shall remain in effect until the last of any term of Service remains in effect as set forth in the individual Purchase Agreements entered into between LightEdge and Customer. The initial term for each of the Purchase Agreements shall be as set forth in the applicable Purchase Agreement (the “Initial Term”).

3.1 Automatic Renewal. The Purchase Agreement shall automatically renew for successive terms of one (1) year at the original contracted rate (the “Renewal Term(s)”) (collectively, with the Initial Term, the “Term”), unless either LightEdge or Customer provides written notice of its intent not to renew at least sixty (60) days prior to the end of the Initial Term or any Renewal Term. If, for any reason, the Term under the Purchase Agreement shifts to a month-to-month basis, then the fees for the applicable Services shall be billed on a monthly basis at the then-current monthly rates. Notwithstanding the foregoing, LightEdge and Customer shall have the right to terminate this Master Agreement and any of the Purchase Agreements, as provided herein and in the applicable Purchase Agreements; provided that, in the event of a partial cancellation or termination, the terms and conditions of this Master Agreement and any applicable Purchase Agreement, and all applicable policies, terms and provisions, shall continue to govern the remainder of the parties’ relationship.

4. Provisioning of Services. LightEdge shall contact the Customer to schedule installation and confirm a start date for the Services. Unless specified in the Purchase Agreement, LightEdge will schedule installation/service start based on available resources and standard installation times for the applicable Services. If Customer requests to either delay or otherwise replace its confirmed start date or cancels an installation appointment without prior notice, which results in LightEdge having to reschedule an installation, additional charges may apply. Once a Service is on line, LightEdge will issue a notice to Customer (the "Start of Service Notice" or "SOSN") which shall set forth the date upon which the Initial Term commenced. Prior to the SOSN, LightEdge shall test the Service to verify that it meets the service level commitments as defined in the Purchase Agreement. The SOSN shall not be more than 48 hours from the time that LightEdge has completed testing and the Service is available for use. The date of the SOSN shall be deemed to be the date upon which that Service commenced (the "Actual Start Date").

Customer will be billed for the applicable Services beginning on the Actual Start Date, regardless of when Customer actually begins using the Service. If Customer fails to give written notice that the Service is in material non-compliance with the applicable service level commitments contained in the Service Level Agreement within two (2) business days after LightEdge issues the SOSN, Customer shall be deemed to have accepted such Service. Unless otherwise stated this Master Agreement or applicable Purchase Agreement, this shall be the extent of the testing performed by LightEdge. Customer has sole responsibility for installation, testing and operations of its facilities, services and equipment. Customer is also responsible for ensuring that the Services are compatible with its existing systems and devices. LightEdge shall only be responsible for the installation of the Services. Notwithstanding anything herein which may indicate or require otherwise, including, without limitation, any requirements that LightEdge provide certain notices to Customer, Customer's use of any Service is an absolute acknowledgement by Customer that Customer has received delivery of such Service.

4.1 Upgrade and Modification of Services. LightEdge may upgrade or modify Services at any time, as long as such changes do not: (i) decrease the functionality of the Service; (ii) decrease security of the Service Platform or the Service Portal; (iii) alter the commercial terms of the Service, including, but not limited to fees, taxes, and usage billing and related matters. LightEdge will make reasonable effort to coordinate any such Service change with the Customer prior to such Service upgrade or modification.

4.2 Communications. LightEdge strives to provide reliable and secure Services by requiring technical support and information requests to come only from documented Authorized Contacts. Customer's request to add, move, or change a Service or request to obtain information on the account, must be made by an Authorized Contact. Administrative Contacts are responsible for maintaining contact name, phone number(s) and email address(es) for each Authorized Contact. Only Authorized Contacts can request information about a Service or request changes to the Services. LightEdge Support must first verify the identity of Authorized Contacts, either through the Authorized Contact successfully logging into the Service Portal or by verbal receipt of the Code Word from the Authorized Contact. The Code Word is not required or verified to open trouble tickets related to Service incidents, however, any subsequent information, updates, or authorization of intrusive testing related to the trouble ticket will require the Code Word. Requests to replace or change the Customer Administrative Contact shall be submitted to LightEdge on Customer company letterhead.

4.3 Customer's Third Party Technical Support. LightEdge shall not be responsible for any charges incurred by Customer for Customer's engagement of a third-party to perform technical support, whether related or unrelated to the Service (except where specifically noted in the applicable Purchase Agreement).

4.4 Passwords and Certain Security Matters. Customer may be required to maintain a secure password for use of a Service. Password requirements shall be established by LightEdge. Customer is solely responsible for maintaining the security and integrity of his, her or its password. Customer shall not use any process, program or tool via LightEdge's system for guessing the passwords or circumventing any security measures of LightEdge customers or other systems.

5. Billing and Fees. In consideration of the Services provided under the Purchase Agreements, Customer shall pay LightEdge the amounts itemized on the applicable Purchase Agreements plus any applicable excise, sales, use, or other taxes and regulatory fees at the rate in effect at the time the Service is provided. Customer shall also pay LightEdge for any supplemental charges applicable to the Service, such as charges for incremental usage, design changes, Service relocation, maintenance, and expedites requested by Customer. It is understood that changes to these rates and supplemental charges may be made from time to time, under the terms of the applicable Purchase Agreement. For any adjustments resulting in material additional or material increased charges or a material reduction in service for any Service, Customer shall have the right to cancel the affected Services, without penalty, by sending notification to terminations@lightedge.com from an Authorized Contact within 30 days of notification of adjustment; provided that no such right to cancel shall apply if LightEdge mitigates the change to be non-material to those categories of items set forth herein. Once email notification has been received, LightEdge will then acknowledge Customer's request with a return receipt of the notification. At that time, LightEdge will, at its option, continue the Service under the prior contracted monthly fee or prior level of service, which would result in no termination of the Service, or cancel the Service. Failure to provide written notification of cancellation within this time period shall be deemed acceptance of the changed terms.

5.1 Payments. Customer shall pay amounts due under the Purchase Agreements within thirty (30) days of the date of the invoice issued for the Services thereunder ("Due Date") or as may be otherwise set forth in the Purchase Agreements. The parties acknowledge that LightEdge shall not be extending credit to Customer.

5.2 Late Fees and Collections Costs. In the event Customer fails to make full payment by the applicable Due Date, Customer shall pay a late fee in the amount of the lesser of one and one-half percent (1 1/2%) of the unpaid balance per month or the maximum lawful rate under applicable state law that shall accrue from the Due Date. Customer shall pay any amounts incurred by LightEdge in the collection of past-due amounts owed, including, but not limited to, reasonable attorneys' fees and other third-party collection costs.

5.3 Failure to Pay. In the event Customer fails to make full payment of undisputed charges by the Due Date, LightEdge may suspend any or all of the Services related to such undisputed charges upon fifteen (15) day's notice to the Customer. Such suspension may be rescinded by LightEdge upon payment in full of the undisputed charges. All returned checks are subject to a \$35.00 processing fee, or the maximum allowed by law. Notwithstanding statements to the contrary herein, Customer has the right to withhold payment of fees related to the Services being provided by LightEdge hereunder that Customer disputes in good faith; provided that, should this occur, Customer agrees to provide written notice to LightEdge at disputes@lightedge.com within thirty (30) days of Customer's receipt of the invoice. Customer shall not have the right to dispute any invoice after the expiration of this thirty (30) day time period. During the period of time that there is a reasonable dispute pending and Customer is withholding monies on account of such reasonable dispute, LightEdge shall not invoke any additional charges on account of the unpaid disputed amount, take any action against Customer on account of such good faith dispute, or withhold the Services otherwise due to Customer hereunder, as a result of said withholding. Customer will not withhold payments that are not subject to good faith dispute and the provisions and penalties of this paragraph shall apply to any payments which are not in dispute.

5.4 Certain Pricing Matters. In addition to the pricing terms and conditions set forth in this Master Agreement and in the applicable Purchase Agreement, Customer agrees that cage floor space charges will be subject to a three (3%) percent annual price escalation on the anniversary date of the Actual Start Date for such Services. Price escalations related to software are described in section 2.4 of the Software Use Agreement.

6. Representations, Warranties, and Acknowledgements.

Representations and Warranties of LightEdge. LightEdge hereby represents, warrants, and covenants that:

- (i) It has the requisite power and authority to execute, deliver and perform its obligations under this Master Agreement and the applicable Purchase Agreements.
- (ii) Its provision of the Service does not and will not violate, infringe, or misappropriate the intellectual property rights of any third party.
- (iii) It will adhere to the terms and conditions of this Master Agreement and the applicable Purchase Agreements.

Representations and Warranties of Customer. Customer hereby represents, warrants, and covenants that:

- (i) It has the requisite power and authority to execute, deliver and perform its obligations under this Master Agreement and the applicable Purchase Agreements, and the signatory has the authority to execute and deliver this Master Agreement and the applicable Purchase Agreements.
- (ii) It will abide by this Master Agreement, the Purchase Agreements, and the Policies.
- (iii) It will not intentionally introduce to any LightEdge system, any code, device, criteria, mechanism or function which may be used to restrict, damage, disable, destroy or otherwise shut down or alter any portion of the LightEdge system.
- (iv) It will not intentionally introduce into any LightEdge system, any malicious code, commands, instructions, programs or other internal components (e.g., a computer "virus," computer "worm," computer "time bomb," "Trojan horse," "back door," or malware).
- (v) It will take reasonable steps to protect the LightEdge system, and assist with troubleshooting.
- (vi) It will be responsible for all authorized or unauthorized use of the Services, whether by an employee of Customer, third-party, which was granted access by Customer, or third party, which gained access to the Services through failure of Customer to use reasonable security precautions to protect password and administrative access.
- (vii) It will maintain compatibility of Customer hardware, software and third-party services with the Services.
- (viii) It will support all end users of the Services, including employees, contractors, and third parties.
- (ix) It will use reasonable security precautions in use of the Services, including encryption of sensitive data, such as Personally Identifiable Information ("PII").
- (x) It will communicate any Service complaints, including feedback, suggestions for improvements, concerns regarding level of support, products, Service reliability, or any other concerns related to LightEdge or the Services being provided by LightEdge via email to qa@lightedge.com.

DISCLAIMER OF WARRANTIES

CUSTOMER ACKNOWLEDGES THAT THE INFORMATION AVAILABLE VIA LIGHTEDGE'S SYSTEM AND/OR THROUGH THE INTERCONNECTING NETWORKS MAY NOT BE ACCURATE AND THAT LIGHTEDGE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, REGARDING THE QUALITY, ACCURACY, OR VALIDITY OF THE DATA AND/OR INFORMATION AVAILABLE FROM OR THROUGH SUCH NETWORKS. USE OF INFORMATION OBTAINED FROM OR THROUGH LIGHTEDGE'S SYSTEM IS AT THE CUSTOMER'S RISK. THE SERVICES OFFERED BY LIGHTEDGE ARE PROVIDED "AS IS," EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED. LIGHTEDGE, ITS AFFILIATES AND LICENSORS (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICES OFFERED OR THE THIRD-PARTY CONTENT, AND (B) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE SERVICES OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND (IV) THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED. USE OF SERVICES AND EQUIPMENT PROVIDED BY LIGHTEDGE IS NOT SUITABLE FOR LIFE OR DEATH, NUCLEAR, AND MILITARY SYSTEMS.

7. Indemnification. Customer shall indemnify, defend and hold harmless LightEdge from and against any and all loss, claim, liability, damage, cost or expense (including, without limitation, court costs and reasonable attorneys' fees) arising in connection with the receipt and use of the Service or in any way related to Customer's performance under this Master Agreement and/or the Purchase Agreements, including, but in no way limited to, a breach by Customer of its representations and warranties, except those losses, claims, liabilities, damages, costs or expenses arising out of the willful misconduct of LightEdge, its employees, agents or other representatives.

LightEdge shall indemnify, defend and hold harmless Customer from and against any and all loss, claim, liability, damage, cost or expense (including, without limitation, court costs and attorneys' fees) arising in connection with the provision of the Service or performance under this Master Agreement and/or the Purchase Agreements, including, but in no way limited to, a breach by LightEdge of its representations and warranties, except those losses, claims, liabilities, damages, costs or expenses arising out of the willful misconduct of Customer and, if applicable, Customer's employees, agents or other representatives.

8. Limitation of Liability. NEITHER LIGHTEDGE, ITS AFFILIATES NOR ITS LICENSORS WILL BE LIABLE TO CUSTOMER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER LIGHTEDGE, ITS AFFILIATES NOR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) CUSTOMER'S INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR CUSTOMER'S USE OF OR ACCESS TO THE SERVICES, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICES, OR, (III) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SERVICE LEVEL AGREEMENT, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR CUSTOMER'S USE OF OR ACCESS TO THE SERVICES; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF CUSTOMER'S CONTENT OR OTHER DATA. IN ANY CASE, LIGHTEDGE'S, ITS AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT YOU ACTUALLY PAY LIGHTEDGE UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS BEFORE THE LIABILITY AROSE. REMEDIES UNDER THIS MASTER AGREEMENT ARE THE EXCLUSIVE REMEDIES FOR RECOVERY UNDER THIS MASTER AGREEMENT OR ANY CUSTOMER AGREEMENT AND ARE LIMITED TO THOSE EXPRESSLY DESCRIBED IN THIS MASTER AGREEMENT.

9. Termination.

9.1 Early Termination With Cause. Either party may terminate this Master Agreement, or any Purchase Agreement for cause, provided that the party wishing to terminate first provides written notice to the other party, specifying the alleged cause for termination. The party alleged of the breach shall then have a period of thirty (30) days from receipt of this notice to correct the situation. "Cause" is defined as (i) the failure of Customer to pay any amounts for Service that are undisputed (provided any disputes are reasonable and in good faith) within thirty (30) days after the Due Date, (ii) any material failure by a party to comply with or to perform any material provision or condition of this Master Agreement or any Purchase Agreement and the continuance of such failure for a period of thirty (30) days after notice thereof to such party or the failure by Customer to comply with or to perform any material provision under any LightEdge Policy, provided that LightEdge may terminate this Agreement and any applicable Customer Agreement immediately for Cause in the event that LightEdge reasonably believes that Customer has engaged in actions or omissions that are or are reasonably likely to result in material harm or risk to LightEdge or one of its customers or other third party with respect to whom LightEdge could potentially be subject to liability; or (iii) a party becomes insolvent, is unable to pay its debts when such debts become due, or is the subject of a petition in bankruptcy, whether voluntary or involuntary, or of any other proceeding under bankruptcy, insolvency or similar laws; or makes an assignment for the benefit of creditors; or is named in, or its property is subject to a suit for appointment of a receiver; or is dissolved or liquidated. In the event of a termination by

Customer for Cause, the Customer shall be liable for amounts incurred up to the date of such termination, but not subject to termination liability as described below. In the event of termination by LightEdge for Cause, the Customer shall be liable for amounts set forth below, including, without limitation, reasonable attorney fees.

9.2 Early Termination Without Cause. Either party may terminate all or any portion of this Master Agreement or any Purchase Agreement without cause by providing a minimum of thirty (30) days written notice to the other party (in the case of notices to LightEdge to terminations@lightedge.com) (the "Termination Notice"). The date of any such written Termination Notice shall be the Termination Notice Date. The Termination Effective Date shall be thirty (30) days from the Termination Notice Date or any other later date specified by LightEdge or Customer in the Termination Notice. Normal service charges shall apply up to the Termination Effective Date. If LightEdge terminates all or any portion of this Master Agreement or Purchase Agreement for cause or if Customer terminates all or any portion of this Master Agreement or Purchase Agreement without cause, in addition to owing any and all fees, costs and expenses incurred up and through the Termination Effective Date, Customer shall be responsible for the full remaining balance of all amounts owed for the remaining Term of the terminated portion of this Master Agreement or Purchase Agreement, as measured from the Termination Effective Date, including, without limitation, payments for terminated Services associated with the terminated portions of this Master Agreement or Purchase Agreements as well as all other costs, fees and liquidated damages set forth in this Agreement.

CUSTOMER AGREES THAT ACTUAL DAMAGES IN THE EVENT OF A TERMINATION BY LIGHTEDGE FOR CAUSE OR A TERMINATION FOR CONVENIENCE OR IMPROPER TERMINATION BY CUSTOMER WILL BE DIFFICULT OR IMPOSSIBLE TO ASCERTAIN AND THAT THE AMOUNTS DUE AS SET FORTH IN THIS SECTION ARE INTENDED, THEREFORE, TO ESTABLISH LIQUIDATED DAMAGES AND NOT INTENDED AS A PENALTY.

10. Intellectual Property / Proprietary Information. Customer acknowledges that neither this Master Agreement nor any Purchase Agreement is intended to transfer ownership of any intellectual property. LightEdge shall continue to own and retain all of its intellectual property, including, but in no way limited to, patents, inventions, trade secrets, trademarks, service marks, trade names, logos, designations, copyrights and other proprietary rights, and Customer agrees that it will not at any time during or after the term of this Master Agreement or any Purchase Agreement, assert or claim any interest in or do anything that may adversely affect the validity of any trademark, service mark, trade name, logo, designation or copyright belonging to or licensed to the LightEdge (including, without limitation, any act or failure to act which may infringe or lead to the infringement of any of the proprietary rights).

11. Confidentiality. Customer understands and agrees that the terms and conditions of this Master Agreement and any Purchase Agreement and communications between the parties regarding this Master Agreement, Purchase Agreements or the Services provided hereunder or thereunder (including any price quotes or related proposals), as well as such information relevant to any other agreement between Customer and LightEdge are confidential as between Customer and LightEdge and shall not be used by Customer for Customer's own benefit, except in connection with the performance of this Master Agreement or Purchase Agreement, or disclosed by Customer to any party other than the directors, officers and employees of Customer or agents of Customer who have specifically agreed to nondisclosure of the terms and conditions hereof and thereof. Notwithstanding the foregoing, it is understood that Customer shall not disclose the terms of this Master Agreement or any Purchase Agreement to any competitor of LightEdge. Customer agrees that a breach or imminent breach of this Section shall constitute a material breach of this Master Agreement and applicable Purchase Agreement for which LightEdge will have no adequate remedy at law. Customer agrees, therefore, that LightEdge's remedies upon a breach or imminent breach of this Section include, but are not limited to, the right to preliminary and permanent injunctive relief restraining Customer from any further violation of said Section, without requirement of posting any bond, as well as an equitable accounting of all profits or benefits arising out of such breach, in addition to any other remedies available at law or in equity or otherwise to LightEdge.

12. Force Majeure. If LightEdge's performance of any obligation under this Master Agreement or any Purchase Agreement is prevented, restricted or interfered with by causes including failure or malfunction of Customer-supplied equipment, acts of God, explosions, vandalism, cable cuts, storms, fires, floods or other catastrophes, power failure, national emergencies, insurrections, riots, wars, strike, lockouts, boycotts, work stoppages or other labor difficulties, or any law, order, regulation or other actions of any governmental authority, agency, instrumentality, or of any civil or military authority, then LightEdge shall be excused from such performance on a day-to-day basis to the extent of such restriction or interference. LightEdge shall use commercially reasonable efforts under the circumstances to avoid or remove such causes of nonperformance with reasonable dispatch. If such occurrence occurs for a period of at least sixty (60) days, then Customer shall have the option to terminate the affected portion of this Master Agreement and any applicable Purchase Agreement, without liability.

13. Notices. All notices required or permitted to be given hereunder shall be in writing (including electronic mail sent to the addresses set forth on Page 1 of this Master Agreement) and deemed given (a) when personally delivered, (b) one (1) day after delivered to an overnight courier guarantying next day delivery, (c) three (3) days after deposited in the United States mail, postage prepaid, sent certified or registered or (d) the date upon which the read-receipt was received for electronic mail. All notices shall be addressed to the parties at the addresses specified above or to such other address as hereafter designated in writing by the applicable party in the manner provided in this Section 13 for providing notices.

14. Attorneys' Fees. If a proceeding is brought for the enforcement of this Master Agreement or any Purchase Agreement (including the collection of any amounts owed hereunder) or because of any alleged or actual dispute, breach, default or misrepresentation in connection with any of the provisions of this Master Agreement or any Purchase Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs and expenses incurred in such action or proceeding in addition to any other relief to which such party may be entitled.

15. Arbitration/Venue and Choice of Law. Except for attempts by LightEdge to collect amounts owed under this Master Agreement or any Purchase Agreement, which may be pursued, among other ways, through the federal and state judicial systems, any dispute arising out of or relating to this Master Agreement or the breach thereof, shall be referred to arbitration by either party hereto and finally settled by arbitration in accordance with the rules of the American Arbitration Association as the exclusive method of dispute resolution. The arbitration panel shall consist of three (3) arbitrators, to be appointed by each party and the third to be appointed by the first two arbitrators so selected. The arbitration shall take place in Des Moines, Iowa. The arbitration award shall be final, binding upon the parties, not subject to any appeal, and shall deal with the question of costs of arbitration and all matters related thereto. Judgment upon the award rendered may be entered by any court having jurisdiction, or application may be made to such court for judicial recognition of the award or an order of enforcement thereof, as the case may be. This Master Agreement and all Customer Agreements shall be governed by the laws of the State of Iowa, with regard to conflict of laws principles thereof. Venue for disputes that may be brought to the courts shall be in the state and federal courts sitting in Des Moines, Iowa. CUSTOMER AND LIGHTEDGE EACH HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS MASTER AGREEMENT AND/OR ANY PURCHASE AGREEMENT.

16 . Miscellaneous Provisions.

Assignability. Without first obtaining LightEdge's express, written consent, Company shall not assign or otherwise transfer (including without limitation, a transfer due to a change of control), whether voluntarily, involuntarily or by operation of law, its rights or obligations under this Master Agreement or any Purchase Agreement.

Relationship of the Parties. Nothing in this Master Agreement or any Purchase Agreement will create, or shall be construed to create, any partnership, joint venture, agency, franchise, sales representative or employment relationship between the parties.

Severability. If any provision of this Master Agreement or any Purchase Agreement is held to be unenforceable, the Parties shall substitute for the affected provision an enforceable provision which approximates the intent and economic effect of the affected provision and the remaining provisions of this Master Agreement or any Purchase Agreement will be unimpaired and will remain in full force and effect.

Waiver, Remedies Non-Exclusive. No failure of delay on the part of any Party in exercising any right or remedy provided in this Master Agreement or any Purchase Agreement will operate as a waiver thereof; nor will any single or partial exercise of or failure to exercise any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy provided herein or at law or in equity. Except as expressly provided herein, no remedy specified in this Master Agreement or any Purchase Agreement is intended to be exclusive of any other remedy, and each and every remedy will be cumulative and in addition to every other right or remedy provided herein or available at law or in equity.

Headings. The headings of the sections, subsections, and paragraphs of this Master Agreement are inserted for convenient reference only and are not intended to be part of or to affect the meaning or interpretation of this Master Agreement.

No Third-Party Beneficiaries. This Master Agreement and the Purchase Agreements shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors, legal representatives and permitted assigns. Nothing in this Master Agreement or any Purchase Agreement, express or implied, is intended to confer upon any party other than the parties hereto (and their respective heirs, successors, legal representatives and permitted assigns) any rights, remedies, liabilities or obligations under or by reason of this Master Agreement or any Purchase Agreement.

Entire Agreement. The Policies are hereby incorporated by reference into this Agreement and the Purchase Agreements. This Master Agreement, the Policies and the Purchase Agreements and the exhibits, statements of work, policies and other attachments related thereto constitute the entire understanding and agreement between the Parties related to the subject matter hereof and shall supersede and/or replace any and all prior or contemporaneous oral and written communications.

Amendments/Counterparts. This Master Agreement and the Purchase Agreements may only be amended by a writing signed by both of the Parties. This Master Agreement may be executed in multiple counterparts. Facsimiles of Party's authorized representative's signature shall be deemed to be binding upon such party, unless otherwise prohibited by law.

Drafting. This Master Agreement and the Purchase Agreements have been drafted and negotiated by the Parties (and their counsel) and shall be fairly interpreted in accordance with its terms without any presumption or strict construction in favor of, or against, either Party arising from the identity of the drafter.