

This **Service Level Agreement** ("SLA") sets forth the specific terms and conditions under which LightEdge Solutions, Inc. ("LightEdge") shall supply all Managed Services to Customer. The Master 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 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 Agreement.

## 1. Definitions.

"**Maintenance Window**" is the timeframe within which Service Changes are performed.

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

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

"**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**" 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 gear used or required to deliver Service.

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

"**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.

## 2. Claims and Exclusions.

### 2.1 SLA Credit Request Process.

Service Level Agreements (or SLAs) define availability, performance and other requirements of LightEdge in providing the Service(s). In the event Customer's Service fails to meet the applicable commitments outlined in this SLA, Customer shall be entitled to a credit adjustment to its account in accordance with the SLA Remedies defined below.

Customer must request any SLA Credit within 90 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.

### 2.2 SLA Credit Calculations.

For the affected Service, a percentage of that Service's monthly fees will be credited to Customer based on one of the following methods:

<b>Percentage</b>	Percentage SLA Credits are calculated as: Affected Service Monthly Recurring Charges x SLA Credit Percentage <i>For example, if monthly charges for affected Service total \$10k/month and SLA Credit is 20%, the Customer will receive credit of \$2k for the month during which outage occurred.</i>
<b>Hourly</b>	Hourly SLA Credits are calculated as: Affected Service Monthly Recurring Charges x (Total Hours SLA Credit / 720) <i>For example, if monthly charges for affected Service total \$10k/month and SLA Credit is 3.5 hours, the Customer will receive credit of \$48.61 (\$10k * (3.5 hrs / 720 total hours in month) for the month during which outage occurred.</i>

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 based on Downtime or Impact begin immediately. *For example, an SLA credit of "5% for each 30 minute period" will be calculated as follows: 1 second to 30 minutes Downtime = 5% SLA Credit; 30.1 to 60 minutes Downtime = 10% SLA Credit; 60.1 to 90 minutes Downtime = 15% SLA Credit. This continues until Service Credit maximums have been reached.*

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

### 2.3 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 Master Agreement and Acceptable Use Policy which attributes to Service failure.
- failure of Customer to cooperate with LightEdge during testing, installation, maintenance or troubleshooting activities which attributes to Service failure.
- Service interruptions, deficiencies, degradations caused by 3<sup>rd</sup> party service providers (outside of LightEdge control).
- Force Majeure as defined in the Master Agreement.
- outages or impact caused by Customer, including applications, equipment, facilities or users of the 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:

- where Customer reports an SLA failure, but LightEdge does not find any SLA failure.
- when a Service outage is caused by another Service. *For example, if Customer is unable to access their Virtual Private Cloud Service across the Internet, that failure does not constitute a Service outage of the Virtual Private Cloud Service.*

### **3. Service Level Types.**

#### **3.1 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.

#### **3.2 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.

#### **3.3 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.

#### **3.4 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.

#### **3.5 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.

#### **3.6 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.

#### **3.7 Recovery Time SLAs.**

"Recovery Time SLAs" refer to the amount of time taken to restore data or workload when requested by Service Requests or as part of a Declared Event.

Recovery Time SLAs are measured by the duration of time elapsing between when Service Incident or Declared Event is created (e.g. the timestamp of the Customer ticket request via the Service Portal) and when the data or recovered workload is made available for use.

The Recovery Environment is some quantity of compute resources adjacent to the data being protected. Recovery Time SLAs will only apply for workload that can be recovered within the pre-committed Recovery Environment.

#### **3.8 Recovery Point SLAs.**

"Recovery Point SLAs" refer to the amount of time elapsing between successful data backups or replication attempts.

Recovery Point SLAs are measured by the age of the most recent backup or replication job containing restorable data.

### **4. Operations Center and 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: 1.877.589.3654

Ticketing: Opened via <https://my.lightedge.com> support portal

#### **4.1 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.

#### **4.2 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.

#### **4.3 Service Monitoring and Notifications.**

At Customer's request, LightEdge will provide basic monitoring of Service availability. LightEdge will notify Customer within fifteen (15) minutes of a Service outage via e-mail. LightEdge will provide 24x7x365 response to Customer or NOC initiated alarms for Service availability issues.

## Service Level Agreements

### 5. Helpdesk SLAs.

LightEdge maintains an Operations Center with enough staffing to promptly respond to Service Requests and Service Incidents.

Helpdesk Response SLAs are the Service Levels that LightEdge maintains for response to Service Requests. Any SLA Credits due for Helpdesk Response SLAs are applied to Monthly Recurring Charges for the affected service(s).

Helpdesk Response SLAs are provided during periods of normal operations and are exempt during periods of Force Majeure as defined in the Master Agreement.

Incident Response Times measures the duration between Ticket being opened by Customer and initial response by LightEdge to that Ticket.

Incident Update Times measures the duration between Ticket updates, excluding any time spent waiting for Customer.

Incident Severity	Incident Examples	Incident Response Times	Incident Update Times	Incident Resolution Times	SLA Credit
Critical	System or application is down and not responsive.	< 15 minutes	Every hour	<i>All Service Incidents and Service Outages are resolved as quickly as possible.</i>  <i>Remedy for not quickly restoring Services is already provided by Service SLA Credits.</i>	1 hour for each missed event
High	System or application is performing below normal levels, or there is an indication that something needs to be done to prevent an impending outage.	< 30 minutes	Every 2 hours		0.5 hour for each missed event
Moderate	Loss of redundancy but system is performing as normal, some service or task is needed by a certain time.	< 2 hours	Every 12 hours		0.25 hour for each missed event
Low	Some service or task is needed but not time sensitive, request for information.	< 24 hours	Best effort updates		0.1 hour for each missed event
Planning	Non-critical notes or informational communication.	Best effort response	Best effort updates		None

### 6. Service SLAs.

Services	SLA Type	Service Level	Measured By	SLA Credit	Maintenance Window
DATA CENTER	Availability SLA	Redundant Power: 100%	Availability of contracted power to EITHER A or B power feeds as delivered to Customer.	20% for any Downtime up to 30 minutes 10% for each additional 30 minutes of Downtime	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 minute period of Downtime	
		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 Downtime	
	Response SLA	Access Requests: 1 business day	Time elapsed between request for access change or revocation requests, and completion of change or revocation request.	> 1 day = 5% credit	
CONNECTIVITY	Availability SLA	100%	ICMP probe between any two points in LightEdge backbone network.	5% for each 30 minutes of Downtime	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 Impact	
	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	

	<b>Internet</b>	Availability SLA	100%	Ability to route packets from the Customer to one of LightEdge's upstream transit providers. Measurement is to nearest available transit provider peering and does not cover availability of entire Internet.	5% for each 30 minutes of Downtime	
	<b>DDoS</b>	Response SLA	2 hours	Duration of time between beginning of Service Impact to mitigation of Service Impact.	5% for each 30 minutes of Downtime	
	<b>Data Center Ports</b> <b>Inter Data Center Ports</b>	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 Downtime	
	<b>Inter Data Center Connects</b> <b>Metro Connects</b>	Availability SLA	99.9%	Total duration of Service Downtime as detected by LightEdge monitoring systems.	5% for each 30 minutes of Downtime	
	<b>Cloud Ports</b>	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 Downtime	

## 6. Service SLAs continued...

	Services	SLA Type	Service Level	Measured By	SLA Credit	Maintenance Window
BUSINESS CONTINUITY	<b>Managed Backup &amp; Recovery</b>	Availability SLA	100%	Total duration of Service Downtime as detected by LightEdge monitoring systems.	5% for each 30 minutes of Downtime	Only 1PM – 5PM Central Time
	<b>Virtual Private Cloud Data Protection</b> <i>(formerly Managed Disaster Recovery)</i>	Data Recoverability SLA	100%	Customer initiated request to compare restoration data with original.	< 100% = 100% credit	
	<b>Power Cloud Data Protection</b>	Recovery Time SLA	24 hours	Time elapsed between request to restore data and availability of data.	> 24 hours = 10% credit > 48 hours = 25% credit > 72 hours = 50% credit	
	<b>Power Recovery Cloud</b>					
	<b>Cloud Vault by Veeam</b> <i>(formerly Cloud Data Protection)</i>					
	<b>Virtual Private Cloud Disaster Recovery</b>	Availability SLA	100%	Total duration of Service Downtime as detected by LightEdge monitoring systems.	5% for each 30 minutes of Downtime	Only 12AM - 4AM Central Time 1-week notification
		Data Recoverability SLA	100%	Customer initiated request to compare restoration data with original.	< 100% = 100% credit	
		Recovery Time SLA	STANDARD 2 hours	Time elapsed between declaration of event and availability of workload in Recovery Environment.	> 2 hours = 10% credit > 4 hours = 25% credit > 12 hours = 50% credit	
			PREMIUM 15 minutes		> 15 mins = 10% credit > 30 mins = 25% credit > 1 hour = 50% credit	
	<b>Dedicated Private Cloud Disaster Recovery</b>	Recovery Point SLA	STANDARD Bulk: 24 hours Capacity: 12 hours Standard: 6 hours Performance: 4 hours	Data protected by Service will not exceed the defined age. For Standard level of Service, SLA varies by type of storage where source data is located.	> 1x age = 5% credit > 2x age = 10% credit > 4x age = 25% credit > 8x age = 50% credit	
			PREMIUM 15 minutes			
	<b>Workplace Recovery</b> <i>(formerly Workstation Recovery)</i>	Availability SLA	Dedicated Seats: 100%	Availability of Workplace Recovery seat to Customer.	5% for each 6 hours of Downtime	Anytime outside of occupancy
Shared Seats: First come, first serve			None			
Power: 100%			Availability of electrical power to Workplace Recovery environment.	None		
64-81 degrees F cooling: 100%			Average air temperature within the Workplace Recovery environment.	None		

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		Response SLA	< 2 hours	Time elapsed between declaration of event and availability of Workplace Recovery seats.	> 2 hours = 10% credit > 4 hours = 25% credit > 12 hours = 50% credit	
		Response SLA	Access Requests: 1 business day	Time elapsed between request for access change or revocation requests, and completion of change or revocation request.	> 1 day = 5% credit	
<b>MANAGEMENT</b>	<b>Cloud Management</b>	Response SLA	As Per Helpdesk SLA	Total duration of response to Service Requests or Service Incidents.	2x Helpdesk remedies	Not applicable
	<b>Cloud Monitoring</b>	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

## 6. Service SLAs continued...

	Services	SLA Type	Service Level	Measured By	SLA Credit	Maintenance Window
CLOUD	Hosting Services – Virtual	Availability SLA	100%	Total duration of Service Downtime as detected by LightEdge monitoring systems.	5% for each 30 minutes of Downtime	Only 12AM - 4AM Central Time 1-week notification
	Hosting Services – Virtual Data Center					
	Virtual Private Cloud					
	Dedicated Private Cloud by VMware	Performance SLA	100%	Total duration of Service Impact as detected by LightEdge monitoring systems.	5% for each 30 minutes of Impact	
	Power Cloud					
	Workplace Cloud					
CLOUD	Dedicated Private Cloud by Stratoscale	Availability SLA	100%	Total duration of Service Downtime as detected by LightEdge monitoring systems.	5% for each 30 minutes of Downtime	Only 12AM - 4AM Central Time 1-week notification
		Performance SLA	100%	Total duration of Service Impact as detected by LightEdge monitoring systems.	5% for each 30 minutes of Impact	
		Partner SLA	Refer to Stratoscale SLA here: <a href="https://www.stratoscale.com/stratoscale-support-plan/">https://www.stratoscale.com/stratoscale-support-plan/</a>		Not applicable	
IAAS	Bare Metal	Availability SLA	For storage & network components 100%	Total duration of Service Downtime as detected by LightEdge monitoring systems.	5% for each 30 minutes of Downtime	Only 12AM - 4AM Central Time 1-week notification
	Dedicated Private Cloud <i>(when customer does not maintain N+1)</i>	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	Not applicable
	Flex Cloud					
SECURITY	Enterprise Load Balancing	Availability SLA	100%	Total duration of Service Downtime as detected by LightEdge monitoring systems.	5% for each 30 minutes of Downtime	Only 12AM - 4AM Central Time 1-week notification
	Managed Security	Availability SLA	When redundant Service is deployed at LightEdge data center: 100%	Total duration of Service Downtime as detected by LightEdge monitoring systems.	5% for each 30 minutes of Downtime	
		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	
	Private Application Delivery	Availability SLA	100%	Total duration of Service Downtime as detected by LightEdge monitoring systems.	5% for each 30 minutes of Downtime	
	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 Downtime	
	Virtual SOC by QRadar	Partner SLA	Refer to CarbonHelix SOW for SLA		Not applicable	