

This **Hosted Faxing 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.

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

**Code Word:** "Code Word" refers to a secure password known only to Authorized Customer point of contacts and representatives of LightEdge.

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

**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.

**End User:** "End User" refers to any individual using the Service.

**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.

## 2.0 Service Description

### 2.1 General

Service will be made available to Customer via one of the following variations:

### 2.2 Levels

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

#### 2.2.1 Desktop Faxing

LightEdge will provide a desktop faxing seat to Customer. Supported document types attached to an outgoing email will be delivered to a traditional fax machine attached to the PSTN as a traditional fax. Incoming faxes destined to the phone number allocated to the Service will be delivered as an email to the End User with a PDF or TIFF attachment of the original fax.

For Customer locations where LightEdge is able to offer local phone numbers through a local point of presence LightEdge will provide Customer with one direct-inward-dial DID phone number per seat. LightEdge reserves the right to use a phone number outside of the Customer's local calling area to deliver Service.

#### 2.2.2 ATA-based Faxing

LightEdge will provide an IP-based appliance to interface with Customer's legacy POTS-line based fax machine. The appliance will transparently convert incoming and outgoing faxes to a format compatible with LightEdge's fax service.

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 telephone carrier. 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.

### 2.2.3 Seat Types

Service will provide one or more of the following seat types. Description of seat types herein in no way entitles Customer to option.

**200/100 Seat:** LightEdge will provide Customer with a Desktop Faxing seat that includes 200 incoming pages and 100 outgoing pages.

**500/250 Seat:** LightEdge will provide Customer with a Desktop Faxing seat that includes 500 incoming pages and 250 outgoing pages.

**1000/400 Seat:** LightEdge will provide Customer with a Desktop Faxing seat that includes 1,000 incoming pages and 400 outgoing pages.

**2000/750 Seat:** LightEdge will provide Customer with a Desktop Faxing seat that includes 2,000 incoming pages and 750 outgoing pages.

**Usage-only Seat:** LightEdge will provide Customer with a Desktop Faxing seat that does not include any incoming or outgoing pages.

### 2.2.4 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.

**Domestic Outbound Long Distance:** Domestic outbound long distance is included with this Service.

**Domestic 800 Service:** Domestic 800 service will be billed monthly at usage rates described in the Purchase Agreement.

**International Long Distance:** International Long Distance is not available with this Service.

## 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 can be provisioned and used over the Internet. LightEdge reserves the right to limit availability of Service even if suitable network transport exists between LightEdge and Users.

LightEdge also reserves the right to limit service availability in the event that necessary service components including, but not limited to, electrical power, cooling capacity, cabling, rack space, switching/routing/network infrastructure, application software, etc. are either unavailable or unattainable at a reasonable cost to LightEdge.

### 2.4 Delivery

This section intentionally left blank.

### 2.5 Features

This section intentionally left blank.

**2.6 Moves, Adds and Changes**

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 Exceptions**

**National DID:** Service defined as “National DID” is not compatible with Service.

**Off-Gateway:** Service defined as “Off-Gateway” is not compatible with Service.

**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 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.

**3.2 Direct Inward Dial or DID**

**3.2.1 Direct Inward Dial - New**

An individual Direct Inward Dial phone number is provided to Customer by LightEdge to be used with Service. Customer does not own the DID and must return it at the end of Service.

**3.2.2 Direct Inward Dial - Port**

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

**3.3 Directory Listing**

LightEdge will procure an additional listing in local phone company directories.

**3.4 Toll-free Number**

Toll-free number(s) can be pointed at fax service. Toll-free usage 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.

**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 Service and are configured properly. This includes but is not limited to Ethernet switches, Ethernet cabling, workstations, servers and operating systems.

Customer is responsible for procuring and maintaining suitable email service for use with Service. Customer bears all responsibility for costs incurred by such email service.

**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**

This section intentionally left blank.

**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

No Equipment is provided to Customer as part of this Service.

### 5.2 Equipment Procurement

This section intentionally left blank.

### 5.3 Equipment Configuration

The section intentionally left blank.

### 5.4 Equipment Lifecycle

LightEdge is responsible for the maintenance and replacement of the Equipment used to provide Service.

## 6.0 Service Support

### 6.1 Authorized Contacts

LightEdge Solutions provides reliable and secure managed services by requiring technical support and information requests come only from documented, authorized client-organization contacts. Additionally, in compliance with federally regulated CPNI (Customer Proprietary Network Information) rules, a Customer contacting LightEdge Solutions to request an add, move, or change and/or to request information on their account, must provide LightEdge representative with Customer's Code Word. Code Word is not required or verified to open trouble tickets related to service issues, however, any subsequent information/updates or authorization of intrusive testing related to the trouble ticket will require the Code Word.

Customer shall provide a "contact list" which will contain one ("1") Administrative contact and may contain up to three ("3") Technical contacts per service. Administrative and Technical contacts are authorized to request service changes or information, including the contact name, contact e-mail address and contact phone number for each contact but must provide Customer Code Word for any CPNI related requests. Requests to change a contact on the list or to change the Code Word must be submitted by the Administrative contact. Requests to replace the Administrative contact shall be submitted via fax to LightEdge on Customer company letterhead. All requests are verified per procedure below.

- Requests for CPNI, configuration information or changes are accepted only from documented, authorized client-organization contacts via e-mail, fax or phone and will require Customer's Code Word. E-mail and fax requests must be submitted without the Code Word. Customer contact will be called to verify Code Word. E-mail requests that include the Code Word will be denied and the client Administrative Contact will be notified and required to change the Code Word.
- E-mail and fax requests are verified with a phone call to the documented client contact. Phone call requests must be validated with an e-mail request from a documented client contact.

### 6.2 Helpdesk

Customers must contact LightEdge Support to report service trouble or an outage with LightEdge Technical Support. LightEdge Technical Support will be available seven (7) days per week; twenty-four (24) hours per day; three hundred sixty-five days (365) days per year. LightEdge Technical Support provides support for 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

This Service does not include any monitoring of hardware or software availability. It is the responsibility of the Customer to facilitate any desired monitoring on any equipment supported by this Service.

### 6.5 Notifications

This Service does not include outage notifications of any type.

### 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.

#### 7.1.1 Desktop Faxing

The Service Activation Date is the date first Desktop Faxing seat has been provisioned. Service Activation Date is not dependent on Customer's ability to use Service and shall not be delayed due to lack of Customer email account, lack of connectivity, or other similar impediments to Customer utilizing Service.

#### 7.1.2 ATA-based Faxing

The Service Activation Date is the date Equipment is installed and tested at the Customer's location.

### 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;

## 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 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>

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 Faxing 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.

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.
- Inability of Customer to use Service due to network connectivity issue unless all components of network connectivity between the Customer and the Service platform are both provided and fully managed by LightEdge.
- Inability of Customer to use Service due to email service issues unless Customer is utilizing Hosted Exchange or Managed Email services from LightEdge.

**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
99.9% 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
4 hours	Failure to meet the goal does not qualify the Customer for any Service credit.

**10.5 Performance SLAs and Goals**

There are no Performance SLAs or Goals with this Service.

**10.6 Other SLAs and Goals**

“Other” SLAs apply whenever SLA goal has not been met. “Other” SLA credits will qualify for consideration even when “Service Availability” or “Service Performance” SLA credits are requested against the same Customer issue.

**10.6.1 Standard Service Installation Interval Goal**

The Standard Service Installation Interval is measured from the date on which the Customer contract is countersigned by LightEdge to the Service Activation Date as defined in Section 7.1.

Goal	Remedy
14 days 30 days (with DID porting)	Failure to meet the goal does not qualify the Customer for any Service credit.

**10.6.2 Monitoring Goal**

The Monitoring Goal is measured from the time an outage is detected by LightEdge monitoring systems until such outage is reported to customer by the LightEdge notification method. The goal is considered met once the LightEdge monitoring system sends a notification to the customer. Receipt of the notification by the customer or lack of receipt will not be considered to be part of goal.

Goal	Remedy
15 minutes	Failure to meet the goal does not qualify the Customer for any Service credit.