

This **Managed Device Support 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.

**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.

**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.

**Device:** "Device" refers to the Customer router or switch receiving "Service".

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

**Managed Change:** "Managed Change" refers to the a change to Device configuration performed by LightEdge.

**Operating System:** "Operating System" refers to the base software running on Customer Device.

**Router:** "Router" refers to the Customer router receiving "Service".

**Service:** "Service" refers to the systems, equipment and interfaces used to provide Device management to Users. 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.

**Switch:** "Switch" refers to the Customer Ethernet switch receiving "Service".

**Users:** "Users" refers to the any person authorized by Customer to utilize Service.

## 2.0 Service Description

### 2.1 General

LightEdge Managed Device Support Service is an end-to-end offering for management of Customer Device(s).

LightEdge will provide and perform various Device management activities as described herein.

The LightEdge Managed Device Support Service is designed to provide service to operating systems. LightEdge reserves the right to refuse delivery of service to equipment deemed outside the target of the product such as, but not limited to, home users and equipment other than approved devices.

### 2.2 Levels

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

#### 2.2.1 Common Features

The following features are available in all Device Management packages.

##### 2.2.1.1 Support

This feature is intended to support standard functionality of LightEdge Services. Advanced functionality or support is not provided with this feature. LightEdge shall be the sole party responsible for defining which issues shall be classified as incidents and treated based on the "Incident Support" feature.

**Telephone Support:** Telephone based support is available 24 hours a day, 7 days a week.

**Email Support:** Email based support is available 24 hours a day, 7 days a week.

**Hands-on Support:** When possible, LightEdge will use Remote Support feature to resolve Customer issues. LightEdge shall be the

sole party responsible for defining when Hands-on Support shall be provided for Customer.

**Remote Support:** Remote support is available 24 hours a day, 7 days a week.

Remote Device support requires Telnet or SSH connectivity to Device being supported.

#### 2.2.1.2 Basic Monitoring

Basic up/down monitoring is performed on Customer Device. Up/down status is determined based on ICMP polling which is performed every one (1) minutes. Each up/down test is performed by sending two ICMP packets to the Customer's Device(s).

If any ICMP packet is returned to the monitoring server in less than two (2) seconds the Customer Router is considered to be up and the network path is considered to be fully available. No alert will be sent.

If neither ICMP packet is returned to the monitoring server then Customer Router will be considered down. An alert will be sent to LightEdge and/or to an email contact defined by the Customer.

This feature requires ICMP access to the Customer Device. Customer is responsible for working with LightEdge to ensure that Customer Device responds to ICMP packets.

This feature includes a single up/down test. Additional tests may be available at additional cost.

#### 2.2.1.3 Network Usage Reporting

Network utilization reports are made available to Customer in the form of a graph. This network utilization graph will be updated based on SNMP polling of the Ethernet switch port directly attached to the Customer Device.

Customer graphs will be updated every five (5) minutes and each value will be an average reflecting the previous five (5) minutes.

This feature requires SNMP read-only access to the remotely manageable switch(es) to which the Customer Router is directly attached. LightEdge shall be responsible for providing and maintaining the Device configuration required to support this feature. LightEdge shall not be responsible for any configuration or modifications external to the Device required to support this feature.

This feature includes reporting on up to two (2) interfaces. Additional tests may be available at additional cost. Each interface will be graphed separately.

#### 2.2.1.4 Operating System Patching

This feature includes the scheduled application of vendor recommended patches to the base Operating System on an "as-needed" basis.

If patches are classified urgent by vendor due to a security risk; or if Customer requests that a patch be classified urgent then LightEdge will perform an emergency patch during next scheduled Emergency Maintenance window.

LightEdge will not apply 3<sup>rd</sup> party patches to Operating System, patches to applications, patches to software or software library patches as part of this Service.

If patching performed during previously agreed upon custom patching schedule and if Customer has agreed upon reboots after patching then LightEdge shall reboot Device without any further notification to Customer. If patching performed outside of a Scheduled Maintenance window requires a reboot of Customer Device then LightEdge will make a reasonable effort to

contact Customer. If Customer cannot be reached after such reasonable effort then LightEdge reserves the right to reboot Customer Device without further notification.

Any outage caused by application of operating system patches performed as part of this feature shall not be grounds for any SLA credit. Customer agrees to not hold LightEdge responsible for any unanticipated side effects or issues caused by this feature.

Customer is responsible for checking status of Device and applications after such patches are applied. Upon discovery by Customer of any abnormality LightEdge will provide assistance in backing out any such patches. LightEdge will not be held responsible if patches cannot be backed out or if Customer Device cannot reasonably be returned to a pre-patch state.

Customer has the option to "opt-out" or "opt-in" this particular feature at any time.

### 2.2.1.5 Hardware Replacement

Customer shall have fourteen (14) calendar days to use temporary device without cost. Calendar days are measured between the days elapsing between initial customer request for temporary device and current date. If Customer has not returned temporary device or if Customer returns device in a state other than that in which it was loaned to the Customer in then Customer agrees to be held liable for monthly rental of device at current market rates. This monthly rate shall continue until temporary device is returned in an acceptable condition.

LightEdge shall be responsible for the reinstallation of operating systems and configuration required to bring device back into service. LightEdge shall not be responsible for additional licensure, application or code support beyond that required to establish a basic level of connectivity to device.

This feature shall be made available to Customer on a best effort basis. LightEdge shall bear no responsibility should this feature be deemed unavailable at any time during Service or during Customer outage.

### 2.2.1.6 Remote Hands

Remote Hands feature is available during standard business hours from 8am to 5pm CDT. This feature does not include any troubleshooting. If troubleshooting is required then event shall be treated under the terms of the Support feature.

LightEdge technician will be available to assist Customer with tasks that fall into the category of Remote Hands assistance. Such activities are limited to the list below and may be subject to additional limitations defined below.

- Hard or soft reboot requests
- Crash cart requests
- Cable moves

This feature has a fifteen (15) minute response time. Response time is measured as the time elapsing between initial customer request and first LightEdge response to the request. Response to the service request shall be considered any communication between LightEdge and the Customer relating to the service request and may not be inclusive of the successful completion of the service request.

This feature includes up to five (5) requests per calendar month. Additional requests will be treated under the terms of "Per Incident Support".

This feature includes up fifteen (15) minutes of a technician's time. Each fifteen (15) minute block of time spent assisting Customer shall be counted against the quantity of available monthly requests as a unique request. LightEdge shall be the sole party responsible for defining which issues shall be classified as incidents and treated based on the "Incident Support" feature.

This feature is only available on Devices located in a LightEdge facility.

#### 2.2.1.6.1 Hard/Soft Reboots

Customer can submit a reboot request to LightEdge. If LightEdge has management access to Customer Device a soft reboot will be

attempted. This soft reboot may be attempted via remote management access to the Device or via a directly attached crash cart workstation.

If soft reboot is unsuccessful and if LightEdge has physical access to Device then LightEdge will attempt a hard reboot by manually power cycling the Device using the power button on the Device or by cycling power to the Device using a manageable power strip or by cycling power to the Device by removing the power cables feeding the Router.

LightEdge is not responsible for data loss or damage caused by Hard/Soft Reboots so requested by Customer. If Customer does not wish LightEdge to attempt a hard reboot then they must state so during the initial reboot request.

#### 2.2.1.6.2 Crash Cart Requests

Customer can submit a crash cart request to LightEdge. LightEdge will provide a laptop or computer with USB and DB-9 serial ports. LightEdge will provide serial console, USB or Ethernet cables necessary to access Device. Customer bears responsibility for providing any equipment required to successfully provide crash cart services beyond the list above.

LightEdge will insert or remove storage media from Device at the request of Customer. This is limited to USB or flash card-based storage or hot-swappable components. Internal components such as RAM, flash or co-processors that require any disassembly of Device will not be covered by this feature.

Customer will be responsible for providing any software required to successfully fulfill Crash Cart Requests. LightEdge reserves the right to refuse to Service a Crash Cart Request if it reasonably believes that Customer is attempting to install illegal or unlicensed software.

LightEdge is not responsible for data loss or damage caused by crash cart requests requested by Customer.

#### 2.2.1.6.3 Cable Moves

Customer can submit a Cable Move request to LightEdge. LightEdge technician will move a cable within a Customer's rack. LightEdge is not responsible for any outage caused by such a request.

Cable Move requests do not include termination or structured cabling assistance. LightEdge reserves the right to refuse to perform any Cable Move request for reasons such as, but not limited to: lack of suitable patch cables, inability to gain reasonable access to customer equipment, lack of understanding of Customer request or request involving something other than pre-manufactured cabling.

## 2.2.2 Router Management - Standard Features

This product is currently available on the following routing platforms:

- Cisco IAD24xx
- Cisco 8xx
- Cisco 17xx, 18xx, 19xx
- Cisco 26xx, 28xx, 29xx
- Cisco 36xx, 37xx, 38xx, 39xx

Features defined in this section have relevance with all Router Management packages.

### 2.2.2.1 Support

For devices running configurations created and approved by LightEdge support of the configuration will be provided as part of this Service.

LightEdge must review and approve configurations created by a 3<sup>rd</sup> party. For configurations so reviewed and approved LightEdge will support the operation of device.

This feature does not include modification of device configurations. For LightEdge products that require device configuration changes LightEdge shall make such configuration changes as part of the terms of that product.

LightEdge shall be the sole party responsible for determining which configuration changes shall be allowed and performed under the terms of this feature.

This feature is intended to support functionality of LightEdge Services. Advanced functionality or support is not provided with this feature. LightEdge shall be the sole party responsible for defining which issues shall be classified as incidents and treated based on the "Incident Support" feature.

Certain types of support shall always be classified and treated under the terms of the "Incident Support" feature. For Router Management - Standard this list includes but is not limited to:

- Engineering Design
- Carrier technologies (MPLS, VPLS, AtoM)
- Equipment replacement or upgrade (except under Hardware Replacement feature)

LightEdge has the right to modify or make exceptions to this list at any time. Past exceptions do not grant or imply a future exception.

### 2.2.2.2 Incident Support

Incident support is defined under the "Service Options" section elsewhere in this agreement.

No free incidents are included with this tier of service. Additional per incident support is available at hourly rates.

### 2.2.2.3 Configuration Backups

This feature includes backup of basic Router configuration whenever a Managed Change to the configuration is made.

This feature does not include backup of configuration changes made by a party other than LightEdge.

Configuration backups will not protect applications or external systems related to Router. Examples include but are not limited to:

- SSL VPN configurations
- Active Directory or RADIUS account information

Configurations backed up by this feature will be made available to Customer only after proper verification of CPNI information.

### 2.2.2.4 Hardware Replacement

This feature grants customer right to use a temporary LightEdge supplied device. The specifications of this router shall not exceed that of a Cisco 2801 with VWIC2-2MFT/T1/E1 module. LightEdge shall be sole party responsible for determining specifications of temporary router.

## 2.2.3 Router Management - Premium Features

This product is currently available on the following routing platforms:

- Cisco IAD24xx
- Cisco 8xx
- Cisco 17xx, 18xx, 19xx
- Cisco 26xx, 28xx, 29xx
- Cisco 36xx, 37xx, 38xx, 39xx

Description of the features below in no way entitles Customer to any particular feature. Features only have relevance with the Premium management package. The Premium management package is inclusive of all features defined within the Standard Router management package.

### 2.2.3.1 Support

Telephone based support is available 24 hours a day, 7 days a week.

Feature includes all capabilities of Router Management – Standard support.

Additionally Premium support includes configuration assistance on Device. Configuration changes include but are not limited to:

- IP changes (routing, renumbering)

- ACL modifications
- Account administration

LightEdge has the right to modify or make exceptions to this list at any time. Past exceptions do not grant or imply a future exception.

This feature does not include Engineering design services. Customer shall be responsible for any Engineering design services that may be required to make configuration changes. LightEdge shall be the sole party responsible for determining if Engineering design is required to make configuration change.

If Engineering design services are provided by 3<sup>rd</sup> party LightEdge may require documentation and approval of such changes from Customer and/or 3<sup>rd</sup> party before performing such changes.

### 2.2.3.2 Incident Support

Incident support is defined under the "Service Options" section elsewhere in this agreement.

No free incidents are included with this tier of service. Additional per incident support is available at hourly rates.

### 2.2.3.3 Component Monitoring

SNMP monitoring of Router hardware or software components are performed on Customer Router. Component tests will be performed every five (5) minutes. Each component test is performed by performing an SNMP poll of a specific OID and comparing the result of that SNMP poll to specific values on the Router's database.

Example components are as follows:

- CPU
- Hard drives
- Power supplies
- Service status

If the component test reports success the component is considered to be fully available. No alert will be sent.

If the component test reports a degraded condition the component is considered to be degraded. An alert will be sent to LightEdge and/or to an email contact defined by the Customer.

If the component test fails, reports an unknown condition or reports a down condition the component is considered to be down. An alert will be sent to LightEdge and/or to an email contact defined by the Customer.

This feature may require the installation of additional software on the Customer Router and requires remote network access to this software running on the Customer Router. Customer is responsible for working with LightEdge to ensure that the software can be successfully installed on the Customer Router and that this software responds properly to component tests.

This feature is subject to compatible SNMP OID. If SNMP OID is not available then component test may not be possible.

This feature includes up to five (5) component tests. Additional tests may be available at additional cost.

### 2.2.3.4 Component Usage Reporting

Component utilization reports are made available to Customer in the form of a graph. These component utilization graphs will be updated based on SNMP polling of the Customer Router.

Customer graphs will be updated every five (5) minutes and each value will be an average reflecting the previous five (5) minutes.

This feature will require the installation of additional software on the Customer Router and requires remote network access to this software running on the Customer Router. Customer is responsible for working with LightEdge to ensure that the software can be successfully installed on the Customer Router and that this software responds properly to component tests.

This feature is subject to compatible SNMP OID. If SNMP OID is not available then component usage reporting may not be possible.

This feature includes reporting on up to five (5) components. Additional tests may be available at additional cost.

### 2.2.3.5 Configuration Backups

This feature includes backup of basic Router configuration on a daily basis.

This feature includes backup of configuration changes made by a party other than LightEdge.

Configuration backups will not protect applications or external systems related to Router. Examples include but are not limited to:

- SSL VPN configurations
- Active Directory or RADIUS account information

Configurations backed up by this feature will be made available to Customer only after proper verification of CPNI information.

### 2.2.3.6 Hardware Replacement

This feature grants customer right to use a temporary LightEdge supplied device. The specifications of this router shall not exceed that of a Cisco 2801 with VWIC2-2MFT/T1/E1 module. LightEdge shall be sole party responsible for determining specifications of temporary router.

## 2.2.4 Switch Management - Standard Features

This product is currently available on the following switching platforms:

- Cisco Catalyst 2950, 2960, 2960S
- Cisco Catalyst 3550, 3560, 3560-E, 3560-X
- Cisco Catalyst 3750, 3750-E, 3750-X

Features defined in this section have relevance with all Switch Management packages.

### 2.2.4.1 Support

For devices running configurations created and approved by LightEdge support of the configuration will be provided as part of this Service.

LightEdge must review and approve configurations created by a 3<sup>rd</sup> party. For configurations so reviewed and approved LightEdge will support the operation of device.

This feature does not include modification of device configurations. For LightEdge products that require device configuration changes LightEdge shall make such configuration changes as part of the terms of that product.

LightEdge shall be the sole party responsible for determining which configuration changes shall be allowed and performed under the terms of this feature.

This feature is intended to support functionality of LightEdge Services. Advanced functionality or support is not provided with this feature. LightEdge shall be the sole party responsible for defining which issues shall be classified as incidents and treated based on the "Incident Support" feature.

Certain types of support shall always be classified and treated under the terms of the "Incident Support" feature. For Router Management - Standard this list includes but is not limited to:

- Engineering Design
- Carrier technologies (MPLS, VPLS, AtOM)
- Equipment replacement or upgrade (except under Hardware Replacement feature)

LightEdge has the right to modify or make exceptions to this list at any time. Past exceptions do not grant or imply a future exception.

### 2.2.4.2 Incident Support

Incident support is defined under the "Service Options" section elsewhere in this agreement.

No free incidents are included with this tier of service. Additional per incident support is available at hourly rates.

### 2.2.4.3 Configuration Backups

This feature includes backup of basic Switch configuration whenever a Managed Change to the configuration is made.

This feature does not include backup of configuration changes made by a party other than LightEdge.

Configuration backups will not protect applications or external systems related to Switch. Examples include but are not limited to:

- Devices attached to switch
- Active Directory or RADIUS account information

Configurations backed up by this feature will be made available to Customer only after proper verification of CPNI information.

### 2.2.4.4 Hardware Replacement

This feature grants customer right to use a temporary LightEdge supplied device. The specifications of this switch shall not exceed that of a Cisco Catalyst 2960 with appropriate number of Gigabit Ethernet PoE ports. LightEdge shall be sole party responsible for determining specifications of temporary switch.

## 2.2.5 Switch Management - Premium Features

This product is currently available on the following switching platforms:

- Cisco Catalyst 2950, 2960, 2960S
- Cisco Catalyst 3550, 3560, 3560-E, 3560-X
- Cisco Catalyst 3750, 3750-E, 3750-X

Description of the features below in no way entitles Customer to any particular feature. Features only have relevance with the Premium management package. The Premium management package is inclusive of all features defined within the Standard Switch management package.

### 2.2.5.1 Support

Telephone based support is available 24 hours a day, 7 days a week.

Feature includes all capabilities of Router Management – Standard support.

Additionally Premium support includes configuration assistance on Device. Configuration changes include but are not limited to:

- IP changes (routing, renumbering)
- ACL modifications
- Account administration

LightEdge has the right to modify or make exceptions to this list at any time. Past exceptions do not grant or imply a future exception.

This feature does not include Engineering design services. Customer shall be responsible for any Engineering design services that may be required to make configuration changes. LightEdge shall be the sole party responsible for determining if Engineering design is required to make configuration change.

If Engineering design services are provided by 3<sup>rd</sup> party LightEdge may require documentation and approval of such changes from Customer and/or 3<sup>rd</sup> party before performing such changes.

### 2.2.5.2 Incident Support

Incident support is defined under the "Service Options" section elsewhere in this agreement.

No free incidents are included with this tier of service. Additional per incident support is available at hourly rates.



### 2.2.5.3 Component Monitoring

SNMP monitoring of Switch hardware or software components are performed on Customer Switch. Component tests will be performed every five (5) minutes. Each component test is performed by performing an SNMP poll of a specific OID and comparing the result of that SNMP poll to specific values.

Example components are as follows:

- CPU
- Hard drives
- Power supplies
- Service status

If the component test reports success the component is considered to be fully available. No alert will be sent.

If the component test reports a degraded condition the component is considered to be degraded. An alert will be sent to LightEdge and/or to an email contact defined by the Customer.

If the component test fails, reports an unknown condition or reports a down condition the component is considered to be down. An alert will be sent to LightEdge and/or to an email contact defined by the Customer.

This feature may require the installation of additional software on the Customer Router and requires remote network access to this software running on the Customer Router. Customer is responsible for working with LightEdge to ensure that the software can be successfully installed on the Customer Router and that this software responds properly to component tests.

This feature is subject to compatible SNMP OID. If SNMP OID is not available than component test may not be possible.

This feature includes up to five (5) component tests. Additional tests may be available at additional cost.

### 2.2.5.4 Component Usage Reporting

Component utilization reports are made available to Customer in the form of a graph. These component utilization graphs will be updated based on SNMP polling of the Customer Switch.

Customer graphs will be updated every five (5) minutes and each value will be an average reflecting the previous five (5) minutes.

This feature will require the installation of additional software on the Customer Switch and requires remote network access to this software running on the Customer Switch. Customer is responsible for working with LightEdge to ensure that the software can be successfully installed on the Customer Switch and that this software responds properly to component tests.

This feature is subject to compatible SNMP OID. If SNMP OID is not available than component usage reporting may not be possible.

This feature includes reporting on up to five (5) components. Additional tests may be available at additional cost.

### 2.2.5.5 Configuration Backups

This feature includes backup of basic Switch configuration on a daily basis.

This feature includes backup of configuration changes made by a party other than LightEdge.

Configuration backups will not protect applications or external systems related to Switch. Examples include but are not limited to:

- SSL VPN configurations
- Active Directory or RADIUS account information

Configurations backed up by this feature will be made available to Customer only after proper verification of CPNI information.

### 2.2.5.6 Hardware Replacement

This feature grants customer right to use a temporary LightEdge supplied device. The specifications of this switch shall not exceed that of a Cisco Catalyst 2960 with appropriate number of Gigabit Ethernet PoE ports. LightEdge shall be sole party responsible for determining specifications of temporary switch.

## 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.

Service availability may be restricted to certain geographic footprint. LightEdge shall be sole party responsible for determination of availability. Past availability of Service shall not be considered grounds for future availability of Service.

LightEdge 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

This section intentionally left blank.

## 2.7 Limitations

This section intentionally left blank.

## 3.0 Service Options

The following options may be added to Customer Service. Description of Service options herein in no way entitles Customer to feature. Options described below may have additional cost associated with them. Options described below may not be compatible with all variants of the LightEdge Managed Device Support product.

### 3.1 Incident Support

Incident based support is available 24 hours a day, 7 days a week.

This feature has a fifteen (15) minute response time. Response time is measured as the time elapsing between initial customer request and first LightEdge response to the request. Response to the service request shall be considered any attempted communication between LightEdge and the Customer relating to the service request and may not be inclusive of the successful completion of the service request.

This feature is intended to support basic functionality of Device hardware and Operating System. Advanced functionality and application level support may not be available with this feature. LightEdge shall be the sole party responsible for defining which issues are unsupported.

An incident is defined as a single issue or request that the Customer requires assistance with. Multiple requests or issues within a single ticket will be treated as unique incidents. LightEdge will be responsible for notifying Customer that request will be classified as an incident. After such notification Customer has the right to request that all further troubleshooting or work on request be halted and that the ticket be closed. Tickets so closed will not be subject to further charge nor will they be counted against the included incidents in the Managed Device Support product. If the Customer does not request a halt to all troubleshooting and/or work relating to service request then Customer assumes all responsibility for the escalation of the service request to "incidental" status.

Each incident shall have a maximum of one (1) hours of LightEdge time included. LightEdge reserves the right to treat each one (1) hours spent supporting an incident as a new incident.

Incident support includes no warranty or representation to support beyond that which is afforded by a LightEdge representative providing advice to Customer. This includes but is not limited to hardware replacement, software replacement, vendor warranties, vendor support calls, programming assistance, project management nor additional product features.

## 4.0 Service Delivery

### 4.1 General

It is Customer's responsibility to ensure that LightEdge is able to access Device. This includes but is not limited to port filtering, firewalling, Ethernet switches, Ethernet cabling, hardware configuration, and operating systems.

### 4.2 Installation

LightEdge will contact Customer and coordinate the installation and configuration of any necessary software for Service. LightEdge will assist Customer as necessary in the installation and configuration of such software.

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

This section intentionally left blank.

### 4.5 Service Upgrades & Modifications

LightEdge may use other methods 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 back-up and migrate 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 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

LightEdge performs monitoring of Service availability. If Service is unavailable LightEdge support personnel are notified immediately and will begin efforts to restore service.

### 6.5 Notifications

If requested by Customer LightEdge will notify Customer within sixty (60) minutes of a Service outage via e-mail (to pager) notification Services. An outage is defined as any fifteen (15) consecutive minutes where the Service is unavailable. Customer is responsible for providing their own pager(s), a suitable e-mail-pager gateway, and up to two (2) corresponding e-mail addresses.

### 6.6 Maintenance

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

#### 6.6.1 Scheduled Maintenance

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

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

#### 6.6.2 Emergency Maintenance

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

### 6.7 Backup and Recovery

LightEdge will provide backup of Device as per the terms of the specific Service being provided to Customer.

Configuration backups will not protect applications or external systems related to Router. Examples include but are not limited to:

- External computers, servers, workstations or mobile devices
- Customer data
- SSL VPN configurations
- Active Directory or RADIUS account information

Configuration backups will not protect devices which are not covered by Service. Customer is responsible for maintaining Service on all Devices in a common cluster. LightEdge reserves the right to deny recovery assistance if Customer has only purchased Service for one device out of a cluster of similar devices. Examples include but are not limited to:

- Purchasing service on one router of a redundant pair
- Purchasing service on one switch in a StackWise cluster

Recovery assistance shall include installation of base operating system software and reapplication of last Device configuration that has been successfully backed up.

Execution of Disaster Recovery for this Service is further defined in LightEdge's Customer Operations Recovery Plan.

### 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 will begin on the Service Activation Date. The Service Activation Date shall be the earlier to occur of

- 1) the date on which Service is activated on first newly contracted Customer Device by LightEdge
- 2) 90 days from the date this Agreement is signed by Customer.

Customer is responsible for ensuring LightEdge has the ability to install any necessary software in a timely fashion.

### 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.

LightEdge controls the version of hardware and software running on its infrastructure and does not guarantee that it is compatible with any version changes made by the Customer on their network, server, OS or application infrastructure. It is the Customer's responsibility to ensure that any version changes planned on their infrastructure is compatible with LightEdge equipment and software. LightEdge can make available a testing schedule to test interoperability (additional charges may apply). LightEdge retains the right to change the version of software and hardware of its infrastructure and will provide Customer a notification of this change no less than sixty (60) days in advance.

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. LightEdge is not responsible for the unexpected use of Services on the part of the Customer whether by ex-employees, compromised user passwords or any other misuse of Customer accounts;

## 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.

- 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; and
- Vendor support contract, contact information or any other such service required to access patches, support information, manuals, or other information related to Customer Operating System and applications.

## 9.0 Service Conditions

Customer acknowledges that certain conditions outside of LightEdge's control may adversely impact the ability of LightEdge to perform functions of this service. Examples of such conditions are listed below.

- Customer task, software, scheduled job or other human intervention intentional or otherwise renders portions, complete files, or complete file systems unavailable
- Failure of Customer software or operating system
- Network connectivity issues between Customer Device and LightEdge backup platform

Customer acknowledges that in the event of a support issue, Customer is responsible for on-site cooperative testing with LightEdge Technical Support to assist in the diagnosis of the trouble.

Customer acknowledges that certain activities are excluded from the terms of this Service and may subject the Customer to additional fees beyond the scope of this Service.

- Any major change in network or physical infrastructure
- Activities related to any lawsuit, legal inquiry, e-discovery or other unforeseen request
- Any 3<sup>rd</sup> party attempt, successful or otherwise, to fix hardware issues on Device
- Physical re-location of Device

Truck rolls shall be performed at the discretion of LightEdge. At the request of LightEdge Customer shall be responsible for shipping Device to LightEdge for fulfillment of Service features.

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>



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.

### 10.4 Availability SLAs and Goals

There are no Availability SLAs or Goals with this Service.

### 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
10 days	Failure to meet the goal does not qualify the Customer for any Service credit.

**10.6.2 Monitoring SLA**

The Monitoring SLA goal is measured from the time an outage is detected by LightEdge monitoring systems until such outage is reported to Customer by the agreed upon 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 SLA goal.

SLA	Remedy
10 minutes	Each failure to meet the goal qualifies Customer for a credit of 1% of MRC per event

**10.6.3 Initial Response Goal**

The Initial Response Goal is measured from the time an issue is first reported to LightEdge by the Customer until such issue has been responded to with an initial email or phone call. Resolution of the issue will not be considered to be part of this Goal.

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

**10.6.4 Resolution Response Goal**

The Resolution Response Goal is measured from the time an issue is first reported to LightEdge by the Customer until such issue has been assigned to a technician and that technician has begun working on the issue. Resolution of the issue will not be considered to be part of this Goal.

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