

This **Power Disaster Recovery 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

**Agent:** "Agent" refers to the piece of software typically installed on the Customer Server which facilitates the transport of the Image between the Customer Server and the Service.

**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.

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

**Image:** "Image" refers to the Customer Data being protected by Service.

**Off-net:** "Off-net" refers to a customer location which is not directly connected to the LightEdge network with a LightEdge managed circuit.

**On-net:** "On-net" refers to a customer location which is directly connected to the LightEdge network with a LightEdge managed circuit.

**Server:** "Server" refers to the Customer virtual machine receiving "Service".

**Service:** "Service" refers to the systems, equipment and interfaces used to provide Backups 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.

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

## 2.0 Service Description

### 2.1 General

LightEdge Disaster Recovery Service is an end-to-end offering of Disaster Recovery management that overlays LightEdge Data Protection services.

This Service requires the following components:

**Source Platform:** This is the primary application or data being protected. It may be provided by the Customer or by LightEdge via the Power Cloud service offering.

**Data Protection:** This is the backup or replication technology used to copy data from Source to Recovery. This Service must be purchased from LightEdge separately.

**Recovery Platform:** This is the standby platform for application or data recovery. For Standard level of Service Customer must procure Power Recovery Cloud services from LightEdge. For Premium level of Service Customer must procure additional Power Cloud services from LightEdge.

LightEdge is responsible for sending Customer Data from the source platform to the recovery platform. LightEdge will procure and manage the target platform for storing Customer Data. LightEdge is responsible for ensuring that the Recovery Platform is functional as a replacement for the Source Infrastructure within the terms of this SLA.

Service requires administrative level access to the Customer's Servers.

### 2.2 Levels

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

**Standard:** This level of Service is intended to meet Recovery Time and Point Objectives (RTO/RPO) of days. It includes an annual test of Service.

**Premium:** This level of Service is intended to meet Recovery Time and Point Objectives (RTO/RPO) of hours. It includes a quarterly test of 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 Service platform to Server(s). Service requires dedicated Ethernet transport. LightEdge reserves the right to limit availability of Service even if suitable network transport exists between LightEdge and Customer Server.

Service can be provisioned and used over the Internet with limitations. Use of Service across any network transport other than that defined above shall absolve LightEdge of any liability should Service be adversely affected.

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

LightEdge will deliver service to Customer using one of the following variations.

**Standard:** Standard Service is delivered to Customer via a Data Protection technology that performs regularly scheduled "backups" of source platform. These backups are stored in a geographically separate location from the source platform.

**Premium:** Premium Service is delivered to Customer via a Data Replication technology that performs regular (or real-time) replication of data from source platform to recovery platform. This replica copy of data is stored in a geographically separate location from the source platform.

### 2.5 Features

This section intentionally left blank.

### 2.6 Moves, Adds and Changes

This section intentionally left blank.

### 2.7 Limitations

This Service does not include any external business recoverability planning or connectivity needed to allow for the use of the data and applications being protected.

## 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 Disaster Recovery product.

### 3.1 Professional Services

LightEdge offers the following Professional Services for an additional fee:

- Backup and Restoration testing
- Complex Backup configuration
- Designing backup and DR solutions
- Backup Network Design
- Training

## 4.0 Service Delivery

### 4.1 General

It is Customer's responsibility to ensure that all Users' computers 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.

### 4.2 Installation

LightEdge is responsible for installation of all underlying technologies and software required to support Service.

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 fifteen (15) minutes of a Service outage via e-mail (to pager) notification Services. LightEdge will monitor connections to the IP address of the customer router. An outage is defined as any fifteen (15) consecutive minutes where the connection is unavailable. If an outage is determined, LightEdge will generate an e-mail notification to Customer. 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 P.M. to 4:00 P.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 Backups

LightEdge will maintain backups of the Service platform for Disaster Recovery purposes only.

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 Server or 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.

The Customer is responsible for the final selection of the amount of storage required to hold their backup data (this is referred to as the "Contracted Amount") and reflects what the Customer will pay as a minimum monthly fee for storage.

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;
- Cooperative testing of all Customer-provided hardware, software, and Services for compatibility with Service; and
- Designating an Authorized Contact(s) to be the point of contact to interface with LightEdge Technical Support.

- Customer task, software, scheduled job or other human intervention intentional or otherwise renders portions, complete files, or complete file systems unavailable to Service
- Failure of Customer software, operating system, Agent or Service
- Network connectivity issues between Customer Server and LightEdge Service including but not limited to packet loss, lack of sufficient network capacity to support required backup bandwidth
- Backup job in seeding status

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 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>

## 9.0 Service Conditions

### 9.1 Backup services

Customer acknowledges that certain conditions outside of LightEdge's control may adversely impact the ability of LightEdge to perform successful backups or restores of customer data. Examples of such conditions are listed below.

### 9.2 Restore services

LightEdge will be responsible for restoring data within the requirements of this service agreement. Customer will bear responsibility for getting server and applications up and running. LightEdge reserves the right to bill customer at standard rates for providing additional assistance relating to a restoration request.

Customer data contained within a backup job that has expired or has exceeded defined retention cannot be recovered.

## 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.
- Use of Service across any circuit or path without sufficient bandwidth to support Service. This could include but is not limited to Internet (whether delivered and/or managed by LightEdge or not), public peering arrangements, and 3<sup>rd</sup> party cross connects.

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

**10.6.3 Storage Capacity SLA**

The Storage Capacity SLA refers to the minimum monthly commitment level (MMCL) of storage space Customer has contracted for. An event is defined as each instance in which service attempts to run a “job” and storage contracted for is unavailable. Storage needs exceeding the Customer MMCL are not subject to SLA remedies.

Goal	Remedy
100%	Each failure to meet the goal qualifies Customer for a credit of 10% of MRC per event

**10.6.4 Restoration SLA**

The Restoration SLA is measured from the time a ticket is opened requesting initiation of disaster recovery procedures to the time that applications and data are available on the recovery platform. During periods of force majeure the Restoration SLA will not apply.

For emergency goal to apply customer must state that restoration request is an emergency and this must be noted as such in the restoration request ticket. Emergency goal shall not apply for an unstated emergency request.

Goal	Remedy
2 days for Standard 4 hours for Premium	Each failure to meet the goal qualifies Customer for a credit of 100% of MRC per event

**10.6.5 Recoverability SLA**

The Recoverability SLA refers to the integrity of the data being stored on Service.

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

Recoverability SLA shall not apply to files that have not been backed up by Service, customer data or files that have been corrupted on original Server prior to backup by Service, open files that cannot be successfully backed up, data that was backed up as part of a failed backup job or transient data structures such as but not limited to Windows registry files, swap files or Unix device files.

Recoverability SLA shall only apply if Customer utilizes agents and best practices recommended by LightEdge. Recoverability SLA shall not apply to SQL, Exchange or other applications not backed up via recommended application agent. Recovery SLA shall not apply to data backed up by 3<sup>rd</sup> party application or service prior to backup by LightEdge Service.

Recovery SLA shall not apply to any data offloaded to external media at the request of customer such as but not limited to tape or external disk drive.

Goal	Remedy
100%	Each failure to meet the goal qualifies Customer for a credit of 100% of Service provided for affected Server not to exceed single billing period