

This **Cloud Hosting 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.

**Codeword:** "Codeword" 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 Center:** "Data Center" refers to the physical space within a facility used for hosting of customer equipment.

**Data Infrastructure:** "Data Infrastructure" refers to the Ethernet Switching, Wide Area networking and Internet components available in the Data Center. All access to the Data Infrastructure is contracted separately and use of such is not implicitly or expressly provided by this Service.

**Equipment:** "Equipment" refers to Equipment that LightEdge has deployed in LightEdge managed facilities to provide service to Users.

**Server:** "Server" refers to the Computer being provided as part of Service.

**Service:** "Service" refers to the systems, equipment and interfaces used to provide the Cloud Hosting Service 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 will provide Cloud Server(s) including platform, hardware configuration, operating system software ("OS"), and quantity as selected by Customer. LightEdge will procure such Cloud Server(s), install the selected OS, and configure the network interface card(s) ("NIC") with an Internet Protocol ("IP") address accessible within the LightEdge Network and the general Internet. LightEdge will place such Cloud Server(s) in LightEdge datacenter facilities and make available for IP network access via the LightEdge Network and the general Internet. LightEdge will be responsible for management and maintenance of the Cloud Server(s) hardware.

LightEdge includes Basic Managed Computer Support with this product at no additional charge. The terms of service provided with this service include:

- Basic ICMP and IP port monitoring
- Remote hands support

LightEdge maintains a Portal System for the management of Cloud Servers. LightEdge will make Portal access available to Customer.

### 2.2 Levels

Service will be made available to Customer via the following base offering:

- 1 vCPU
- 1GB RAM

### 2.3 Availability

The availability of Service is dependent on existence of a suitable network transport from LightEdge to User(s). LightEdge reserves the right to limit availability of Service even if suitable network transport exists between LightEdge and Users.

LightEdge also reserves the right to limit service availability in the event that necessary service components including, but not limited to, electrical power, cooling capacity,

cabling, rack space, switching/routing/network infrastructure, application software, etc. are either unavailable or unattainable at a reasonable cost to LightEdge.

### 2.4 Delivery

This section intentionally left blank.

### 2.5 Features

This section intentionally left blank.

### 2.6 Moves, Adds and Changes

This section intentionally left blank.

### 2.7 Exceptions

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.

### 3.1 Cloud Upgrades

LightEdge offers hardware upgrades for a monthly fee of the following types:

- vCPU
- RAM

### 3.2 Managed Computer Support - Premium

LightEdge offers upgraded server management for a monthly fee. Upgraded server management includes:

- Advanced SNMP or WMI-based monitoring
- Advanced operating system installation support
- Operating system and application post-installation support
- Operating system and application patching

### 3.3 Microsoft SPLA Licensure

LightEdge resells selected Microsoft OS and application software licensure under the SPLA Agreement. This software is available at a monthly fee for Cloud Server customers.

### 3.4 Managed Backup and Recovery

LightEdge offers a Managed Backup and Recovery service to Cloud Server Customers. LightEdge recommends utilizing this Service for backing up Cloud Servers. See the Managed Backup and Recovery Service Description document for additional information.

### 3.5 Hosted Storage

#### 3.5.1 NAS

LightEdge maintains fiber-attached SAN storage for Customer use on all Virtual Servers. RAID5, RAID6 and RAID10 fiber-attached storage is available in 1GB increments on a network attached storage array at an additional cost and is accessible via CIFS or NFS.

#### 3.5.2 SAN

LightEdge maintains fiber-attached SAN storage for Customer use on all Virtual Servers. RAID5, RAID6 and RAID10 fiber-attached storage is available in 1GB increments on a fiber-channel storage arrays at an additional cost and is accessible via FC or FCoE.

### 3.6 Firewall Services

LightEdge offers a Managed Security product that includes a variety of firewalls. Cloud Server customers are required to maintain a firewall in front of the Cloud Server. See the Managed Security Service Agreement for more information.

### 3.7 DNS

LightEdge operates a geographically redundant DNS platform for Customer use. LightEdge will assist in the registration or modification and migration of domain registration records to LightEdge Primary and Secondary Domain Name servers. LightEdge will provide Primary and Secondary hosting of such DNS records.

### 3.8 Load Balancing

LightEdge offers a Load Balancing Service. This service tracks network sessions and server availability in real time, directing each session to the most appropriate server. This service is available for additional monthly fees on a per real server basis. A real server is defined as each distinct IP configured in the load balancing devices and designated as a valid destination for sessions.

### 3.9 E-mail Services

LightEdge offers a variety of e-mail services as separate products.

### 3.10 Internet Bandwidth

Bandwidth for internet traffic is available for Cloud Server customers. This service is typically offered on a "per GB" basis. See the Business Internet Service Agreement for additional information.

### 3.11 Additional Data Center and Network requirements

At times, Cloud Server customers require additional infrastructure in for their Cloud Servers. These may include, but are not limited to, Ethernet ports, fiber ports, cross-connects, cabling, IP Addresses and special network configurations. These may or may not be available depending on circumstances and there may be additional costs associated for these items.

## 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, Customer-owned servers and operating systems. LightEdge will ensure that each Cloud Server is connected properly to the LightEdge network.

### 4.2 Installation

Upon procurement of the Service hardware, LightEdge will assemble the server, rack the server and provision one or more of the following for the Virtual Server product as required:

- Rack space units
- Power ports
- KVM ports
- Network Infrastructures
  - Ethernet ports
  - VLANs
  - Subnets
  - Routing

LightEdge will install the base OS for Cloud Servers. Basic Installation fees will be included for SPLA Licensure purchased through LightEdge and for select open source Linux distributions. LightEdge will provide media and license keys as necessary for these OS installations. Additional OS configuration may be billable.

Customer-owned or GPL licensure may be used on LightEdge Cloud Servers, but LightEdge provides no guarantee for functionality on LightEdge owned Servers for said OS software. Customer is responsible for providing all media and license key information to LightEdge prior to the OS installation for these servers. All installation and consulting time relating to non-LightEdge OS Software will be billable.

Once the OS installation is complete, LightEdge staff will configure the Cloud Server's networking components, setup a basic administrative user account and make the server available to the Customer. Once the Customer has verified that the Server is available and functioning properly, the Service will be considered active and billing will commence. Administration and patching of the OS is the responsibility of the Customer after Service Activation.

If additional configuration work is required due to limitations of the Customer Network or other server/application requirements, LightEdge reserves the right to bill Customer at current hourly rates. Reinstallation of the OS dues to such circumstances may be deemed billable. LightEdge is NOT responsible for and will not be obligated to provide any support of or assistance in configuration, installation, administration, troubleshooting, maintenance or repair of any Customer equipment and software, or integration of such equipment and software into the Customer Network.

### 4.3 Cabling

LightEdge provides basic network cabling to Cloud servers owned by LightEdge and provisioned for Customer use. LightEdge reserves the right to limit any cabling requests from Customer. If non-standard cabling is allowed, additional charges may apply to accommodate such cabling.

LightEdge reserves the right to bill Customer at current market rates for any cabling required to support Service. LightEdge reserves the right to use outside cabling contractors to perform this cabling work.

### 4.4 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.

## 5.0 Equipment

### 5.1 Equipment Requirements

Customer is responsible for all equipment used to access Service

### 5.2 Equipment Configuration

Customer is responsible for all Equipment configuration changes not specifically outlined herein. Customer is responsible for any Equipment modifications necessary at Customer Premise to accommodate Service outlined herein.

### 5.3 Equipment Failure

LightEdge is responsible for the maintenance and/or replacement of failed Cloud Server hardware.

## 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 Codeword. Codeword 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 Codeword.

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 Codeword for any CPNI related requests. Requests to change a contact on the list or to change the Codeword 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 Codeword. E-mail and fax requests must be submitted without the Codeword. Customer contact will be called to verify Codeword. E-mail requests that include the Codeword will be denied and the client Administrative Contact will be notified and required to change the Codeword.
- 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 Cloud Servers, 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. Requests for service changes or information are accepted from any Authorized Contact per conditions and procedures described above in Section 6.1. 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

At Customer's request, LightEdge will provide basic monitoring of Service availability. Availability monitoring and reporting may require Internet Control Message Protocol ("ICMP") and/or Simple Network Management Protocol ("SNMP") access to Equipment from a LightEdge designated IP and/or IP subnet. LightEdge will provide e-mail notification of Service availability issues. LightEdge will provide 24 x 7 responses to Customer or NOC initiated alarms for Service availability issues.

## 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. 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

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 two (2) business day 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.

LightEdge reserves the right to perform emergency Service or network maintenance as needed outside this 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.

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

## 6.7 Managed Backup and Recovery

Unless Customer has contracted for Managed Backup and Recovery service LightEdge makes no warranty or representation of any data backup with this Service.

## 7.0 Billing

### 7.1 Service Activation Date

Billing for the Service Component will begin on the Service Activation Date, as specified below, for the specific Service type.

The Service Activation Date is the date on which Service is activated for Customer by LightEdge. The Service Activation Date may or may not correspond to the date Customer first uses Service.

## 8.0 Customer Requirements

Customer shall be fully responsible for the following:

- All security for its Services and systems used or accessible in connection with Service.
- Maintenance of the User accounts on the Cloud Server, including secure passwords
- Testing of all Customer-owned 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.
- Security of the OS and Applications installed on the Cloud Server(s)
- Patching of the OS and Applications installed on the Cloud Server(s)

## 9.0 Service Conditions

Customer acknowledges that in the event of a service 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. Current Acceptable Use Policy can be found here: <http://www.lightedge.com/legal>

## 10.0 Service Level Agreements

### 10.1 General

LightEdge will be the sole party to determine whether LightEdge has not met any of the Service level agreements specified herein. LightEdge reserves the right to change or discontinue any or all of the Service level agreements detailed below at any time without notice to the Customer. Customer must at all times cooperate with LightEdge in testing, determining and verifying that a qualifying Service outage has occurred.

### 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 periods of maintenance or upgrades.

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, three (3) month's 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 charged to the Customer or collected by LightEdge.

### 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 (i.e. POTS line) whether provided by LightEdge or by third parties, or Equipment when 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.
- 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.
- 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.
- Over 30 day past due balance on any billing or service with LightEdge.

In addition, Service SLAs do not apply (a) 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, (b) for Service interruptions, deficiencies, degradations or delays not reported by Customer to LightEdge, (c) where Customer reports an SLA failure, but LightEdge does not find any SLA failure, and (d) when Service is dependent upon other Service with lower SLA.

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

None yet identified.

### 10.4 SLA Classifications

#### 10.4.1 Availability

"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.

## 10.4.2 Performance

Performance SLAs apply if Service is available in a degraded state. After Customer opens a ticket on Service issue LightEdge Technical Support will classify the issue. If LightEdge Technical Support determines that Customer service is available albeit with performance degradation the issue will be categorized as a "Service Performance" issue and all SLA remedies applicable to Service Performance will apply. Any SLA remedies not specifically defined as "Service Performance" SLAs will not apply to same Service issue. Service Performance SLA credits will not be given if Service Availability SLA credits are requested against same Customer issue.

## 10.4.3 Other

"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.

## 10.5 Availability SLA Goals

### 10.5.1 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.

Goal	Remedy
99.99% availability ~ 4.32 minutes downtime monthly	Each 15 minutes 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.

### 10.5.2 Service Repair SLA

For purpose of the Repair SLA, 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 within four (4) hours.

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

## 10.6 Performance SLA Goals

There are no Performance SLA Goals with this Service.

## 10.7 Other SLA Goals

### 10.7.1 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.

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

### 10.7.2 Provisioning SLA

For purpose of the Provisioning SLA, the duration of Provisioning shall be deemed to commence upon the signature of contract for Service by Customer and ends when the Service has been provisioned to the Customer.

Goal	Remedy
14 days	Failure to meet the goal does not qualify the Customer for any credit

### 10.7.3 Remote Hands Objective

For purpose of the Remote Hands Objective, the duration of a Service Outage shall be deemed to commence upon the initial request for Remote Hands service by Customer and ends when the Remote Hands service has been initiated by LightEdge.

Goal	Objective
4 hours	LightEdge will make all reasonable efforts to respond to Customer initiated requests for Remote Hands services within four (4) hours.