

1.0 Terminology

1.1 Authorized Contact

Representative authorized by Customer to request service changes using procedure outlined herein.

1.2 Customer

Customer is party LightEdge is entering into Service agreement with.

1.3 Equipment

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

1.4 Internet

"Internet" refers to the worldwide interconnection of various computer networks.

1.5 Managed Backup

"Managed Backup" refers to the LightEdge product set developed for backing up and restoring Customer data.

1.6 Service

"Service" refers to the systems, equipment and interfaces used to provide Managed Backup 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.

1.7 Users

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

2.0 Service Description

2.1 General

LightEdge offers an off-site tape storage and recovery option for its Managed Backup product. This option will provide scheduled Off-Site Data Protection via Tape Storage Vaulting.

2.2 Features

As scheduled by the Customer, LightEdge Solutions staff will generate a scheduled replica of a data backup to tape (LTO-3 media). Each tape is capable of storing 400G of uncompressed data. LightEdge reserves the right to switch media type. This replica is then securely transported to a dedicated, secure and environmentally-controlled vault in its records center in Des Moines, Iowa. A specific area within a vault will be consigned to house this media.

In the event the return of a particular tape from the LightEdge off-site facility is required, the Customer will contact LightEdge Solutions support and request that retrieval of the media occurs for the date that the replicated media image was created. LightEdge will retrieve the tape(s) from the offsite location and coordinate recovery efforts with the Customer. Customer is responsible for executing the restoration from tape to a specific location on disk

2.3 Availability

The availability of Service is dependent on a predetermined schedule for sending tapes off-site. Availability of tape retrieval is limited by the off-site tape archival facility drivers' schedules and/or the ability of LightEdge to retrieve tapes upon Customer request.

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.

3.0 Service Options

No Options currently exist for this service

4.0 Service Delivery

The offsite tape storage and recovery service is subject to all terms and conditions set forth in this document and any subsequent addendums.

4.1 General

The Offsite Tape Archival service is only offered in addition to the LightEdge Managed Backup product.

4.2 Installation

Upon the successful Service activation of the Managed Backup product, LightEdge engineers will configure Offsite Backups for the client. Once the initial Offsite Backup has occurred, the Service will be considered active and billing will commence.

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 Service Upgrades

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

LightEdge is responsible for all LightEdge-owned Managed Backup equipment used to create offsite tapes.

Customer is responsible for ensuring that Customer Collocated, Dedicated and/or Remote servers are configured properly to allow Offsite Backup jobs run properly. LightEdge requires Customer to maintain a suitable standard of equipment that sufficiently supports the normal operation of our backup applications. LightEdge reserves the right to cancel service, or portions of the service, if the equipment is deemed to be faulty or inadequate.

5.2 Equipment Configuration

LightEdge is responsible for the configuration of all Managed Backup servers and Storage Devices used to deliver the Offsite Tape Archival service.

5.3 Equipment Maintenance and Failure

LightEdge is responsible for the maintenance and replacement of the equipment used to provide the Offsite Tape Archival service.

6.0 Service Support

6.1 Authorized Contacts

A Customer contacting the LightEdge Technical Support Center to request an add, move or change and/or to request information on their account, must utilize one of two methods to define "authorized contacts".

6.1.1 Contact List

Customer shall provide a "contact list" which may contain up to two (2) contacts per service authorized to request service changes or information, including the name, email address and phone number for each contact. Requests to change a contact on the list may be submitted by any of the authorized contacts. Requests to replace the entire Customer contact list shall be submitted via fax to LightEdge on Customer company letterhead including a new set of contacts including the name, email address and phone number for each new contact. All requests are verified per procedure below.

- Requests for configuration information or changes are accepted only from documented, authorized client-organization contacts via email, fax or phone.
- E-mail and fax requests are verified with a phone call to the documented client contact. Phone call requests must be validated with an email request from a documented client contact.

6.1.2 Codeword

Should a Customer require more than two contacts, the Customer shall provide a codeword used to request service changes or information. The Customer must also specify an administrative contact that is authorized to change the codeword. Requests to change the administrative contact shall be submitted via fax to LightEdge on Customer company letterhead including the name, email address and phone number of the new administrative contact. All requests are verified per procedure below.

- Clients utilizing the codeword option must submit requests for configuration information or changes via email or fax - without the codeword. Email requests that include the codeword will be denied and the client codeword administrator will be notified to change the codeword.
- The request will be verified with a phone call to the requestor who must then provide the codeword to validate the request.

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. Requests for service changes or information are accepted from any Authorized Customer Contact per conditions and procedures described above in Section 6.1. LightEdge will not perform any requested activity which may cause Service disruption unless initiated by an Authorized Customer Contact. LightEdge reserves the right to delay response on support tickets opened by anyone other than the Authorized Customer Contact.

LightEdge will not perform any requested activity which may cause Service disruption unless initiated by an authorized contact. LightEdge will not perform any changes to Service unless request is initiated by an authorized contact.

Communication between Customer and LightEdge not initiated by Authorized Customer 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 Repair Time Commitment

LightEdge will make all reasonable efforts to resolve problems resulting from Customer initiated trouble tickets for this Service within four (4) hours.

6.5 Monitoring

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

6.6 Maintenance

Maintenance window for disruptive work to service will be limited 12:00 A.M. to 4:00 A.M., local time, any day with requirement of two (2) business day notification to Customer prior to maintenance.

LightEdge will send an email 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 and 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.

7.0 Billing

7.1 Service Activation Date

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. Billing for the Service Component will begin on the Service Activation Date.

7.2 Monthly Commitment

Customer must maintain a Minimum Monthly Commitment Level ("MMCL") of Offsite Tape Archival service. Should Customer's use of the Service drop below the MMCL during the contract term, Customer will be billed and obligated to pay the Minimum Monthly Charge. Increase in service quantities may be made at any time.

Changes in the MMCL are allowed within 30 days of the install date. After 30 days, monthly billings cannot drop below this amount for the duration of the contract.

7.3 Service Usage-based

LightEdge will bill Customer monthly for the maximum number of off-site tapes in use by Customer during each calendar month.

8.0 Customer Requirements

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 fully responsible for providing to LightEdge at Customer's own expense and in a timely manner the following:

- All security for its Services and systems used or accessible in connection with Service.
- Cooperative testing of all Customer-provided hardware, software, and Services for compatibility with Service.

- Designating an Authorized Contact(s) to be the point of contact to interface with LightEdge Technical Support.
- All cabling necessary to support Service

Authorized Contact requirements, as outlined in Section 6, apply to any Customer instruction for the destruction of tapes.

Data Corruption Customer releases LightEdge from any liability of the corruption of Customer's data on media sent offsite.

9.0 Service Conditions

Value of Tapes Customer acknowledges that the value of stored items is limited to the cost of replacing the physical media.

Limitation of Liability LightEdge's liability, if any, for loss or destruction of or damage to the materials stored offsite with LightEdge is limited to the value of tapes stated above. LightEdge retains the right to provide replacement media or replacement cost for such loss or destruction or damage. LightEdge is responsible for replacement only when reasonable care has not been applied in exercising of this service. Tapes are not insured by LightEdge against damage or loss however caused. Customer may insure tapes through third-party insurers for any amount. Customer shall cause its insurers to waive any rights of subrogation against LightEdge.

Authorization: Customer Instructions Tapes may be delivered to Customer agents identified as representing the Customer on LightEdge authorization forms. Standard Authorized Contact requirements apply as outlined in Section 6 herein. Agents so identified shall have full authority to order any service for or disposal or removal of Customer tapes.

Confidentiality Confidential Information pertains to any information contained in the tapes. LightEdge will make commercially reasonable efforts to safeguard the confidentiality of the information.

Destruction of Tapes Customer releases LightEdge from any liability for reason of destruction of tapes pursuant to written instruction from the Customer. Standard

Service Warranty LightEdge represents and warrants that this service is delivered to the Customer using commercially reasonable efforts. The warranty is limited and shall not apply to service failures resulting from Customer's improper use of the service. In the event of LightEdge causing a breach of service warranty of any kind, Customer's sole remedy shall be LightEdge re-performing applicable services at no extra charge.

No Product Warranty LightEdge makes no express or implied warranties of product merchantability or fitness for any particular purpose.

Notice of Loss In the event of loss or destruction of or damage to a tape, LightEdge will provide notification to Customer via e-mail to an address provided by the Customer. Customer must ensure that the email address is valid.

Ownership Warranty Customer warrants that they are the owner of the tapes stored as part of this agreement and are authorized to direct their disposition as provided by this agreement. Customer shall reimburse LightEdge of reasonable expenses incurred from a dispute regarding ownership and resulting disposition.

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>

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 email 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

SLAs do not apply and LightEdge is not responsible for failure to meet an SLA resulting from:

- the conduct of Customer or Users of Business Service
- the 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.

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.

10.4 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
99.9% availability ~ 43.2 minutes downtime monthly	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.

10.5.2 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.

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
60 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
45 days	Failure to meet the goal does not qualify the Customer for any credit