

1. **Services/Rates.** This Service Schedule (“Service Schedule”) sets forth the terms applicable only to specific Services as noted herein. Customer will pay all applicable rates and fees set forth in the relevant Service Order and/or SOW. This Service Schedule is issued pursuant to, and is subject to, the terms of that certain Master Services Agreement between Customer and LightWave.
2. **Term.** The “Service Activation Date” and Initial Term for all Dedicated Server Services shall begin on the latter of (a) the date set forth in the applicable Service Order or SOW; or (b) the date on which LightWave has made the Service(s) available to Customer.
3. **Separate Billing.** Notwithstanding anything to the contrary in the Agreement, if LightWave partially begins providing a Service, LightWave reserves the right to commence billing for such Service on a pro rata basis.
4. **Service Definition.** “Dedicated Server Service(s)” will consist of the provision of dedicated servers (“Dedicated Servers”), owned by LightWave, for the exclusive use of the Customer. The Dedicated Server Service will be remotely managed by the Customer and no direct, physical access to Customer’s Dedicated Server (or facilities in which they are located) will be provided to Customer.
5. **Server Initial Configuration.** Upon acceptance in writing of a Service Order for Dedicated Server Service(s), LightWave will provide the Customer with a Dedicated Server consisting of hardware that meets or exceeds the performance of the specifications of the Dedicated Server described on the Service Order. LightWave will perform, at the beginning of the Initial Term, the initial installation of the chosen operating system as specified on the relevant Service Order, subject to the receipt of all requested information.
6. **Server Administrative Access.** The Customer may be provided full administrative access and privileges to any Dedicated Server ordered from LightWave. For the purposes of Dedicated Server Services, full administrative access shall refer to full access using a remote connection to the operating system of the Dedicated Server such as SSH for Linux or Remote Desktop for Windows Server. However, if LightWave is required to investigate any Service impacting issues that are later found to be caused by, or related to, configuration changes or actions performed by the Customer, SLA Credits will not be payable and LightWave reserves the right to charge pro rata for any time/resources used in either investigating, implementing a work-around or restoring the Service, including any re-installation and configuration of the operating system and applications.
7. **Server Environment.** LightWave will use reasonable endeavors to cause the Dedicated Server Service to be provided from a facility that offers an appropriate physical environment for the Dedicated Server(s) including redundant HVAC systems, 24x7x365 fully manned security, video surveillance, biometric access control systems, and a suitable fire suppression system.
8. **Global Internet Access.** LightWave will provide each Dedicated Server provisioned for Customer use with Dedicated Internet Access (“DIA”) Service. DIA Service is a dedicated IP transit service providing access to the LightWave IP Network and the global internet. The connection speed for the DIA Service, limitations on the amount of bandwidth that is available for Customer use in conjunction with the DIA Service, any overage charges that may be assessed should the Customer exceed the specified limitations, and other related matters, if any, will be specified on the Service Order.

- 8.1. IP Addresses. If LightWave assigns Customer any IP Addresses, such IP Addresses shall revert to LightWave upon expiration or termination of Service for which the IP Addresses were assigned. Customer shall cease using any assigned IP Addresses immediately upon the expiration or termination of the Service.
9. Server Monitoring. LightWave will monitor the DIA network interface to the relevant Dedicated Server via simple ICMP ping in 5-minute intervals for all Dedicated Server Services unless the Customer prohibits such access via any firewalls or similar devices.
10. Acceptable Use. Customer shall use Dedicated Server Services and associated DIA Service in accordance with LightWave's Acceptable Use Policy which may be modified from time to time. The current, in effect, Acceptable Use Policy will be maintained on LightWave's public facing website at <http://www.lightwavenetworks.com> or in an alternative location by providing Customer written notice.
11. Relocation of Dedicated Server Equipment. LightWave shall be entitled, upon a minimum of twenty (20) days written notice to Customer (except in the case of damage to the LightWave facility by fire or other casualty, in which case LightWave shall give Customer prompt notice thereof), to the relocate the Dedicated Server in use by Customer to a new location within the LightWave facility, or to change the LightWave facility used to provide Dedicated Server Services, provided that such new location is located within a seventy-five (75) mile radius of the existing LightWave facility that Customer is receiving Dedicated Server Services from. LightWave shall bear all costs of such changes and relocation directly attributable to the physical relocation of the Dedicated Server equipment, including internal recabling of all interconnected Dedicated Server equipment provisioned for Customer use. In the event of a relocation of Dedicated Server equipment, Customer waives all rights and remedies of any applicable Service Level Agreements for a twelve (12) hour period of time (the "Relocation Period") to allow LightWave sufficient time to execute such relocation in accordance with best practices provided that, (i) Customer was given the twenty (20) day written notice that a relocation of Customer equipment was going to occur provided for in this section, (ii) Customer was given two (2) weeks prior written notice of the date and time(s) of the Relocation Period, and (iii) the Dedicated Server equipment provisioned for Customer's use had not been relocated by LightWave under the provisions of this section for the previous three (3) years. Nothing in this section shall impose any liability on LightWave for any costs incurred by Customer in relation to any Customer-arranged local access circuits, including but not limited to, the costs of terminating, moving or re-ordering any such local access circuits.
12. Server Management.
- 12.1. Unmanaged Server. Unless stated otherwise on the relevant Service Order, all Dedicated Server Services offered by LightWave are unmanaged Dedicated Servers. Customer shall be solely responsible for management of the Dedicated Server including, but not limited to, application installation, configuration, and maintenance, installation of operating system and installed application security updates and patches, troubleshooting server performance, monitoring the health of Dedicated Server hardware, virus/malware prevention and removal, and the maintenance of data backup that meets Customer's data protection requirements (as determined solely by Customer). All alerts related to the server monitoring provided by LightWave in accordance with this Service Schedule will be sent to the Customer by email to an email address designated by the Customer that may be updated from time to time by opening a support ticket with LightWave requesting such change.

- 12.2. Patch and Monitor Managed Server. In the event Customer elects to use LightWave's Patch and Monitor Service for Dedicated Server Service(s), such election shall be specified on the relevant Service Order and the following terms and conditions will apply to the Dedicated Server:
- 12.2.1. LightWave will monitor the DIA Network interface to the relevant Dedicated Server via ICMP ping in 1-minute intervals. In addition, LightWave will monitor the health of the Dedicated Server Memory, Fans, Power Supplies, System Temperatures, System Voltages, and RAID array (including physical disks and cache battery, when applicable) using SNMP polling in 4-hour intervals. In the event the Dedicated Server platform chosen by the Customer does not support SNMP polling of one or more of the server resources outlined above, LightWave shall notify Customer about LightWave's inability to monitor the specified server resource prior to the Service Activation Date or as soon as practicable. Provided such notice is given, LightWave shall not be responsible for monitoring the specified server resource. All monitoring notices and alerts shall be received and dealt with by the LightWave support team.
- 12.2.2. LightWave will apply security updates, hot fixes, service packs, and updated versions of packages as supplied by the vendor of the operating system or supported applications (the "Updates") on a monthly basis in coordination with Customer. LightWave will usually provide Customer with seven (7) days advanced notice as to the time and date that such Updates are to occur. Except for Updates indicated to be critical security updates by the operating system or supported application vendor, all Updates will be applied during the Normal Maintenance Periods as specified on the SLA Attachment unless a time and date outside of the Normal Maintenance Periods is agreed to by the Customer in writing. Unless specifically denied in writing by Customer, critical security updates will be installed by LightWave during the next Emergency Maintenance Period as described on the SLA Attachment. LightWave will use commercially reasonable efforts to notify Customer of LightWave's intent to install such critical security updates during the next Emergency Maintenance Period.
- 12.2.3. LightWave will notify the Customer upon completion of the installation of any Updates. If there has been an issue with any Upgrade which affects Customer applications and Customer notifies LightWave's support team in writing of such issue, LightWave will rollback the Upgrade as soon as commercially feasible. LightWave will make reasonable efforts to provide the Customer with the technical information needed to resolve the relevant issue. Notwithstanding the foregoing, Customer shall be solely responsible for resolving the relevant issue prior to the next scheduled monthly update, if any.
- 12.2.4. In the event Customer declines and/or requests that certain Updates be postponed or rolled back, Customer explicitly relinquishes the rights specified in the SLA Attachment as it pertains to the Updates declined, rolled back, or postponed by the Customer's request.
- 12.2.5. Except as explicitly set forth in this Section 11.2 of this Service Schedule, Customer will be solely responsible for day to day management of the Dedicated Server. This includes but is not limited to, application installation, configuration, and maintenance, troubleshooting server performance, virus/malware prevention and removal, and the maintenance of data backup that meets Customer's data protection requirements (as determined solely by Customer).

12.3. Fully Managed Server. In the event Customer elects to use LightWave's Fully Managed Service for Dedicated Server Service(s), such election shall be specified on the relevant Service Order and the following terms and conditions will apply to the Dedicated Server:

12.3.1. LightWave will monitor the DIA Network interface to the relevant Dedicated Server via ICMP ping in 1-minute intervals. In addition, LightWave will monitor the health of the Dedicated Server Memory, Fans, Power Supplies, System Temperatures, System Voltages, and RAID array (including physical disks and cache battery, when applicable) using SNMP polling in 2-hour intervals. Further, LightWave will monitor the Disk Usage, Memory Usage, and CPU Usage/Load Average (Operating System Dependent) in 30 minute intervals. In the event the Dedicated Server platform chosen by the Customer does not support SNMP polling of one or more of the server resources outlined above, LightWave shall notify Customer about LightWave's inability to monitor the specified server resource prior to the Service Activation Date or as soon as practicable. Provided such notice is given, LightWave shall not be responsible for monitoring the specified server resource. All monitoring notices and alerts shall be received and dealt with by the LightWave support team.

12.3.2. LightWave will apply security updates, hot fixes, service packs, and updated versions of packages as supplied by the vendor of the operating system or supported applications (the "Updates") on a monthly basis in coordination with Customer. LightWave will usually provide Customer with seven (7) days advanced notice as to the time and date that such Updates are to occur. Except for Updates indicated to be critical security updates by the operating system or supported application vendor, all Updates will be applied during the Normal Maintenance Periods as specified on the SLA Attachment unless a time and date outside of the Normal Maintenance Periods is agreed to by the Customer in writing. Unless specifically denied in writing by Customer, critical security updates will be installed by LightWave during the next Emergency Maintenance Period as described on the SLA Attachment. LightWave will use commercially reasonable efforts to notify Customer of LightWave's intent to install such critical security updates during the next Emergency Maintenance Period.

12.3.3. LightWave will notify the Customer upon completion of the installation of any Updates. If there has been an issue with any Upgrade which affects Customer applications and Customer notifies LightWave's support team of such issue, LightWave will rollback the upgrade as soon as commercially feasible. LightWave will make reasonable efforts to resolve the relevant issue and provide the Customer with the technical information needed to resolve the relevant issue. LightWave will not accept responsibility however for any code or other modification or updates needed to Customer software in such an event.

12.3.4. In the event Customer declines and/or requests that certain Updates be postponed or rolled back, Customer explicitly relinquishes the rights specified in the SLA Attachment as it pertains to the Updates declined, rolled back, or postponed by the Customer's request.

12.3.5. LightWave will undertake the initial configuration of the Dedicated Server, including, but not exclusively, the operating system, initial supported application installations, configuration of the Dedicated Server for use as a virtual host, and the configuration of regularly scheduled backups using the supported application backup software as indicated

by the Customer in the initial Dedicated Server provisioning request which shall be made using the LightWave Ticketing System.

- 12.3.6. Upon Customer written request, LightWave will make simple configuration changes to the operating system and supported applications in accordance with the SLA Attachment provided such change requests are made by an authorized Customer contact and the request is made via the LightWave Ticketing System.
- 12.3.7. LightWave reserves the right to charge administrative fees for additional configuration requests beyond the average volumes per month.