

ADDENDUM TO THE MASTER SERVICE AGREEMENT DEDICATED AND BROADBAND IP SERVICES

This Addendum for Dedicated and Broadband IP Service is made by and between iGEM Communications LLC, dba Globalgig, a Texas LLC, and its Affiliates and the customer identified on the applicable Service Order (“Customer”) and is part of their Master Service Agreement between the Parties (“Agreement”). Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

1. Service Description. Customer acknowledges and agrees that all IP addresses provided by Globalgig shall remain the property of Globalgig and are non-transferable.
 - 1.1 Dedicated Public IP Service. Globalgig provides enhanced data networking that routes data traffic throughout the World over an Internet Protocol (IP) network (“Network”). Customer may gain access to the Network to transport traffic from its or its customer sites to the public Internet using any of the Service types herein.
 - 1.2 Burstable IP Service. For burstable IP Services, Customer will be charged monthly for the committed bandwidth at the per Mbps rate specified. If Customer’s sustained (95th percentile) utilization is greater than the monthly committed usage, Customer will be assessed a usage charge on the overage amount (i.e., sustained usage minus committed usage) multiplied by the per Mbps rate specified. Sustained usage is calculated by measuring Customer’s inbound and outbound bandwidth utilizations every five (5) minutes. At the end of each month, the inbound and outbound sample sets for that month are separately ordered from highest to lowest and the top five percent (5%) of the samples are discarded. The next sample is the 95th percentile sample, and the maximum of the inbound 95th percentile and outbound 95th percentile utilization is considered the sustained utilization for the Circuit. Customers ordering Gigabit Ethernet Access for Burstable IP Service must commit a monthly minimum of 100 Mbps or more, burstable to the port’s full maximum capability.
 - 1.3 Aggregate Billing for Public IP Service. For the Aggregate Billing for Public IP Service, the sustained utilization of each port will be calculated using the 95th percentile platform as described above. The 95th percentile reading of each port will be added together at the end of each month to calculate the aggregate utilization. Billing is based on whether the aggregate utilization has exceeded Customer’s aggregate commitment. If Customer aggregate utilization is less than the aggregate commitment, Customer is only responsible for the aggregate commitment amount. If Customer’s aggregate utilization is greater than the aggregate commitment, Customer is responsible for the aggregate commitment plus the overage amount.
 - 1.4 Broadband Digital Subscriber Line Access Service. Digital Subscriber Line Access Services provides transmission service over local exchange service facilities that can be used to access a Public IP Service (“DSL Service” or “Service”). DSL Service is provided by utilizing Asymmetric Digital Subscriber Line (ADSL) technology. ADSL is a network technology that utilizes single line service and special modems to provide high-speed data access. DSL Service is asymmetrical in that more bandwidth is delivered downstream to Customer than is delivered from Customer back to the Network. Speeds on the various plans will vary depending on many factors, including, but not limited to, the distance from the local service provider’s central office, Internet congestion, upload and download speed of the destination server. Globalgig will not provision DSL Service if Globalgig reasonably determines that it is not technically feasible over existing facilities that will cause interference problem with existing service. Customer is responsible for providing compatible Customer-provided equipment that is used for connection to DSL Service.
 - 1.5 Broadband Cable Access Service. Coaxial or fiber-optic cable Service provides a high-speed Internet connection over existing cable wires (“Cable Access Service” or “Service”). Connectivity is established between two (2) or more Customer endpoints under a unique Customer topology. Globalgig will supply an edge device at each Customer site that will be capable of receiving the Cable Access Service as specified in the Service Order. Unless otherwise specified on a Service Order, Globalgig will terminate fiber-optic cable on a patch panel or provide a coaxial outlet at an agreed upon Minimum Point of Penetration (MPOP) up to fifty (50) feet within each Customer site. If the hand-off point of the Cable Access Service at Customer’s site exceeds fifty (50) feet, Customer may be responsible for charges incurred for internal wiring.
2. Monthly Charges. Customer will be invoiced monthly in advance (prorated for any partial month) for each Service component and the charges for other services received. The first invoice shall be for the first two (2) months (prorated for any partial month) of the Service Term; each invoice thereafter shall be for the subsequent month. All usage Services are invoiced based on the usage for the immediately preceding month.
3. IP Addresses and Domain Name Registration. Upon expiration, cancellation or termination of this Addendum or an applicable Service Order, Customer agrees to return to Globalgig any IP addresses or address blocks assigned to Customer by Globalgig. If Globalgig deems it necessary, Customer may be required to renumber the IP addresses assigned to Customer by Globalgig. Where applicable, all fees associated with domain name registration and periodic maintenance of domain names are Customer’s responsibility. The registrar or Globalgig, on registrar’s behalf, will bill such fees directly to Customer. Such fees are not included in the price of the Service. Customer agrees to abide by the domain name registrar’s terms and conditions provided to Customer prior to obtaining domain name service from Globalgig. Domain name registration is limited to the following extensions: .net, .com, and .org. Globalgig does not guarantee that Customer’s choice of names is or will continue to be available for use as a domain name.

4. Security and Installation. The Internet is not a secure network. Confidential or sensitive information should not be transmitted over the Internet unprotected. Customer shall use firewalls, anti-virus, industry-standard anti-malware and intrusion prevention software, and other security devices. Customer shall promptly notify Globalgig in writing if there is actual or suspected fraudulent or other unauthorized use of the Service. Customer shall provide Globalgig with reasonable access to each Service location as necessary for Globalgig to review, install, inspect, maintain or repair any equipment necessary to provide the Services. Globalgig may perform an installation review of each Service location prior to installation of Services. Customer shall be responsible, at its own expense, for all site preparation activities necessary for delivery and installation of the equipment and the installation and ongoing provision of Services, including, but not limited to, providing electrical or other utility service, the relocation of Customer's equipment, furniture and furnishings as necessary to access the equipment and/or Services.
5. Broadband DSL and Cable Access Services Equipment and Software.
 - 5.1 Globalgig-Provided Software. Globalgig may provide, at no cost to Customer, software owned by Globalgig or its third-party licensors, providers, or suppliers in connect with Services hereunder ("Services"). Customer may use the Software in object code form only, on the hardware on which it is installed, only as part of or for the use with the Service and for no other purpose. Software may be accompanied by and end user license agreement. Customer's use of any Software is governed by and must be complied with the terms of that license agreement and this Addendum. Custom may not install or use any Software that is accompanied by or includes an end user license agreement unless Customer first agrees to all of the terms and conditions of the end user license agreement.
 - 5.2 If the Software is not accompanied by an end user license agreement, Customer is hereby granted a personal, revocable, non-exclusive, non-transferable license to use the Software (and any corrections, updates, and upgrades thereto), for the sole purpose of enabling Customer to use the Service.
 - 5.3 Customer may no de-compile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Software, otherwise reduce the Software to a readable form, modify, rent, lease, loan, use or reproduce, sublicense or distribute copies of the Software, or otherwise transfer the Software to any party. Customer many not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols, or labels app earing on or in copies of the Software. Customer is not granted any title or rights of ownership in the Software. Customer acknowledges that this license is not a sale of i ntellectual property and that Globalgig or its third-party licensors, providers or suppliers continue to own all right, title and interest , including but not limited to all copyright, patent, trademark, trade secret, and moral rights, to the Software and related documentation, as well as any corrections, updates and upgrades. Globalgig reserves the right to update or change the Software from time to time and Customer agrees to cooperate in performing such steps as may be necessary to install any updates or upgrades to the Software. The Software may be used in the United States only, and any export of the Software is strictly prohibited.
 - 5.4 IF AT ANY TIME DURING THE TERM GLOBALGIG PROVIDES CUSTOMER WITH FREE OR FOR-FEE SOFTWARE OR EQUIPMENT, INCLUDING, WITHOUT LIMITATION, CUSTOMER AND/OR NETWORK SECURITY SOFTWARE, CUSTOMER AGREES THAT ITS SOLE RIGHT TO RECOURSE, IF ANY, INCLUDING BUT NOT LIMITED TO DAMAGES FOR FAILURE OF SUCH SOFTWARE TO PREFORM, AS AGAINST THE MANUFACTURER OF SUCH SOFTWARE OR PERFIIPHERAL EQUIPMENT.
 - 5.5 Return of Equipment and Software. Customer understands and agrees that notwithstanding any other provision to the contrary, all equipment and materials installed or provided by Globalgig are and shall always remain the property of Globalgig, shall not become a fixture to the Service Location. Upon termination or expiration of a Service, Customer agrees to return to Globalgig all equipment (other than equipment Customer has purchased) which Globalgig has provided to Customer in connection with the Service, and to cease use of all the provided Software and immediately delete such Software from Customer's computer(s) and device(s). All equipment must be returned to Globalgig at any time Services are disconnected in the same condition in which they were received subject to ordinary wear and tear. In the event such equipment and/or Software is not returned to Globalgig within ten (10) calendar days following such termination or expiration, Globalgig reserves the right to charge Customer, and Customer agrees to pay, the then-current list price of the unreturned equipment and/or Software.
 - 5.6 DSL and Cable Access Operation. Customer solely responsible for obtaining, installing, configuring, and maintaining necessary equipment or Software updates, patches or other fixes, which are or may become necessary to access the DSL or Cable Access Service, and to operate Customer's computer(s) and device(s). The preceding obligations apply regardless of whether Globalgig or a third party provided the Software or equipment to Customer. Customer understands that DSL and Cable Access bandwidth is provided on a per line basis, and that the speed and bandwidth available to each computer or device connected to the network will vary depending upon the number and types of computers or devices using the DSL or Cable Access Service and the type of use (e.g., streaming media or downloading larger files). Only the manufacturer's warranties are included with any equipment or Software provided by Globalgig shall apply.
6. WAN / SDWAN Implementation Standards. Globalgig has implemented the following standards to minimize variances in order and provide a timely onboarding experience. Any delays in the delivery of the Service resulting from Customer, including but not limited to, lack of access or delayed Customer survey response may result in billing prior to solution completion.
 - 6.1 WAN Circuits:
 - Head-End circuits:
 - Will be ordered with /29 WAN blocks between Provider Edge (PE) and Customer Edge (CE).

- Branch office circuits:
 - Will be ordered with standard /30 WAN block unless “High Availability Hardware” if option is checked.
 - Will be ordered with /29 WAN block for High Availability Hardware installs.
- Circuits over any transport (MPLS, EVPN, VPLS, etc):
 - Billing commences on the A or Z side of the circuit on completion regardless of readiness of the other end.
- Handoff standards:
 - Will be ordered with RJ45 for up to 100Mbps circuits.
 - Broadband will be RJ45 in most all cases.
 - Speeds of 100Mbps+ Will be ordered as Single Mode Fiber with LC connectors.
 - Globalgig requires Customer’s site survey response within 10 business days of order. Customer may opt to have Globalgig perform a site survey for additional cost.
 - DEMARC will be MPOE unless otherwise requested. It is assumed that Customer will extend to DEMARC. Customer may request Globalgig to perform extension at additional cost.

6.2 LAN Service Side Delivery:

- Service Side (LAN side) delivery to Customer Firewall or LAN switches standard:
 - Globalgig will deliver up to (2) RJ45 handoffs per SDWAN appliance into Customer device for port speeds up to 1Gbps. These can be configured as LACP EtherChannel’s or as simple trunks into Active/Standby Customer device.
 - Globalgig will deliver up to (2) Multimode fiber (MMF) using OM3/OM4 Aqua fiber terminated to LC connectors for port speeds > 1Gbps. These can be configured as LACP EtherChannel’s or simple trunks into Active/Standby Customer device. Customer will need to provide 10G Short Range LC SFP+ modules for their devices to accommodate.
 - Any delays resulting in Customer not having proper equipment to accommodate the standard may jeopardize the install and will not delay billing commencement on the Globalgig services.
 - Globalgig Sales Engineering will include all optics required to interconnect Globalgig provided gear (i.e., WAN switch to Edge appliance, HA and stack cables, power cables etc.) in the bill-of-materials (BOM) when BOM is provided from Globalgig. Initial BOM is subject to change based on workshop discovery process.
 - Globalgig Lead Engineer and Project Manager will review the BOM after workshop and prior to hardware order to facilitate changes where necessary and execute appropriate change orders with Sales Engineering and Account Executive team. As discovery is critical to execution, Customer must:
 - Provide access to all relevant facilities for circuit termination and equipment deployment.
 - Provide network access to equipment that SDWAN edge gear will interface, e.g., LAN switching or Firewalls.

7 Acceptance of This Addendum. By accepting this Addendum, Customer agrees to receive and pay for the Service provided by Globalgig, including any subsequent Service Orders under the terms and conditions of this Addendum.

This Addendum is made part of and incorporated in the Agreement and constitutes the entire agreement by Globalgig and Customer pertaining to the subject matter hereof. Any and all Services pertaining to the subject matter hereof and active as of the Effective Date shall be governed by the terms and conditions herein.

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