

ADDENDUM TO THE MASTER SERVICE AGREEMENT SD-WAN SERVICES

This Addendum for SD-WAN Services is made by and between iGEM Communications LLC, dba Globalgig, a Texas LLC, and its Affiliates (“Globalgig”) 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. Software-defined wide area networking (“SD-WAN”) appliances optimally route application flows to intended destinations over multiple different media transports, including multiprotocol label switching (MPLS) circuits, Dedicated Internet Access (DIA), Broadband Internet, and LTE/4G/5G (“Service”). SD-WAN improves wide area network (WAN) performance through optimized traffic routing and may integrate security infrastructure, such as a next-generation firewall (NGFW). SD-WAN Services provided by Globalgig shall be furnished and used in accordance with the terms herein and in Globalgig’s Managed Network Service Addendum. SD-WAN Service solutions include:
 - 1.1 SD-WAN Essential.
 - Hardware monitoring and trouble resolution.
 - Option to monitor 3rd party circuits with LOA and Monitoring Onboarding form from Customer.
 - Monitoring consists of ping and SNMP from Globalgig end-point monitoring system.
 - Device and Interface visibility and reporting.
 - Up to 3 WAN interfaces (wired or wireless) on edge device.
 - Up to 2 LAN uplinks on edge device.
 - Up to 6 physical interfaces on L2 switch.
 - Globalgig can support options for more interfaces that are currently included on an individual case basis.
 - 1.2 SD-WAN Plus.
 - Essential level services +
 - Device firmware management.
 - Device configuration management.
 - Globalgig will utilize any vendor device orchestration portals to enhance monitoring and management systems where applicable.
 - 1.3 SD-WAN Premier.
 - Plus level services +
 - Tier 1 support bypass gets trouble and requests directly to Enhanced Support Team
 - Hardened LTE Out-of-Band Management (OOBM) service to covered SD-WAN edge device providing:
 - Enhanced Troubleshooting with remote encrypted two-factor console access to device.
 - Reduced Change Management Risk.
 - Improved RMA process.
2. Service Orders. Customer may submit a Service Order to Globalgig for SD-WAN Services. A Service Order includes, at a minimum, rates and charges, the requested originating and terminating location(s), quantity of Services or products, and the Service Term. An additional non-recurring and/or monthly recurring charge, which may not be otherwise reflected on the Service Order, may apply.
3. 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.
4. Use of the SD-WAN Services and Equipment. Any equipment owned and installed by Globalgig as part of the SD-WAN Service remains the property of Globalgig. Customer may not sell, lease, abandon or give away equipment, allow anyone other than Globalgig or its third-party vendor to service the equipment, or allow any third-party to use the equipment, other than on Customer’s behalf in connection with its use of the SD-WAN Service. Customer agrees not to disable or defeat any capacity-limiting feature of the equipment, or otherwise use the equipment at a greater capacity rate than the contracted rate. Further, Customer agrees not to use the equipment with any unsupported hardware or software or use the SD-WAN Service for any unlawful purpose. Equipment provided by Globalgig shall be furnished and used in accordance with the terms of Globalgig’s Leased Equipment Addendum.

5. Internet Connectivity. In order to provide SD-WAN Service, Customer's service location must have internet connectivity. Connectivity may be pre-existing or ordered in conjunction with the SD-WAN Service. If the underlying connectivity is terminated at a service location or unavailable for any reason at any time, the SD-WAN equipment at said location will be inoperable. Connectivity provided by Globalgig shall be furnished and used in accordance with terms of Globalgig's applicable connectivity Service Addendum.
6. Voice Services. Globalgig may provide Voice Services through its SD-WAN solution and in such event, Voice Services shall be furnished and used in accordance with terms of Globalgig's applicable voice Service Addendum ("Voice Service"). For all voice services not provided by Globalgig, the SD-WAN Service is not designed, intended, authorized, or warranted for any use or inclusion, including, but not limited to, any life support or life endangering applications where failure or inaccuracy might cause death or personal injury. Any such use or inclusion by Customer is solely at Customer's own risk and liability, and Customer shall indemnify, defend and hold harmless Globalgig against any and Claims imposed on Globalgig by, or on behalf of, Customer or any third party or user of Customer's service.
7. Use of Customer Data. Customer acknowledges that Globalgig engages third-party vendors to supply components of the SD-WAN Service. Customer agrees that solely for the purposes of rendering the SD-WAN Service, such third-party vendors may use, on an aggregated, non-individually identifiable basis, all information regarding networking characteristics, usage, performance and related data involved in this use of the SD-WAN Service.
8. No Proprietary Rights. Except as explicitly set forth elsewhere in the Agreement, Customer does not acquire any rights in or license to any component of the SD-WAN Service or any intellectual property rights thereto. In addition to any restrictions set out in the Agreement or an Addendum, Customer shall not, and shall not encourage any third party to, remove, alter, reverse engineer, or obscure in any way the proprietary rights notices (including copyright, patent, and trademark notices and symbols) of Globalgig or its third-party vendors providing components of the SD-WAN Service affixed or contained on or within any Equipment.
9. Acceptance of This Addendum. By accepting this Addendum, Customer agrees to receive and pay for the Service or product 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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