

ADDENDUM TO THE MASTER SERVICE AGREEMENT MPLS SERVICES

This Addendum for MPLS Services 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. MPLS Services includes two (2) virtual private network (“VPN”) services for dedicated site-to-site communications via Multi-Protocol Label Switching. MPLS and VPLS may each be referred to as “Service”.
 - 1.1 MPLS. MPLS is a VPN service which provides private Internet Protocol (“IP”) connection(s) between two (2) or more sites (“MPLS Service”). MPLS Service is provided over a MPLS Network. Customer acknowledges that certain Service(s), or a portion thereof, maybe provided by third parties. Customers selecting an MPLS Service must purchase a minimum of two (2) MPLS ports in order to set up a dedicated site-to-site connection. MPLS Service will be connected to each site (including third-party sites designated by Customer) (together, “Customer Sites”) through a Customer port at either (i) a circuit location address, or (ii) a Globalgig Point of Presence (POP), in each case as specified in the Service Order. Customer Sites will be connected to a port at one (1) or more MPLS Network POPs at a fixed data transmission rate.
 - 1.2 VPLS. VPLS is a VPN service which provides a private Ethernet connection(s) between two (2) or more sites (“VPLS Service”). VPLS Service is provided over a MPLS Network. Customers selecting VPLS Service must purchase a minimum of two (2) VPLS ports in order to set up a dedicated site-to-site connection. VPLS Service will be connected to each site (including third-party sites designated by Customer) (together, “Customer Sites”) through a Customer port at either (i) a circuit location address, or (ii) a POP, in each case as specified in the Service Order. Customer Sites will be connected to a port at one (1) or more MPLS Network POPs at a fixed data transmission rate.
 - 1.3 Customer is responsible for providing network design specifications including pre-existing LAN/WAN IP addressing schemes, MAC addresses and circuit designs. VPLS Service does not include Customer Equipment (as defined below) or managed router service, unless contracted separately.
 - 1.4 Class of service (“CoS”) may be added to an MPLS Service as an option when requested by Customer. CoS provides the ability to prioritize certain identifiable traffic flows between MPLS Network ports. CoS rates shall be specified in the applicable Service Order. Notwithstanding the foregoing, Customer is solely responsible for selection of classes of service and selection of the distribution percentages of the bandwidth by class over the port as defined by predetermined profile options as set forth in the Service Order. Service Levels for the relevant CoS shall only apply to such traffic that is within the distribution percentages by CoS as identified by Customer in the Service Order; any traffic outside such distribution percentages shall be treated as Default Traffic under the Service Levels.
 - 1.5 Standard Customer Network Management (“CNM”) web tools are also offered in conjunction with the MPLS Services.
2. Monthly Charges. Customer will be invoiced monthly for the monthly lease rate (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.
3. Service Orders. Customer may submit a Service Order to Globalgig for MPLS Services. A Service Order includes, at a minimum, rates and charges, the requested originating and terminating location(s), quantity of circuits, 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.
4. Definitions. “MPLS Network” shall mean that portion of the network specifically recognized with the technical designation of Autonomous System Number 1. “Customer Port” shall mean a port on the MPLS Network which is designated for Customer’s use in conjunction with an MPLS or VPLS VPN Service.
5. Equipment and Addresses.
 - 5.1 Customer is solely responsible for selecting, supplying, installing, operating, maintaining, and the compatibility of any equipment, CPE, facilities and/or other materials used in connection with the Service which are not provided by Globalgig, including any related applications, systems and software (collectively, “Customer Equipment”). Globalgig expressly disclaims any responsibility for Customer Equipment. Customer: (1) will ensure that all Customer Equipment used with or connected to the MPLS Service or the network comply with all applicable laws, licenses, industry standards and reasonable instructions provided

by Globalgig; and (2) understands that if any Customer Equipment impairs its use of the Service, Customer will remain liable for applicable charges and any otherwise applicable service level agreement will not apply.

5.2 If the Service includes the use of equipment or related software provided by Globalgig or its licensors (“Globalgig Equipment”), Customer agrees: (i) that Customer will not assert any ownership interest whatsoever in the Globalgig Equipment; (ii) that Customer will keep the Globalgig Equipment free and clear from all liens, claims and encumbrances; and (ii) that Customer will take all reasonably necessary actions to protect Globalgig’s interest in the Globalgig Equipment.

5.3 All IP and MAC addresses that are provided by Globalgig shall remain the property of Globalgig and are non-transferable.

6. 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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