

MASTER SERVICE AGREEMENT

This Master Service Agreement (“Agreement”) is entered into 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 covers all orders and transactions between the Parties. It becomes effective on the day a Service Order is submitted to Globalgig by Customer (“Effective Date”) and shall govern all Services from the Effective Date through the last date any Service Term is in effect (“Term”). Customer and Globalgig may be referred to herein individually as “Party” and collectively as the “Parties”.

- SERVICE ORDERS; COMMENCEMENT.** “Service(s)” means standard products offered by Globalgig under the terms of this Agreement, and as further described in each applicable “Service Addendum”. “Service Order” is the instrument used to order Services and includes, at a minimum, the requested location(s), Service type and rates, plus the Service Term. “Service Term” is the number of months reflected on the Service Order or twelve (12) months, whichever is greater. A Service Term and commencement of each Service begins on the date that Globalgig notifies Customer that the Service is tested and available for use (“Service Commencement Date”). Upon expiration of a Service Term, the Service shall, unless otherwise stated on a renewal Service Order, renew for twelve (12) months (“Renewal Term”). Services may not be renewed if either Party delivers written notice of cancellation to the other Party thirty (30) days prior to the expiration of the initial Service Term or a Renewal Term. If applicable, month-to-month rates shall apply for month-to-month Services upon written notice to Customer. Services are subject to availability. The Parties have consented and agreed to conduct some transactions electronically.
- PAYMENT; CREDIT TERMS.** The Service Commencement Date initiates billing. The first invoice includes the first partial month and the second full month of Service. Invoices shall reflect US Dollars. Invoices are due and payable in US Dollars within thirty (30) days of the date on the invoice. Good faith disputes submitted in writing by Customer shall include documentation isolating and substantiating the disputed amount(s) (“Disputed Amounts”). Disputed Amounts may be withheld from payment; provided, however, that non-Disputed Amounts shall remain payable within thirty (30) days of the date on the invoice. Disputed Amounts must be submitted within thirty (30) days following the date on the applicable invoice or Customer shall have waived its right to dispute said amounts. Globalgig shall bill all charges, including usage charges, within one hundred twenty (120) days of the date that such charges are incurred or Globalgig shall have waived its right to back-bill said amounts. Globalgig may apply a late charge equal to 1.5%, or the maximum rate permitted by applicable law, whichever is less, of any unpaid balance per month. If Customer is late in payment of non-Disputed Amounts, then Globalgig may require a reasonable deposit or other form of security. Globalgig may establish a credit limit for Customer that may be adjusted via notice to Customer (“Credit Limit”). In the event the Credit Limit is exceeded, upon Globalgig request, Customer shall within three (3) business day pay the charges exceeding the Credit Limit or, at Globalgig’s option, provide a reasonable deposit. In the event Customer does not respond to Globalgig’s request, Globalgig reserves the right to suspend Services without notice until Globalgig’s requirements are met and/or terminate Services hereunder. Neither Party shall be bound by any pre-printed terms additional to or different from those in this Agreement that may appear subsequently in the other Party’s form documents, purchase orders, quotations, shrink-wrap agreements, click-wrap agreements acknowledgments, invoices, or other communications.
- TAXES FEES; SURCHARGES.** The Parties acknowledge and understand that all charges set forth in this Agreement and in the Service Order(s), or any amendment thereof, for the Services provided pursuant to this Agreement are exclusive of sales, use or privilege taxes or tax-like charges, fees or similar liabilities, including governmental or quasi-governmental imposed charges.
- ACCEPTABLE USE.** Use of Services must comply with the then-current version of Globalgig’s Acceptable Use Policy (“Policy” or “AUP”). Globalgig reserves the right to amend the Policy from time to time, effective upon written notice to Customer. In the event a material modification of the Policy has a material and detrimental effect on Customer’s use of a Service, Customer may terminate the affected Service(s) without penalty upon thirty (30) days’ written notice to Globalgig. Customer may not use the Service in any manner that interferes with the operation of Globalgig’s network or the use of Globalgig’s network by its other customers nor may Customer use the Service for any unlawful purpose or in any unlawful manner. Globalgig reserves the right to suspend the Service or terminate this Agreement effective upon notice for a violation of the Policy or this Section.
- CONSTRUCTION; GOVERNING LAW.** In case of any conflict or ambiguity between the body of this Agreement and the provisions in any Service Order, Addendum, Supplement, Annex, Schedule or Exhibit, the terms of the body of this Agreement shall prevail except as otherwise expressly provided therein. Additional terms for Services are at www.Globalgig.com and are incorporated herein by reference to the extent Customer orders those Services. This Agreement shall be governed by the laws of the State of Texas without regard to its principles of choice of law. The Parties consent to the exclusive jurisdiction of the courts of Travis County, Texas, U.S.A. and consent to waive their right to a jury trial.

6. TERMINATION.

- A. Customer Termination for Cause. If Globalgig fails to perform a material obligation under this Agreement and does not remedy such failure within thirty (30) days following written notice from Customer (“Globalgig Default”), Customer may terminate the affected Service or this Agreement without further liability except for the payment of all accrued but unpaid charges.
- B. Customer Termination . At any time and without cause, Customer may terminate this Agreement or a Service upon thirty (30) days written notice to Globalgig; provided, however Customer shall : (i) for a Service terminated prior to its applicable Service Commencement Date, reimburse Globalgig for all costs of implementation of terminated Service(s) (including third party cancellation fees, if any); or (ii) for a Service terminated on or after its applicable Service Commencement Date, immediately pay Globalgig: (a) all charges for Service(s) previously rendered, (b) as specified on each Service Order, non-recurring fees, and monthly recurring fees due for each terminated Service times the number of months remaining in its applicable Service Term, and (c) if not recovered by the foregoing, reimbursement of any actual and documented termination liability payable to third parties resulting from the termination. Customer acknowledges that Globalgig will suffer damages if termination occurs prior to the expiration of the Term or a Service Term and that the aforementioned payment is a genuine pre-estimate of liquidated damages that Globalgig will suffer and not a penalty.
- C. Termination by Globalgig. Globalgig may suspend or terminate a Service and/or this Agreement with no further liability if: (i) Customer fails to make payment as required under this Agreement and such failure remains uncorrected for ten (10) days following written notice from Globalgig, (ii) Customer fails to perform any other material obligation under this Agreement and does not remedy such failure within thirty (30) days following written notice from Globalgig, or (iii) Customer violates Section 4, Acceptable Use (hereinafter collectively referred to as “Customer Default”). In the event of a Customer Default, Globalgig shall have the right to: (i) suspend Service(s) to Customer; (ii) cease accepting or processing orders for Service(s); (iii) withhold delivery of Call Detail Records (CDRs), if applicable; and/or (iv) terminate this Agreement or any Service. If termination is due to a Customer Default, Customer shall remain liable for charges outlined in Section 6.B above. Customer agrees to pay Globalgig’s reasonable expenses (including attorney and collection agency fees) incurred due to a Customer Default. In the event of bankruptcy or insolvency of Customer, or if Customer makes any assignment for the benefit of creditors or take advantage of any act or law for relief of debtors, then Globalgig shall have the right to terminate this Agreement without further obligation or liability on its part. This Agreement may be terminated, or Services may be suspended, immediately by Globalgig in the event that Globalgig is prohibited from furnishing such Service due to any regulation and/or ruling, including modifications thereto, by any regulatory agency, legislative body or court of competent jurisdiction. Globalgig will provide Customer as much prior notice as reasonably possible in the event of any such termination or suspension due to Globalgig being prohibited from furnishing such Service pursuant to this Section 6.C.
7. INDEMNITY. Each Party shall indemnify, defend and hold harmless the other from any claim, cost, damage, demand, liability, loss, penalty, proceeding, obligation, and/or reasonable attorney’s fees (“Claim”) imposed on the Party by a third party for damage to tangible property, personal injury, or death caused by that Party’s negligence or willful misconduct. Customer agrees to indemnify, defend and hold harmless Globalgig from any Claim related to content of any communication transmitted or uploaded via Services hereunder, and from any and all Claims relating to Customer’s use of Services hereunder. Customer shall make no Claim against Globalgig regarding said content, or respecting any information, product, service, software or other item(s) that Customer ordered through or provided by virtue of the Internet.
8. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF BUSINESS REVENUES OR PROFITS, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE SERVICES ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE PERFORMANCE OF SERVICES OR ANY OTHER ACTIVITIES IN CONNECTION HERewith. FURTHERMORE, EXCEPT TO THE EXTENT OTHERWISE PERMITTED BY LAW, GLOBALGIG SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, EITHER IN CONTRACT OR IN TORT, FOR UNAUTHORIZED ACCESS OF CUSTOMER’S OR ITS USER’S NETWORK OR OTHER BREACHES OF CUSTOMER’S OR ITS USER’S NETWORK SECURITY, INCLUDING, BUT NOT LIMITED TO, UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OTHER PARTY FOR ANY AMOUNT IN EXCESS OF THE AGGREGATE AMOUNT GLOBALGIG HAS COLLECTED FROM CUSTOMER. EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT SHALL GLOBALGIG’S THIRD-PARTY SUPPLIERS BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY LOSS ARISING OUT OF THE PROVISION OF SERVICES HEREUNDER AND CUSTOMER HEREBY WAIVES THE RIGHT TO MAKE A CLAIM UNDER THIS AGREEMENT AGAINST ANY SUCH SUPPLIER, EXCEPT TO THE EXTENT THAT CUSTOMER HAS SEPARATELY ESTABLISHED A CONTRACT WITH SAID SUPPLIER FOR SERVICES OR A SERVICE COMPONENT.

9. **DISCLAIMER OF WARRANTIES.** GLOBALGIG MAKES NO WARRANTY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PURPOSE, OF ANY SERVICE PROVIDED HEREUNDER. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT GLOBALGIG'S THIRD-PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS AGREEMENT AND GLOBALGIG DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS AGREEMENT.
10. **ASSIGNMENT.** Neither Party may assign this Agreement without the express written consent of the other Party, which consent shall not be unreasonably withheld. However, either Party may assign the Agreement to any entity controlled by, under the same control as, or controlling said Party and in connection with any merger, consolidation, recapitalization or reorganization, involving in each case the sale of all or substantially all of the capital stock or assets of such Party or any parent, subsidiary or commonly-owned corporation of such Party without the other Party's consent, provided that: (a) the assigning Party has paid all outstanding invoices in full, and (b) the assigning Party promptly notifies the other Party of such assignment or transfer. Any such assignment or transfer of a Party's rights or obligations without the other Party's consent or as permitted above shall constitute a default of a material obligation.
11. **CONFIDENTIAL INFORMATION.** Neither Party shall disclose any information disclosed and deemed confidential by the other Party (hereinafter referred to as "CI"). All information concerning Globalgig's traffic distributions, network maps, pricing and financial information as well as the terms of this Agreement are hereby deemed to be CI. CI may not be disclosed to any person or entity except for the recipient's employees, contractors, consultants, lenders and/or financial advisors who have a need to know and are under a duty of non-disclosure with respect to such CI. The recipient shall use the CI only for the purposes of this Agreement and shall protect it from disclosure using at least the same degree of care used to protect its own CI, but in no event less than a reasonable degree of care. CI does not include any information which: (i) was already known by the receiving Party (ii) becomes publicly known through no wrongful act of the receiving Party; or (iii) is independently acquired without violating any of the obligations under this Agreement. Further, the recipient may disclose CI pursuant to a judicial or governmental request, requirement, or order. CI shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed upon request of the disclosing Party. The Parties agree that an impending or existing violation of these confidentiality provisions may cause the disclosing Party irreparable injury for which it would have no adequate remedy at law and agree that the disclosing Party may be entitled to seek immediate injunctive relief (with no requirement of posting a bond or surety) prohibiting such violation, in addition to any other rights and remedies available to it.
12. **USE OF NAME.** Without the other Party's prior written consent, neither Party shall refer to itself as an authorized representative of the other Party or use the other Party's logos, trademarks, service marks, carrier identification codes (CICs), or any variation thereof in any advertising or other promotional materials, or in any activity using or displaying the other Party's name or service(s) to be provided hereunder. Each Party agrees to change or correct at its own expense any material or activity the affected Party determines to be inaccurate, misleading or otherwise objectionable under this Section.
13. **FORCE MAJEURE.** Neither Party shall be deemed in default of this Agreement if and to the extent that such Party's performance is delayed or prevented due to Force Majeure. "Force Majeure" means an occurrence that is beyond the reasonable control of the Party affected and occurs without its fault or negligence, including acts of God, fire, explosion, vandalism, terrorism, cable cuts not caused by Globalgig or its subcontractor, flood, storm, or other similar catastrophe, any law, order, regulation, direction, action or request of any governmental entity or court or civil or military authority having jurisdiction over either Party, national emergencies, insurrections, riots, wars, or the strikes, lock outs and/or work stoppages of third parties. In the event that Globalgig is unable to provide Service (or a component thereof) due to a Force Majeure event and it is commercially impracticable to restore Services to its original state, Globalgig may, upon thirty (30) days' written notice, terminate the affected Service (or component thereof) without further obligation or liability of either Party.
14. **NOT FOR RESALE.** Customer represents that it is not a carrier, reseller or shared tenant service provider registered with the FCC and that Services are not for resale. As used herein, "resale" does not include Customer's use of the Services for connectivity required to provide non-telecom services to its customers. If Customer becomes a carrier, reseller or shared tenant service provider registered with the FCC or an international call center, Globalgig may suspend Service, terminate this Agreement or revise Customer's pricing and terms to reflect Customer's reseller status retroactively to the date that Customer's status changed. Customer shall indemnify, defend and hold Globalgig harmless from any Claims arising from or related to any person or entity who utilizes or purchases Services directly or indirectly from Customer whether those Services are discrete or in combination with services from Customer or any other provider(s).
15. **SUBJECT TO LAWS.** Both Parties shall comply with and give all notices required by all applicable federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority. Both Parties agree to obtain and maintain all certifications,

permits, licenses, approvals or authorizations required by any regulatory or governmental entity. Each Party shall indemnify and hold harmless the other from all claims, losses, demands, causes of action, including all related costs and expenses arising from the other Party's violation of this Section.

16. **NOTICES.** All notices shall be in writing and shall be deemed to have been duly given and effective as of the date of confirmed delivery or confirmed fax or electronic mail transmission. If mailed, notice shall be sent first class, postage prepaid, certified or registered mail, return receipt requested or overnight mail service sent to the Parties' respective address, below. To be effective, written notice of any material breach (except Customer payment default) must prominently state that the correspondence is a formal notice of breach and must be sent via certified mail, registered mail or overnight mail service.
17. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement for Services between Globalgig and Customer; incorporates all Service Addendums and Services ordered or active as of the Effective Date; and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. There are no oral agreements between the Parties. No Party is entering into this Agreement in reliance on, and this Agreement shall not be contradicted or supplemented by, any prior or contemporaneous (i) condition, discussion, promise, statement, understanding, or undertaking; (ii) letter of intent, commitment or approval; or (iii) other agreement or document. This Agreement may not be amended, except pursuant to a writing signed by the Party to be charged therewith, or as expressly provided for herein.
18. **MISCELLANEOUS.** Globalgig may perform scheduled system maintenance upon ten (10) business days' written notice to Customer. In the event emergency system maintenance is required, Globalgig will use best efforts to provide Customer with as much advanced notice as is practicable under the circumstance and shall provide written notice to Customer as soon as possible following such emergency system maintenance event. Customer acknowledges that system maintenance may result in Service interruptions. In no event shall interruption for system maintenance constitute a failure of performance by Globalgig. The waiver of either Party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach or violation hereof. This Agreement shall not create any agency, employment, joint venture, partnership, representation or fiduciary relationship between the Parties. Neither Party shall have the authority, nor shall any Party attempt, to create any obligation on behalf of the other Party. The provisions of this Agreement and the rights and obligations created hereunder are intended for the sole benefit of Globalgig, and do not create any right, claim or benefit on the part of any person not a Party to this Agreement, including customers of Customer. The covenants and understandings contained in this Agreement with respect to payment of amounts due, confidentiality, liability and indemnification shall survive any termination of this Agreement. This Agreement may be modified or supplemented only by an instrument in writing executed by each Party. Services may be provided by an Affiliate. For purposes of this Agreement, "Affiliate" of a Party shall mean any entity controlled by, in control of or under common control of a Party hereunder. "Agreement" refers to this Master Service Agreement, which shall include all Service Orders accepted by Globalgig and all policies, supplements, amendments, addenda, riders and/or exhibits. "Globalgig" means Globalgig and its officers, employees, agents, directors, shareholders, subsidiaries and Affiliates.

This Agreement, including any terms and conditions, supplements, amendments, addenda, riders and/or exhibits, 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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