

HOSTED PBX SERVICE ADDENDUM

This Addendum for Hosted PBX Services ("Addendum") is entered into by and between IGEM COMMUNICATIONS LLC (DBA Globalgig), a Texas limited liability company, and its Affiliates ("Globalgig") with a principal place of business at 1870 W. Bitters Road, Suite 103, San Antonio, Texas 78248, and the customer identified on the applicable Service Order ("Customer") and is part of the agreement between the Parties ("Agreement"). Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

1. Definitions.

- 1.1 "911 Services" means functionality that allows Subscribers to contact emergency services. 911 Services include Enhanced 911 Service, which have the ability to route an emergency call to the Public Safety Answering Point ("PSAP") assigned to the primary Subscriber address and (subject to Customer's obligations herein) provide the Subscriber's address and DID/DOD information. 911 Services Globalgig may be provided pursuant to applicable tariffs. 911 Services shall be provided in accordance with Attachment 1, Alternative Emergency Services Acknowledgement Form and Attachment 2, Emergency Services, attached below.
- 1.2 "Average Number of Subscribers" means the sum of the total number of Subscribers per day during each day of the applicable month divided by the number of days in such month (or pro-rata for any partial month).
- 1.3 "Complex LNP Request" means an LNP request involving the porting of one or more DID/DOD's (per billing number and service address) that have any of the following features or requirements: PRI or T1 DID/DOD porting; Centrex features; or hunt groups (i.e., a series of lines configured so that if one line is busy, another is hunted until a free line is found).
- 1.4 "Customer- Hosted PBX Application" means the Class 5 Hosted PBX application provided by Customer in connection with Hosted PBX Service. "DID/DOD" means a telephone number assigned by Globalgig to Customer for use by a Subscriber with Hosted PBX Service.
- 1.5 "Directory Listings" means Globalgig offers one simple listing per TN service address (no more than one non-bolded, captioned, basic listing) of a Subscriber's telephone number in the ILEC white pages directory for a Market.
- 1.6 "Gateway" means the entry point to or exit point from the portion(s) of the Hosted PBX Service owned, operated and under the sole control of Globalgig.
- 1.7 "Hosted PBX" means voice over IP.
- 1.8 "International" means anywhere outside of the continental United States, including Alaska and Hawaii.
- 1.9 "IP" means Internet Protocol.
- 1.10 "LCA" means a geographical local calling area (determined by the applicable ILEC) containing one or more Rate Centers.
- 1.11 "LNP" means local number portability.
- 1.12 "LNP Project" means an LNP request involving the porting of more than 50 DID/DODs per service address and billing number.
- 1.13 "Market" means a geographic area (as defined by Globalgig) in which Globalgig offers Hosted PBX Service. Current Markets may be requested at any time.
- 1.14 "Operator and Directory Assistance" means live or automated operator assistance for the placement of Subscriber calls, listing services and/or related information.
- 1.15 "PSTN" means the public switched telephone network.
- 1.16 "Rate Center" means a geographic area (determined by the applicable ILEC) within a LCA or Market that is associated with one or more specific NPA/NXX codes.
- 1.1 "Reseller" if applicable, is a customer of Customer to whom Customer resells SIP Trunking VOIP Services to or to other resellers (which further resellers are also "Resellers" hereunder).
- 1.17 "SIP" is the signaling protocol used between Hosted PBX networks to establish, control and terminate voice calls.
- 1.18 "Subscriber" means an individual, end-user or telephone device assigned a DID/DOD.
- 1.19 "U.S. Domestic" means the continental United States (excluding Alaska and Hawaii).

2. Service Description.

- 2.1 Hosted PBX. This Addendum applies to Globalgig's Hosted PBX Enhanced Local Service ("Hosted PBX Service"). Hosted PBX Service provides inbound and outbound local and long-distance voice services (via a DID/DOD assigned by Globalgig only) utilizing an IP to IP or PSTN to IP (or vice-versa) hand-off and which Customer certifies to Globalgig is either originated by Subscribers in or terminated to Subscribers via an Internet Protocol format (or is otherwise enhanced traffic). Globalgig will route calls to the PSTN or an IP address and terminate the call to a Customer- Hosted PBX Application. Globalgig may temporarily block Hosted PBX Service traffic where Globalgig reasonably believes it to be fraudulent, where Customer uses the Service in violation of this Addendum, or where reasonably necessary to protect Globalgig's network. Where available in a Market, Hosted

PBX Service includes telecommunications relay services (711), Directory Listings and Operator and Directory Assistance. Hosted PBX Service does not support 976 or 900 calls or, unless otherwise agreed between the Parties, CNAM dips.

2.2 Emergency 911 Service. Globalgig offers 911 Services as part of the Hosted PBX Service, subject to the limitations stated herein. The static 911 Services provided herein are the static implementation of Globalgig E-911 Direct portfolio of services. Customer shall ensure that DID/DOD's are assigned to Subscribers whose primary address is within the Rate Center associated with such DID/DOD's and shall ensure that Subscribers do not use Hosted PBX Service from a location different from the Subscriber's primary address. 911 Services will not function, or will not function properly: (i) if a DID/DOD is assigned to a Subscriber located outside of the Rate Center associated with such DID/DOD; (ii) if a Subscriber attempts a 911 call from a location different from the Subscriber's address provided to Globalgig by Customer; (iii) during any disruption of power at the Subscriber location; (iv) during any disruption of Internet connectivity to the Subscriber location; (v) during any period where service to a Subscriber has been cancelled or suspended for any reason (including suspensions or cancellations for failure to pay or other default); (vi) if incorrect or invalid Subscriber address information is provided, or if such information is not updated in the event of a change in primary location; or (vii) if equipment provided to or used by the Subscriber in connection with Hosted PBX Service fails to function or is improperly (or is not) installed or configured. 911 Services will not function until correct and valid address information has been input into the appropriate database(s), which may occur shortly after initial Service activation, including following Port-In requests as outlined below. Customer's agreements with Subscribers shall contain and Customer shall require each of its Resellers agreements with its Subscribers to contain, the following: (i) an explanation of the limitations on the functionality of 911 Services as set forth herein; and (ii) a release in favor of Customer (or Reseller, as applicable) and all of its underlying suppliers (including Globalgig and its affiliates) relating to claims arising out of the failure of 911 Services to function properly for the reasons set forth in Section. Globalgig reserves the right, with Customer's consent, to notify Subscribers of the limitations on functionality through means identified and agreed by Customer and Globalgig. In the event that 911 Service limitations or requirements different than those stated herein are, in Globalgig's reasonable opinion, necessary or advisable based on Globalgig's interpretation of currently evolving 911 Service laws, rules and regulations, Customer agrees to negotiate modifications to this Section 6 as requested by Globalgig, and if agreement respecting the same cannot be reached, Globalgig may terminate the Hosted PBX Service and this Agreement without liability.

3. Orders and Forecasts.

3.1 Service Orders. Customer may submit Service Order(s) to activate a Market(s) and request anticipated DID/DOD's in Rate Centers within such Markets. After doing so, Customer may submit Service Orders to activate Resellers or Subscribers for use of Hosted PBX Service within Rate Centers in a Market. Unless otherwise agreed, Resellers and Subscribers must place all orders through Customer, Customer remaining Globalgig's customer of record. A Service Order will be accepted by Globalgig through activation of the Subscriber with an assigned DID/DOD. Such activation shall constitute Globalgig's acceptance of the Service Order. If DID/DOD's are reserved for Customer following a Service Order, Globalgig may, upon electronic mail notification to Customer, reclaim up to 75% of the DID/DOD's reserved for Customer (by Rate Center) if Customer has not ordered Hosted PBX Service for Subscribers utilizing such DID/DOD's within one hundred twenty (120) days from the date of the Service Order.

3.2 Forecasts. To assist in the delivery of Hosted PBX Service, Customer will provide Globalgig with a non-binding forecast setting forth Customer's estimated forecasted usage and DID/DOD quantities for Hosted PBX Service by Market or LCA and anticipated LNP requests, which shall be updated on a calendar quarter basis thereafter. Where Customer purchases multiple Services from Globalgig requiring LNP forecasts, such forecasts shall be submitted simultaneously, segregated by Service.

4. Rates and Invoices. Rates are specified in the applicable Service Order(s). Ancillary or one-time fees for additional services shall be provided to Customer for approval in the applicable Service Order(s) or via Globalgig's portal tool. 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. Regulatory taxes and fees payable by Customer may be designated as cost recovery fees on invoices provided by Globalgig. Calls within a Subscriber's LCA shall be treated as local calls; calls outside of a Subscriber's LCA shall be treated as long-distance calls. A binding determination that such treatment is not appropriate shall be subject to the regulatory change procedures described in the Agreement.

5. Customer Responsibilities.

5.1 Customer shall, at its sole cost, be responsible: (i) for providing all equipment (including SIP proxy servers), software, facilities and IP connectivity (including connectivity to Subscribers) necessary for the Customer- Hosted PBX Application and the Customer network to operate with the Hosted PBX Service and for providing and ensuring the successful installation of all equipment and software necessary for Resellers or Subscribers to use services sold to it by Customer; (ii) to obtain and provide to Globalgig, prior to installation of the particular Hosted PBX Service, the IP

address(es) for the SIP proxy server, the Customer- Hosted PBX Application and/or any other applicable hardware/software solution; (iii) for all Subscriber Tier 1 support and (iv) for all Class 5 features, such as dial tone, call waiting and call forwarding functionality. Customer may pass such obligations on to Resellers, but all information required to support Hosted PBX Service shall be supplied to Globalgig by Customer. Customer shall input, validate and maintain accurate Subscriber information, including Reseller Subscriber information (through a Globalgig provided electronic interface) so that Globalgig can provide such Customer-provided information to applicable national databases, including, Automatic Local Identification (ALI) Database, Directory Listing information, Line Information Database (LIDB) (with LIDB preferences set to not accept collect calls) and Caller ID with NAME Database (CNAM). In doing so, Customer shall deliver to Globalgig valid postal addresses that can be confirmed against the Master Street Address Guide (“MSAG”). In the event Globalgig cannot validate an address through MSAG, Customer shall, upon notification of the same, immediately deliver a corrected address to Globalgig that can be validated against MSAG. Customer shall advise Subscribers, and shall require Resellers to advise its Subscribers, of Subscriber’s responsibility and obligation to provide valid address information that can be verified against MSAG. Customer shall indemnify and hold harmless Globalgig and its affiliates against any and all claims and expenses resulting from the failure of Customer or Resellers to comply with Customer’s responsibilities under Section 5.

- 5.2 Customer shall provide Globalgig with Automatic Number Identification (ANI) for all calls using Hosted PBX Service in the originating ANI field specified by Globalgig. All no-ANI calls (including operator services and directory assistance calls) and all calls where the originating ANI is not an Enhanced Local Service TN will be treated as intra-state and/or international long-distance calls (as applicable) and terminated as such at Globalgig’s then current standard, or otherwise contracted, long distance usage rates (even if Customer has selected a flat rate billing plan). Customer shall not and shall require Resellers and Subscribers not to: (1) re-classify or re-originate traffic or take any other action to make traffic appear as if it: (i) is anything other than the type of traffic delivered to such party (including but not limited to making TDM originated traffic appear to be IP originated) or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (2) modify, alter or delete in any manner calling party number information, originating point codes or any other signaling information, or call detail in connection with the transport and termination of traffic to the called party. In addition to Globalgig’s other rights and remedies for violation of this Section, Globalgig may also charge Customer at the rates herein for violations under Section 5.
 - 5.3 Globalgig and Customer will conduct interoperability testing of the Hosted PBX Service with the Customer- Hosted PBX Application(s) and prior to Customer’s implementing any software or call flow upgrade, enhancement or modification thereto. All special configurations are subject to Globalgig’s approval. Globalgig may terminate (without liability) Hosted PBX Service where proper interoperability testing has not been completed.
 - 5.4 Customer is responsible for the support, connectivity, performance and security (including unauthorized access) of its equipment, PC/desktops and LAN. **CUSTOMER IS RESPONSIBLE FOR PROVIDING UNINTERRUPTED AC POWER TO INTEGRATED ACCESS DEVICE(S) (“IAD”). ANY POWER INTERRUPTION WILL RESULT IN A LOSS OF SERVICE INCLUDING EMERGENCY SERVICES. THEREFORE, CUSTOMER MUST ARRANGE FOR BACKUP POWER FOR THE IAD OR ALTERNATIVE EMERGENCY SERVICES NOT DEPENDENT ON CONTINUOUS AVAILABILITY OF AC POWER TO ENABLE OPERATION.**
 - 5.5 Customer warrants and agrees not to use or reference to the Service for chain letters, junk fax or junk mail, spamming or any use of distribution lists to any person who has not given specific and documented permission to be included in such a process, and further warrants and agrees not to attempt to gain unauthorized access to other computer systems. Customer must: (a) obtain and pay for any and all Customer-procured equipment and/or third-party services required for Customer to access and use the Services; (b) maintain the security of Customer’s PIN number and other confidential information relating to Customer’s account; and (c) be responsible and liable for all charges resulting from use of the account, including any unauthorized access or use.
 - 5.6 Customer acknowledges and will inform Subscribers that personal data of Subscribers may transit through countries for which applicable laws on data protection will always be complied with.
6. Local Number Portability.
 - 6.1 Port In. Upon submission of a Service Order, Customer may (in accordance with Globalgig’s standard operating procedures, including those procedures described in Globalgig’s then current LNP Service Reference Guide) port a geographically relevant telephone number or fax number to Globalgig (“Port-In”) for use with Service. Customer represents and warrants that it has all necessary rights and authority necessary for any Port-In and will provide copies of letters of authority authorizing the same upon request. Customer shall indemnify, defend and hold harmless Globalgig from and against any third-party claim related to or arising out of any Port-In (or request for Port-In or Port-In cancellation). Customer shall be responsible for a non-recurring cancellation fee per telephone number and fax number terminated by Customer prior to completion of the Port-In request.
 - 6.2 Porting Out. Globalgig may receive requests to port a telephone number or fax number currently assigned to a Subscriber to a third-party provider (“Port-Out”) in accordance with Globalgig’s standard operating procedures, including those procedures described in Globalgig’s current LNP Service Reference Guide. Prior notice of Port-Outs will not be provided; however, Globalgig will provide a report of subsequent Port-Outs in accordance with the LNP

Reference Guide. Customer shall be responsible for a non-recurring cancellation fee per telephone number and fax number terminated by Customer after the number has been ported.

7. Assignment of Telephone Numbers. Regardless of whether individual telephone numbers associated with Customer's telephony equipment are provided to Customer by Globalgig or ported to the Service on Customer's behalf by Globalgig, under no circumstances may any such numbers be allocated to a geographic location outside the rate center to which they are assigned.
8. Service Configuration. Customer can configure Hosted PBX Integrated Access to support DS-1 or PRI to interface to their telephony equipment. DS-1 supports between twelve (12) and twenty-four (24) voice channels. PRI supports between eleven (11) and twenty-three (23) B-channels for transport and one (1) D-channel for signaling. For Hosted PBX Integrated Access configured for PRI, the D-channel is counted as one (1) of Customer's ordered voice channels. All Channels for both DS-1 and PRI will be configured for direct inward dial capability. Globalgig will implement the Service utilizing standard IP configurations (static routing) and provide Customer with the initial configuration of the IAD, as determined by Customer's requirements. The configuration within the IAD is integral to the performance of Service provided by Globalgig. Changes made to the configuration of the IAD, including IADs provided by third parties, may impair the Service provided by Globalgig. The technology and transmission path utilized to provide the Hosted PBX Integrated Access service will be selected based on Globalgig's sole discretion. Service will be tested from the Globalgig network once the access circuit is delivered by Globalgig's chosen access vendor. A final circuit test will be completed during installation. Additional charges may apply or Globalgig may refuse to provide the Service if the availability of suitable network facilities is limited or involves additional costs.
9. Voice. Customer may not at any time use predictive dialers or any other mechanized dialing device in conjunction with the Service to place outbound calls. Notwithstanding anything to the contrary in the Agreement, this Addendum, or any Service Order issued pursuant thereto, if Customer's outbound call attempts via the Service exceed eight hundred (800) attempts per hour per T1 utilizing inbound signaling, or one thousand two hundred (1,200) attempts per hour per T1 utilizing PRI signaling, Globalgig will have the right to suspend or terminate the Service or unilaterally increase the price charged to the Customer for the Service, all upon two (2) business days prior notice. Globalgig will store files for up to fourteen (14) days in case a retransmission is requested, after which all files will be purged.
10. Long Distance. Non calling card interstate and intrastate outbound calls are billed in eighteen (18) second initial increment with six (6) second additional increments thereafter. Non calling card interstate and intrastate inbound calls are billed a thirty (30) second initial increment with six (6) second additional increments thereafter. Each call will be carried out four (4) decimal places and will not be rounded, and all applicable Common Carrier Subscription Charges will apply. If in Globalgig's good faith determination Customer's Voice Usage disproportionately terminates to and/or originates in high-cost areas or international cell phones, Globalgig will provide Customer with ten (10) days' notice to correct its Voice Usage or else Globalgig reserves the right to adjust Customer's Voice Usage rates. If Customer does not comply with Globalgig's notice to adjust its Voice Usage, and does not consent to the subsequent rate adjustment, Globalgig shall have the right to immediately terminate the Hosted PBX Service and/or the Agreement and Customer shall remain liable for all Usage Charges incurred prior to such termination.
11. Dedicated IP. Globalgig will provide IP address assignment for use with the Service. Globalgig adheres to the American Registry of Internet Numbers (ARIN), and ultimately the Internet Corporation of Assigned Names and Numbers (ICANN), recommended guidelines for assignment/allocation of Internet IP address space to its customers. All address space assigned by Globalgig is non-portable. Globalgig assigns address space to Customer for the duration of this Addendum and its respective Service Order(s). Globalgig reserves the right to recover any address space due to inadequate utilization or an AUP violation. Upon Service termination, Customer will be required to forfeit any allocated address space to Globalgig. It is required that documented justification be submitted to Globalgig prior to the assignment of address space. Customer may request additional IP addresses and additional charges may apply. Customer agrees to accept Service regardless of the number of IP addresses assigned or justified according to ARIN guidelines. If Customer requires larger blocks of address space, Customer must petition ARIN directly. Customer further agrees that it will not and will ensure that any Reseller or Subscriber will not, violate Globalgig's Acceptable Use Policy.
12. Third-Party Equipment. Globalgig is not responsible for the installation, operation, maintenance, compatibility or performance of any third-party hardware or software with the Globalgig-provided Service. If such third-party hardware or software impairs operation of the Service, Customer remains liable for payment of all charges for the Service, and, if such third-party equipment or software is likely to cause hazard or service interruption/obstruction, Customer will immediately eliminate such likelihood, which may be at Globalgig's request.
13. Customer Demarcation Point. The demarcation point is the Network Interface Device (NID) at Customer's premises. Globalgig is not responsible for the configuration or testing of additional LAN configurations, including but not limited to the addition of multiple machines.

14. Alternate Service and Equipment Provider. Globalgig does not make any representations or assurances of any kind about the extent of availability and quality of Service beyond its own network. Depending upon market area and/or Customer location, Globalgig may coordinate with another service provider to connect service to customers that Globalgig cannot serve directly. Although Globalgig will employ a commercially reasonable and prudent approach to interconnections with other service providers, Globalgig does not make any representations, guarantees or warranties of any kind, express or implied, about the financial health, stability, or viability of any other service providers to continue as a going concern. Customer agrees that Globalgig is not responsible for any interruption in service as a result of (a) any act or omission of Customer, or (b) the failure of such other service provider's network, services or entire business. Additionally, Globalgig does not make warranties, written or oral, statutory, express or implied, including warranties of merchantability or fitness for a particular purpose, for other service providers' products and services. Globalgig shall not be held responsible or liable for any defects or failure in Customer's service, computer, software, files, data, peripherals or connectivity arising from or caused by any equipment or service which is not part of Globalgig's network. Customer shall solely be responsible for the ownership, installation, repair, maintenance, and/or replacement of Customer provided equipment within the other provider's network. Globalgig shall have no responsibility or obligation to Customer with respect to the other service provider's equipment or its functioning or failure to function properly.
15. Globalgig-Provided Telephones. All Globalgig-provided hardware and software shall remain the property of Globalgig and must be returned to Globalgig at Customer's expense in good working condition upon expiration or termination of the Service with normal wear and tear expected. All service charges for rented phones will continue until such time as Customer returns and Globalgig receives the rented phones in good working condition, with normal wear and tear expected. If Customer chooses to exchange one Globalgig phone model for another, then Customer is responsible for all shipping charges of the newly ordered model and the returned model. Once exchanged, any changes to the pricing will begin on the next billing cycle and may be prorated for the initial month. Phones returned for exchange must be received within ten (10) business days or rental charges will be reinstated until the phone that is to be returned is received by Globalgig. Customer shall be liable for reimbursing Globalgig for all loss or damage to Globalgig provided phones. Globalgig-provided hardware and software are subject to the Leased Equipment Addendum.
16. Intellectual Property. Except as otherwise expressly provided herein, nothing contained in this Addendum shall be construed as conferring by implication, estoppel or otherwise any license or right under any patent, trade name or copyright of Globalgig or Customer.
17. Limitation of Liability. IN NO EVENT SHALL GLOBALGIG BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING INABILITY TO BE ABLE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE SERVICE. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT GLOBALGIG WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.
18. Disclaimer of Warranties. ALL SERVICES ARE PROVIDED AS-IS. GLOBALGIG MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, GLOBALGIG DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. GLOBALGIG WILL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO CUSTOMER'S TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD.
19. E911 Advisory and Specific Limitation of Liability. Customer is advised that, like any telephony application, the Service will provide E911 functionality to Customer provided that: (1) E911 functionality is available in the PSAP area serving the Customer's location where the Service will be deployed; (2) Customer has properly configured its PBX and associated CPE to properly route calls to and from individual DIODs within the physical site served by the Customer's telephony equipment; and (3) Customer ensures that its telephony equipment and IAD are properly maintained and receiving uninterrupted power at all times. The Service is also compatible with standard 911 services used in areas where the PSAP is not capable of receiving enhancements.
20. Indemnity. Customer acknowledges and understands that Globalgig's liability is limited for any Service event, outage and/or

inability to dial or receive Emergency Services from Customer's line or to access emergency service personnel, as set forth in this Addendum. Customer will indemnify, defend, and hold harmless Globalgig from any and all Claims (including, without limitation, reasonable attorney's fees) by, or on behalf of, Customer, Subscriber(s), Reseller(s) or any other third party relating to or arising from any death or injury to persons, damage to tangible property, or due to the absence, failure or outage of the Service, including 911 dialing and/or inability of Customer, Subscriber(s), Reseller(s) or any other third party or User of Customer's service to be able to dial 911 or to access emergency service personnel. In case of any third-party Claim is covered by Customer's insurance carrier, Customer agrees not to look to Globalgig for reimbursement if Globalgig was not the direct cause of Claim.

21. Unauthorized Placement of Calls. Globalgig is not liable for unauthorized placement of calls. Globalgig may work with Customer, if requested, to recommend possible solutions to reduce unauthorized use of the Services and Customer's facilities. Globalgig does not, however, warrant or guarantee that its recommendations will prevent unauthorized use, and Customer is solely responsible for controlling access to, and use of, the Service and its own communications facilities. Customer shall not be excused from paying Globalgig for charges incurred as a result of unauthorized placement of calls. In the event Customer discovers or reasonably believes that fraudulent calls are being made, Customer shall notify Globalgig immediately. In the event Globalgig discovers or reasonably believes that fraudulent calls are being made, Globalgig shall have the right (but not the obligation) to take protective action, including, but not limited to, temporary blocking of Customer's traffic until the applicable problem is resolved (in Globalgig's reasonable discretion). Customer shall remain solely responsible for any and all Claims arising out of or relating to any conduct described in this Section, and Customer shall indemnify, defend and hold harmless the Globalgig Party from and against any and all such Claims.
22. 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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