

## MANAGED NETWORK SERVICE ADDENDUM

This Addendum for Managed Network 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 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. The following words and expressions shall have the following meanings:
  - 1.1 “Alert” means a monitoring system generated notification of an Incident.
  - 1.2 “Monitored Asset(s)” means any physical or logical network device or data transport service that receives Managed Network Services.
  - 1.3 “Business Service(s)” means a site-level networking solution comprised of one or more Monitored Assets
  - 1.4 “Incident” means any event that is not part of the standard or expected operation of a Monitored Asset or Business Service and that causes or may cause an outage or degradation in performance of that Monitored Asset or Business Service .
  - 1.5 “Notification” occurs when Globalgig has received notice of an Incident affecting a Monitored Asset or Business Service upon receipt of a phone call or email from Customer or upon receipt of an automated Alert from the monitoring system.
  - 1.6 “Network Operations Center” means Globalgig-provided NOC service, which is a single point of contact for Incidents associated with the Managed Network Service.
  - 1.7 “Service” or “Managed Network Service” is a set of monitoring and management services as outlined herein.
  - 1.8 “Customer Site” means the location of one or more Monitored Assets or Business Services, whether the Customer’s premise, a Globalgig datacenter, or a third-party hosting or colocation facility.
  - 1.9 “Trouble Ticket” means the ticket issued by the Globalgig Ticketing System which: (a) states the exact time the NOC received Notification of an Incident; (b) states the nature and location of the Incident; (c) states the responsible Customer representative for the Incident; (d) has an identifying number; and (e) is automatically emailed to Customer upon creation and update.
  - 1.10 “Health” is a Globalgig-defined percentage measurement between 0% and 100% quantifying the degree to which a Business Service is functioning, with 100% being fully functional, and zero percent being nonfunctional.
  - 1.11 “Risk” is a Globalgig-defined percentage measurement between 0% and 100% quantifying the degree of risk present at any given time of an operational site-level service or solution becoming nonfunctional, with 100% meaning the site is currently nonfunctional, and zero percent meaning that there are no observable risks of becoming nonfunctional associated with the Business Service at a given site.
2. Managed Network Services Service Descriptions. Managed Network Services are a set of monitoring and management services for Monitored Assets and Business Services . Globalgig’s Managed Network Service options are described below and shall be provided to Customer as defined in this Addendum. Services are available for Monitored Assets and Business Services as agreed to by the Parties and reflected in the applicable Service Order. As specified in the Service Order, Globalgig may provide the following Services.

### Globalgig Managed Network Services Options:

#### Fundamental Option:

- Proactive wireline circuit monitoring, notification, and trouble resolution
- Circuit availability metrics
- Circuit inventory
- Real-time dashboard
- Historical reporting

#### Plus Option:

- Business Service monitoring framework
- Ticket correlation/enrichment
- Hardware availability metrics
- Hardware health metrics
- Hardware inventory
- Proactive wireless circuit monitoring, notification, and trouble resolution

**Premier Option:**

- Configuration/moves, adds and changes
- Firmware updates, patching & vulnerability management
- Liaison for vendor technical assistance
- Hardware repair/replacement
- Direct access to Service Advantage Team\*
- Wireless out-of-band management capability\*
- Enhanced MTTR SLA\*

\*Does not apply to standalone wireless service

3. Implementation.

3.1 Service Activation. Globalgig will provide the following activation services to Customer as a part of the Managed Network Service:

- Ensure connectivity to Customer's network as specified in the Service Order;
- Establish Customer's contact information in Globalgig's orchestration and management system and related support systems; and
- Add all Monitored Assets and Business Services to the monitoring system(s) and ensure access appropriate to the level of service provided.

When Globalgig has determined that the Monitored Assets and Business Services can be remotely monitored, it will advise Customer that the Managed Network Service has been satisfactorily activated.

3.2 Customer Obligations for Activation. Customer must provide, at its cost, all information and/or assistance reasonably required to establish appropriate access to Monitored Assets and Business Services.

4. Monitoring and Support.

4.1 Network Operations. Globalgig provides a ticketing system service as a single point of contact for Incidents associated with the Managed Network Service. Customer's authorized staff may be updated by Customer at any time by written notice to Globalgig. Customer shall provide Globalgig with a single email address, associated to an individual or a distribution list, to which to direct all email notifications. When Globalgig's ticketing system receives Notification of an Incident, the Network Operations Center will record, monitor, and manage all Incidents; and provide Customer with regular and periodic updates on the status of resolution.

4.2 Incident Monitoring, Event Notification and Service Level Agreement. Upon receipt of Notification of an Incident by Globalgig, Globalgig will:

- Create a Trouble Ticket to track the Incident, and assign a priority/severity level to the Incident based on those set out in the Priority/Severity Levels table below;
- Notify Customer of Trouble Ticket creation ("Mean Time to Accept" or "MTTA");
- Diagnose the Incident and attempt to resolve the problem;
- Escalate the Incident as necessary;
- Provide regular and periodic updates (Globalgig requires that all email notifications, alerts or updates be sent to distribution groups and not to individual email addresses) on the status of resolution ("Update Time");
- Resolve the Incident ("Mean Time to Resolution" or "MTTR");

Response Time and Update Time for the Priority/Severity Levels below indicate the target time it will take Globalgig to notify Customer that an Incident has been identified and action has been initiated to resolve it. The Response Time is the time from reporting of an Incident by either Customer or the monitoring system until a Trouble Ticket has been created; Update Time is the time from the previous Trouble Ticket update or Customer contact until the subsequent Trouble Ticket update or Customer contact. Globalgig shall assign Priority/Severity Levels to Incidents as stated below and provide the associated Service Level Agreement ("SLA") for Managed Network Services.

**Applicable to Wireline Services / Devices :**

Incident Priority (Severity)	Priority Definition	MTTA (SLO) ‡	MTTR (SLA) ‡	Updates (SLO) ‡
Priority 1 (Critical)	Site Unavailable	15 Minutes	4 Hours	Hourly

Priority 2 (High)	Site Risk $\geq$ 50% Site Health <25%	30 Minutes	8 Hours	Hourly
Priority 3 (Medium)	Site Risk >0% & <50% Site Health <75%	45 Minutes	24 Hours	Every 4 hours or by next business day
Priority 4 (Low)	Site Health $\geq$ 75% & <100%	60 Minutes	36 Hours	Every 8 hours or by next business day

(SLA) MTTR: Mean Time to Resolution is the monthly average elapsed time from ticket acceptance to issue resolution and ticket closure.

(SLO) MTTA: Mean Time to Accept is the monthly average elapsed time from ticket creation to technician engagement & external email notification.

(SLO) Update: Update Frequency is the frequency with which Globalgig provides updates on current ticket status.

**SLA Credits:\***

Fundamental / Plus Tiers: 5% of one month's MRC for the Managed Network Service for the affected Asset(s).

Premier Tier: 10% of one month's MRC for the Managed Network Service for the affected Asset(s).

\* SD-WAN Addendum SLAs supersede MNS SLAs

‡ Does not apply to standalone wireless or Broadband services (see below)

**Applicable to Broadband and Wireless Services:**

Incident Priority (Severity)	MTTA (SLA)
All Tickets	60 Minutes

(SLA) MTTA: Mean Time to Accept is the monthly average elapsed time from ticket creation to technician engagement & external email notification.

**SLA Credits:\***

Plus Tier: 5% of one month's MRC for the Managed Network Service for the affected Asset(s).

Premier Tier: 10% of one month's MRC for the Managed Network Service for the affected Asset(s).

\* SD-WAN Addendum SLAs supersede MNS SLAs

5. **Service Level Agreements ("SLAs") and Service Level Objectives ("SLOs").** SLAs are performance measurements which, if not met, may be associated with monetary remedies. SLOs are performance measurements that are not associated with monetary remedies.

6. **SLA Credits and Terms.** If average monthly Mean Time to Resolution or MTTR is not met, Globalgig will credit Customer with five percent (5%) for Fundamental and Plus tiers, or ten percent (10%) for Premier tier, of the monthly recurring charge for the relevant Managed Network Service for the affected Monitored Asset(s) for the given month. Service Levels for SD WAN Services are provided in Globalgig's SD WAN Addendum.

**6.1 Exclusions:**

- (a) If issue resolution is delayed or blocked by Customer's action or inaction, the Trouble Ticket status will be changed to "Pending Customer" and Trouble Ticket updates will occur daily.
- (b) If the next step in the troubleshooting or remediation process has been scheduled for a time farther in the future than the Update Time associated with that Priority, the Trouble Ticket status will be set to "Pending Customer" and the next Trouble Ticket update will occur within one (1) hour of the scheduled start time of said next step or within 24 hours, whichever is sooner.
- (c) Maintenance and Notification:
  - (i) Customer pre-approves a 15-minute maintenance window, to take place Saturdays at 2300 US Central Time, which may include downtime of the monitoring system. Globalgig will send notification in advance when this window is needed.
  - (ii) Customer pre-approves a monthly 1-hour maintenance window, to take place on the second Saturday of each

- month at 2300 US Central Time, which may include downtime of the monitoring system.
- (iii) Customer will approve emergency maintenance upon receipt of 24 hours' notice by Globalgig for security-related patches and fixes.
  - (iv) Periodic major maintenance may be required. Globalgig will provide at least one (1) week of notice of such maintenance, and these notifications will include expected downtime. Major maintenance will not occur more frequently than quarterly.
- (d) Device Supportability:
- (i) Customer will maintain active hardware and software service contracts with equipment vendor in order to facilitate an escalation path for related issues.
  - (ii) Customer will maintain a current, secure, and supported software version on all system components which is published by the equipment vendor. For Plus+ service options, Customer will approve periodic software upgrade windows so that Globalgig can push upgrades to maintain compliance.
  - (iii) Service Level credits shall not apply if Device Supportability is in non-compliance. Globalgig reserves the right to suspend monitoring and management of non-compliant devices until the device is made compliant.
  - (iv) Proactive ticket creation for wireline services requires public IP for monitoring.
  - (v) Proactive ticket creation for wireless services is subject to the availability of wireless modem API polls demonstrating device is down for 2 subsequent polls. Polling frequency may be up to 15 minutes.
- (e) Device Repair and Replacement:
- (i) Priority incidents requiring CPE replacement are subject to Trouble Ticket status entering "Pending RMA" during the RMA process, during which any time required for RMA approval, processing, and remote technician availability will be excluded from the MTTR timer for said incident.
  - (ii) In the event of CPE failure and where replacement is required, Globalgig shall, subject to vendor approval, process an order for replacement CPE within one (1) business day after diagnosis. Upon confirmed installation of the replacement CPE at Customer's Site, Globalgig will complete remote configuration and testing of replacement CPE.
  - (iii) RMA support may be limited and/or delayed in certain geographic locations. Globalgig advises the purchase of dual or cold standby equipment based on the priorities of the site, and other factors applicable to specific geographies.

## 6.2 Credit Requests and SLA Limitations:

- (a) To request a credit, Customer shall email their Sales Representative with a description of the requested credit along with the Globalgig trouble ticket number(s) within thirty (30) calendar days of the claimed event. The Sales Representative will notify Customer when the requested credit has been approved or declined. In no event may the credits provided for hereunder (either individually or on a cumulative basis) in any billing period exceed the affected Services' total MRCs for that billing period. Credits and/or cancellation of the affected Service shall be Globalgig's sole liability and Customer's sole remedy due to an SLA event.
- (b) Customer shall ensure that a Customer-maintained email distribution list has been provided for all Customer notifications regarding disruption of Service. Globalgig will have no obligations pertaining to the event notification if Customer's email distribution list is not provided, out of date or inaccurate due to Customer's action, inaction, or omission.
- (c) Customer will be eligible for one (1) credit for a request which stems from the same SLA event. Credits will not be cumulative and are not transferable to other Services provided by Globalgig.
- (d) The following will be excluded from any time-based calculations related to the SLA event and will not be eligible for credit:
  - (i) Recurring or zero-impact maintenance that is generally applicable to all Customers,
  - (ii) Customer misuse of any of the Services,
  - (iii) Direct or indirect acts or omissions of Customer, including any user of the Service,
  - (iv) Force Majeure events, denial of service attacks, viruses, or hacking attacks for which there is no commercially reasonable known solution, or any other events that are not within Globalgig's control or that could not have been avoided with commercially reasonable care,
  - (v) Customer elects not to release the Service for testing or repair and continues to use on an impaired basis,
  - (vi) Rearrangements, modifications or additions made at the direction or request of Customer,
  - (vii) Any failure or malfunction of equipment, applications or systems, not owned or controlled by Globalgig or under its direction or control,
  - (viii) Unavailability of any Customer personnel required to restore the Service, including as a result of Customer's failure to provide Globalgig with accurate, current contact information,
  - (ix) No credit will be given unless Customer has agreed to release such Service for repair by Globalgig or its agent and provided reasonable assistance to diagnose the event. Reasonable assistance may include providing Globalgig access to Customer's equipment, premises, or network, if necessary, and assisting Globalgig with problem identification and resolution via telephone or other means such as fax or e-mail.
  - (x) Failure by Customer to make payment or comply with the terms of the Agreement.

7. Change Management with Premier Tier Service Option. Globalgig provides ongoing change management support as part of the Premier tier option. Globalgig will make configuration changes at Customer's request or to resolve network or performance issues via the applicable orchestration platform for the affected Monitored Asset(s). All Customer-driven change requests shall be submitted to the Globalgig Support/NOC center (same process as opening a trouble ticket). There is no limit to the number of change requests that can be submitted monthly, however Globalgig reserves the right to revisit this policy if Customer requests become excessive.

MACD Type	Category	Fundamental	Plus	Premier
Change IP Address	Standard	ProServ SOW	Included	Included
Customer Notification parameter adjustments	Standard	ProServ SOW	Included	Included
Add or delete static routes	Standard	ProServ SOW	Included	Included
Minor QoS (Quality of Service) changes	Standard	ProServ SOW	Included	Included
Minor Application Aware Routing (AAR) Modifications	Standard	ProServ SOW	Included	Included
SSID or VLAN or Interface additions	Standard	ProServ SOW	Included	Included
Customized reporting	Basic	ProServ SOW	ICB	ICB
Traffic Shaping / Bandwidth throttling requests	Enhanced	ProServ SOW	ICB	ICB
Security policy modifications	Enhanced	ProServ SOW	ICB	ICB
Load balancing changes	Enhanced	ProServ SOW	ICB	ICB
Protocol specific modifications	Enhanced	ProServ SOW	ICB	ICB
Major QoS changes	Design	ProServ SOW	ICB	ICB
Major AAR modifications	Design	ProServ SOW	ICB	ICB
Network and Security topology changes	Design	ProServ SOW	ICB	ICB

Notes:

- All Fundamental and Plus Tier changes require a Professional Services (PS) engagement, SOW, and Globalgig operations approval.
- Standard changes have a 1 business day SLO. Basic, Enhanced, and Design SLOs are ICB.
- ICB requests carry additional fee per pricing schedule below and require 48-hr notice.
- Typical ICB labor time is 4 hours. Requests >4 hours require a separate Professional Services (PS) engagement.
- All MACD work is performed remotely. If truck roll is required, additional fees may apply.

Pricing per hour (1 hour minimum):

Basic: \$175  
Enhanced: \$225  
Design: \$325

8. Web Based Reporting Services. Globalgig provides access to Globalgig's orchestration and/or end-point monitoring system for the relevant Service for Customer to view performance data for Monitored Assets and Business Services. Portal access will vary by Service selected.
9. Globalgig's Rights to Limit or End Service or End This Agreement. Globalgig can, with notice, limit, suspend or end Service or any agreement with Customer for cause, including, but not limited to: (1) if Customer: (a) breaches this agreement; (b) resells Service; (c) uses Service for any illegal purpose, including use that violates trade and economic sanctions and prohibitions promulgated by any governmental agency; (d) installs, deploys or uses any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate an RF signal without Globalgig permission; or (2) if Customer and/or any end-user of Customer device or Service: (a) engage in abusive messaging or calling; (b) modify Customer device from its manufacturer's specifications; (c) use Service in a way that negatively affects Globalgig and/or underlying mobile network and/or other customers. Globalgig can also temporarily limit or suspend Service without notice for any operational issue such as a Denial-of-Service attack, virus generation or required governmental action.
10. Security. Globalgig Does Not Guarantee Security. Data encryption is available with some, but not all services sold by Globalgig. If Customer uses Customer provided device to access company email or information, it is Customer's

responsibility to ensure Customer use complies with Customer company's internal IT and security procedures.

11. 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. 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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