



Globalgig

Main Service Agreement

Globalgig Main Service Agreement

This Main Service Agreement ("Agreement") 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 covers all orders and transactions between the Parties. It becomes effective the date of Globalgig's signature below ("Effective Date") and shall govern through the last date any Service Term is in effect ("Term") subject to the terms and conditions of this Agreement. Customer and Globalgig may be referred to herein individually as "Party" and collectively as "Parties".

WHEREAS Customer desires to obtain services and products pursuant to the terms and conditions hereunder; and

WHEREAS Globalgig is willing to provide services and products offered by Globalgig; and

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

- SERVICE ORDERS; COMMENCEMENT.** "Service(s)" means products and services offered by Globalgig under the terms of this Agreement and in each applicable "Service Addendum". Instruments used to order Services include any Service Order, Statement of Work, Scope of Work and/or Proof of Concept provided by Globalgig (hereinafter referred to as "Service Order"). The Service Order shall include, at a minimum, the requested location(s), Service type and rates, plus the committed Service Term. "Service Term" is the number of months reflected on the Service Order or twelve (12) months, whichever is greater. If applicable, month-to-month Services are provided at the applicable month-to-month rate upon thirty (30) days' written notice to Customer. 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, or in the case of equipment under a Service Term, when the equipment arrives on-site ("Service Commencement Date") Upon expiration of a Service Term, the Service shall renew for subsequent twelve (12) month periods or as otherwise stated on a renewal Service Order (each renewal a "Renewal Term"). Services may not renew 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. The furnishing of Service is subject to the availability thereof, on a continuing basis, and is limited to the capacity of Globalgig to offer the Service.
- PAYMENT; CREDIT TERMS.** The Service Commencement Date initiates billing. The first invoice includes the first partial month and the second full month of Service. All usage Services are invoiced based on the usage for the immediately preceding month. 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 whilst non-Disputed Amounts remain payable by the due date. Customer agrees to submit Disputed Amounts within thirty (30) days following the date on the applicable invoice or Customer shall have waived its right to dispute said amounts. If Customer is late in payment of non-Disputed Amounts, then Globalgig may apply a monthly late charge equal to 1.5%, or the maximum rate permitted by Applicable Law, and 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. Except as necessary to provide the Service, 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 for any service provided by Globalgig are exclusive of sales, use or privilege taxes or tax-like charges, fees or similar liabilities, including governmental or quasi-governmental imposed charges.
- USE OF SERVICE.** Use of Service must comply with the then-current version of Globalgig's Acceptable Use Policy at [Globalgig Contract Terms and Conditions](#) ("Policy"). Globalgig reserves the right to amend a Policy from time to time, to Customer. In the event a material modification of a Policy has a material and detrimental effect on Customer's use of a Service, Customer may terminate the affected Service(s) without penalty upon written notice to Globalgig. Customer may not use Services for any unlawful purpose or in any unlawful manner, nor in any manner that interferes with the operation or use of Globalgig's Services by its other customers.
- CONSTRUCTION; GOVERNING LAW.** In case of any conflict or ambiguity between the body of this Agreement and the provisions in any Service Order, Service Addendum, Supplement, Annex, Schedule, Exhibit or Purchase Order, the terms of the body of this Agreement shall prevail except as otherwise expressly provided therein, followed then, in order of precedence, by the Service

Addendum, Supplement, Annex, Schedule, Exhibit or Purchase Order. Each provision of this Agreement is separate and severable and enforceable accordingly. If any provision or part of a provision is found to be void, invalid or otherwise unenforceable, the remaining part of the provisions will continue in full force and effect. 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. 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. 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 a 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. A breach will be deemed to have occurred 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, Use of Services ("Customer Default"). In the event of a Customer Default, Globalgig shall have the right to: (i) suspend Service(s); (ii) cease accepting or processing orders; (iii) if applicable, withhold delivery of Call Detail Records (CDRs) other equivalent usage reports; 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, Customer Termination, 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 or a Service may be suspended or terminated immediately by Globalgig if 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 suspension or termination due to Globalgig being prohibited from furnishing such Service pursuant to this Section 6.C.

7. INDEMNITY.

- A. Each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other and all of their officers, agents, directors, shareholders, subcontractors, subsidiaries, employees and other affiliates (collectively, "Indemnified Party") from and against any losses, liabilities, damages and claims, and all related costs and expenses (including reasonable fees, expenses and disbursements of attorneys, accountants and other experts and professionals, and costs, fees and expenses of investigation, litigation or other proceedings of any claim, default or assessment, settlement, judgment, interest, court costs and penalties) paid or payable to a third-party ("Claim") imposed upon the Indemnified Party by reason of a Claim arising out of or as a result of the Indemnifying Party's (i) gross negligence or willful, criminal or fraudulent misconduct and/or (ii) violation of Applicable Law.
- B. Globalgig agrees to indemnify, defend and hold harmless Customer from any Claim incurred by Customer related to or arising from any allegation that a Service violates, infringes, or misappropriates any third-party(ies) rights, including intellectual property rights. Globalgig's foregoing infringement indemnification shall not apply if the Claim arises out of or results from: (i) content provided by or through Customer; (ii) modifications to the Service made by Customer or others and not made by Globalgig or any of Globalgig's suppliers; (ii) the combination of the Service with any other products, services, or materials where in the absence of such combination the Service would not have been infringing (iv) Globalgig's adherence to instructions or specifications from Customer; or (v) use of the Service by Customer in violation of this Agreement. In the event of a Claim of infringement under this Section, Globalgig shall either procure for Customer the right to continue using the Service or modify or replace the alleged infringing Service or component so that the Service becomes non-infringing and provides substantially the same features and functionality as before. Upon inability to reasonably perform either of the foregoing options, Customer may terminate the affected Service and Customer shall receive a refund of any prepaid charges.

- C. Customer acknowledges that Globalgig exercises no control whatsoever over the content of the information passing through Customer's Services ("Content") and that it is the sole responsibility of Customer to ensure that the Content it and its users transmit and receive complies with all Applicable Law. For the avoidance of doubt, Content does not include information made available by or through Globalgig. Customer agrees to indemnify, defend and hold harmless Globalgig from any Claim related to Content or Customer's misconduct or negligent use of Services. Customer shall make no Claim against Globalgig for any information, product, service, software or otherwise not provided by Globalgig.
- D. For the purposes of this Agreement, gross negligence means any act or failure to act (whether sole, joint or concurrent) by a person that was intended to cause or was in reckless disregard of, or wanton indifference to, the harmful consequences which the person acting or failing to act knew, or should have known, would result from such act or omission, provided that gross negligence does not include any act or failure to act insofar as it: (a) constituted mere ordinary negligence; or (b) was done or omitted in accordance with the express instructions or approval of all Parties.
- E. In the event a Claim relates to the negligence of both Parties, the relative burden of the Claim shall be attributed equitably between the Parties in accordance with the principles of comparative negligence. In the event any action is brought against an Indemnified Party, such Party shall immediately notify the Indemnifying Party in writing, and the Indemnifying Party shall, upon request, assume the cost of the defense on behalf of the Indemnified Party. The Indemnifying Party shall pay all expenses incurred by and satisfy all Claims rendered against the Indemnified Party, provided that the Indemnified Party shall not be liable for any settlement of Claims effected without its written consent.
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. 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. GLOBALGIG MAY PROVIDE SOME OR ALL OF THE SERVICES THROUGH THIRD-PARTY SUPPLIERS; PROVIDED, THAT, GLOBALGIG SHALL AT ALL TIMES REMAIN RESPONSIBLE AND LIABLE FOR THE OBLIGATIONS AND ACTS OF SUCH THIRD-PARTY SUPPLIER TO THE SAME EXTENT AS IF SUCH PERFORMANCE, OBLIGATIONS AND ACTS WERE OF GLOBALGIG DIRECTLY. THE PARTIES ACKNOWLEDGE THAT GLOBALGIG'S THIRD-PARTY SUPPLIERS ARE NOT A PARTY TO THIS AGREEMENT. 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 ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD.
9. REPRESENTATIONS AND WARRANTIES. Each Party represents and warrants to the other that (a) it will comply, and remain in compliance with, all domestic and foreign Applicable Laws; (b) it has full power and authority to enter into and perform this Agreement in accordance with its terms, and (c) the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. THE PARTIES ACKNOWLEDGE THAT IT IS TECHNICALLY IMPRACTICABLE TO PROVIDE SERVICE FREE OF FAULTS, AND DO NOT UNDERTAKE TO DO SO. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SERVICES ARE AS-IS AND NO PARTY MAKES ANY OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OR ANY OTHER IMPLIED WARRANTIES ARISING OUT OF USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. ALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS. GLOBALGIG DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN GLOBALGIG'S SYSTEMS OR SERVICES WILL BE ERROR FREE OR FREE FROM INTRUSION.
10. SECURITY REQUIREMENTS. The Internet is not a secure network. Confidential or sensitive information should not be transmitted over the Internet unprotected. The Parties shall use firewalls, anti-virus, industry-standard anti-malware and intrusion prevention software, and other security devices. Each Party shall promptly notify the other Party in writing if there is actual or suspected fraudulent or other unauthorized use of the Service.
11. SERVICE LOCATION ACCESS. Customer shall provide Globalgig with supervised access to each Service location as necessary for Globalgig to review, install, inspect, maintain or repair any Globalgig-owned equipment necessary to provide Services. Globalgig may perform an installation review of each Service location prior to installation of Services. Customer shall be responsible, at its own expense, for all site preparation activities necessary for delivery and installation of the equipment and the installation and ongoing provision of Services, including, but not limited to, providing electrical or other utility service, the relocation of Customer's equipment, furniture and furnishings as necessary to access any equipment and/or Services.
12. IP ADDRESSES AND DOMAIN NAME REGISTRATION. Customer agrees to return to Globalgig any IP addresses or address blocks assigned to Customer by Globalgig upon expiration, cancellation, or termination of a Service. Customer may be required to

renumber the IP addresses assigned to Customer by Globalgig. Where applicable, all fees associated with domain name registration and periodic maintenance of domain names are Customer's responsibility. The registrar or Globalgig, on registrar's behalf, will bill such fees directly to Customer. Such fees are not included in the price of the Service. Notwithstanding anything to the contrary, Customer agrees to abide by the domain name registrar's terms and conditions provided to Customer prior to obtaining domain name service from Globalgig. Domain name registration is limited to the following extensions: .net, .com, and .org. Globalgig does not guarantee that Customer's choice of names is or will continue to be available for use as a domain name.

13. **ASSIGNMENT.** Neither Party may assign, novate or transfer its rights or obligations under this Agreement in whole or in part to any third party without the prior 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, full payment, or as permitted above shall constitute a default of a material obligation.
14. **CONFIDENTIAL INFORMATION.** Neither Party may divulge any information identified and deemed confidential by the other Party or that a reasonable person would expect to be considered confidential (hereinafter referred to as "CI"). All information concerning Globalgig's security reports (i.e., SOC, ISO/IEC 27001), traffic patterns and distributions, network maps, diagrams, technical and business and market ideas, costs, profit and margin information, business and market strategies and plans, trade secrets, and all other technical 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 legal counsel 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 or independently created 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 of competent jurisdiction provided that, unless prohibited by the terms of such demand, or otherwise prohibited by law, such Party promptly informs the other Party of the demand and affords the other Party a reasonable opportunity to seek judicial relief. 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. Reverse engineering (also known as backwards engineering or back engineering) is a process or method through the application of which one attempts to understand through deductive reasoning how a device, process, system, or piece of hardware or software accomplishes a task with very little (if any) insight into exactly how it does so. Neither Party shall, directly or indirectly, reverse engineer or aid or assist in the reverse engineering of any part of CI it receives. Reverse engineering includes, without limitation, decompiling, disassembly, sniffing, peeling semiconductor components, or otherwise deriving source code. 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.
15. **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 including websites, 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.
16. **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 a 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, pandemic, 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. If Globalgig is unable to provide Service (or a component thereof) due a to 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.
17. **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 resale occurs or 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).

18. **SUBJECT TO LAWS.** Both Parties agree to comply with and give all notices required by Applicable Law and to obtain and maintain all certifications, permits, licenses, approvals or authorizations required by any regulatory or governmental entity. "Applicable Law" means any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate, judgment, decree, injunction, writ, order, subpoena, or like action of a Governmental Authority that applies, as the context requires, to this Agreement and the performance of obligations or other activities related thereto. "Governmental Authority" means: (i) any national, federal, state, or local government entity, authority, agency, instrumentality, court, tribunal, regulatory commission or other body, either foreign or domestic, whether legislative, judicial, administrative or executive; and (ii) any arbitrator to whom a dispute has been presented under government rule or by agreement of the parties with an interest in such dispute.
19. **NOTICES.** All notices shall be in writing and shall be deemed to have been duly given and effective as of the date of electronic mail transmission or confirmed delivery or confirmed fax. The Parties have consented and agreed to conduct some transactions electronically. 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.
20. **INSURANCE.** During the Term of this Agreement and for a period of one (1) year thereafter, in addition to statutorily required workers compensation insurance, each Party shall, at its sole cost and expense, have in effect and keep in force insurance coverage which is primary and non-contributory as to any insurance maintained by the other Party, with reputable insurance companies. Upon request of a Party, the other Party shall provide certificates of insurance or evidence of coverage before commencing performance under this Agreement and shall make available evidence of coverages with the other Party as necessary to ensure that evidence of current coverage is on file at all times during the Term of this Agreement.
21. **MISCELLANEOUS.** Globalgig may perform scheduled maintenance upon ten (10) days' written notice to Customer. In the event emergency 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 maintenance event. Customer acknowledges that maintenance may result in Service interruptions. In no event shall interruptions for 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, representations, warranties, liability, and indemnification shall survive any termination of this Agreement. If any provision of this Agreement is to any extent invalid, illegal, or incapable of being enforced, in whole or in part, such provision shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other provisions hereof shall remain in full force and effect; and to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. This Agreement and other documents to be delivered pursuant to this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other Parties. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the Internet), by electronic mail in "portable document format" (".PDF") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original signature. 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 Main 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.
22. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement for Services between Globalgig and Customer; incorporates all Service Addendums and Services provided by Globalgig; 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 an instrument in writing executed by each Party, or as expressly provided for herein.

This Agreement 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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