SD-WAN SERVICE ADDENDUM

This Addendum for SD-WAN Services ("Addendum") ") is entered into by and between GLOBALGIG LIMITED, a company incorporated under the laws of England and Wales (registered no. 08164402), having its registered office at 1 Quality Court, Chancery Lane, London WC2A 1HR ("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 "Access Circuit" means a physical network transmission circuit that establishes connectivity between a Customer Site and Globalgig-provided connectivity including DIA, MPLS, Ethernet, EoC, FTTx, DSL, cable, or Fixed Wireless.
   1.2 "Availability" means the ability of the CPE to (i) maintain connectivity to the network and (ii) perform ordered SD-WAN functionality and (iii) conform to the to the Availability objectives set out in this Addendum.
   1.3 "Customer Site" means the location of one (1) or more CPE device, whether a Customer premises, a data center, or a third-party hosting or colocation facility.
   1.4 "CPE" means each individual piece of Customer premises equipment identified in a Service Order by which the Services are ordered, which is located at the Customer Site, and which is supplied to Customer by Globalgig as part of the Services. CPE may also include Virtualized Network Function(s).
   1.5 "Degraded Availability" means the Service is Available, but performance or some features are severely degraded, materially impacting normal use of the Service.
   1.6 "Fixed Wireless" includes connectivity delivered over microwave or LTE wireless technology.
   1.7 "Fully-diverse" means at least two (2) Globalgig-provided wireline Access Circuits with independent last-mile facilities as well as fully distinct carrier networks.
   1.8 "Globalgig SD-WAN" refers to a Globalgig designed, deployed, and managed software-defined WAN service providing secure overlay network interconnections to Customer locations, the internet and cloud infrastructure.
   1.9 "Headend" is a centralized hub where traffic from branch locations and/or remote users is directed for access.
   1.10 "High Availability" is a designated Customer Site that is provisioned with a minimum of two (2) Globalgig-provided CPE, two (2) Globalgig-provided WAN transit switches (if applicable), and two (2) Fully-diverse Globalgig-provided Access Circuits (excluding Fixed Wireless) and conforms to the Availability objectives set out in this Addendum.
   1.11 "Incident" means any event that is not part of the standard or expected operation of the Service and that causes or may cause an outage or degradation in performance of the Service.
   1.12 "Mean Time to Restore" (MTTR) is the mean elapsed time to restore any interrupted Services during the course of a month.
   1.13 "Notification" occurs when Globalgig has received notice of an Incident affecting the Service upon receipt of a phone call or email from Customer or upon receipt of an automated alert from the monitoring system.
   1.14 "Return Materials Authorization" (RMA) is the process of returning a defective CPE for replacement.
   1.15 "Service" for the purpose of this Addendum refers to Globalgig SD-WAN service including the CPE, software, one (1) or more Globalgig-provided Access Circuits and management of these elements at a given Customer Site to enable connectivity between Customer's Sites as well as to the internet and cloud service providers.
   1.16 "Service Outage" means the period of time that the Globalgig SD-WAN service at a Customer Site is unable to transmit or receive IP packets as measured by the applicable Globalgig trouble ticket or Globalgig log files. Service Outage excludes Degraded Availability or periods of scheduled maintenance activities.
   1.17 "Standard Availability" is a designated Customer Site that is provisioned with a single Globalgig-provided CPE and two (2) Globalgig-provided Fully-diverse Access Circuits with at least one (1) wired connection (excludes Fixed Wireless) and conforms to the Availability objectives set out in this Addendum.
   1.18 "Time to Restore" (TTR) is the elapsed time to restore any individual case of interrupted Services during a month.

2. Service Description. The service covered under Globalgig's SD-WAN Service Level Agreement is Globalgig SD-WAN. Any service level objective and/or agreement applicable to any other service or component thereof offered by Globalgig shall have no force or effect. The Service includes the following:

   2.1 Solution design by Globalgig solution architects.
   2.2 Customer Premises Equipment (CPE) SD-WAN hardware provided by Globalgig and located at a Customer Site. Requires Customer to provide a UPS (universal power supply) and surge protection for each active CPE, capable of supplying power to the CPE for a minimum of two (2) hours and keep CPE in an active state (i.e. powered-up) at all times.
   2.3 Software that provides real-time routing over multiple Access Circuits based on the characteristics of traffic flows, application profiles and business policy rules provided by, or set forth by, Customer.

2.4 Single or dual Globalgig-provided Access Circuits including but not limited to DIA, DSL, cable, FTTx, MPLS/VPLS or Fixed Wireless.

2.5 Service management including following additions: Up/Down monitoring of CPE and circuits, reporting, 24/7/365 email and phone support.

    2.5.1 Co-managed access to centralized management console
    2.5.2 Incident creation based on business rules focused on site availability
    2.5.3 Shared analytics which show performance and utilization statistics for circuits and SD-WAN solution
    2.5.4 Wireless out of band management (OOBM) to the CPE
    2.5.5 Tier 1 support bypass gets trouble and requests directly to the Service Advantage Team

3. <u>Service Monitoring and Time to Restore</u>. Upon receipt of Notification of a Service Outage or Degraded Availability, Globalgig will:
   - Create a Trouble Ticket to track the incident, and assign a priority level to the Incident based on those set out in the table below;
   - Diagnose the Incident and attempt to resolve the problem;
   - Provide regular and periodic updates on the status of resolution, (Globalgig requires that all email notifications, alerts or updates be sent to **distribution groups** and not to individual email addresses)
   - Resolve the Incident ("<u>Mean Time to Resolution</u>" or "<u>MTTR</u>" per site averaged over a month):

Priority/Severity Level*	Definition	Ticket Updates	MTTR
Priority 1 (Urgent)	SD-WAN service	Hourly	4 Hours
Priority 2 (High)	SD-WAN service is degraded but operational and one (1) or more Access Circuits are down at site or affected	Every 4 hours or by next business day	24 Hours
Priority 3 (Informational)	Routine technical or configuration and there are no operational impacts	Every 8 hours or by next business day	36 Hours

    *Excludes CPE failure.

3.1 Priority incidents requiring CPE replacement are subject to Trouble Ticket status entering "Pending RMA" during the RMA process (approval and shipping times) and Globalgig remote services technician on-site availability. This ticket status will pause the MTTR timer for this incident.

3.2 In the event of CPE failure and where replacement is required, Globalgig will commit to shipping replacement CPE within one (1) business day after diagnosis. Once Globalgig has confirmed installation of the CPE at Customer's Site, Globalgig will complete remote configuration and testing of replacement CPE.

4. <u>Service Availability</u>. Globalgig will use commercially reasonable efforts to ensure that it provides the guaranteed Availability for each Customer Site with Globalgig SD-WAN Service in a given month.
   "<u>Availability</u>" = ([total minutes in a billing month – total minutes Service Outage] / total minutes in a billing month) x 100

4.1 If Globalgig does not provide the specified Availability at a Customer Site in a given month, Customer may receive credit according to the following table. For the avoidance of doubt, Service Levels in any other Service Addendum shall not apply to SD WAN Services.

High Availability Configuration – 100% Availability

Site Availability	Rebate as percent of then-current monthly recurring charge (MRC) for the affected Customer Site
<100%-99.7%	5% of Site MRC
99.6%-99.4%	10% of Site MRC
99.3%-98.9%	15% of Site MRC
98.7%-98.3%	20% of Site MRC
98.2%-96.7%	25% of Site MRC
<96.6%	30% of Site MRC

Standard Availability Configuration – 99.9% Availability

Site Availability	Rebate as percent of then-current monthly recurring charge (MRC) for the affected Customer Site
<99.9%-99.4%	3% of Site MRC
99.3%-98.9%	5% of Site MRC
<98.7%-98.3%	10% of Site MRC

5. <u>Credit Requests and Service Level Agreement Limitations</u>.

   5.1 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 Service Outage. 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 total MRCs for that period for service and facilities.

   5.2 A Service Outage is measured from the time that Globalgig validates the Service Outage has occurred, until the time that Globalgig resolves the Service Outage. All Service Outage measurements will be rounded up or down to the nearest one-minute increment, with increments equal to or greater than 30 seconds being rounded up to the next minute. Final determinations of the length of the cumulative periods of Service Outages over a calendar month shall be based on Globalgig's monitoring.

   5.3 All headends must have at least 2 underlay IP circuits, with at least 1 dedicated SDWAN IP circuit, provided by Globalgig, or 3rd party carrier via LOA. All headends require a high availability design, inclusive of Globalgig SD-WAN hardware and customer core networking hardware. Globalgig engineering must approve design, including bandwidth requirements.

   5.4 The following will be excluded from any time-based calculations related to the Service Outage and will not be eligible for credit:

       5.4.1   Any outage of an Access Circuit not provided by Globalgig,
       5.4.2   Any outage of an Access Circuit using Fixed Wireless,
       5.4.3   Scheduled maintenance where Customer has been notified at least 24 hours in advance,
       5.4.4   Recurring or zero-impact maintenance that is generally applicable to all Customers,
       5.4.5   Customer misuse of any of the Services,
       5.4.6   Direct or indirect acts or omissions of Customer, including any user of the Service,
       5.4.7   Customer elects not to release the Service for testing or repair and continues to use on an impaired basis,
       5.4.8   Rearrangements, modifications or additions made at the direction or request of Customer,
       5.4.9   Failure by Customer to make payment or comply with the terms of the Agreement,
       5.4.10 Improper configuration of any of the Services' redundancy by Customer,
       5.4.11 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,
       5.4.12 Acts or orders of government,
       5.4.13 Any failure or malfunction of equipment, applications or systems not owned or controlled by Globalgig or under its direction or control,
       5.4.14 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,
       5.4.15 Emergency maintenance where, in Globalgig's reasonable judgment, such maintenance cannot be performed during a scheduled maintenance window due to the urgent nature of the threat or potentially negative impact of failure to perform the maintenance.
       5.4.16 Customer's failure to provide UPS and/or surge protection for all CPE at a Customer Site and maintain in active state.
       5.4.17 For Services where automated Service Outage notification is provided, it is Customer's responsibility to 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 Service Outage notification if the Customer email distribution list is not provided, out of date or inaccurate due to Customer's action or omission.

6. <u>Use of the SD-WAN Services and Equipment</u>. Any equipment owned and installed by Globalgig as part of the Service remains the property of Globalgig. Customer may not sell, lease, abandon or give away equipment, allow anyone other than Globalgig or its third-party vendor to service the equipment, or allow any third-party to use the equipment, other than on Customer's behalf in connection with its use of the Service. Customer agrees not to disable or defeat any capacity-limiting feature of the equipment, or otherwise use the equipment at a greater capacity rate than the contracted rate. Further,

Customer agrees not to use the equipment with any unsupported hardware or software or use the Service for any unlawful purpose. Equipment provided by Globalgig shall be furnished and used in accordance with Globalgig's Leased Equipment Addendum.

7. <u>Use of Customer Data</u>. Customer acknowledges that Globalgig engages third-party vendors to supply components of the SD-WAN Service. Customer agrees that solely for the purposes of rendering the SD-WAN Service, such third-party vendors may use, on an aggregated, non-individually identifiable basis, all information regarding networking characteristics, usage, performance and related data involved in this use of the SD-WAN Service.

8. <u>No Proprietary Rights</u>. Except as explicitly set forth elsewhere in the Agreement, Customer does not acquire any rights in or license to any component of the SD-WAN Service or any intellectual property rights thereto. In addition to any restrictions set out in the Agreement or an Addendum, Customer shall not, and shall not encourage any third party to, remove, alter, reverse engineer, or obscure in any way the proprietary rights notices (including copyright, patent, and trademark notices and symbols) of Globalgig or its third-party vendors providing components of the SD-WAN Service affixed or contained on or within any Equipment.

9. <u>Acceptance of This Addendum</u>. By accepting this Addendum, Customer agrees to receive and pay for the Service provided by Globalgig, including any subsequent Service Orders under the terms and conditions of this Addendum.

This Addendum is made part of and incorporated in the Agreement and constitutes the entire agreement by Globalgig and Customer pertaining to the subject matter hereof . Any and all Services pertaining to the subject matter hereof and active as of the Effective Date shall be governed by the terms and conditions herein.

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