

## CLLOUD CONNECT SERVICE ADDENDUM

This Addendum for Cloud Connect Service (“**Addendum**”) is made part of and incorporated in the Agreement and entered into by and between IGEM COMMUNICATIONS LLC (DBA Globalgig), a Texas limited liability company, and its Affiliates, with a principal place of business at 1870 W. Bitters Road, Suite 103, San Antonio, Texas 78248 (“**Globalgig**”) and the customer identified on the applicable Service Order, within Globalgig’s billing systems, or as a User of a Globalgig Service (“**Customer**”). Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement. By accessing or using Services, Customer agrees to be bound by this Addendum and the Agreement.

1. **SERVICE DESCRIPTION.** Globalgig’s Cloud Connect is an adaptable solution that seamlessly integrates on-premises infrastructure and cloud-based services (“**Cloud Connect**”). This product facilitates reliable, secure, high-speed connections between customers’ enterprise LANs/WANs and various cloud platforms, such as Amazon Web Services (AWS), Microsoft Azure, Google Cloud Platform (GCP), and many others. Additionally, Globalgig operates its own cloud-based service infrastructure for services such as Globalgig Hosted Voice Services and GG Wireless Private Networking, and Globalgig’s Cloud Connect can be leveraged to provide high-performance integration of those services into the enterprise LAN/WAN as well. Globalgig’s Cloud Connect service components include:

“**Ports**”: Customer points of access to Globalgig’s Cloud Connect service.

“**Virtual Cross Connects**”: Paths for data transmission between Ports, Virtual Edges, Cloud Service Providers, and the public internet. There are several types of Virtual Cross Connects, with the specific type being dependent upon the resources to which the Virtual Cross Connect is associated.

“**Virtual Edges**”: Virtual machine-hosted solutions that can be configured to perform specific functions depending upon the software/image selected by the customer.

2. **COMPONENT DESCRIPTIONS.** Components of Globalgig’s Cloud Connect Service are as follows:

### A. PORT COMPONENT DEFINITION:

1. **COMPONENT DESCRIPTION**

A Port (the “**Service**”) A Port is a high-speed Ethernet interface that provides a physical connection to access a PVXC, IVXC, CVXC, or GVXC. Available speed options are 1Gbps, 10Gbps, and 100Gbps. Link Aggregation Group (LAG) using Link Aggregation Control Protocol (LACP) can be enabled on a single Port of 10Gbps or greater, with a maximum of eight Ports combined in one LAG. The total available bandwidth of a LAG is the sum of all constituent ports.

2. **SERVICE LEVEL AGREEMENT**

The Service has a monthly Service Availability Target of 100%. Service Availability is calculated as follows:

$$\frac{([\text{Total minutes in a billing month} - \text{Total unavailable minutes in billing month}])}{\text{Total minutes in a billing month}}$$

### B. PRIVATE VIRTUAL CROSS-CONNECT (“PVXC”) COMPONENT DEFINITION:

1. **COMPONENT DESCRIPTION**

A PVXC is a high-speed, point-to-point Ethernet virtual circuit between two Ports or between a Port and a VE. Speed may be configured in 1Mbps increments, with a maximum speed of the speed of the slowest Port or VE to which the PVXC is associated.

2. **ADDITIONAL TERMS**

- a) Customer must have one or more active Ports to use Service.
- b) When Customer orders a Service, Customer will order it between a Port owned by Customer (the A-End) and another Port (the B-End). The B-End may be owned by Customer or owned by a thirdparty. Where Customer orders a Service connected to a B-End owned by a thirdparty, Customer acknowledges that Globalgig cannot activate that Service until it has received the B-End owner’s consent.
- c) Customer acknowledges that if it terminates any Port associated with the Service, the Service will automatically terminate.
- d) Customer acknowledges that if a third-party B-End owner terminates a B-End associated with the Service, the Service will automatically terminate. Globalgig will not be liable for the termination of the Service but will

- e) refund any charges Customer has pre-paid for the terminated Service.
- e) Customer may change the rate limit of the Service at any time using a Service Order. Customer agrees to pay the charges specified in the Service Order for the change in rate limit.

**3. SERVICE LEVEL AGREEMENT**

The Service has a monthly Service Availability Target of 100%. Service Availability is calculated as follows:

$$\frac{([\text{Total minutes in a billing month} - \text{Total unavailable minutes in billing month}])}{\text{Total minutes in a billing month}}$$

Each Service traverses a single Label Switched Path (as defined by ITU-T Recommendation Y.1561 (05/2004) (“LSP”), and the availability of a Service is measured by the availability of that LSP. A Service will be considered available when the LSP meets or exceeds all the service targets below for three consecutive five-minute intervals, in which case the time of availability will start from the first of these intervals (“Available”). A Service will continue to be considered Available until the LSP fails to meet one or more of the service targets below for three consecutive five-minute intervals, in which case the time of unavailability will start from the first of these intervals (“Unavailable”). A Service will continue to be considered Unavailable until it is Available again. Availability is measured by reference to ITU-T Recommendation Y. 1561 (05/2004).

Service Target	Value
Packet Error Ratio (PER)	<0.1%
Packet Loss Ratio (PLR)	<0.1%
Packet Transfer Delay (PTD)	Refer to Appendix A, Globalgig’s packet-transfer-delay table Note: that the target does not apply between Ports with a 5-minute average traffic load of more than 70% for either incoming or outgoing traffic.

PER, PLR, and LSP are defined in ITU-T Recommendation Y. 1561 (05/2004).

**C. INTERNET VIRTUAL CROSS-CONNECT (“IVXC”) COMPONENT DEFINITION:**

**1. COMPONENT DESCRIPTION**

An IVXC is a high-speed, point-to-point Ethernet virtual circuit between a Customer Port or VE and an Internet Port. Speed may be configured in 1Mbps increments, with a maximum speed of the speed of the slowest Port or VE to which the IVXC is associated.

**2. ADDITIONAL TERMS**

- a. Customer must have one or more active Ports to use Service.
- b. When Customer orders a Service, Customer will order it between a Port or VE owned by Customer (the A-End) and another Port (the B-End). The B-End will be an Internet Port.
- c. Customer acknowledges that if it terminates any Port associated with the Service, the Service will automatically terminate.
- d. Customer acknowledges that if a third-party B-End owner terminates a B-End associated with the Service, the Service will automatically terminate. Globalgig will not be liable for the termination of the Service but will refund any charges Customer has pre-paid for the terminated Service.
- e. Customer may change the rate limit of the Service at any time using a Service Order. Customer agrees to pay the charges specified in the Service Order for the change in rate limit.

**3. SERVICE LEVEL AGREEMENT**

The Service has a monthly Packet Success Delivery Target of 99.5% and applies only to traffic on the underlying carrier’s native network. This Service Level Agreement does not apply to any network other than that of the underlying carrier.

Packet Success Delivery is calculated as follows:

$$\frac{([\text{Packets Sent in a billing month}] - [\text{Packets Lost in a billing month}])}{[\text{Packets Sent in a billing month}] \times 100}$$

**D. CLOUD VIRTUAL CROSS-CONNECT (“CVXC”) COMPONENT DEFINITION:**

**1. COMPONENT DESCRIPTION**

A CVXC is a high-speed, point-to-point Ethernet virtual circuit between a Customer Port or VE and a Cloud Service Provider Port. Speed may be configured in 1Mbps increments, with a maximum speed of the speed of the slowest Port or VE to which the CVXC is associated.

**2. ADDITIONAL TERMS**

- a. Customer must have one or more active Ports to use Service.
- b. When Customer orders a Service, Customer will order it between a Port or VE owned by Customer (the A-End) and another Port (the B-End). The B-End will be a Cloud Service Provider Port.
- c. Customer acknowledges that if it terminates any Port associated with the Service, the Service will automatically terminate.
- d. Customer acknowledges that if a third-party B-End owner terminates a B-End associated with the Service, the Service will automatically terminate. Globalgig will not be liable for the termination of the Service but will refund any charges Customer has pre-paid for the terminated Service.
- e. Customer may change the rate limit of the Service at any time using a Service Order. Customer agrees to pay the charges specified in the Service Order for the change in rate limit.
- f. The CVXC bandwidth to some Cloud Service Providers may be limited to 5 Gbps at Globalgig’s discretion.

**3. SERVICE LEVEL AGREEMENT**

The Service has a monthly Service Availability Target of 100%. Service Availability is calculated as follows:

$\frac{([\text{Total minutes in a billing month} - \text{Total unavailable minutes in billing month}])}{\text{Total minutes in a billing month}}$
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Each Service traverses a single Label Switched Path (as defined by ITU-T Recommendation Y.1561 (05/2004) (“LSP”), and the availability of a Service is measured by the availability of that LSP. A Service will be considered available when the LSP meets or exceeds all the service targets below for three consecutive five-minute intervals, in which case the time of availability will start from the first of these intervals (“Available”). A Service will continue to be considered Available until the LSP fails to meet one or more of the service targets below for three consecutive five-minute intervals, in which case the time of unavailability will start from the first of these intervals (“Unavailable”). A Service will continue to be considered Unavailable until it is Available again. Availability is measured by reference to ITU-T Recommendation Y. 1561 (05/2004).

Service Target	Value
Packet Error Ratio (PER)	<0.1%
Packet Loss Ratio (PLR)	<0.1%
Packet Transfer Delay (PTD)	Refer to Appendix A, Globalgig’s packet-transfer-delay table Note: that the target does not apply between Ports with a five-minute average traffic load of more than 70% for either incoming or outgoing traffic.

PER, PLR, and LSP are defined in ITU-T Recommendation Y. 1561 (05/2004).

**E. GLOBALGIG VIRTUAL CROSS-CONNECT (“GVXC”) COMPONENT DEFINITION:**

**1. COMPONENT DESCRIPTION**

A GVXC is a high-speed, point-to-point Ethernet virtual circuit between a Customer Port or VE and a Globalgig Cloud Service instance. Speed may be configured in 1Mbps increments, with a maximum speed of the speed of the slowest Port or VE to which the GVXC is associated.

**2. ADDITIONAL TERMS**

- a. Customer must have one or more active Ports to use Service.
- b. When Customer orders a Service, Customer will order it between a Port or VE owned by Customer (the A-End) and another Port (the B-End). The B-End will be a Globalgig Cloud Service Instance.
- c. Customer acknowledges that if it terminates any Port associated with the Service, the Service will automatically terminate.
- d. Customer acknowledges that if a third-party B-End owner terminates a B-End associated with the Service,

the Service will automatically terminate. Globalgig will not be liable for the termination of the Service but will refund any charges Customer has pre-paid for the terminated Service.

- e. Customer may change the rate limit of the Service at any time using a Service Order. Customer agrees to pay the charges specified in the Service Order for the change in rate limit.
- f. The GVXC bandwidth may be limited at Globalgig's discretion.

### 3. SERVICE LEVEL AGREEMENT

The Service has a monthly Service Availability Target of 100%. Service Availability is calculated as follows:

$\frac{([\text{Total minutes in a billing month} - \text{Total unavailable minutes in billing month}])}{\text{Total minutes in a billing month}}$
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Each Service traverses a single Label Switched Path (as defined by ITU-T Recommendation Y.1561 (05/2004) ("**LSP**"), and the availability of a Service is measured by the availability of that LSP. A Service will be considered available when the LSP meets or exceeds all the service targets below for three consecutive five-minute intervals, in which case the time of availability will start from the first of these intervals ("**Available**"). A Service will continue to be considered Available until the LSP fails to meet one or more of the service targets below for three consecutive five-minute intervals, in which case the time of unavailability will start from the first of these intervals ("**Unavailable**"). A Service will continue to be considered Unavailable until it is Available again. Availability is measured by reference to ITU-T Recommendation Y. 1561 (05/2004).

Service Target	Value
Packet Error Ratio (PER)	<0.1%
Packet Loss Ratio (PLR)	<0.1%
Packet Transfer Delay (PTD)	Refer to Appendix A, Globalgig's packet-transfer-delay table Note: that the target does not apply between Ports with a five-minute average traffic load of more than 70% for either incoming or outgoing traffic.

PER, PLR, and LSP are defined in ITU-T Recommendation Y. 1561 (05/2004).

## F. VIRTUAL EDGE "VE" COMPONENT DEFINITION:

### 1. COMPONENT DESCRIPTION

A Virtual Edge ("**VE**") (the "**Service**") is virtual machine-hosted solution that can be configured to perform specific functions, with the specific function being dependent upon the software/image selected by the customer to run on it. Where the selected software/image requires a software license, Customer must supply their own or purchase through Globalgig. VEs are accessible either by VXC's or the public internet and may be used to join customer-premises-based SD-WAN nodes to each other, to other VEs, and to other Services such as Internet and Cloud Services.

### 2. PREREQUISITES & RESTRICTIONS

- a) A VE must only be configured with validated SD-WAN licenses, and to this end, Customers need to provide their own SD-WAN license key or purchase a license key via Globalgig (if/when such license keys are made available by Globalgig, Globalgig being under no obligation to do so).
- b) VEs are available in select metropolitan areas.
- c) VEs are available in a range of sizes, determined individually by use case:

Size ("Name")	CPU Quantity	RAM (GB)	Storage
"2/8"	2	8	Per image/software technical specification
"4/16"	4	16	Per image/software technical specification
"8/32"	6	32	ePr image/software technical specification
"12/48"	8	48	Per image/software technical specification

### 3. SERVICE LEVEL AGREEMENT

The Service has a monthly Service Availability target of 99.995%. Service Availability is calculated as follows:

$$\frac{([\text{Total minutes in a billing month} - \text{Total unavailable minutes in billing month}])}{\text{Total minutes in a billing month}}$$

“Available” means the Customer’s VE is running and able to route packets between connected xVXCs, as applicable.

3. **SERVICE CREDITS.** If Globalgig fails to comply with the Availability SLA for one or more components, Customer may be entitled to request an Outage Credit according to Figure 1.

Figure 1:

Monthly Service Availability	Outage Credit
100% - 99.7%	3% of MRC
<99.7% - 99.4%	5% of MRC
<99.4% - 98.9%	7.5% of MRC
<98.9% - 98.3%	10% of MRC
<98.3% - 96.7%	15% of MRC
<96.7%	20% of MRC

If Globalgig fails to comply with IVXC Packet Success Delivery Service Level, Customer may be entitled to request an Outage Credit according to Figure 2.

Figure 2:

Monthly Packet Success Delivery	Outage Credit
<99.5%	15% of MRC

4. **CREDIT REQUESTS AND SERVICE LEVEL AGREEMENT LIMITATIONS.** The following applies to all Service Levels provided by Globalgig.
- 4.1 To request a credit, Customer shall submit a request in writing, citing applicable trouble ticket ID(s), to their Sales Representative with a description of the requested credit within thirty (30) calendar days of the claimed Outage. The Sales Representative will notify Customer when the requested credit has been approved or declined.
  - 4.2 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. Outage Credits and/or cancellation of the affected Service shall be Globalgig’s sole liability and Customer’s sole remedy in the event of Outage.
  - 4.3 An Outage Period is measured from the time that Globalgig validates the Outage has occurred until the time that Globalgig resolves the Outage. All 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.
  - 4.4 For Services where automated 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 Outage notification if Customer’s email distribution list is not provided, out of date, or inaccurate due to Customer’s action, inaction, or omission.
  - 4.5 Events that cause an Outage but involve simultaneous multiple failures shall be treated as one single Outage for the purpose of calculation of Outage Credits. Customer will be eligible for one (1) credit for multiple credit requests related to a single network event. Outage Credits will not be cumulative. Credits are not transferable to other Services provided by Globalgig.
  - 4.6 The following will be excluded from any time-based calculations related to the Outage and will not be eligible for credit:
    - 4.6.1 Scheduled maintenance where Customer has been notified in advance;
    - 4.6.2 Recurring or zero-impact maintenance that is generally applicable to all Customers;

- 4.6.3 Customer misuse of any of the Services;
- 4.6.4 Direct or indirect acts or omissions of Customer, including any user of the Service;
- 4.6.5 Customer elects not to release the Service for testing or repair and continues to use on an impaired basis;
- 4.6.6 Rearrangements, modifications, or additions made at the direction or request of Customer;
- 4.6.7 Failure by Customer to make payment or comply with the terms of the Agreement;
- 4.6.8 Improper configuration of any of the Services' redundancy by Customer;
- 4.6.9 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;
- 4.6.10 Any failure or malfunction of equipment, applications, or systems not owned or controlled by Globalgig or under its direction or control;
- 4.6.11 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; or
- 4.6.12 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. **ACCEPTANCE OF THIS ADDENDUM.** USE OF A SERVICE CONSTITUTES ACCEPTANCE OF THIS ADDENDUM BY CUSTOMER. BY ACCEPTING THIS ADDENDUM, CUSTOMER ACKNOWLEDGES AND AGREES TO RECEIVE AND PAY FOR THE SERVICES PROVIDED BY GLOBALGIG, INCLUDING ANY SUBSEQUENT SERVICE ORDERS, UNDER THIS ADDENDUM AND IN ACCORDANCE WITH THE AGREEMENT.

THIS ADDENDUM IS MADE PART OF AND INCORPORATED IN THE AGREEMENT AND CONSTITUTES THE ENTIRE UNDERSTANDING BETWEEN GLOBALGIG AND CUSTOMER WITH RESPECT TO THE SUBJECT MATTER HEREIN. ALL SERVICES RELATED TO THE SUBJECT MATTER OF THIS ADDENDUM AND ACTIVE AS OF THE EFFECTIVE DATE SHALL BE GOVERNED EXCLUSIVELY BY THIS ADDENDUM AND THE AGREEMENT.

**[APPENDIX A: PACKET TRANSFER DELAY TABLE ON FOLLOWING PAGE]**

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## APPENDIX A: PACKET TRANSFER DELAY TABLE

### APAC

From/To	Sydney	Melbourne	Brisbane	Perth	Auckland	Singapore	Hong Kong
Sydney	<2ms	<11ms	<15ms	<32ms	<80ms*	-	-
Melbourne	<11ms	<2ms	<25ms	<39ms	<90ms*	-	-
Brisbane	<15ms	<25ms	<2ms	<43ms	<95ms*	-	-
Perth	<32ms	<39ms	<43ms	<2ms	<108ms*	-	-
Auckland	<80ms*	<90ms*	<95ms*	<108ms*	<2ms	-	-
Singapore	-	-	-	-	-	<2ms	<20ms
Hong Kong	-	-	-	-	-	<20ms	<2ms

### North America

From/To	Los Angeles	Las Vegas	San Jose	Portland	Seattle	Dallas	Chicago	Ashburn	New York City	Toronto	San Francisco
Los Angeles	<2ms	-	<7ms	-	<17ms	<22ms	<34ms	<46ms	<46ms	<54ms	<8ms
Las Vegas	-	<2ms	-	-	-	-	-	-	-	-	-
San Jose	<7ms	-	<2ms	-	<11ms	<42ms	<33ms	<46ms	<44ms	<52ms	<3ms
Portland	-	-	-	<2ms	-	-	-	-	-	-	-
Seattle	<17ms	-	<11ms	-	<2ms	<42ms	<25ms	<41ms	<37ms	<43ms	<12ms
Dallas	<22ms	-	<42ms	-	<42ms	<2ms	<21ms	<21ms	<30ms	<37ms	<43ms
Chicago	<34ms	-	<33ms	-	<25ms	<21ms	<2ms	<16ms	<12ms	<15ms	<34ms
Ashburn	<46ms	-	<46ms	-	<41ms	<21ms	<16ms	<2ms	<4ms	<12ms	<47ms
New York City	<46ms	-	<44ms	-	<37ms	<30ms	<12ms	<4ms	<2ms	<9ms	<45ms
Toronto	<54ms	-	<52ms	-	<43ms	<37ms	<15ms	<12ms	<9ms	<2ms	<53ms
San Francisco	<8ms	-	<3ms	-	<12ms	<43ms	<34ms	<47ms	<45ms	<53ms	<2ms

### Europe

From/To	London	Dublin	Amsterdam	Stockholm	Frankfurt	Sofia
London	2ms	7ms	28ms	19ms	35ms	48ms
Dublin	7ms	2ms	34ms	24ms	39ms	54ms
Amsterdam	28ms	34ms	2ms	24ms	12ms	22ms
Stockholm	19ms	24ms	24ms	2ms	28ms	44ms
Frankfurt	35ms	39ms	12ms	28ms	2ms	32ms
Sofia	48ms	54ms	22ms	44ms	32ms	2ms

\*PTD value allows for traffic to be routed via an alternative connectivity path in the case of primary path failure. Average PTD on these direct paths is <30ms, except Perth-Auckland which has an Average PTD of <40ms.

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