

INTERNET SERVICE ADDENDUM

This Addendum for Internet 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 Internet Service provides enhanced data networking that routes data traffic throughout the World over a Public Internet Protocol (IP) network (“**Network**”). Customer may gain access to the Network to transport traffic from its or its customer sites to the public Internet using any of the Service types herein. Customer acknowledges and agrees that all IP addresses provided by Globalgig shall remain the property of Globalgig and are non-transferable. Customer is responsible for providing compatible Customer-provided equipment that is used for connection to Globalgig Internet Service.
 - 1.1 **DEDICATED INTERNET ACCESS (“DIA”).** DIA provides single-site access to the public Internet. The access bandwidth purchased by a distinct customer is fully dedicated to said distinct customer and is free from access link congestion caused by traffic generated by other customers. DIA service is symmetrical, providing equal and simultaneous download and upload speeds equal to the specific DIA bandwidth option purchased. DIA services are covered by a performance Service Level Agreement (“**SLA**”) detailed in Appendix A. SLAs apply only for DIA services delivered in countries listed in Appendix A, Attachment 1, section 1. DIA services delivered in China and associated SLAs require the election of Globalgig’s Premium China DIA option as indicated in Appendix A, Attachment 1, section 2.
 - 1.2 **BROADBAND INTERNET SERVICES.** Broadband Internet Services provide single-site access to the public Internet on a best-effort basis. The access bandwidth purchased by a distinct customer is typically delivered over one or more shared infrastructure components and may be subject to access link congestion from traffic generated by other customers. Broadband Internet Services may be symmetrical (equal simultaneous download and upload speeds) or asymmetrical (different simultaneous download and upload speeds). Technical support and trouble resolution coverage for Broadband Internet Services may vary depending upon geography and underlying provider.
 - 1.2.1 **FIBER BROADBAND SERVICE.** Fiber Broadband Service (“**FTTx Broadband**”) services provide access to the public Internet over fiber optic facilities using Passive Optical Networking (“**PON**”) or other related technologies. Service may be symmetrical (equal simultaneous download and upload speeds) or asymmetrical (different simultaneous download and upload speeds). Actual realized upload and download speeds may vary depending upon many factors, including, but not limited to, the bandwidth option purchased, real-time Internet traffic conditions, and the underlying network design of the facilities-based carrier delivering the Service.
 - 1.2.2 **DIGITAL SUBSCRIBER LINE BROADBAND SERVICE.** Digital Subscriber Line Broadband (“**DSL Broadband**”) services provide access to the public Internet over local exchange service facilities. Service may be symmetrical (equal simultaneous download and upload speeds) or asymmetrical (different simultaneous download and upload speeds). Actual realized upload and download speeds may vary depending upon many factors, including, but not limited to the bandwidth option purchased, the distance from the local service provider’s serving central office, real-time Internet traffic conditions, and the underlying network design of the facilities-based carrier delivering the Service.
 - 1.2.3 **CABLE BROADBAND SERVICE.** Cable Broadband (“**Cable Broadband**”) services provide access to the public Internet over coaxial cable and/or fiber optic infrastructure. Service may be symmetrical (equal simultaneous download and upload speeds) or asymmetrical (different simultaneous download and upload speeds). Actual realized upload and download speeds may vary depending upon many factors, including, but not limited to, the distance from the Cable Broadband provider’s headend location, real-time Internet traffic conditions, and the underlying network design of the facilities-based carrier delivering the Service.
 - 1.2.4 **WIRELESS BROADBAND INTERNET SERVICE.** Wireless Broadband Internet (“**Wireless Broadband**”) services provide access to the public Internet over Cellular or Fixed Wireless access networks. Service may be symmetrical (equal simultaneous download and upload speeds) or asymmetrical (different simultaneous download and upload speeds). Wireless Broadband is reliant upon radio technologies and is subject to service area and performance limitations caused by atmospheric, topographical, or environmental

conditions, cell site availability, equipment or its installation, governmental regulations, system limitations, maintenance, or other conditions or activities affecting Wireless Service operation. Wireless Service and/or select features may not be available in all areas.

2. EQUIPMENT AND SOFTWARE.

- 2.1 **GLOBALGIG-PROVIDED SOFTWARE.** Globalgig may provide, at no cost to Customer, software owned by Globalgig or its third-party licensors, providers, or suppliers in connection with Services hereunder (together, “**Services**”). Customer may use the Software in object code form only on the hardware on which it is installed, only as part of or for the use of the Service, and no other purpose. Software may be accompanied by an end-user license agreement. Customer’s use of any Software is governed by, and must be complied with, the terms of that license agreement and this Addendum. Custom may not install or use any Software that is accompanied by or includes an end-user license agreement unless Customer first agrees to all the terms and conditions of the end-user license agreement.
- 2.2 If the Software is not accompanied by an end user license agreement, Customer is hereby granted a personal, revocable, non-exclusive, and non-transferable license to use the Software (and any corrections, updates, and upgrades thereto), for the sole purpose of enabling Customer to use the Service.
- 2.3 Customer may not decompile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Software, otherwise reduce the Software to a readable form, modify, rent, lease, loan, use or reproduce, sublicense or distribute copies of the Software, or otherwise transfer the Software to any party. Customer may not remove or alter any trademark, trade name, copyright, or other proprietary notices, legends, symbols, or labels appearing on or in copies of the Software.
- 2.4 Customer is not granted any title or rights of ownership in the Software. Customer acknowledges that this license is not a sale of intellectual property and that Globalgig or its third-party licensors, providers, or suppliers continue to own all rights, titles, and interests, including, but not limited to, all copyrights, patents, trademarks, trade secrets, and moral rights, to the Software and related documentation, as well as any corrections, updates, and upgrades. Globalgig reserves the right to update or change the Software from time to time, and Customer agrees to cooperate in performing such steps as may be necessary to install any updates or upgrades to the Software. The Software may be used in the United States only, and any export of the Software is strictly prohibited.
- 2.5 IF AT ANY TIME DURING THE TERM GLOBALGIG PROVIDES CUSTOMER WITH FREE OR FOR-FEE SOFTWARE OR EQUIPMENT, INCLUDING, WITHOUT LIMITATION, CUSTOMER AND/OR NETWORK SECURITY SOFTWARE, CUSTOMER AGREES THAT ITS SOLE RIGHT TO RECOURSE, IF ANY, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR FAILURE OF SUCH SOFTWARE TO PERFORM, AS AGAINST THE MANUFACTURER OF SUCH SOFTWARE OR PERIPHERAL EQUIPMENT.
- 2.6 **RETURN OF EQUIPMENT AND SOFTWARE.** Customer understands and agrees that, notwithstanding any other provision to the contrary, all equipment and materials installed or provided by Globalgig are and shall always remain the property of Globalgig and shall not become a fixture to the Service Location. Upon termination or expiration of a Service, Customer agrees to return to Globalgig all equipment (other than equipment Customer has purchased) that Globalgig has provided to Customer in connection with the Service and to cease use of all the provided Software and immediately delete such Software from Customer’s computer(s) and device(s). All equipment must be returned to Globalgig at the time Services are disconnected and in the same condition in which they were received, subject to ordinary wear and tear. In the event such equipment and/or Software is not returned in such condition to Globalgig within ten (10) calendar days following such termination or expiration, Globalgig reserves the right to charge Customer, and Customer agrees to pay, the then-current list price of the unreturned equipment and/or Software.
- 2.7 **INTERNET ACCESS OPERATION.** Customer is solely responsible for obtaining, installing, configuring, and maintaining necessary equipment or Software updates, patches, or other fixes, which are or may become necessary to access the Internet Access Service and to operate Customer’s computer(s) and device(s). The preceding obligations apply regardless of whether Globalgig or a third party provides the Software or equipment to Customer. Customer understands that Internet Access bandwidth is provided on a per-line basis and that the speed and bandwidth available to each computer or device connected to the network will vary depending upon the number and types of computers or devices using the Internet Access Service and the type of use (e.g., streaming media or downloading larger files). Only the manufacturer’s warranties are included with any equipment or Software provided by Globalgig shall apply.
3. **SERVICE LEVELS.** Globalgig will use reasonable efforts to meet the applicable Service Level Agreement (“**SLA**”) outlined in Appendix A. Service Levels for SD-WAN Services are provided in Globalgig’s SD-WAN Addendum.

4. **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: DEDICATED INTERNET ACCESS SERVICE LEVELS ON FOLLOWING PAGE]

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APPENDIX A – DEDICATED INTERNET ACCESS SERVICE LEVELS

Appendix A applies to Globalgig’s Dedicated Internet Access service only. Broadband Internet and SD-WAN Services are specifically excluded.

1. **SERVICE LEVEL AGREEMENT.** SLA.1 applies only to Globalgig’s Dedicated Internet Access service.

SLA.1 - Availability: Globalgig’s Dedicated Internet Access Service Availability objective is to make Dedicated Internet Access Service available one hundred percent (100%) of the time within a given calendar month in those countries listed in Attachment 1, section 1 hereto. Dedicated Internet Access Service Availability is calculated as follows:

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

If Globalgig fails to comply with this SLA.1, 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

SLA.2 - Latency (applies to Premium China DIA only, see Attachment 1):

Latency is the monthly average roundtrip network delay and will be measured on an ongoing basis, every 5 minutes, to adequately determine the consistent average monthly performance level for latency at the relevant POP. Latency is calculated as follows in milliseconds (ms):

$$\left(\frac{[\sum (\text{Roundtrip delay for relevant POP-POP trunks})]}{[\text{Total number of relevant POP-POP trunks}]} \right)$$

The Latency commitments for the various POP-to-POP trunks are set out under Figure 2:

Figure 2:

City	Shenzhen SZ	Dongguan DG	Guangzhou GZ	Huizhou HZ	Zhongshan ZS	Shanghai SH	Beijing BJ
Hong Kong HK	26 ms	35 ms	35 ms	35 ms	35 ms	60 ms	70 ms

If Globalgig fails to comply with this SLA.2, Customer may be entitled to request an Outage Credit according to Figure 3.

Figure 3:

% Above total monthly latency commitment	Outage Credit
≤5%	1% of MRC
>5 and ≤10%	5% of MRC
>10% and ≤20%	10% of MRC
>20%	20% of MRC

2. CREDIT REQUESTS AND SERVICE LEVEL AGREEMENT LIMITATIONS.

- 2.1 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.
- 2.2 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 an Outage.
- 2.3 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.
- 2.4 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, is out of date, or is inaccurate due to Customer's action, inaction, or omission.
- 2.5 Events that cause an Outage but involve simultaneous multiple failures shall be treated as one single Outage for purposes 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.
- 2.6 The following will be excluded from any time-based calculations related to the Outage and will not be eligible for credit:
 - 2.6.1 Scheduled maintenance where Customer has been notified in advance,
 - 2.6.2 Recurring or zero-impact maintenance that is generally applicable to all Customers,
 - 2.6.3 Customer misuse of any of the Services,
 - 2.6.4 Direct or indirect acts or omissions of Customer, including any user of the Service,
 - 2.6.5 Customer elects not to release the Service for testing or repair and continues to use on an impaired basis,
 - 2.6.6 Rearrangements, modifications, or additions made at the direction or request of Customer,
 - 2.6.7 Failure by Customer to make payment or comply with the terms of the Agreement,
 - 2.6.8 Improper configuration of any of the Services' redundancy by Customer,
 - 2.6.9 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,
 - 2.6.10 Any failure or malfunction of equipment, applications, or systems not owned or controlled by Globalgig or under its direction or control,
 - 2.6.11 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
 - 2.6.12 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.

ATTACHMENT 1 –SLAS FOR SPECIFIC COUNTRIES

SECTION 1: 100% NETWORK SITE AVAILABILITY ONLY:

Argentina	Colombia	Germany	Luxembourg	Poland	Taiwan
Australia	Costa Rica	Greece	Malaysia	Portugal	Thailand
Austria	Czech Republic	Hong Kong	Mexico	Puerto Rico	United Kingdom
Belgium	Denmark	Hungary	Netherlands	Singapore	United States
Brazil	Ecuador	Indonesia	New Zealand	South Korea	Venezuela
Bolivia	Egypt	Ireland	Norway	Spain	
Canada	Finland	Italy	Peru	Sweden	
Chile	France	Japan	Philippines	Switzerland	

SECTION 2: 100% NETWORK SITE AVAILABILITY AND LATENCY, PREMIUM CHINA DIA OPTION ONLY:

China

SECTION 3: NO NETWORK SITE AVAILABILITY OR LATENCY SLAS

Any country other than those countries listed in Attachment 1, section 1 or section 2 hereto.

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