

MPLS SERVICE ADDENDUM

This Addendum for MPLS 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. **DESCRIPTION.** MPLS Services includes two (2) virtual private network (“**VPN**”) services for dedicated site-to-site communications via Multi-Protocol Label Switching. MPLS and VPLS may each be referred to as “**Service**”.

1.1 **MPLS.** MPLS is a VPN service which provides private Internet Protocol (“**IP**”) connection(s) between two (2) or more sites (“**MPLS Service**”). MPLS Service is provided over an MPLS Network. Customer acknowledges that certain Service(s), or a portion thereof, may be provided by third parties. Customers selecting an MPLS Service must purchase a minimum of two (2) MPLS ports in order to set up a dedicated site-to-site connection. MPLS Service will be connected to each site (including third-party sites designated by Customer) (together, “**Customer Sites**”) through a Customer port at either (i) a circuit location address, or (ii) a Globalgig Point of Presence (POP), in each case as specified in the Service Order. Customer Sites will be connected to a port at one (1) or more MPLS Network POPs at a fixed data transmission rate.

1.2 **VPLS.** VPLS is a VPN service which provides a private Ethernet connection(s) between two (2) or more sites (“**VPLS Service**”). VPLS Service is provided over an MPLS Network. Customers selecting VPLS Service must purchase a minimum of two (2) VPLS ports in order to set up a dedicated site-to-site connection. VPLS Service will be connected to each Customer Site through a Customer port at either (i) a circuit location address or (ii) a POP, in each case as specified in the Service Order. Customer Sites will be connected to a port at one (1) or more MPLS Network POPs at a fixed data transmission rate.

1.3 Customer is responsible for providing network design specifications, including pre-existing LAN/WAN IP addressing schemes, MAC addresses, and circuit designs. VPLS Service does not include Customer Equipment (as defined below) or managed router service unless contracted separately.

1.4 Class of service (“**CoS**”) may be added to an MPLS Service as an option when requested by Customer. CoS provides the ability to prioritize certain identifiable traffic flows between MPLS Network ports. CoS rates shall be specified in the applicable Service Order. Notwithstanding the foregoing, Customer is solely responsible for selection of classes of service and selection of the distribution percentages of the bandwidth by class over the port, as defined by predetermined profile options as set forth in the Service Order. Service Levels for the relevant CoS shall only apply to such traffic that is within the distribution percentages by CoS as identified by Customer in the Service Order; any traffic outside such distribution percentages shall be treated as Default Traffic under the Service Levels.

1.5 Standard Customer Network Management (“**CNM**”) web tools are also offered in conjunction with the MPLS Services.

2. **DEFINITIONS.** 1. “**MPLS Network**” shall mean that portion of the network specifically recognized with the technical designation of Autonomous System Number 2. “**Customer Port**” shall mean a port on the MPLS Network which is designated for Customer’s use in conjunction with an MPLS or VPLS VPN Service.

3. **EQUIPMENT AND ADDRESSES.**

3.1 Customer is solely responsible for selecting, supplying, installing, operating, maintaining, and ensuring the compatibility of any equipment, CPE, facilities, and/or other materials used in connection with the Service that are not provided by Globalgig, including any related applications, systems, and software (collectively, “**Customer Equipment**”). Globalgig expressly disclaims any responsibility for Customer Equipment. Customer: (1) will ensure that all Customer Equipment used with or connected to the MPLS Service or the network comply with all applicable laws, licenses, industry standards, and reasonable instructions provided by Globalgig; and (2) understands that if any Customer Equipment impairs its use of the Service, Customer will remain liable for applicable charges, and any otherwise applicable service level agreement will not apply.

3.2 If the Service includes the use of equipment or related software provided by Globalgig or its licensors (“**Globalgig Equipment**”), Customer agrees: (i) that Customer will not assert any ownership interest whatsoever in the Globalgig Equipment; (ii) that Customer will keep the Globalgig Equipment free and clear from all liens, claims, and

encumbrances; and (ii) that Customer will take all reasonably necessary actions to protect Globalgig's interest in the Globalgig Equipment.

3.3 All IP and MAC addresses that are provided by Globalgig shall remain the property of Globalgig and are non-transferable.

4. **SERVICE LEVELS.**

4.1 **DOMESTIC SERVICE LEVEL.** The following applies to Globalgig's domestic MPLS VPN Services, including IPVPN and VPLS Services. Service Levels for SD-WAN Services are provided in Globalgig's SD-WAN Addendum.

Measurement Parameters	Class of Service					
	Voice / Video	Interactive Video	Critical Data	Preferred Data	Bulk Data	Default Traffic
Average Availability	99.99%	99.99%	99.99%	99.99%	99.99%	99.99%
Average Data Delivery	99.999%	99.99%	99.95%	99.9%	N/A	N/A
Average Latency	50 ms	50 ms	50 ms	50 ms	N/A	N/A
Jitter	3 ms	3 ms	N/A	N/A	N/A	N/A

FIGURE 1

SLA.1: DOMESTIC AVAILABILITY. The following availability service levels apply to all CoS. Globalgig will use commercially reasonable efforts to make Customer Ports associated with the Services available to pass traffic to and from the Customer Site and the MPLS Network. Globalgig's compliance with this SLA1 is based on Globalgig's calculation of "Monthly Service Unavailability," which, for purposes hereof, is defined as the number of minutes in a calendar month the Customer Port on the MPLS Network experiences an Outage ("Domestic Availability SLA"). For purposes of this the Domestic Availability SLA, an "Outage" is defined as a period during which the MPLS VPN Service is unavailable to Customer to pass traffic via the MPLS Network. Upon Customer request, Globalgig will calculate Customer's Monthly Service Unavailability.

If Globalgig fails to comply with the Domestic Availability SLA, Customer will be entitled to request a credit based on the monthly recurring port charge for the affected Customer Ports, based on any Outage this Domestic Availability SLA, as follows:

Monthly Service Unavailability (in hrs:mins:secs)	Credit
0:04:18 – 00:45:00	5%
00:45:01 – 04:00:00	10%
04:00:01 – 08:00:00	20%
08:00:01 – 12:00:00	30%
12:00:01 – 16:00:00	40%
16:00:01 – 24:00:00	50%
24:00:00 or greater	100%

SLA.2: DOMESTIC LATENCY SLA. The following service level applies to the Voice/Video, Interactive Video, Critical Data, and Preferred Data classes of service only (when CoS is contracted separately). This Domestic Latency SLA is a monthly average round-trip transmission of fifty (50) milliseconds or less between Globalgig's core inter-regional MPLS Network provider edge nodes ("PE Nodes") in the contiguous U.S. ("Domestic Latency"). Each calendar month, Globalgig shall measure latency by averaging sample measurements taken between PE Nodes each five minutes. Upon Customer request, Globalgig will calculate the Domestic Latency.

If Globalgig fails to comply with Domestic Latency, Customer, upon request, will be entitled to request a credit equal to ten percent (10%) of the Customer's monthly recurring charge for the MPLS VPN Service elements with respect to which the Domestic Latency has not been met.

SLA.3: DOMESTIC DATA DELIVERY SLA. The following service level applies to the Voice/Video, Interactive Video, Critical Data, and Preferred Data classes of service only (when CoS is contracted separately). This Domestic Data Delivery SLA is a measurement of delivered packets on the MPLS Network, measured as an average over a calendar month period per CoS. Monthly Domestic Data Delivery SLAs are defined in Figure 1 above. Data not delivered due to Customer

introduction of traffic in excess of contracted service shall be excluded from the Domestic Data Delivery SLA. Upon Customer request, Globalgig will calculate the average monthly Domestic Data Delivery SLA. If the Domestic Data Delivery SLA percentage does not meet the guaranteed metric per traffic class within any calendar month, Customer will be entitled to request a credit equal to ten percent (10%) of the monthly recurring charge for affected MPLS VPN Service elements with respect to which the Domestic Data Delivery SLA has not been met.

If the Domestic Data Delivery SLA is not achieved due to an Outage, the Domestic Availability SLA will then apply and will replace the Domestic Data Delivery SLA credit for the affected MPLS VPN Service elements with respect to which the Domestic Data Delivery SLA has not been met.

SLA.4: DOMESTIC JITTER SLA. The following service level applies to the Voice/Video and Interactive Video classes of service only (when CoS is contracted separately). This Domestic Jitter SLA endeavors to meet a monthly average of one-way jitter of three (3) milliseconds or less between PE in the contiguous U.S. Each calendar month, Globalgig shall measure jitter by averaging sample measurements taken between PE Nodes each five minutes (“**Domestic Jitter SLA**”). Upon Customer request, Globalgig will calculate the average Domestic Jitter SLA.

If Globalgig fails to comply with this the Domestic Jitter SLA, Customer will be entitled to request a credit equal to ten percent (10%) of the Customer’s monthly recurring charge for the affected MPLS VPN Service elements with respect to which the Domestic Jitter SLA has not been met.

4.2 INTERNATIONAL SERVICE LEVEL. The following service levels apply to Globalgig’s International MPLS IPVPN Services.

Measurement Parameter	Class of Service		
	Voice/Video	Critical Data	Default
Average Availability ^{1,2}	99.9%	99.9%	99.9%
Average Data Delivery (Throughput) ¹	99.9%	99.5%	N/A
Average Round Trip Delay (Latency) – Core Nodes	City Pair Based	City Pair Based	N/A
Jitter (one way) ¹	<10 ms	N/A	N/A

FIGURE 2

¹ Customer Ports associated with MPLS VPN Services in India Tier I PoPs (Delhi, Mumbai, Chennai, Bangalore, Hyderabad, Gurgaon, Pune, and Cochin): Jitter (or inter-packet differential delay) commitment for Voice/Video is < 20ms. MPLS VPN Services for all other ports in India: Service Availability commitment is 99.5%. Average Data Delivery commitment is 99.5% for Voice/Video and 99% for Critical Data. Jitter commitment for Voice/Video is <25 ms. MPLS VPN Services Ports in South Africa: Service Availability commitment is 99.8%. Jitter commitment for Voice/Video is <15 ms.

² All sites served by DSL access: Service Availability commitment is 99.8%.

SLA.5: INTERNATIONAL AVAILABILITY SLA. The following availability service levels apply to all classes of service. Globalgig will use commercially reasonable efforts to make Customer Ports associated with the MPLS VPN Services and Globalgig- provided local access available in accordance with Figure 2 to pass traffic to and from the Customer Site and the MPLS Network (“**International Availability SLA**”). Globalgig’s compliance with this International Availability SLA is based on Globalgig’s calculation of “**Monthly Service Unavailability**,” which, for purposes hereof, is defined as the number of minutes in a calendar month the Customer Port on the MPLS Network experiences an Outage. For the purposes of the International Availability SLA, an Outage is defined as a period during which the MPLS VPN Service is unavailable to Customer to pass traffic via the MPLS Network. Upon Customer request, Globalgig will calculate Customer’s Monthly Service Unavailability.

If Globalgig fails to comply with the Domestic Availability SLA, Customer will be entitled to request a credit based on the monthly recurring port charge for the affected Customer Ports, based on any Outage this International Availability SLA as follows:

Monthly Service Unavailability - (in hrs:mins:secs)	Credit
0:04:18 – 00:45:00	5%
00:45:01 – 04:00:00	10%
04:00:01 – 08:00:00	20%
08:00:01 – 12:00:00	30%
12:00:01 – 16:00:00	40%

16:00:01 – 24:00:00	50%
24:00:00 or greater	100%

SLA.6: INTERNATIONAL LATENCY SLA. The following service level applies to the Voice/Video and Priority Data classes of service only (when CoS is contracted separately). This International Latency SLA is measured as a monthly average round-trip transmission between the city pairs across the MPLS Network as set forth in Attachment 1, Parts 1 and 2, *International MPLS VPN Services PoP-to-PoP Round-Trip Latency SLA Matrix* (“**International Latency**”). Each calendar month, Globalgig shall measure latency by averaging sample measurements taken between PE Nodes each five minutes. Upon Customer request, Globalgig will calculate the average monthly International Latency.

If Globalgig fails to comply with the International Latency, Customer, upon request, will be entitled to request a credit equal to ten percent (10%) of the Customer’s monthly recurring charge for the affected MPLS VPN Service elements with respect to which the International Latency has not been met.

SLA.7: INTERNATIONAL DATA DELIVERY SLA. The following service level applies to the Voice/Video and Critical Data classes of service only (when CoS is contracted separately). This International Data Delivery SLA is a measurement of delivered packets on the MPLS Network, measured as an average over a one-calendar-month period per class of service. Monthly International Data Delivery SLAs are defined in Figure 2 above. Data not delivered due to Customer introduction of traffic in excess of contracted service shall be excluded from the International Data Delivery SLA. Upon Customer request, Globalgig will calculate the average monthly International Data Delivery SLA.

If International Data Delivery SLA percentage is not achieved per traffic class within any calendar month, Customer will be entitled to request a credit equal to ten percent (10%) of the monthly recurring charge for affected MPLS VPN Service Network elements with respect to which this International Data Delivery SLA has not been met. If the International Data Delivery SLA is not achieved due to an Outage, the International Network Availability SLA will then apply and will replace the International Data Delivery SLA credit for the affected elements.

SLA.8: INTERNATIONAL JITTER SLA. The following service level applies to the Voice/Video class of service only (when CoS is contracted separately). This International Jitter SLA endeavors to meet a monthly average of jitter for transmissions between any two Customer ports on the International MPLS Network within Customer’s VPN in accordance with Figure 2; each calendar month, Globalgig shall measure jitter by averaging sample measurements taken between PE Nodes each five minutes (“**International Jitter SLA**”). Upon Customer request, Globalgig will calculate the International Jitter SLA.

If Globalgig fails to comply with this International Jitter SLA, Customer will be entitled to request a credit equal to ten percent (10%) of the Customer’s monthly recurring charge for the affected MPLS VPN Service elements with respect to which this International Jitter SLA has not been met.

5. CREDIT REQUESTS AND SERVICE LEVEL AGREEMENT LIMITATIONS.

- 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 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 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.
- 5.2 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.
- 5.3 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.
- 5.4 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 a request which stems from the same network event. Outage Credits will not be cumulative. Credits are not transferable to other Services provided by Globalgig.

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

- 5.5.1 Scheduled maintenance where Customer has been notified in advance,
- 5.5.2 Recurring or zero-impact maintenance that is generally applicable to all Customers,
- 5.5.3 Customer misuse of any of the Services,
- 5.5.4 Direct or indirect acts or omissions of Customer, including any user of the Service,
- 5.5.5 Customer elects not to release the Service for testing or repair and continues to use on an impaired basis,
- 5.5.6 Rearrangements, modifications, or additions made at the direction or request of Customer,
- 5.5.7 Failure by Customer to make payment or comply with the terms of the Agreement,
- 5.5.8 Improper configuration of any of the Services' redundancy by Customer,
- 5.5.9 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,
- 5.5.10 Any failure or malfunction of equipment, applications, or systems not owned or controlled by Globalgig or under its direction or control,
- 5.5.11 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
- 5.5.12 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.

6. **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.

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