

ORCHESTRA™ SOFTWARE AS A SERVICE ADDENDUM

This Addendum for Orchestra™ Software as a 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.

BACKGROUND INFORMATION

- A. Globalgig owns and provides access to the Subscription Services (as defined below), which provides a managed communication platform providing customers with control over their wireless, SD-WAN, network services, voice, managed services, and the like on an ongoing, real-time basis, including billing; Authorized User activation and management; user interfaces; platform APIs; rate plans; and related proprietary software and software support services.
- B. Globalgig wishes to supply, and Customer wishes to utilize, Globalgig’s Subscription Services to enable the design, implementation, and ongoing management of the Customer’s branded mobile services, subject to the terms and conditions of this Agreement.

1. DEFINITIONS.

- 1.1 “**Access Credentials**” means any username, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify an individual’s identity and authorization to access and use the Subscription Services.
- 1.2 “**Authorized User**” has the meaning set forth in Section 2.2 (Authorized Users).
- 1.3 “**Claim**” means any losses, liabilities, damages, claims, and all related costs and expenses (including reasonable fees, expenses and disbursements of attorneys, accountants and other experts and professionals, in addition to 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.
- 1.4 “**Customer Data**” means, other than the De-identified Data, PII, as defined herein, and other such data as required to deliver or use the Subscription Services.
- 1.5 “**Customer Proprietary Network Information**” or “**CPNI**” has the definition contained in Section 6.2 (Authorized User Information) subsection (b) hereof.
- 1.6 “**Customer Systems**” refers to the Customer’s information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by Customer or through the use of third-party services.
- 1.7 “**De-identified Data**” means information, data, or other content that is derived by or through the Subscription Services from processing Customer Data and is sufficiently different from such Customer Data that such Customer Data does not include personally identifiable information, and such Customer Data cannot be reverse-engineered or otherwise manipulated or further processed to identify any individual person.
- 1.8 “**Documentation**” means any manuals, videos, tutorials, written or digital instructions, or other documents or materials that Globalgig provides or makes available to Customer in any form or medium, and which describe the functionality, components, features, or requirements of the Subscription Services, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.
- 1.9 “**Harmful Code**” means any software, hardware, or other technology—including any virus, worm, malware or other malicious computer code, the purpose or effect of which is to (i) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (A) computer, software, firmware, hardware, system, or network, or (B) any application or function of any of the foregoing, or the security, integrity, confidentiality, or use of any data processed thereby, or (ii) prevent Customer or any Authorized User from accessing or using the Subscription Services as intended by this Addendum.
- 1.10 “**Intellectual Property Rights**” has the meaning set forth in Section 5.1 (OWNERSHIP OF WORK PRODUCT).
- 1.11 “**Globalgig Indemnitee**” has the meaning set forth in Section 9 (Indemnification).
- 1.12 “**Globalgig Materials**” means the Service Software, Documentation, and Globalgig Systems, and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by Globalgig in connection with the Subscription Services or otherwise comprise or relate to the Subscription Services or Globalgig Systems.
- 1.13 “**Globalgig Systems**” means the information technology infrastructure used by or on behalf of Globalgig in providing

- the Subscription Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Globalgig or using third-party services.
- 1.14 **"Person"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.
 - 1.15 **"Service Software"** means Globalgig's software application or applications, any third-party or other software, and all new versions, updates, revisions, improvements, and modifications of the foregoing, that Globalgig provides remote access to, and use of, as part of the Subscription Services.
 - 1.16 **"Statement of Work"** collectively means any and all Statement of Work, Service Order, Scope of Work, Proof of Concept, or any other instrument used to order Subscription Services, and is hereby incorporated into, and made a part of, this Addendum by reference as if fully set forth herein.
 - 1.17 **"Subscription Services"** or **"Service(s)"** means the websites, mobile applications, materials, and other services and information developed, operated, and maintained by Globalgig accessible via Orchestra.Globalgig.com and sub-domains of Globalgig.com, or another designated web site or IP address, the content contained therein, any offline components provided by Globalgig for use in connection therewith, and any professional services, support services, or other services identified in the Statement of Work.
 - 1.18 **"Work Product"** has the meaning set forth in Section 5.1 (OWNERSHIP OF WORK PRODUCT).

2. SUBSCRIPTION SERVICES.

- 2.1 **AUTHORIZATION.** Globalgig shall use its commercially reasonable efforts to provide Customer and its Authorized Users with access to, and use of the Subscription Services for Customer's and/or its Authorized Users' use during the Service Term identified on the Statement of Work. In the event Customer is not the direct Authorized User of the Subscription Service, Customer represents and warrants that it is a carrier, reseller, or shared tenant service provider registered with the FCC, has all certifications, permits, licenses, approvals, and authorizations required by any entity, and that Subscription Services are for resell purposes. Resell includes use of any Subscription Service, including, but not limited to, in connection with goods or services provided by Customer to its customers and their customers (**"End User(s)"**, **"User(s)"**, and/or **"Subscribers"**). This authorization is non-exclusive and non-assignable. In connection with its provision of Subscription Services, Globalgig will host, manage, operate, and maintain the Service Software for remote electronic access and use by Customer and its Authorized Users in accordance with the Service Level Agreement below.
- 2.2 **AUTHORIZED USERS.** Customer agrees to restrict access to and use of the Subscription Services to: (i) Customer's employees; (ii) those third parties, including Persons who are performing services specifically for Customer and have a need to access and use the Subscription Services in connection with such services; and (iii) those Persons using any Subscription Service, including any End User (collectively, **"Authorized User(s)"**). Customer shall remain liable for any breach of this Addendum by any Authorized User obtaining access to the Subscription Services by or through the Customer.
- 2.3 **CONTROL OF SUBSCRIPTION SERVICES.** Globalgig has and will retain sole control over the operation, provision, maintenance, and management of the Subscription Services, including the: (i) Globalgig Systems; (ii) locations where the Service Software is hosted; (iii) selection, deployment, modification, and replacement of the Service Software; and (iv) performance of Subscription Service maintenance, upgrades, corrections, and repairs. Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems and sole responsibility for all access to and use of the Subscription Services and Globalgig Materials by any Person by or through the Customer Systems or any other means controlled by Customer or any Authorized User, including any: (A) information, instructions, or materials provided by any of them to the Subscription Services or Globalgig; (B) results obtained from any use of the Subscription Services or Globalgig Materials; and (C) conclusions, decisions, or actions based on such use.
- 2.4 **CHANGES.** Globalgig reserves the right, in its sole discretion, to make any changes to the Subscription Services that it deems necessary or useful to: (a) maintain or enhance (i) the quality or delivery of Globalgig's services to its customers; (ii) the competitive strength of, or market for, Globalgig's services; or (iii) the Subscription Services' cost efficiency or performance; or (b) comply with applicable law.
- 2.5 **DATA BACKUP.** Globalgig Systems are programmed to perform routine data backups of Customer Data on a daily basis, and such backups are retained for a seven (7)-day period or as otherwise agreed to by the Parties. In the event of any loss, destruction, damage, or corruption of Customer Data caused by the Globalgig Systems or Subscription Services, Globalgig will, as its sole obligation and liability, and as Customer's sole remedy, use commercially reasonable efforts to restore the Customer Data from Globalgig's then-most-current backup of such Customer Data. The Subscription Services do not replace the need for Customer and each Authorized User to maintain regular data backups or redundant data archives. GLOBALGIG HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF CUSTOMER DATA IN THE EVENT OF THE FAILURE OF ANY DATA BACKUP.
- 2.6 **SUSPENSION OR TERMINATION OF SUBSCRIPTION SERVICES.** Globalgig may, directly or indirectly, and by use of any lawful means, suspend, terminate, or otherwise deny any Authorized Users' access to or use of all or any

part of the Subscription Services without incurring any resulting obligation or liability if: (i) Globalgig receives a judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires Globalgig to do so; or (ii) Globalgig believes, in its good faith and reasonable discretion, that: (A) any Authorized User has failed to comply with any material term of this Addendum, including, without limitation, making all payments when due, or accessing or using the Subscription Services beyond the scope of the rights granted, or for a purpose not authorized under this Addendum, or in any manner that does not comply with any material instruction or requirement of the Documentation; (B) an Authorized User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Subscription Services; or (C) this Addendum expires or is terminated. This Section does not limit any of Globalgig's other rights or remedies, whether at law, in equity, or under this Addendum.

3. CUSTOMER'S RIGHTS AND OBLIGATIONS.

- 3.1 **CUSTOMER SYSTEMS AND COOPERATION.** Customer shall at all times: (i) set up, maintain, and operate in good repair and in accordance with the Documentation all Customer Systems on or through which the Subscription Services are accessed or used; and (ii) provide, and require each Authorized User to provide, all cooperation and assistance as Globalgig may reasonably request to enable Globalgig to exercise its rights and perform its obligations under and in connection with this Addendum.
- 3.2 **CUSTOMER CONTROL AND RESPONSIBILITY.** Customer has and will retain sole responsibility for: (i) all Customer Data, including its content and use; (ii) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Subscription Services; (iii) all Customer Systems; (iv) the security and use of Customer's and its Authorized Users' Access Credentials; and (v) all access to and use of the Subscription Services and Globalgig Materials directly or indirectly by or through the Customer Systems or its Authorized Users' Access Credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.
- 3.3 **ACCESS AND SECURITY.** Customer shall, and shall cause Authorized Users to, employ all physical, administrative, and technical controls, screening and security procedures, and other safeguards necessary to: (i) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Subscription Services; and (ii) control the content and use of Customer Data, including the uploading or other provision of Customer Data for Processing by the Subscription Services.
- 3.4 **USE LIMITATIONS AND RESTRICTIONS.** Customer shall not, and shall not permit any other Person to, access or use the Subscription Services or Documentation except as expressly permitted by this Addendum. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, and shall not permit any Authorized User, except as this Addendum expressly permits, to:
 - 3.4.1 copy, modify, or create derivative works or improvements of the Subscription Services or Documentation;
 - 3.4.2 rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Subscription Services or documentation to any party other than an Authorized User, including on or in connection with the internet or any time-sharing, service bureau, software-as-a-service, cloud, or other technology or service;
 - 3.4.3 reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Subscription Services or Documentation, in whole or in part;
 - 3.4.4 bypass or breach any security device or protection used by the Subscription Services or Documentation, or access or use the Subscription Services or Documentation other than by an authorized user through the use of his or her own then-valid Access Credentials;
 - 3.4.5 input, upload, transmit, or otherwise provide to or through the Subscription Services, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
 - 3.4.6 damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Subscription Services, Globalgig Systems, or Globalgig's provision of services to any third party, in whole or in part;
 - 3.4.7 remove, delete, alter, or obscure any trademarks, Documentation, warranties or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Subscription Services or Documentation, including any copy thereof;
 - 3.4.8 access or use the Subscription Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other Globalgig customer), or that violates any applicable law;
 - 3.4.9 access or use the Subscription Services or Documentation for purposes of competitive analysis of the Subscription Services, the development, provision, or use of a competing software service or product, or any other purpose that is to the Globalgig's detriment or commercial disadvantage; or
 - 3.4.10 otherwise access or use the Subscription Services or Documentation beyond the scope of the authorization granted under Section 2.1 (Authorization).

3.5 **CORRECTIVE ACTION AND NOTICE.** If Customer becomes aware of any actual or threatened activity prohibited by Section 3.4 (Use Limitations and Restrictions), Customer shall, and shall cause each Authorized User to, immediately: (i) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Subscription Services and Documentation and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (ii) notify Globalgig of any such actual or threatened activity.

3.6 **PROHIBITED DISCLOSURES.** Customer agrees that it will not sell, distribute, disclose, release, or otherwise transfer any item or technical data provided under this Addendum to: (i) any country designated as a “State Sponsor of Terrorism” by the U.S. Department of State including, but not limited to the countries of Iran, Sudan, Syria, and North Korea; (ii) any entity located in, or owned by an entity located in, a “State Sponsor of Terrorism” country; (iii) the region of Crimea; or (iv) any person or entity listed on the “Entity List” or “Denied Persons List” maintained by the U.S. Department of Commerce, the list of “Specifically Designated Nationals and Blocked Persons” maintained by the U.S. Department of Treasury, or any other applicable prohibited party list of the U.S. Government. This clause will apply regardless of the legality of such a transaction under local law. Neither party shall be liable if any government export authorization is delayed, denied, revoked, restricted, or not renewed despite reasonable efforts by the party. Additionally, such delay, denial, revocation, or non-renewal shall not constitute a breach of this Addendum. Customer shall not use the Subscription Services for any military application or for use in connection with any nuclear facility or activity.

4. **SUPPORT AND ADDITIONAL SERVICES.**

4.1 **SUPPORT.** Unless a Statement of Work provides otherwise, Globalgig shall provide support only to Customer. Customer shall provide all first-tier support to End Users. Globalgig shall not be responsible or liable for any direct support to any End User of Customer. The Subscription Services include Globalgig’s standard customer support services in accordance with Section 4.2 (Help Desk). If Customer reports a defect in the Subscription Services which is reproducible or otherwise reasonably verifiable, Globalgig shall make commercially reasonable efforts to remedy the defect, depending on the severity, within the time period set forth in Section 4.2 (Help Desk).

4.2 **HELP DESK.** Globalgig will provide help desk services to Customer’s designated personnel who work at Customer’s central office or headquarters, who, in turn will support Customer’s other users. Help desk service is available via telephone or email between 8:00 a.m. and 6:00 p.m. Central Time, Monday through Friday, except holidays. Customer will provide Globalgig with the name or names of the personnel who are authorized to contact Globalgig’s help desk. For clarity, help desk provided by Globalgig is only available as part of the monthly recurring charge to direct customers of Globalgig and does not include any End User of Customer, which may be provided at an additional fee upon written agreement by the Parties.

4.3 **ADDITIONAL SERVICES.** Except as otherwise stated in a Statement of Work, Customer acknowledges that the following services are not included in the support services or the Subscription Services monthly recurring charge: help desk, except as stated in Section 4.2 (Help Desk); additional training or other professional services; data conversions; other system interfaces; problem-solving related to any Customer Systems; computers or computer networks; or support provided to Customer personnel who are not authorized (as described in Section 4.2 above). Services not covered by the Subscription Services monthly recurring charge may be provided at Globalgig’s then-current rates upon Customer’s request.

5. **INTELLECTUAL PROPERTY RIGHTS.**

5.1 **OWNERSHIP OF WORK PRODUCT.** Customer agrees that all information, work product, materials, properties, or rights developed, delivered or contributed to, in whole or in part, by or on behalf of Globalgig as part of services provided by Globalgig under this Addendum (including all notes, reports, specifications, designs, results, drawings, flow charts, diagrams, test data, manuals, work papers, tangible embodiments such as computer disks and documents, technical data or information, or other information or materials relating to such services); all inventions, modifications, enhancements, technologies, improvements, formulae, algorithms, processes, works of authorship, routines, subroutines, techniques, theories, concepts, source code, object code, or similar matters relating to such services; all patents, copyrights, moral rights, author’s rights, rights of publicity, mask work rights, trademarks, service marks, trade names, trade secrets, know-how, contract rights, licensing rights, or other proprietary or intellectual property rights under the laws of any jurisdiction, whether now existing or hereafter arising (collectively, “**Intellectual Property Rights**”) with respect to any of the foregoing; all registrations or applications for registration with respect to any of the foregoing; all renewals and extensions of any thereof; and all products and proceeds of, and all claims and causes of action with respect to, any of the foregoing (collectively, the “**Work Product**”), are and shall be the sole and exclusive property of Globalgig and/or its licensors. Unless otherwise expressly provided in the Statement of Work, Globalgig hereby grants to Customer and each Authorized User a non-exclusive, non-assignable, non-sublicensable license to copy, install, and use such Work Product during the Service Term of the Subscription Service solely to the extent required for Customer and such Authorized User to access and use the Subscription Services in

accordance with this Addendum.

- 5.2 **CUSTOMER MARKS.** Customer grants Globalgig a non-exclusive, non-assignable license to use and display any Customer marks solely as necessary to create a customer-branded version of Globalgig's Services. Globalgig will only use the Customer marks in the form and manner provided by Customer in writing and in accordance with any written trademark usage guidelines provided by Customer. The use by Globalgig of Customer's marks in connection with this Addendum shall not create any right, title, or interest in or to Customer's marks in favor of Globalgig and all goodwill associated with the use of Customer's marks shall inure to the benefit of Customer.
- 5.3 **LOOK AND FEEL.** The "look and feel" of Globalgig Systems and Subscription Services--meaning, the structure, sequence, and layout of the audiovisual components of the Globalgig offerings, including but not limited to the color combinations, button shapes, and all other graphical and navigational elements, the design for which was dictated by artistic and aesthetic considerations and not by utilitarian or mechanical ones--are also proprietary to Globalgig and fully protected under U.S. and international copyright and trademark laws, except for branding or other content to the extent specifically provided in writing by Customer.
- 5.4 **SUBSCRIPTION SERVICES AND DOCUMENTATION.** All right, title, and interest in and to the Subscription Services and Documentation, including all Intellectual Property Rights therein, are and will remain with Globalgig. Neither Customer nor any Authorized User has any right, license, or authorization with respect to any of the Subscription Services or Documentation except as expressly set forth in this Addendum. All other rights in and to the Subscription Services and Documentation are expressly reserved by Globalgig and its licensors.
- 5.5 **CUSTOMER DATA.** As between Customer and Globalgig, Customer is and will remain the sole and exclusive owner of all rights, title, and interest in and to all Customer Data. Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Data: (i) to Globalgig as are necessary or useful to perform the Subscription Services; and (ii) to Globalgig as are necessary or useful to enforce this Addendum and exercise its rights and perform hereunder. In addition to the foregoing, Customer hereby unconditionally and irrevocably grants to Globalgig an irrevocable, perpetual, paid-up, non-exclusive right and license in and to the De-identified Data, including all Intellectual Property Rights relating thereto.
- 5.6 **CLAIMS.** Should any services provided under this Addendum become the subject of a Claim (as defined above), Globalgig may, at its option: (i) procure for Customer the right to continue using the services, or portion thereof; (ii) modify or replace the service in whole or in part to make it non-infringing; or (iii) failing (i) or (ii), discontinue the services in whole or in part and refund any pre-paid but unused fees received by Globalgig attributable to the infringing services. The foregoing states Globalgig's entire and exclusive liability for any intellectual property infringement.

6. CONFIDENTIAL INFORMATION.

- 6.1 **CONFIDENTIAL INFORMATION DEFINED.** In addition to, and not in lieu of, confidentiality obligations in the Agreement, the term "**Confidential Information**" in this Addendum shall include, without limitation, all manuals, support, and training materials provided to Customer by Globalgig; the names, addresses, e-mail addresses, telephone numbers, government issued identifiers, financials, payment-related identifies and other relevant identifiers of all past, present, and subsequently acquired Authorized Users who are connected to the Globalgig Systems to any product or service offered by or in conjunction with Customer, as well as all other personally identifiable information relating to such Authorized Users as further defined by applicable local, state, or federal regulations or law and applicable generally accepted industry standards (collectively "**PII**") and CPNI (as defined below in Section 6.2 (Authorized User Information)); any other information relating to any connected Authorized Users, former Authorized Users, and Globalgig employees, including all lists or other records containing any such information, even if such information is aggregated; Globalgig's trade secrets, know-how, design, inventions, plan or process; and Globalgig's vendors' or licensors' information and products.

6.2 AUTHORIZED USER INFORMATION.

- (a) Globalgig acknowledges that the PII to which it will have access pursuant to this Addendum constitutes Customer Confidential Information and that Globalgig in no way possesses or shall gain possession of any ownership or other proprietary rights with respect to such PII. Globalgig acknowledges and understands that PII is subject to the subscriber privacy protections set forth in Section 631 of the Cable Communications Policy Act of 1984, as amended (47 USC Sec. 551) ("**Section 631**"); as well as other applicable local, state, federal regulations, and laws; and applicable information industry standards; provided, however, that to the extent that Customer informs Globalgig of a local law expanding the foregoing definition of PII, Globalgig shall only be required to use commercially reasonable efforts to comply with such expanded local requirements. Globalgig agrees that it shall use all such information in confidence, and in connection with its receipt and use of such information, it shall perform its obligations under this Addendum in strict compliance with applicable requirements of Section 631 (e.g., excluding (i) requirements to provide an Authorized User with access to his/her PII; (ii) requirements to draft privacy notices to Authorized Users regarding the cable operators collection, use and disclosure of subscriber PII; and (iii) requirements that apply to actions or obligations that Globalgig does not undertake under this Agreement) and all other applicable laws, rules, and regulations governing the use, collection, disclosure,

storage, and disposal of such information. Globalgig further agrees to restrict disclosure of such PII to those currently existing Globalgig subcontractors with a need to know and who are bound by confidentiality restrictions that are materially similar to those herein.

- (b) Globalgig hereby acknowledge that recipients who collect and maintains certain CPNI, as defined in Section 222 of the Communications Act of 1934, as amended (47 U.S.C. Sec. 222) (the “**Communications Act**”), are subject to the restrictions on disclosure and access to individually identifiable CPNI set forth therein. Globalgig agrees that it will use such information in compliance with Section 222 of the Communications Act and all other applicable laws.

6.3 **SECURITY.** Globalgig shall employ commercially reasonable controls for and shall limit access to, and shall render unreadable prior to discarding, all records containing Customer Data. All PII, CPNI, and Usage Data that is collected, stored, or otherwise maintained by Globalgig under this Addendum shall be maintained in a secure environment that meets industry standards and is reasonably designed to protect the security and confidentiality of Confidential Information. Any PII, CPNI, or Usage Data that is collected or obtained by a receiving Party must be stored and transmitted in encrypted or otherwise secure form. In the course of providing services under this Addendum, Globalgig may obtain access to or otherwise store, process, or transmit payment card information of Authorized Users. In connection therewith, Globalgig shall comply with PCI DSS rules and standards.

7. **EFFECT OF EXPIRATION OR TERMINATION.** Upon any expiration or termination of this Addendum, except as expressly otherwise provided in this Addendum:

- 7.1 all rights, licenses, consents, and authorizations granted by Globalgig to Customer hereunder will immediately terminate;
- 7.2 Customer and each Authorized User shall immediately cease all use of any Subscription Services and promptly return to Globalgig, or, at Globalgig’s written request destroy all documents and tangible materials containing, reflecting, incorporating, or based on Globalgig’s Confidential Information;
- 7.3 notwithstanding anything to the contrary in this Addendum, with respect to information and materials then in its possession or control: (i) Globalgig may retain Customer Data in its then-current state and solely to the extent and for so long as required by applicable law; (ii) Globalgig will also retain Customer Data in its backups, archives, and disaster recovery systems until such Customer Data is deleted in the ordinary course; and (iii) all information and materials described in this Section 7.3 will remain subject to all confidentiality, security, and other applicable requirements of this Addendum;
- 7.4 Globalgig may disable all Customer and Authorized User access to the Subscription Services and Documentation; and
- 7.5 if Customer requests in writing at least ten (10) business days prior to the effective date of expiration or termination, Globalgig shall, within thirty (30) business days following such expiration or termination, deliver to Customer the then most recent version of Customer Data maintained by Globalgig, provided that Customer has paid all outstanding amounts due and payable under the Agreement.

8. **REPRESENTATIONS AND WARRANTIES; DISCLAIMER.**

8.1 **REPRESENTATIONS AND WARRANTIES.** Globalgig warrants and represents that: (i) it has and shall continue to have, for the Term of this Addendum, the right to grant to Customer the right to use the Subscription Services as set forth in this Addendum without violating the rights of any third party; and (ii) there is no actual or, to Globalgig’s knowledge, threatened suit by any third party based on an alleged violation of such right by Globalgig.

8.2 **DISCLAIMER OF WARRANTIES.** EXCEPT AS SET FORTH IN SECTION 8.1 (Representations and Warranties) ABOVE, ALL SUBSCRIPTION SERVICES AND DOCUMENTATION ARE PROVIDED “AS IS,” AND GLOBALGIG HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND GLOBALGIG SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, GLOBALGIG MAKES NO WARRANTY OF ANY KIND THAT THE SUBSCRIPTION SERVICES OR DOCUMENTATION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER’S OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE.

9. **INDEMNIFICATION.** Customer shall indemnify, defend, and hold harmless Globalgig, its licensors, and each of their respective officers, members, managers, employees, agents, successors, and assigns (each, a “**Globalgig Indemnitee**”) from and against any and all Claims that arise out of or relate to any: (i) Customer Data, including any processing of Customer Data by or on behalf of Globalgig in accordance with this Addendum; or (ii) negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer or any Authorized User.

10. **U.S. GOVERNMENT CONTRACTS.**

- 10.1 This Section 10 (Indemnification) applies only if the Addendum is for the direct or indirect provision of services to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government. Customer agrees that the services provided by Globalgig under this Addendum meet the definition of “commercial-off-the-shelf” (“**COTS**”) or “**commercial item**” as those terms are defined in Federal Acquisition Regulation (“**FAR**”) 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Addendum, the country of origin of the services is unknown unless otherwise specifically stated by Globalgig in this Addendum. Customer agrees any services offered by Globalgig are exempt from the Service Contract Act of 1965 (FAR 52.222-41). The version of any applicable FAR clause listed in this Section 10 shall be the one in effect on the effective date of this Addendum.
- 10.2 If Customer is an agency of the U.S. government, then as permitted by FAR 12.302, Customer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with the terms in this Addendum. Customer further agrees that the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the fees paid by the Customer under this Addendum.
- 10.3 If Customer is procuring the services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. government, then Customer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the fees paid by the Customer under this Addendum. If the reasonableness of the price cannot be established through adequate price competition, or if cost or pricing data should be required for any other reason, or if a service cannot be considered a commercial item, Globalgig may terminate this Addendum without penalty and be reimbursed for work done before the effective date of termination. Globalgig reserves the right to reject any SOW from any party listed on any denied party list.

11. **SERVICE AVAILABILITY.** Globalgig performs and maintains regular database backups according to Section 2.5 (Data Backup). Globalgig’s database and system maintenance operations and processes are designed to address data consistency, indexing, integrity requirements, and to help improve platform performance. Globalgig uses commercially reasonable measures to avoid unplanned interruptions to the Subscription Services. Globalgig will use commercially reasonable efforts to provide advanced notice of planned interruptions to the Subscription Services. Globalgig reserves the right, upon reasonable notice, to change the method to access Subscription Services or to deactivate, change, or required changes to user IDs, domain names, and any custom or vanity URLs, links, or domains obtained through the Subscription Services.

12. **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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