

## PRIVATE LINE SERVICE ADDENDUM

This Addendum for Private Line 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.** Private Line Digital and Optical Services (“**Service**”) are available between on-net cities on a dedicated point-to-point basis. Two (2) basic configurations are available for Private Line Digital and Optical Service: 1) Point-to-point Service, which allows for two (2) locations to be connected by one (1) dedicated transport service; and 2) Private Line Hub Service, which allows Globalgig to aggregate multiple lower point-to-point services terminating at multiple locations onto one (1) higher-capacity service terminating at another location. Ethernet Service is available as a point-to-point service at speeds of 50Mbps, 100Mbps, 150Mbps, 300Mbps, 600Mbps, and 1000Mbps. All other speeds shall be evaluated on an individual case basis.
2. **DEFINITION.** The below terms shall be defined as follows. \*Denotes availability on an ICB only.
  - 2.1 “**Circuit**” means a DS-0, DS-1, DS-3, E-1\*, E-3\*, OC-3c, OC-12c, OC-12c 1+0, OC-48c, OC-48c 1+0, OC-192c, OC-192c 1+0, STM1c, or STM4c.
  - 2.2 “**DS-0**” means a Circuit complying with TR-TSY-000333, “Switched and Special Access Services - Transmission Parameter Limits and Interface Combinations,” Issue 1, July 1990.
  - 2.3 “**DS-1**” is a signal conforming to the requirements set forth in Sections 9.3 and 10.2 of Bellcore TR-NWT-000499, Issue 5, December 1993.
  - 2.4 “**DS-3**” is a signal conforming to the requirements set forth in Section 9.6 and 10.5 of Bellcore TR-NWT-000499, Issue 5, December 1993.
  - 2.5 “**Ethernet**” is a protocol employing Carrier Sense Multiple Access with Collision Detection, as specified by the Institute of Electrical and Electronic Engineers (IEEE) standards 802.3 and its subparts.
  - 2.6 “**E-1**” is a European digital transmission format devised by the International Telecommunications Union – Telephone Standard (“**ITU-TS**”) and named by the Conference of European Postal and Telecommunication Administration (“**CEPT**”). E-1 Carries signals at 2.048 Mbps (32 channels at 64Kbps) and is available only on an ICB
  - 2.7 “**E-3**” is a European digital transmission format devised by the ITU-TS and given the name by the CEPT. E-3 carries 16 E-1 signals with a data rate of 34.368 Mbps and is available only on an ICB.
  - 2.8 “**Full Circuit IPL Service**” means a Circuit whereby both local and foreign-end international Circuits are provided by Globalgig.
  - 2.9 “**Half Circuit IPL Service**” means a Circuit whereby Globalgig provides domestic-end half-Circuit, and Customer, or Customer’s end user, coordinates and procures matching half-Circuits directly from the foreign-end carrier.
  - 2.10 “**International Circuit**” means an E-1, E-3, STM1, STM4, DS-1, DS-3, OC-3c, or OC-12. A Circuit shall be considered an International Circuit if at any time it is operational outside the domestic United States of America, regardless of the origination and/or termination of the signal. All such International Circuits shall be considered a part of “**International Service**.”
  - 2.11 “**OC-3c**” is a signal based on the SONET frame structure, as specified in Bellcore GR-253-CORE, Synchronous Optical Network (SONET) Transport Systems: Common Criteria Physical Layer, and ANSI T1.105, Digital Hierarchy-Optical Interface Rates and Formats Specifications
  - 2.12 “**OC-12c**” is a signal based on the SONET frame structure, as specified in Bellcore GR-253-CORE, Synchronous Optical Network (SONET) Transport Systems: Common Criteria Physical Layer, and ANSI T1.105, Digital Hierarchy-Optical Interface Rates and Formats Specifications.
  - 2.13 “**OC-12c Unprotected (1+0)**” – 622.08 megabits Lambda – is the ANSI SONET transmission standard for high-capacity optical telecommunications, with line rate of 622.08 Mbps in unprotected configuration, as specified in Bellcore GR-253- CORE.
  - 2.14 “**OC-48c**” is a signal based on the SONET frame structure, as specified in Bellcore GR-253-CORE, Synchronous Optical Network (SONET) Transport Systems: Common Criteria Physical Layer, and ANSI T1.105, Digital Hierarchy-Optical Interface Rates and Formats Specifications.
  - 2.15 “**OC-48c Unprotected (1+0)**” – 2.5 gigabits Lambda – is the ANSI SONET transmission standard for high-capacity optical telecommunications, with line rate of 2.5 Gbps in unprotected configuration, as specified in Bellcore GR-253-CORE.
  - 2.16 “**OC-192c**” is a signal based on the SONET frame structure, as specified in Bellcore GR-253-CORE, Synchronous Optical Network (SONET) Transport Systems: Common Criteria Physical Layer, and ANSI T1.105, Digital Hierarchy-Optical Interface Rates and Formats Specifications.

- 2.17 **“OC-192c Unprotected (1+0)”** – 9.6 gigabits Lambda – is the ANSI SONET transmission standard for high-capacity optical telecommunications, with line rate of 9.6 Gbps in unprotected configuration, as specified in Bellcore GR-253-CORE.
- 2.18 **“Protected Service (1+1) for OC-3c, OC-12c, OC-48c and OC-192c”** refers to the ANSI SONET (Synchronous Optical Network) transmission standard for high-capacity optical telecommunications, with a line rate of 155.52 Mbps for OC-3c, 622.08 Mbps for OC-12c, 2.5 Gbps for OC-48c, and 9.6 Gbps for OC-192c. The SONET standard is further defined in the Bellcore Synchronous Optical Network (SONET) Transport Systems: Common Generic Criteria GR-253-CORE, Issue 2, December 1995.
- 2.19 **“STM1c”** means Synchronous Transport Module 1 concatenated, which is the Synchronous Digital Hierarchy **“SDH”** standard for transmission over OC-3 optical fiber at 155.52 Mbps.
- 2.20 **“STM4c”** means Synchronous Transport Module 4 concatenated, which is the SDH standard for transmission over OC-12 optical fiber at 622.08 Mbps.
- 2.21 **“Unprotected (1+0)”** refers to an unprotected Circuit, which operates without redundant electronics and will have an annual system availability of ninety-nine percent (99%) or better. The Customer interface consists of a transmit and receive two (2) fiber interface for a working (WK) system.

3. **SERVICE LEVEL.** The following applies to Globalgig’s Private Line and Ethernet Private Line Domestic Services only. International Service Levels may be provided on an individual case basis. Service Levels for SD-WAN Services are provided in Globalgig’s SD-WAN Addendum.

Protected Services	Unprotected Services
99.99%	99.9%

Globalgig’s Availability objective above is based on Globalgig’s calculation of the average number of minutes in a calendar month that Customer’s Service on the Globalgig Network experiences an Outage. Upon Customer request, Globalgig will calculate Customer’s average monthly Service unavailability.

If Globalgig fails to comply with this SLA, Customer will be entitled to request an Outage Credit according to the following:

Private Line and Ethernet Private Line Service Outage Credit			
Outage Levels	Outage Time Period		Outage Credit
Level 0	00 minutes to less than 04 minutes	=	No Credit
Level 1	04 minutes to less than 30 minutes	=	01-hour credit
Level 2	30 minutes to less than 60 minutes	=	04-hour credit
Level 3	60 minutes to less than 4 hours	=	08-hour credit
Level 4	04 hours to less than 8 hours	=	24-hour credit
Level 5	08 hours to less than 24 hours	=	02-day credit
Level 6	24 hours +	=	Actual plus 2-day credit
Two events of Level 1 or greater outage in one month		=	Double credit
Three or more events of Level 1 or greater outage in one month		=	Triple credit

4. **SERVICE LEVEL CREDIT REQUESTS AND SERVICE LEVEL AGREEMENT (“SLA”) LIMITATIONS.**

- 4.1 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.
- 4.2 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.
- 4.3 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.

- 4.4 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.
- 4.5 The following will be excluded from any time-based calculations related to the Outage and will not be eligible for credit:
  - 4.5.1 Scheduled maintenance where Customer has been notified in advance,
  - 4.5.2 Recurring or zero-impact maintenance that is generally applicable to all Customers,
  - 4.5.3 Customer misuse of any of the Services,
  - 4.5.4 Direct or indirect acts or omissions of Customer, including any user of the Service,
  - 4.5.5 Customer elects not to release the Service for testing or repair and continues to use on an impaired basis,
  - 4.5.6 Rearrangements, modifications, or additions made at the direction or request of Customer,
  - 4.5.7 Failure by Customer to make payment or comply with the terms of the Agreement,
  - 4.5.8 Improper configuration of any of the Services' redundancy by Customer,
  - 4.5.9 Force majeure events, denial of service attacks, viruses, 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,
  - 4.5.10 Any failure or malfunction of equipment, applications, or systems not owned or controlled by Globalgig or under its direction or control,
  - 4.5.11 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
  - 4.5.12 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.

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.

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