

## SIP TRUNKING VOIP SERVICE ADDENDUM

This Addendum for SIP Trunking VOIP 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. **DEFINITIONS.** Capitalized terms used and not otherwise defined shall have the meaning set forth in the Agreement.
  - 1.1 “**Emergency Service(s)**” means functionality that allows Users to contact emergency services. Emergency Services include Enhanced 911 Service, which can route an emergency call to the Public Safety Answering Point (“**PSAP**”) or Emergency Services Center(s) assigned to the primary User address and (subject to Customer’s obligations herein) provide the User’s address and DID/DOD information.
  - 1.2 “**CCP**” means Concurrent Call Path.
  - 1.3 “**Calls Per Second**” means the number of calls that may occur per each second of time.
  - 1.4 “**Claim(s)**” means any loss, debt, liability, damage, obligation, claim, demand, penalty, judgment, or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including, without limitation, all attorneys’ fees.
  - 1.5 “**DID/DOD**” means a telephone number assigned by Globalgig to Users with Service.
  - 1.6 “**Directory Listings**” means one simple listing per TN service address (i.e., one non-bolded, captioned, basic listing) of a telephone number in the ILEC white pages directory for a Market.
  - 1.7 “**E.164 Format**” means the ITU-T E.164 number as defined in article 6.2.1 of the ITU-T E.164 Recommendation consisting of the country code and the national significant number.
  - 1.8 “**Emergency Services Center(s)**” means organizations, including, but not limited to, PSAPs, which ensure public safety and health by addressing different emergencies pursuant to applicable laws and regulations of the geographical localization.
  - 1.9 “**Gateway**” means the entry point to or exit point from the portion(s) of the Service owned, operated, and under the sole control of Globalgig.
  - 1.10 “**International**” means anywhere outside of the contiguous United States, including Canada, Alaska and Hawaii.
  - 1.11 “**LCA**” means a geographical local calling area (determined by the applicable ILEC) containing one or more Rate Centers.
  - 1.12 “**LNP**” means local number portability.
  - 1.13 “**Market**” means a geographic area (as defined by Globalgig) in which Globalgig offers Service.
  - 1.14 “**Nomadic Use/Usage**” means the use of a numbering resource from a location other than the fixed geographical location associated to the numbering resource.
  - 1.15 “**Operator and Directory Assistance**” means live or automated operator assistance for the placement of calls, listing services, and/or related information.
  - 1.16 “**Globalgig Party**” means iGEM Communications LLC, dba Globalgig, and its officers, employees, agents, representatives, subcontractors, directors, shareholders, subsidiaries, and Affiliates.
  - 1.17 “**PSTN**” means the public switched telephone network.
  - 1.18 “**Rate Center**” means a geographic area (determined by the applicable ILEC) within a LCA or Market that is associated with one or more specific NPA/NXX code.
  - 1.19 “**Reseller**,” if applicable, is a User of Customer to whom Customer sells SIP Trunking VOIP Services to or to other resellers (which further resellers are also “**Resellers**” hereunder).
  - 1.20 “**Service**” means, collectively, the SIP Trunking Service and any and all corresponding Voice Services.
  - 1.21 “**User(s)**” means Customer and the individual end-user, subscriber, and/or telephone device that is assigned a DID/DOD.
  - 1.22 “**U.S. Domestic**” means the contiguous United States, excluding Canada, Alaska and Hawaii.
2. **SIP TRUNKING SERVICE DESCRIPTION.** SIP Trunking is a Voice over Internet Protocol (VOIP) service based on the Session Initiation Protocol (SIP) by which Globalgig delivers telephone services and unified communications to customers. All Services are subject to availability, and not all Service types are available in all locations. The following Voice Services may be utilized by Customer under SIP Trunking Services.
  - (A) **ENHANCED LOCAL SERVICE.** Enhanced Local Service provides inbound and outbound local voice services (via a DID assigned by Globalgig) utilizing an IP-to-IP or PSTN-to-IP (or vice-versa) hand-off, which Customer certifies to Globalgig are either originated by Users in or terminated to Users via an Internet Protocol format (or is otherwise enhanced traffic). Globalgig will route calls to the PSTN or an IP address and terminate them to a Customer VoIP application. Where available in a Market, Service may include Directory Listings, Operator, and Directory Assistance, and, if agreed between the Parties, CNAM dips. Service does not support 976 or 900 calls.

- (B) **TERMINATION SERVICE.** Termination Service provides U.S. Domestic outbound 1+ long distance calling to support calls made to location in North American Number Plan, including all 50 states. Separate rate plans and terms are available to support International locations.
- (C) **TOLL-FREE ORIGINATION SERVICE.** Toll-Free Origination Service provides Toll-Free long distance calling services for calls made from U.S. Domestic locations. Separate rate plans and terms are available to support International locations. Customer represents and warrants that use of an 8XX number, or other telephone number advertised or understood to be Toll-Free, in a manner that would violate 47 C.F.R. 62.1504 (as amended or supplemented).
- (D) **INTERNATIONAL TOLL-FREE ORIGINATION AND INTERNATIONAL DID SERVICE.** Globalgig offers International Toll-Free Service (“**ITFS**”), Universal International Freephone Number (“**UIFN**”) International Toll-Free Service with Service Access Code (“**ITFS with SAC**”), National Toll-Free, National Shared Cost, and PSTN (Direct Inward Dialing or DID), which are described as follows:

“**ITFS and DID**” - ITFS Service will be a direct dial Toll-Free Service. Customer understands and agrees that Globalgig's provision of the ITFS Services is subject to the availability of the International Toll-Free number(s) (collectively, “**Numbers**”), and Globalgig cannot guarantee the continued availability of such Numbers.

“**UIFN**” - UIFN is an option of ITFS which enables Customer to be allocated a unique Toll-Free number, which may be accessed from multiple countries. The same number may be used from countries providing UIFN and from those countries with which Globalgig has an express agreement for UIFN. The UIFN format is as follows: + 800 xxxxxxxx, where “+” indicates the International Access Code, “800” indicates the three-digit country code for a global service application, and “x” indicates the eight-digit global subscriber number. Since 800 as the country code is an integral part of the number, all calls must be dialed as International calls. Globalgig will begin testing after confirmations from the ITU that the UIFN are assigned to Customer. Customer acknowledges that each UIFN must be implemented within ninety (90) days of the date of the ITU assignment.

“**ITFS with SAC**” - ITFS with SAC is a universal access service whereby calls are routed from overseas originations to Globalgig's Gateways and then routed to Globalgig's point-of-presence at the interconnection location, where Customer will be responsible for the interconnecting and subsequent routing of traffic to its own enhanced platform. Globalgig will assign a unique three (3) to five (5)-digit Service Access Code (“**SAC**”) that will allow Globalgig to identify incoming calls as belonging to Customer. Additional SACs for Customer's sub-accounts also may be assigned (depending on Customer's application) upon written request to Globalgig. In those cases where the caller is calling from a non-DTMF (rotary) phone, or if the caller does not enter the SAC and remain on the line, the call will default to Globalgig's operator(s). Globalgig's operator(s) will collect the SAC from the caller and will re-route the call to Customer's platform or to Customer's operator services. Customer acknowledges and agrees that the Numbers and the SAC used in provisioning the Services are owned exclusively by Globalgig and shall remain the exclusive property of Globalgig upon termination of this Addendum or the Agreement. Customer covenants and agrees to print all SAC codes clearly and prominently in its wallet guide or other instructional materials given to Users.

“**National Toll-Free**” – This type uses a non-geographic Freephone (Toll-Free) number obtained from a PSTN in the country from which calls are required to originate, in that country's standard Freephone format. Calls are routed to an Inbound Node in the country of origin.

“**National Shared Cost**” – This type uses a non-geographic number obtained from a PSTN in the country where calls are to originate, in that country's standard format for “shared cost” service. Callers dialing this type of number incur charges from the PSTN for the call; charges are as specified in the relevant PSTN tariff but are typically less than for a nationwide long-distance call. Calls are routed by the PSTN to an Inbound Node in the country of origin.

“**PSTN**” – This type uses a local geographic PSTN number provided by a PSTN in the country where calls are to originate. Callers dialing this type of number incur charges from the PSTN for the call, as specified in the relevant PSTN tariff. Calls are routed to an Inbound Node in the country of origin.

### 3. **CUSTOMER ORDERS AND FORECASTS.**

- (A) **SERVICE ORDERS.** To request Services, Customer must submit a Service Order to Globalgig. If DID/DODs are reserved for Customer following a Service Order, Globalgig may, upon electronic mail notification to Customer, reclaim the DID/DODs reserved for Customer if Customer has not utilized such DID/DODs within ninety (90) days from the date of the Service Order.
- (B) **FORECASTS.** Customer will provide Globalgig with a non-binding forecast setting forth Customer's estimated forecasted usage for planning purposes. If traffic is anticipated to increase, or actually increases, by more than twenty percent (20%) of its initial forecast, Customer shall provide Globalgig with a revised traffic forecast in order to avoid service-affecting issues.

4. **RATES AND INVOICES.** Rates are specified in the rate schedule provided by Globalgig. Invoices may include: (i) the monthly recurring charges for the first two months (prorated for any partial month) based on the rates set forth in, the applicable Service Order or portal tool, and (ii) the charges for other services ordered by Customer. All usage-based charges are invoiced in arrears and based on usage for the immediately preceding month. Services include (i) per-minute usage charges, (ii) any monthly recurring charges for the port, loop, DID, and optional features, and (iii) charges for other services received. Calls within a User's LCA shall be treated as local calls, while calls outside of a User's LCA shall be treated as long distance calls. Globalgig may adjust usage-based rates hereunder upon thirty (30) days' notice.
5. **CUSTOMER RESPONSIBILITIES.**
  - (A) Customer shall, at its sole cost, be responsible: (i) for providing and installing all equipment (including SIP proxy servers), software, facilities, and IP connectivity; (ii) for obtaining and providing to Globalgig, prior to installation of the particular Service, the IP address(es) for the SIP proxy server, and any applicable hardware/software solution; and (iii) for all Class 5 features, such as dial tone, call waiting, and call forwarding functionality. Customer represents and warrants that it will provide, validate, and maintain accurate User information at all times and shall deliver to Globalgig only valid postal addresses. In the event Globalgig cannot validate an address, Customer shall immediately deliver a corrected address to Globalgig. Customer shall inform its Users of the responsibility and obligation to provide valid address information. Customer shall indemnify, defend, and hold harmless the Globalgig Party from and against any and all Claims related to or arising out of the failure of Customer to comply with Customer's responsibilities under Section 5.
  - (B) Customer shall provide Globalgig with Automatic Number Identification (ANI) for all calls. All no-ANI calls (including Operator and Directory Assistance calls) will be treated as intra-state and/or International long-distance calls (as applicable) and terminated as such at Globalgig's then-current standard or otherwise contracted long-distance usage rates (even if Customer has selected a flat rate billing plan). Customer shall not: (1) re-classify or re-originate traffic or take any other action to make traffic appear as if it: (i) is anything other than the type of traffic delivered to such party (including, but not limited to, making TDM-originated traffic appear to be IP-originated), or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (2) modify, alter, or delete in any manner calling party number information, originating point codes, any other signaling information, or call detail in connection with the transport and termination of traffic to the called party. In addition to Globalgig's other rights and remedies, Globalgig may charge Customer a \$0.02 per minute surcharge for violations of this Section 5(B).
  - (C) Globalgig and Customer will conduct interoperability testing before and after implementing the Service and any software or call flow upgrade, enhancement, or modification thereto. All special configurations are subject to Globalgig's approval. Globalgig may terminate (without liability) Service where proper interoperability testing has not been completed.
  - (D) Customer is responsible for the support, connectivity, performance, and security (including unauthorized access) of its equipment, PC/desktops, and LAN. CUSTOMER IS RESPONSIBLE FOR PROVIDING UNINTERRUPTED AC POWER TO INTEGRATED ACCESS DEVICE(S) ("IAD"). ANY POWER INTERRUPTION WILL RESULT IN A LOSS OF SERVICE, INCLUDING EMERGENCY SERVICES. THEREFORE, CUSTOMER MUST ARRANGE FOR BACKUP POWER FOR THE IAD OR ALTERNATIVE EMERGENCY SERVICES.
  - (E) Customer acknowledges and will inform Users that Personal Data or any other personal information of Users may transit through countries for which applicable laws on data protection will always be complied with.
6. **EMERGENCY SERVICES.** Emergency Services shall be provided in accordance with Attachment 1, Alternative Emergency Services Acknowledgement Form, and Attachment 2, Emergency Services, attached below.
7. **LOCAL NUMBER PORTABILITY.**
  - (A) **PORTING IN.** Upon submission of a Service Order, Customer may (in accordance with Globalgig's standard operating procedures, including those procedures described in Globalgig's then-current LNP Service Reference Guide) port a geographically relevant telephone number or fax number to Globalgig ("**Port-In**") for use with Service. Customer represents and warrants that it has all necessary rights and authority necessary for any Port-In. Customer shall indemnify, defend, and hold harmless the Globalgig Party from and against any and all Claims related to or arising out of any Port-In (or request for Port-In or Port-In cancellation). Customer shall be responsible for a non-recurring cancellation fee per telephone number and fax number terminated by Customer prior to completion of the Port-In request.
  - (B) **PORTING OUT.** Globalgig may receive requests to port a telephone number or fax number currently assigned to a User to a third-party provider ("**Port-Out**") in accordance with Globalgig's standard operating procedures, including those procedures described in Globalgig's current LNP Service Reference Guide. Prior notice of Port-Outs will not be provided; however, Globalgig will provide a report of subsequent Port-Outs in accordance with the LNP Reference Guide. Customer shall be responsible for a non-recurring cancellation fee per telephone number and fax number terminated by Customer after the number has been ported.
  - (C) Globalgig may not support the porting of PSTN (Caller Pays) access numbers from the CCS service or any other number type in all countries. Any number acquired by Globalgig for the CCS service and provisioned for supporting a

Customer's application is the property of Globalgig. Globalgig will provide a release document for non-geographic numbers (normally: Toll-Free or Shared Cost, DID numbers) to allow Customer to move these services to another carrier if they choose to do so after the termination. Globalgig neither represents nor warrants that the numbers provided can be ported to another carrier, as the portability of non-geographic numbers is the purview of the originating carrier. Globalgig is also not liable for outages that may occur in the conversion of these numbers. Customer will provide Globalgig with thirty (30) days' written notice if Customer desires to transfer non-geographic numbers to an alternate carrier. Transfer of such Services is subject to local regulations and capabilities. Customer shall be responsible for a non-recurring cancellation fee per number terminated by Customer after the number has been ported.

8. **ASSIGNMENT OF TELEPHONE NUMBERS.** Regardless of whether individual telephone numbers associated with Customer's telephony equipment are provided to Customer by Globalgig or ported to the Service on Customer's behalf by Globalgig, under no circumstances may any such numbers be allocated to a geographic location outside the rate center to which they are assigned.

9. **RULES AND RESTRICTIONS.**

(A) **PREDICTIVE DIALERS.** If Customer's outbound call attempts via the Service exceeds fifty (50) attempts per hour per CCP, Globalgig will have the right to immediately suspend the Service and/or increase the price charged to Customer for the Service upon one (1) business day prior notice.

(B) **DATA RETENTION.** Globalgig will store files for up to thirty (30) days, after which all files will be purged.

(C) **SHORT DURATION.** If 10% or more of Customer's completed calls are equal to or less than six (6) seconds in length ("**Short Duration Call(s)**") during any billing cycle, Globalgig reserves the right to charge, and Customer shall pay an additional \$0.02 surcharge per Short Duration Call in excess of 10%, which surcharge shall be in addition to Customer's usage rates.

(D) **UNANSWERED CALLS.** If less than 60% of Customer's total call attempts are completed (or more than 40% are incompletes) for any given month per trunk group and CCP, Globalgig reserves the right to disconnect the circuit or to charge \$10 additional per CCP per month per trunk group.

(E) **TRAFFIC JURISDICTION DETERMINATION.** If Globalgig provides any Service for which the rates or other terms and conditions depend on the jurisdictional nature (interstate, including International and intrastate) of Customer traffic, then Globalgig may determine the jurisdiction of such traffic based on call detail information. Globalgig may bill Customer at the appropriate rates based upon Globalgig's determination of actual interstate/intrastate use. If the jurisdiction of more than 10% of Customer's Service traffic in a LATA cannot be determined in accordance with the foregoing, all traffic exceeding such percentage will be billed at intrastate rates.

(F) **CALL INCREMENTS AND ROUNDING.** Calls are rated according to the following increments. All applicable Common Carrier Subscription Charges will apply. Each call will be carried out four (4) decimal places and will be rounded to the fourth (4<sup>th</sup>) decimal place.

Customer Originating calls to Globalgig (Termination):

Domestic U.S.: Six (6) second initial duration with six (6) second increments thereafter.

International: Thirty (30) second initial duration with six (6) second increments thereafter (includes Canada, Alaska and Hawaii).

Mexico: Sixty (60) second initial duration with sixty (60) second increments thereafter.

Globalgig Terminating calls to Customer (Origination, DID, Toll-Free):

Domestic U.S.: Six (6) second initial duration with six (6) second increments thereafter.

International: Thirty (30) second initial duration with six (6) second increments thereafter.

Mexico: Sixty (60) second initial duration with sixty (60) second increments thereafter.

(G) **HIGH-COST TERMINATION RATE ADJUSTMENT.** If, in Globalgig's good faith determination, Customer's Voice Usage disproportionately terminates to and/or originates in high-cost areas or International cell phones, Globalgig will provide Customer with ten (10) days' notice to correct its Voice Usage or else Globalgig reserves the right to adjust Customer's Voice Usage rates. If Customer does not comply with Globalgig's notice to adjust its Voice Usage and does not consent to the subsequent rate adjustment, Globalgig shall have the right to immediately terminate the Service and/or the Agreement, and Customer shall remain liable for all usage charges incurred prior to such termination.

(H) **INDETERMINATE JURISDICTION CALLS.**

1. Globalgig will treat the following types of calls presented to Globalgig as being "**Indeterminate Jurisdiction**": (i) any call without a valid 10- or 11-digit U.S. Domestic North American Numbering Plan ("**NANP**") originating Automatic Number Identification ("**ANI**") as set forth in the Local Exchange Routing Guide ("**LERG**") at the time of the call; (ii) any non-geographic Numbering Plan Area ("**NPA**") code; and/or (iii) all Operator and Directory Assistance calls. All Indeterminate Jurisdiction and/or other unknown jurisdiction calls will be rated and invoiced based on the Billing Telephone Number ("**BTN**") or, in the absence of a BTN, the terminating number's state. Globalgig reserves the right to enforce the Intra-state and/or International long-distance calls (if applicable), which will be terminated at the rate(s) reflected in Globalgig's then-current rate deck or otherwise contracted long distance usage rates (even if Customer has selected a flat rate billing plan). For clarity, Intra-state means a call that originates and terminates in the same state based on the originating and terminating ANI/Local Routing Number ("**LRN**"), or a call that originates in an international location and terminates in an U.S. Domestic location, and Inter-state means

a call that originates and terminates in different states based on the originating and terminating ANI/LRN. Each Party will use all reasonable efforts to transmit the CPN or equivalent information regarding the User originating each call in its signaling. Each Party will transmit all the signaling information it receives from the other Party. Neither Party will use the Service to originate or terminate voice calls in a manner that bypasses switched access or other applicable charges.

2. Customer is required to pass a valid originating ANI and Calling Party Number (“CPN”). Customer and Users shall not: (1) re-classify or re-originate traffic or take any other action to make traffic appear as if it is anything other than the type of traffic delivered to such party and/or originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (2) modify, alter, or delete in any manner ANI and/or CPN information, originating point codes, or any other signaling information, or call detail in connection with the transport and termination of traffic to the called party. In the event of a violation of this Section H.2, Globalgig may: (i) charge Customer a \$0.02 per minute surcharge for all calls in violation of Section H.2, herein; and/or (ii) discontinue and terminate Services hereunder for cause and without liability. In addition, Customer shall indemnify, defend, and hold harmless Globalgig Party from and against all Claims resulting from a breach of this Section. Notwithstanding any other provision of this Agreement, the damages for any breach of obligations in this Section shall not be capped or limited. Customer agrees to cooperate, at its own expense, with any audit required with respect to Globalgig’s Interstate and Intrastate minutes of traffic.
  - (I) **LOOPING.** Looping means any Customer traffic that is routed by Globalgig but ultimately returned to Globalgig by Customer. Customer shall indemnify, defend, and hold harmless the Globalgig Party from and against any and all Claims related to or arising out of any looping. In the event that any looping occurs, Globalgig will aid Customer in identifying the loop. Globalgig may implement custom routing for Customer to eliminate looping traffic. Customer has the option of rerouting looping traffic or accepting a customized rate plan.
  - (J) **FACSIMILE.** Transmission of unsolicited facsimiles is strictly prohibited. Customer shall indemnify, defend, and hold harmless the Globalgig Party from and against any and all Claims related to or arising out of any violation of any laws or regulations prohibiting transmission of unsolicited facsimiles.
  - (K) **OPERATIONAL REQUIREMENTS.** For ITFS, UIFN, ITFS with SAC, National Toll-Free, National Shared Cost, and PSTN (DID), Globalgig will process Customer’s calls delivered from the overseas origination to Customer’s facilities. To do so, Globalgig will translate the Toll-Free number into a routing number (or DNIS) as assigned and approved by Customer for this Service. Globalgig will deliver the number to Customer in E.164 format, where the DNIS is the originally dialed number whenever possible. One routing number will be assigned for each service number. Customer hereby appoints Globalgig as its agent for purposes of establishing related services with domestic and international underlying carriers as may be required in connection with this Addendum. In connection therewith, Customer agrees to execute any certifications or other documents requested by Globalgig in order to facilitate obtaining the International Toll-Free numbers from local PTTs or other public or private agencies. In addition, should Customer wish to transfer a User to Globalgig from a different service provider, Customer shall execute a “Resp Org Change Authorization Form”. Customer agrees to abide by the restrictions of use as identified by Globalgig prior to the provisioning any numbers and/or Services. Globalgig reserves the right to cancel and/or temporarily suspend any or all of the Services if Customer engages in activities which, in the reasonable opinion of Globalgig, violates this Section 9 or may cause disruption or damage to Globalgig’s network of facilities (e.g. misuse of numbers, misprinting of information, incorrect dialing instructions, etc.).
  - (L) **SERVICE RESTRICTIONS.** Certain Non-U.S. Telephone Administrations have restrictions on what services can be provided with an ITFS number. These restrictions vary by country. If Customer uses and/or provides ITFS Services from a country that has a specific restriction for some or all of the applications below, the number could be cut-off, and another number will not be reissued to that Customer by the Foreign Telephone Administration. Globalgig assumes no liability for any losses that Customer may incur as a result of ITFS and DID Numbers being disconnected or interrupted by Foreign Telephone Administrations. Examples of certain restrictions include, but are not limited to, the resale of services without Globalgig’s express written consent, calling cards, debit cards, pre-paid calling cards, call-back services, operator-assisted calling, dial-tone, interactive voice response services, in-country termination (beyond the U.S.), and conferencing.
  - (M) **RESELL OF SERVICE.** Upon Globalgig’s express written consent, Customer may resell Services hereunder. If Services are resold by Customer or Resellers of Customer, then each agreement with its Users shall contain the following: (i) an explanation of the risks and limitations of Emergency Services; and (ii) a release in favor of Globalgig and all of its underlying suppliers relating to Claims arising out of the failure of Emergency Services to function properly for any reason whatsoever.
10. **THIRD-PARTY EQUIPMENT.** Globalgig is not responsible for the installation, operation, maintenance, compatibility, or performance of any third-party hardware or software with the Globalgig-provided Service. If such third-party hardware or software impairs operation of the Service, Customer remains liable for payment of all charges for the Service. If such third-party equipment or software is likely to cause hazard or service interruption/obstruction, Customer will immediately eliminate such likelihood, which may be at Globalgig’s request.

11. **CUSTOMER DEMARCATION POINT.** The demarcation point is the Network Interface Device (NID) at Customer's premises. Globalgig is not responsible for the configuration or testing of additional LAN configurations, including, but not limited to, the addition of multiple machines.
12. **ALTERNATE SERVICE AND EQUIPMENT PROVIDER.** Globalgig does not make any representations or assurances of any kind about the extent of availability and quality of Service beyond its own network. Globalgig shall not be held responsible or liable for any defects or failure in Customer's service, computer, software, files, data, peripherals, or connectivity arising from or caused by any equipment, software, or service procured by Customer. Customer shall solely be responsible for the ownership, installation, repair, maintenance, and/or replacement of Customer-provided equipment. Globalgig shall have no responsibility or liability to Customer or any other party with respect to any other service provider's equipment, software, service, or its functioning or failure to function properly.
13. **GLOBALGIG-PROVIDED TELEPHONES.** All Globalgig-provided hardware and software shall remain the property of Globalgig and must be returned to Globalgig at Customer's expense in good working condition upon expiration or termination of the Service, with normal wear and tear expected. All service charges for rented phones will continue until such time as Customer returns and Globalgig receives the rented phones in good working condition, with normal wear and tear expected. If Customer chooses to exchange one Globalgig phone model for another, then Customer is responsible for all shipping charges of the newly ordered model and the returned model. Once exchanged, any changes to the pricing will begin on the next billing cycle and may be prorated for the initial month. Phones returned for exchange must be received within ten (10) business days, or rental charges will be reinstated until the phone that is to be returned is received by Globalgig. Customer shall be liable for reimbursing Globalgig for all loss or damage to Globalgig-provided phones. Globalgig-provided hardware and software are subject to the CPE Addendum terms and conditions, which are incorporated herein by reference.
14. **INTELLECTUAL PROPERTY.** Except as otherwise expressly provided herein, nothing contained in this Addendum shall be construed as conferring, by implication, estoppel, or otherwise, any license or right under any patent, trade name, or copyright of Globalgig or Customer.
15. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL GLOBALGIG BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING INABILITY TO BE ABLE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE SERVICE. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT, AND ANY AND ALL OTHER THEORIES OF LIABILITY, WHICH APPLY WHETHER OR NOT GLOBALGIG WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.
16. **DISCLAIMER OF WARRANTIES.** ALL SERVICES ARE PROVIDED AS-IS. GLOBALGIG MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR ANY WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, GLOBALGIG DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY, OR LOSS OF CONTENT, DATA, OR INFORMATION. GLOBALGIG WILL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO CUSTOMER'S TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT, OR DESTRUCTION OF CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES, OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD.
17. **INDEMNITY.** Customer acknowledges and understands that Globalgig's liability is limited for any Service event, outage, and/or inability to dial or receive Emergency Services from Customer's line or to access emergency service personnel, as set forth in this Addendum. Customer will indemnify, defend, and hold harmless Globalgig from any and all Claims (including, without limitation, reasonable attorney's fees) by, or on behalf of, Customer, User(s), Reseller(s), or any other third party relating to or arising from any death or injury to persons, damage to tangible property, or due to the absence, failure, or outage of the Service, including 911 dialing and/or inability of Customer, Users(s), Reseller(s), or any other third party or User of Customer's service to be able to dial 911 or to access emergency service personnel. In case of any third-party Claim is covered by Customer's insurance carrier, Customer agrees not to look to Globalgig for reimbursement if Globalgig was not the direct cause of Claim.
18. **UNAUTHORIZED PLACEMENT OF CALLS.** Globalgig is not liable for unauthorized placement of calls. Globalgig may work with Customer, if requested, to recommend possible solutions to reduce unauthorized use of the Services and Customer's facilities. Globalgig does not, however, warrant or guarantee that its recommendations will prevent unauthorized

use, and Customer is solely responsible for controlling access to and use of the Service and its own communications facilities. Customer shall not be excused from paying Globalgig for charges incurred as a result of unauthorized placement of calls. In the event Customer discovers or reasonably believes that fraudulent calls are being made, Customer shall notify Globalgig immediately. In the event Globalgig discovers or reasonably believes that fraudulent calls are being made, Globalgig shall have the right (but not the obligation) to take protective action, including, but not limited to, temporary blocking of Customer's traffic until the applicable problem is resolved (in Globalgig's reasonable discretion). Customer shall remain solely responsible for any and all Claims arising out of or relating to any conduct described in this Section, and Customer shall indemnify, defend, and hold harmless the Globalgig Party from and against any and all such Claims.

19. **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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