



MASTER SERVICE AGREEMENT (MSA)

DEFINITIONS

“**Customer**” refers to the signing party in this agreement pursuant to Products and Services provided by Global IP Networks and its affiliates.
“**Service Order Form**” or refers to the Proposal, Service Order, Product Order or Order Form that is ordered and signed by the Customer.
“**Commencement Date**” means the date when Global IP Networks begins to provide Product or Service as described in the Service Order Form.
“**Term**” means the period of time in which Global IP Networks provides Products or Services to Customer pursuant to a Service Order Form and its renewals.

CONTENT POLICY

Customer agrees that all services provided by Global IP Networks, Inc. may be used for lawful purposes only. Transmission, storage or presentation of any information, data or material in violation of any United States Federal, State or City law is prohibited. This includes, but is not limited to: copyrighted material, trademark, intellectual property, material that is judged to be threatening or obscene, or material protected by trade secret and other statute without proper authorization. Therefore, example of actions, contents or links such as these are prohibited in our facility and/or network:

- (a) Pornography, adult related or nudity in any forms
- (b) Game Server
- (c) Spamming or sending unsolicited email
- (d) Malware, malicious application or alike
- (e) IRC Shell or Public IRC
- (f) Copyright infringement or Pirated Software

Customer agrees to abide at all time by this policy. When content violation occurs from Customer’s network, Customer grants Global IP Networks the right: (a) to notify the Customer of such activities; (b) to block or shutdown Customer’s offending network ports or server or entire network when the situation becomes severe based on Global IP Networks reasonable assessment; or (c) to terminate services under Global IP Networks’ discretion if there is no satisfactory remedy implemented to further prevent this issue. Customer who deliberately violated this policy will be responsible to pay the cleaning fee of up to \$1,000.00 US dollar to Global IP Networks.

SERVICE LEVEL AGREEMENT (SLA)

Global IP Networks is committed to providing our Customers 99.999% power and network availability by providing (i) primary and secondary (redundant) power, and (ii) primary and secondary (redundant) network configuration, which are required for the Customer to be covered under this SLA. Credit will be provided for outage(s) that occur when both primary and secondary components for either power or network failed, resulting in a total loss of power or network connectivity due to internal failure under the responsibility of Global IP Networks, excluding interruption or downtime caused by DoS/DDoS attack, scheduled maintenance or force majeure.

To qualify for a credit: (a) Customer’s account must be in good standing without outstanding balance; (b) Customer’s power circuit must be redundant, configured with primary and secondary with identical capacity fed from separate Power Distribution Unit (PDU) with total aggregate normal operating load of both primary and secondary circuits equals to 80% capacity or less of the primary circuit; and (c) Customer’s network must be setup with redundant network (such as HSRP or GLBP) from Global IP Networks’ distribution router/switches.

Credit is calculated from the Monthly Recurring Charges (MRC) of the month when the outage(s) occur and will be applied according to the schedule below:

Availability in a month (%)	Credit from the MRC of the month
99.999% or higher	0%
99.9% to less than 99.999%	5%
99.0% to less than 99.9%	10%
98.0% to less than 99.0%	15%
97.0% to less than 98.0%	20%
96.0% to less than 97.0%	25%
95.0% to less than 96.0%	30%
94.0% to less than 95.0%	35%
Less than 94.0%	40%

Global IP Networks will not provide any credits to the Customer’s clients. Equipments placed in a shared cabinet/cage environment are not subject to this SLA due to the limitation of the shared cage/cabinet power and network configuration. Power and/or network outage that is caused by Customer’s failed equipment, exploited servers, non-redundant hardware, hardware/software misconfiguration, traffic usage in excess of maximum allowed by contract as well as improper use of power circuit such as (but not limited to) power strip daisy chaining, circuit overloading and other misuse that is against the fire code safety will not be covered by this SLA.

TERMS

The initial Term of this service agreement shall be one (1) year unless otherwise modified in the Proposal or Service Order Form. The Term for each Proposal or Service Order Form begins on the Commencement Date of the related product and service and remains in effect until the expiration of the initial period so specified. Upon the expiration of the initial Term and provided that no type of Recurring Charge is fully prepaid, each Proposal or Service Order Form will automatically renew for additional periods of one (1) year unless Customer provides Global IP Networks notice that is terminating such Proposal or Service Order Form not less than sixty (60) days’ prior to the end of the Term then in effect.



RATES AND PAYMENTS

Global IP Networks will issue invoice(s) to the customer approximately 7-14 days before the payment is due. Customer may receive the invoice(s) in paper format and or electronic format by default. Recurring Charges such as Monthly Recurring Charge (MRC) is due in advance in the beginning of service or commencing date and on the 1st day of each month thereafter. Non Recurring Charges (NRC) such as setup fee is due in the beginning of service or commencing date. Any prepayment is payable upon the Commencing Date. If a prepayment is for a portion of a Term, the amount of such prepayment will be applied as a credit to the final Recurring Charges at the end of such Term.

Since Global IP Networks does not have control over the price of power and utility, should there be a sudden increase of the price of power and utilities due to inflation, deflation, war, volatile market or dire economy circumstances, Global IP Networks may be forced to increase the charges of the Products and Services that are affected by any of these events in order to continue to provide the service to Customer. Should this event occur, Customer will be responsible of the additional charges in order to avoid service interruption due to such event.

If Customer disputes any portion of a Global IP Networks invoice, Customer agrees to pay the undisputed portion of the bill and submit a written statement detailing the disputed amount, setting forth the particulars thereof. All disputes must be submitted to Global IP Networks within thirty (30) days upon receiving the invoice. In the event that the disputed invoice is resolved in Global IP Networks' favor, Customer agrees to submit the full payment within five (5) business days of such resolution.

DELINQUENCY OR LATE PAYMENTS

Customer agrees to pay all invoices in accordance with Term described in the signed Service Order Form without setoff or deduction. Late payments will accrue interest on the unpaid sum after 30 days at the lesser of (i) the highest legal rate of interest permitted in the State of Texas or (ii) one and one-half percent (1.5%) per month. If Global IP Networks received a payment that is less than the full amount due to a processing charge such as returned check, bank charges or transfer fees and alike, Customer agrees to pay for the processing charge as applicable. In the event that Customer fails to pay Global IP Networks after 30 days or more of such invoice(s), Customer hereby grants the following provisions to Global IP Networks until the full payment is made: (a) to provide no remote hand or customer service pertaining to Customer's operation in Global IP Networks facility; (b) to prevent Customer to remove any Customer's equipment from Global IP Networks' facility. If the outstanding balance continues to be unpaid for 60 days or more of such invoice, Customer hereby grants Global IP Networks the ability to: (a) to modify the payment Terms to require the full payment of the remainder of the contract; (b) to place a lien upon Customer's equipment; (c) to receive Customer's financial information when requested by Global IP Networks; (d) to restrict Customer's physical access to Global IP Networks' facility and to Customer's equipment therein. If the outstanding balance continues to be unpaid for 90 days or more of such invoice, Customer hereby grants Global IP Networks: (a) to take possession of the Customer's equipment(s) and store it at Customer's expense and exercise all remedies available under applicable law, all without being liable for prosecution or damages; or (b) to sell Customer's equipments to cover the outstanding balance based on the Term of executed Service Order Form, the cost involving the sale such equipments and the damages that maybe caused by this event. The equipment possessed by Global IP Networks due to delinquency does not automatically qualify as payment.

TAXES

Global IP Networks' invoice shall separately identify any excise, sales, use, or other taxes, or any other governmental/municipal fees and charges applicable to Global IP Networks provision of Products and Services to Customer, and all such taxes and fees, however designated (excepting those based on Global IP Networks' net income), shall be paid by Customer in addition to any other amount owing. If Customer first provides Global IP Networks with a valid tax exemption certificate, Global IP Networks will not collect any taxes covered by such exemption.

CREDIT OR DEPOSIT

Delivery of Products and Services is subject to credit approval. Global IP Networks may require Customer to make a cash deposit at any time, as Global IP Networks deems reasonably necessary to protect its interests especially if: (a) Customer is in default under this agreement; (b) has made late or incomplete payments for a period of two (2) consecutive months; (c) has exceeded the pre-defined credit limit or (d) has significantly expanded the Products/Services provided by Global IP Networks. If such cash deposit is required, Customer shall pay such deposit to Global IP Networks within fifteen (15) days of notice from Global IP Networks. The amount of the deposit will be credited to Customer's account when this agreement expires or is terminated and any remaining balance will be refunded to the Customer.

TERMINATION

Customer shall be in default of this agreement, and Global IP Networks may terminate this agreement or suspend the Products and Services hereunder upon: (a) any failure of Customer to pay any undisputed amounts as provided in this agreement, including payment of any deposit, which failure continues for more than ten (30) days after written notification to Customer; (b) any breach by Customer of a material provision of this agreement which breach continues for more than thirty (30) days after written notification to Customer; (c) any insolvency, bankruptcy, assignment for the benefit of creditors, or similar event with respect to Customer; or (d) any violation by Customer of an applicable law or governmental regulation. Global IP Networks shall also have the right to immediately terminate or suspend Products and Services in the event of any governmental prohibition or required alteration of the Service, or in any emergency circumstance, each as determined in Global IP Networks' reasonable discretion.

It shall be an event of default and Customer may cancel or terminate this agreement if Global IP Networks is in breach of a material provision herein and such failure continues for more than thirty (30) days after Customer's written notice to Global IP Networks. Cancellation or termination is in addition to any and all other remedies provided for in the agreement and available at law and in equity.

TERMINATION LIABILITY

If Products and Services are cancelled or terminated before the expiration date defined in the agreement or signed Service Order Form of the relevant Product and Service Term by Customer for any reason other than an event of default by Global IP Networks or a permitted termination pursuant to "Regulatory Compliance" below or by Global IP Networks for a Customer default, Customer agrees to pay Global IP Networks the following sums, which shall become due as of the effective date of termination and be payable within thirty (30) days thereafter: (a) all unpaid Non Recurring Charges for cancelled or terminated Products/Services; (b) all remaining unpaid Recurring Charges for cancelled or terminated Products and Services provided before the Term expiration date; (c) any termination liabilities imposed by an underlying service provider for any associated third party coordinated by Global IP Networks.



WARRANTIES

Global IP Networks makes no warranties, express or implied, under this agreement and specifically disclaims any warranty of merchantability or fitness for a particular purpose other than what is stated in this agreement. Global IP Networks does not warrant that the product or service will be uninterrupted or error free at all time, that the product or service will meet customer's requirements or will prevent unauthorized access by third parties. Global IP Networks does not authorize anyone to make a warranty of any kind on its behalf and customer should not rely on anyone making such statements.

LIMITATION OF LIABILITY AND INDEMNITY

The liability of Global IP Networks associated with the installation, provision, use, maintenance, repair, termination or restoration of product/services provided pursuant to this agreement shall not exceed an amount equal to the charges for affected product/services for the month during which such service was affected. Customer agrees that in no event shall Global IP Networks be liable for: (a) any indirect, incidental, consequential, punitive, reliance, exemplary or special damages, whether foreseeable or not, including, without limitation, damages for lost profits, advantage, savings or revenues of any kind, or increased cost of operations, whether or not Global IP Networks has been advised of the possibility of such damages; or (b) any claim for damages caused by or arising out of (i) any act or omission (including without limitation unauthorized use, theft, alteration of product/services, interference with product/services) by customer, an intermediate reseller, an end user or another third party, (ii) product/service interruptions, (iii) interoperability, interaction or interconnection of the networks provided by customer or third parties, or (iv) the content of any traffic provided or used by customer or any agent, employee, or end user of customer. The limitations of liability set forth in this agreement shall survive failure of an exclusive remedy, and shall apply regardless of the form of action, whether in contract, tort, warranty, strict liability, or negligence (including without limitation active and passive negligence). All claims must be brought within two (2) years of the alleged act or omission.

Except as otherwise set forth in this agreement, and subject to the limitations of liability set forth in this agreement, Customer shall indemnify Global IP Networks Inc, its principals, officers, directors, agents, employees, subsidiaries, affiliates, and successors harmless from and against any claims, losses, costs, damages or expenses whatsoever (including, but not limited to, reasonable attorneys' fees and court costs) arising out of or resulting from (i) claims for libel, slander, infringement of copyright or unauthorized use of trademark, trade name or service mark arising out of the use of the Products/Services by the Customer, (ii) claims for patent infringement arising from combining or connection of facilities to the Products/Services by the Customer, or (iii) any claims against Global IP Networks by a third party resulting from the acts or omissions of the Customer or Customer's principals, officers, directors, agents, employees or contractors.

ASSIGNMENT AND SUCCESSORS IN INTEREST

Neither party may assign this agreement without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed), except that either Global IP Networks or Customer may assign its rights and obligations hereunder: (a) to any subsidiary, parent company, or affiliate of the assignor; (b) pursuant to any sale or transfer of substantially all the business of the assignor; or (c) pursuant to any financing, merger, or reorganization of the assignor. The Terms and Conditions contained in this agreement shall bind and inure to the benefit of the parties and their permitted successors and assigns.

EQUIPMENT

Global IP Networks shall retain title to all of its equipment and facilities used to provide Products/Services under this agreement. Customer agrees to be liable for damages to any Global IP Networks equipment, facility, or system caused by: (a) negligent or willful acts or omissions of Customer or any Agent, Employee, or End User of Customer; or (b) malfunction or failure of any equipment or facility provided by Customer or its Agents, Employees, End Users or Suppliers. Customer agrees to be liable for the theft of Global IP Networks equipment or facilities located on Customer's or its End User's premises. Customer agrees to not allow any facility or equipment of Global IP Networks to be rearranged, removed, disconnected, or repaired without Global IP Networks' prior written consent, nor will Customer permit any liens or encumbrances to be placed on Global IP Networks equipment, property or facility.

REGULATORY COMPLIANCE

Customer acknowledges this agreement is subject to all applicable federal, state and local laws, and regulations, rulings, orders, and other actions of governmental agencies ("Rules"), including, but not limited to: the Communications Act of 1934 as amended by the Telecommunications Act of 1996, the rules and regulations of the Federal Communications Commission ("FCC"), and the obtaining and continuance of any required approvals, authorizations, or tariffs filed with the FCC or any other governmental agency. Global IP Networks will use its good faith reasonable efforts to obtain, retain, and maintain such approvals and authorizations. If any such Rules materially adversely affects the Products and Services or requires Global IP Networks to provide Products and Services other than in accordance with the material Terms of this agreement, either party may, without liability to the other party, terminate the affected Products and Services upon thirty (30) days prior written notice to the other party. In the event of any conflict between any provision of this agreement and any provision of an applicable tariff, the provision of such tariff will control.

SEVERABILITY

If any provision of this agreement is held by a court to be invalid, void or unenforceable, the remainder of this agreement shall remain unimpaired and in full force and effect. In addition, in the event that any provision (or portion thereof) of this agreement is determined by a court to be unenforceable as drafted by virtue of the scope, duration, extent, or character of any obligation contained therein, it is the parties' intention that such provision (or portion thereof) shall be construed in a manner designed to effectuate the purposes of such provision to the maximum extent enforceable under such applicable law.

NO IMPLIED WAIVER

Failure by Customer to enforce compliance with any of the Terms or conditions of this agreement shall not constitute a waiver or relinquishment of such right. All waivers must be in writing. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time.

FORCE MAJEURE

Customer grants Global IP Networks or its affiliates, subsidiaries, or contractors not be liable for any delay, failure in performance, loss or damage that is caused by events beyond its reasonable control including but not limited to, fire, flood, explosion, fiber cuts, failure of public

