



MASTER SERVICES TERMS AND CONDITIONS (MSTC)

1. DEFINITIONS

"ACL" means Authorized Contact List.

"Agreement" means a Service Order signed by Customer and its attachments together with this MSTC, its addendum and exhibits, which constitute the entire agreement between Global IP Networks and Customer with respect to the Product and Services. In the event of a conflict between terms stated in this MSTC and Service Order and any attachment or addendum, this MSTC shall take precedence over the Service Order and attachment or addendum, and the Service Order shall take precedence over the attachment or addendum.

"Commencement Date" means the Term start date subject to Provider's best effort provisioning completion date unless otherwise noted, agreed to and signed by both parties in the Service Order.

"Customer" refers to the signing party in this Agreement pursuant to Products and Services provided by Global IP Networks and its affiliates.

"MRC" means Monthly Recurring Charge(s) due in the beginning of service or on the 1st day of the monthly service, whichever is sooner.

"NRC" means Non Recurring Charge(s) such as one-time fee(s), activation or setup fee(s) due in the beginning of service.

"Provider" means Global IP Networks.

"Service Order" also refers to Proposal, Sales Order, Product and Service Order or Order Form that is signed by Customer.

"Term" is the period of time when Global IP Networks is entitled to provide service to Customer and Customer is obligated to make payment to Global IP Networks pursuant to the Service Order and its renewals.

2. CONTENT POLICY

Customer agrees that all services provided by Provider 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 or nudity in any forms, (b) bots, malware and other malicious applications, (c) spamming or sending unsolicited bulk email, (d) Copyright infringement content, (e) IRC Shell or Public IRC, and (f) Illegal or pirated software.

Customer agrees to adhere at all time to this policy. When content violation occurs in Customer's network or area, Customer grants Provider the right to: (a) notify Customer of such activities; (b) temporarily block or shutdown Customer's offending network ports or server or network based on severity; (c) terminate such services if such violation is continuously occurring and willfully being neglected by Customer. Customer in violation of this policy shall be responsible for all the cost associated with the damage and the cleaning fees to the affected parties.

3. TERMS AND RENEWALS

The Initial Term and subsequent Renewal Terms are defined in the Service Order. The Initial Term's Commencement Date starts once the provisioning is completed, or when Customer starts using the product and services (whichever is earlier). Once the Initial Term expires, the Service Order will be continually renewed automatically with the Renewal Term, until Customer submits a written cancellation notice to Provider no less than ninety (90) days before the then current Term expires.

4. ACCESS AND STORAGE POLICY

General Access

Access to Provider's facility is restricted only to its employees, authorized vendors and Customers, and is limited by Provider's real-time ACL system. Customer may create and modify Customer's own ACL from the Provider's designated Customer Portal. For security, a valid government issued ID is required for data center entry. Customer's associate or vendor that is not listed in the ACL must be escorted at all times by Customer or Provider's personnel. Unless escorted by Customer, prior notification and approval by Provider are required for Customer's associate or vendor before entering Provider's facility. Customers and all visitors must adhere to Provider's policies at all time while in the Provider premises. Customer and its party must not venture to non-Customer designated area at all time. Customer will be accountable of Customer's own guests, visitors and associates while visiting Provider's facility. More information on ACL is available for review or download at <https://gipnetworks.com/ACL.pdf>.

Customer Equipment Removal

Customer's owned equipment removal must be accompanied by (i) Customer written request and consent with (ii) the list of such equipment through Provider's ticketing system, and (iii) Provider's consent. For Customer's own security, Provider will deny any equipment removal request that is not accompanied by Customer's written request, consent and equipment list.

Storage

Upon Customer's request Provider may temporary store Customer's equipment at Provider's facility. Approval by Provider is required.

Customer agrees to abide by Provider's storage policies and procedures and will release Provider from any liability or claim for any Customer's property stored in Provider's facility. Storage fee may apply.

5. SERVICE LEVEL AGREEMENT (SLA) AND SUPPORT GUIDELINES

Power SLA

Unless otherwise defined in the Service Order, Power SLA is governed under Power Availability Service Level Agreement (PASLA) in Exhibit A and is available for review or download at <https://gipnetworks.com/PASLA.pdf>.

Network SLA

Unless otherwise defined in the Service Order, Network SLA is governed under Network Availability Service Level Agreement (NASLA) in Exhibit B and is available for review or download at <https://gipnetworks.com/NASLA.pdf>.

SLA Exclusions

Service Levels and Service Level Credits apply only to Provider's direct Customer and not to any customers of Customer or to any other party. Customer is not entitled to any Service Level Credit if Customer: (a) has an outstanding balance, (b) is in breach of this Agreement, or (c) has failed to provide Provider reasonable access or means to allow Provider to provide the necessary service. In addition, Provider shall have no liability to provide services in accordance with any applicable Service Level or to provide any Service Level Credits if the failure to provide the Services in accordance with the Service Level is due, to any of the following: (a) maintenance that is scheduled from either Provider or Customer, (b) service and network attacks, (c) events occurring before the Service Commencement Date, (d) false positive or failure that does not result in service interruption, (e) failure that is caused by Customer's own equipment, (f) non-standard or unsupported configuration or configuration that is not up to code, (g) usage that exceeds the service limit procured by Customer, (h) customer acts, or acts of others engaged or authorized by Customer, including without limitation, any negligence or willful misconduct.

Support Guidelines

For security and tracking purposes all support request must be written and submitted through Provider's ticketing system. Unless otherwise defined in the Service Order, the general Support Guidelines is available for view or download at <https://gipnetworks.com/SUPPORT.pdf>.

6. RATES AND PAYMENTS

By signing a Service Order, Customer expressly acknowledges and agrees to pay the fees for all product and services defined in the Service Order for the entire Term including all other charges such as taxes, duties, and other expenses as reflected on an invoice in US dollars before or on the due date of such invoice. Unless otherwise defined in the Service Order, all services shall be invoiced in advance and payment shall be due in the beginning of service or on the first day of each month, whichever is sooner, and on the first day of each following month thereafter. Customer agrees to pay in full any processing or transaction fees that arise from bank charges, returned check or any other third party charges.

If Customer disputes any amount of an invoice, Customer agrees to pay all the undisputed amount before or on the due date of such invoice, and submit a written statement detailing the disputed amount, setting forth the particulars thereof. For consideration, all disputes must be submitted to Provider within fifteen (15) days upon receipt of invoice. In the event that the disputed invoice is resolved in Provider's favor, Customer agrees to submit the full payment within seven (7) days of such resolution to avoid any late fee or possible suspension of services by Provider or third party supplier.

Since Provider does not have control over the price of the third party supplier, power and utilities, should there be an increase of the price due to but not limited to policy change, inflation, deflation, war, volatile market or dire economy circumstances, Provider may adjust the fees accordingly to the Products and Services that are affected by such event. Notwithstanding anything in the Service Order to the contrary, all fees may be subject to the 3.5% price increase after the Initial Term and every twelve (12) months thereafter.

7. LATE PAYMENTS

Customer agrees to pay all invoiced amounts in full on or before the due date. Late payments will accrue interest on the unpaid sum after thirty (30) days at the lesser of the highest legal rate of interest permitted in the State of Texas or one and one-half percent (1.5%) per month. If Provider does not receive the due payment on or before the due date, Customer grants the following to Provider until all fees are paid in full, all without being liable for prosecution or damages:

- (a) For a fifteen (15) day past due invoice, Provider may deny facility access, technical support and equipment removal requested by Customer.
- (b) For a thirty (30) day past due invoice, Provider may alter, disconnect or reduce the service or service provided by a third party. Disconnect and reconnect fee may apply. Customer shall promptly provide financial information when requested by Provider.
- (c) For a sixty (60) day past due invoice, Provider may place a lien upon Customer's equipment and suspend all services.

8. SUSPENSION, TERMINATION AND LIABILITY

(a) Material Breach

Except as provided in Section 8(b), either party may terminate this Agreement or any Service Order if the other party materially breaches this Agreement or such Service Order, as applicable, and fails to cure the breach within thirty (30) days or other agreed time frame following receipt of written notice from the non-breaching party (excluding any breaches relating to the payment of Fees, which shall not require further notice as to due date). Either party may terminate this Agreement for cause immediately if the other party files for bankruptcy, becomes insolvent or makes an assignment for the benefit of creditors, or if a trustee is set up to administer a substantial portion of the other party's assets or business.

(b) Following Suspension of Services

In the event that Customer's Services are suspended for failure to timely pay any undisputed Fees pursuant to Section 6, Provider may, without further notice and obligation to Customer, terminate this Agreement and any Service Orders. In the event that Customer's Services are suspended for any other reason, or reason pursuant to Section 7 and such suspension continues for more than fifteen (15) days, Provider may, without further notice and obligation to Customer, terminate this Agreement and any Service Orders. Provider shall relocate and take possession of Customer's equipment(s) and store it at Customer's expense and shall exercise all remedies available under the applicable law to sell and/or acquire Customer's equipment to cover the outstanding balance based on the Term of the Service Order including the cost involving the sale of such equipment and the damages that maybe caused by this event. The equipment possessed by Provider in this event does not automatically qualify as payment.

(c) Termination Upon Expiration

Unless otherwise defined in the Service Order, Customer may request to terminate a Service Order upon the expiration of the current Term by providing at least a ninety (90) days' cancelation notice prior to the expiration of the Service Order Term. To be effective, Customer must submit a written disconnect or cancelation request through the Provider's ticketing system. Customer agrees to pay all the remaining fees of the current Term before Customer vacates the premises or before the current Term expires, whichever is sooner.

(d) Termination for Convenience

Either party may terminate this Agreement or any Order by written notice to the other party at least (ninety) 90 days before the requested termination date. If Customer wishes to terminate as provided in the preceding sentence, Customer agrees to pay Provider as liquidated damages a Termination Fee and any other amounts payable by Customer pursuant to Section 8(e). The "Termination Fee" shall be equal to 100% of the Fees Customer would have had to pay for the remaining Service Order Term for all terminated Orders. Customer acknowledges and agrees that: (a) Provider is only agreeing to provide Customer a right to terminate for convenience conditioned upon Customer's payment of the Termination Fee, and that absent payment of the Termination Fee, Customer shall have no right to terminate this Agreement or any Order under this Section 8(d); (b) Provider will incur considerable consequences and losses in the event Customer terminates this Agreement for convenience prior to the expiration of the Service Order Term; (c) such consequences and losses would be difficult, if not impossible to estimate; and (d) the Termination Fee is a reasonable pre-estimate of the consequences and losses that Provider would actually incur in the event Customer terminates this Agreement early.

(e) Consequences of Termination

Upon termination of this Agreement or any Service Order for any reason other than termination by Customer under Section 8(a) or termination upon expiration of a Service Order Term pursuant to Section 8(c), Customer shall immediately pay to Provider: (a) all third party charges incurred by Provider arising from such termination; (b) all unpaid Fees (including Expedite Fee if unpaid); and (c) the Termination Fee. Customer agrees to pay all amounts owing pursuant to this Section 8(e) on or before the termination date. Rights and obligations which by their nature continue after the termination or expiration of this Agreement, shall survive and continue after the termination or expiration of this Agreement, and shall bind the parties, their successors, heirs and permitted assigns. Customer agrees and acknowledges that Provider is free from any liability from the consequence of termination.

9. CREDIT AND DEPOSIT

Delivery of Products and Services is subject to credit approval. Provider may require Customer to make a cash deposit at any time, as Provider deems reasonably necessary to protect its interests especially if: (a) Customer is in default under this Agreement; (b) Customer has two (2) consecutive months of outstanding balance; (c) has exceeded the pre-defined credit limit. If such cash deposit is required, Customer agrees to pay Provider immediately. The amount of the deposit will be credited to Customer's account when this Agreement expires or terminated, and any excess amount will be refunded to the Customer.

10. INSURANCE

Each party shall maintain commercial general liability, property and casualty and business interruption insurance with individual policy limits of not less than \$1,000,000 per occurrence. Customer's insurance shall be primary over Provider. Customer waives and shall require its insurers to waive any rights of subrogation against Provider, its agents, directors and employees.

11. DISCLAIMER

Third Party Product and Services

Notwithstanding anything to the contrary herein, Customer acknowledges and agrees that Provider makes no representation or warranty, express or implied, as to any third party hardware, software, products or services included with the Services. Provider assigns to Customer during the Term all assignable warranties and indemnities granted to Provider by such third parties to the extent applicable to Customer's receipt or use of the Services during the Term. To the extent Provider is not permitted to assign any such third party warranties and indemnities, Provider will use commercially reasonable efforts to enforce such protections on Customer's behalf to the extent it is permitted to do so under the third party agreements and applicable law.

Warranties

Except as expressly provided in this Agreement, Provider makes no representations or warranties of any kind, whether express or implied with respect to the product and services. Provider disclaims all other warranties or conditions, including without limitation, warranties of

merchantability or fitness for a particular purpose, all warranties arising from conduct, course of transaction or custom of trade and all warranties of title and non-infringement. Provider does not warrant that the Product and Services will always be free from error or that the use of the service will be uninterrupted at all time. Some jurisdictions do not allow the exclusion of implied warranties so portions of the above exclusions may not apply, but only to the extent necessary to bring the exclusion into compliance.

12. LIMITATION OF LIABILITY AND INDEMNITY

Limitation on Liability

The aggregate liability of Provider to Customer associated with its Product and Services shall not exceed an amount equal to the monthly recurring amount payable by Customer to Provider when the cause of action giving rise to such liability arises in accordance with the terms of Provider's Service Level Agreement (SLA).

Liability Disclaimer

Unless Customer data protection and back up services are expressly provided as service items by Provider in the Service Order, Customer is responsible to protect and back up all Customer's data to ensure protection of Customer's data. Provider is not responsible for any loss of data due to Customer's failure to protect and back up that data properly, and Customer agrees to hold Provider harmless against any liability arising from loss or damage to Customer's data. Customer agrees that in no event shall Provider be liable for: (a) any indirect, incidental, consequential, punitive, reliance, exemplary or special damages, whether foreseeable or not, including but not limited to damages for lost profits, savings or revenues of any kind, or increased cost of operations, whether or not Provider has been advised of the possibility of such damages, or (b) any claim for loss or 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 and Services, negligence or non-compliance) by Customer, an intermediate reseller, an end user or another third party, (ii) Product and 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 Customer' agent, employee, vendor, affiliates or end user.

General

The Limitations of Liability set forth in this Agreement shall serve as a full and 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 reported in writing within ninety (90) days of the alleged act or omission.

Indemnity

Customer shall indemnify Provider, 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 or services of Provider by Customer, (ii) claims for patent infringement arising from combining or connection of facilities to the products and services of Provider by Customer, (iii) any claims against Provider by a third party resulting from the acts or omissions of Customer or Customer's principals, officers, directors, agents, employees, contractors, subsidiaries, or affiliates, or (iv) any claims relating to sensitive information provided to Provider by or on behalf of Customer without the prior written consent of Provider. Customer's indemnity obligation hereunder shall be void if such claim is due to negligence or willful misconduct by Provider or any third party acting on Provider's behalf of any Provider's technology or materials used in the services, or its use in violation of any provision of this Agreement.

Provider shall indemnify Customer, 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 or services of Customer by third party, (ii) claims for patent infringement arising from combining or connection of facilities to the products and services of Customer by third party, (iii) any claims against Customer by a third party resulting from the acts or omissions of third party or third party's principals, officers, directors, agents, employees, contractors, subsidiaries, or affiliates, or (iv) any claims relating to sensitive information provided to Customer by or on behalf of third party without the prior written consent of Customer. Provider's indemnity obligation hereunder shall be void if such claim is due to negligence or willful misconduct by Customer or any third party acting on Customer's behalf of any Provider's or Customer's technology or materials used in the services, or its use in violation of any provision of this Agreement.

No other indemnity is provided hereunder with respect to any matter. This Section shall survive any termination or expiration of this Agreement.

13. 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 Provider 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.

14. PROVIDER EQUIPMENT

Provider shall retain title to all of its equipment and facilities used to provide services under this Agreement. Customer must not access or operate Provider's equipment at any time. Customer agrees to pay for damages to any Provider 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 damage or theft of Provider's property located on Customer's or its End User's premises. Customer agrees to prevent any facility or equipment of Provider to be rearranged, removed, disconnected, or repaired without Provider's prior written consent, nor will Customer permit any liens or encumbrances to be placed on Provider equipment, property or facility.

15. 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. Provider 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 Provider 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.

16. 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.

17. 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.

18. FORCE MAJEURE

In the event of catastrophe, Customer understands and agrees that Provider or its affiliates, subsidiaries, or contractors will 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 utilities, unavailability of materials or rights-of-way, accident, war, strike, embargo, terrorist activities, public riot, blockage, civil disturbance, governmental restraint, supplier failures, shortages, breaches or delays and natural disaster.

19. CONFIDENTIALITY

If Provider and Customer have executed a Nondisclosure Agreement between both parties, a Confidentiality Agreement separate from this Agreement, or similar Agreement, both parties agree that the Terms therein shall remain in full effect throughout the Term of this Agreement and shall be incorporated herein by reference. Notwithstanding the foregoing, Customer and Provider agree to maintain in strict confidence all plans, designs, drawings, trade secrets, and other proprietary information of the other party disclosed under this Agreement. No obligation of confidentiality shall apply to disclose information that the recipient: (a) already possesses without obligation of confidentiality; (b) develops independently; or (c) rightfully receives without obligation or confidentiality from a third party. The parties' obligations under this section shall survive expiration or termination of this agreement.

20. NON-SOLICITATION

During the Term of this Agreement and for one year following thereafter, Customer agrees not to solicit for employment or hire, either directly or indirectly (as an employee, consultant or otherwise) any employee of Provider or personnel, unless a non-negotiable placement fee equal to fifty percent (50%) of the higher of (a) the current annual aggregate salary, wages and compensation Provider pays to such personnel, or (b) the annual salary or wages that Customer has offered to such personnel is paid in full. If Customer hires, either directly or indirectly an employee of Provider, such personnel cannot begin work for Customer until the placement fee is paid in full. Customer agrees that any attempt or actual hiring of Provider's employee without prior written approval will be a material breach of this Agreement and Provider will be entitled to an immediate injunction and all remedies and damages afforded by law. Further, no bond will be required to be posted by Provider for any injunction type remedy. This section will survive the termination of this Agreement.



21. RELATIONSHIP OF THE PARTIES

The relationship between the parties shall be that of independent contractors and not of principle and agent, employer and employee, franchiser and franchisee, partners or joint ventures. This Agreement does not establish Customer as a dealer, distributor or franchisee of Provider, and no fee is being paid to Provider to enter into this Agreement.

22. NOTICES AND PUBLICITY

All notices shall be in writing, and will be deemed given when: (a) delivered to the recipient by certified U.S. Mail or overnight courier service with proof of delivery; or (b) hand delivered to the recipient; or (c) delivered by facsimile or email to the recipient. No public statements or announcements relating to this Agreement shall be issued by either party without the prior written consent of the other party.

23. GOVERNING LAW

This Agreement will be interpreted and construed in accordance with the internal laws of the State of Texas without giving effect to its principles of conflicts of laws. This Agreement, the duties and the obligations of Provider and Customer shall be enforceable against any of the parties in the courts of the Collin County in Texas.