

Master Services Terms and Conditions

This Master Services Terms and Conditions (MSTC) is between Global IP Networks (“Provider”), and the Customer (“Customer” or “Client”) ordering the Services. In the event of a conflict between the terms stated in this MSTC and the 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.

1. DEFINITIONS

- “ACL” means Authorized Contact List or list of personnels authorized by Customer to access Customer’s asset.
- “Agreement” means the entire agreement between the Customer and the Provider which includes the Service Order (Proposal and its renewals), MSTC, its addendum and exhibits.
- “Commencement Date” means the start date when the Provider starts servicing the Customer.
- “Customer” refers to the signing party in this Agreement pursuant to the Provider’s Products and Services.
- “MRC” means Monthly Recurring Charge or monthly recurring fee.
- “NRC” means Non Recurring Charge or one time fee.
- “Provider” means Global IP Networks.
- “Protected Information” means any (i) non-public or private personal information, (ii) Protected Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act (HIPAA), and (iii) all other information that is the subject of legal or regulatory security requirements.
- “Service Order” means Proposal, Sales Order, Product and Service Order or Order Form.

2. SERVICES

IMPORTANT: Customer must notify the Provider if any Protected Information will be present in the Provider’s facilities or scope of work. Healthcare Protected Information (such as PHI) will require a Business Associate Agreement (BAA) between the Customer and the Provider. Provider is committed to protect Customer’s Protected Information and will limit its exposure to Customer’s Protected Information. Provider has the right to deny any support request that may lead to a material breach.

Data Center Services

Data Center Services covers colocation services (hosting of Customer’s own servers or appliances), including space, power, Direct Internet Access (DIA) and other connectivity services as part of the colocation services. The Data Center Services Acceptable Use Policy (“AUP”) is covered in [Exhibit A](#).

Information Technology (“IT”) Services

IT Services cover a broad range of IT related services such as, but not limited to IT consulting, IT as a Service, Security as a Service, Desktop as a Service, Backup as a Service, Infrastructure as a Service, Platform as a Service, Managed Network Management (wired or wireless), cloud services and dedicated server services. The IT Services AUP is covered in [Exhibit B](#).

The following support priority level applies to all services:

Priority Level	Technical Impact Level and Description	Sample of Client Impact and Description	Initial Response Time	Recovery Time Objective
LOW	Impact Level: Minor Production environment and End User can continue normal operations. Non service impacting. Event will be addressed in the order in which it was received after all other issues are solved.	Regular maintenance that can be scheduled in advance.	< 30 min	<i>Per impact</i>
NORMAL	Impact Level: Moderate Production environment can continue normal operations. End user is the only one impacted. Events will be addressed before the Low priority request.	User requests for password resets, user level network problem.	< 30 min	<i>ASAP - Best Effort</i>
HIGH	Impact Level: Significant Production environment and end user(s) are affected. The business unit can continue operation under low efficiency. Event will be addressed before Normal priority request.	A group level network issue reducing efficiency in the business operations.	< 30 min	<i>ASAP - Best Effort</i>
911	Impact Level: Extensive Most or all business units are impacted and inoperable. Event will be addressed before the High priority request.	Catastrophic event causing a total outage for all users and departments.	< 30 Min	<i>ASAP - Best Effort</i>

3. INITIAL AND RENEWAL TERMS

Unless defined otherwise in the Service Order, the initial term of a Service Order shall be three (3) years and will be renewed with one (1) year renewal term perpetually thereafter until canceled in writing by either party with no less than ninety (90) day cancellation notice before the then term expires.

4. RATES AND PAYMENTS

Customer expressly acknowledges and agrees to pay Provider all the charges and fees defined in the Agreement for the entire term. Unless otherwise defined in the Service Order, all services shall be invoiced in advance and payment shall be due at the beginning of service or on the first day of each month, whichever is sooner. All prices are in US dollars. 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 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 the 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 fees or 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 economic 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.

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 charges and fees are paid in full, all without being liable for prosecution or damages: (i) for thirty (30) days past due invoice, Provider may deny access (physical or logical) and support; (ii) for sixty (60) days past due invoice, Provider may suspend all services and put a lien on the Customer's assets until all outstanding amounts are paid in full.

5. SUSPENSION, TERMINATION AND LIABILITY

(a) Material Breach

Either party shall notify the other party promptly and without unreasonable delay upon learning of any actual or suspected material breach. Except as provided in Section 5(b), either party may terminate this Agreement or any Service Order if the other party materially breaches this Agreement 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 charges and 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 a service to Customer is suspended due to non performance as defined in Section 4, Provider may, without further notice and obligation to Customer, terminate this Agreement and any Service Orders. Provider shall exercise all remedies available under the applicable law.

(c) Termination Upon Expiration

Customer may terminate a Service Order by providing no less than ninety (90) days cancellation notice (or that which is defined in the Service Order) prior to the expiration date of such service. Cancellation notice must be submitted in writing.

(d) Termination for Convenience

Customer may cancel or terminate a Service Order for convenience by providing no less than ninety (90) days cancellation notice (or that which is defined in the Service Order) prior to the termination date. Provider may incur considerable consequences and losses in the event Customer terminates a Service Order for convenience. Such consequences and losses would be difficult, if not impossible to estimate. Therefore, Customer agrees to pay Provider a Termination Fee equals a minimum of 50% of the total unpaid fees for the remainder of the term beyond the termination date for any Service Order terminated under this Section 5(d). Customer also agrees to pay Provider all amounts due pursuant to Section 5(e). Customer acknowledges and agrees that Provider is only agreeing to provide Customer a right to terminate for convenience conditioned upon (i) Customer's payment of the Termination Fee and all amounts due pursuant to Section 5(e); and (ii) that absent payment of these fees, customer shall have no right to terminate this Agreement or any Service Order under this Section 5(d).

(e) Consequences of Termination

Upon termination of this Agreement or any Service Order for any reason other than termination by Customer under Section 5(a) or 5(c), Customer agrees to immediately pay Provider upon the receipt of invoice for each Service Order terminated: (i) all unpaid charges and fees defined in the Agreement or Service Order; and (ii) all unpaid third party charges and fees incurred by Provider. Rights and obligations which by their nature continue after the termination or expiration of this Agreement or Service Order shall survive and bind the parties, their successors, heirs and permitted assigns.

6. INSURANCE

Each party shall maintain commercial general liability, property and casualty and business interruption insurance with individual policy limits of not less than \$500,000 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.

7. 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 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 service 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, subject to the third party agreements and applicable law.

Warranties

Provider warrants that it shall perform the services in a manner that does not infringe any intellectual property or other rights and to perform the service to the best of its ability as defined in this Agreement. Except as stated herein, Provider makes no representations or warranties of any kind, whether expressed 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 times. Some jurisdiction does 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.

8. LIMITATION OF LIABILITY AND INDEMNITY

Limitation on Liability

The aggregate liability of Provider to Customer associated with its product and services shall not exceed the greater of (a) the amount payable by the Provider's insurance to Customer, or (b) an amount payable by Customer to Provider during the most recent thirty (30) day billing period, when the cause of action giving rise to such liability.

Liability Disclaimer

Other than material breach defined in Section 5(a) or willful malicious act from one party against the other, in no event shall either party be liable for: (i) 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 (ii) any claim for loss or damages caused by or arising out of (a) 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, (b) Product and Service interruptions, (c) interoperability, interaction or interconnection of the networks provided by Customer or third parties, or (d) the content of any traffic provided or used by Customer or Customer's 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 thirty (30) 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 a third party, (ii) claims for patent infringement arising from combining or connection of facilities to the products and services of Customer by a third party, (iii) any claims against Customer by a third party resulting from the acts or omissions of third party or third party's principal, 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.

9. 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: (i) to any subsidiary, parent company, or affiliate of the assignor; (ii) pursuant to any sale or transfer of substantially all the business of the assignor; or (iii) 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.

10. PROVIDER OWNED EQUIPMENT

Provider shall retain the 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: (i) negligent or willful acts or omissions of Customer or any Agent, Employee, or End User of Customer; or (ii) 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 assets, property or facility.

11. 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 approval and authorizations. If any such rules materially adversely affects the product or services defined in this Agreement, or requires Provider to provide products and services outside of this Agreement, either party may, without liability to the other party, terminate the affected product 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.

12. 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.

13. 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.

14. FORCE MAJEURE

In the event of a 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 disasters. Customer has the right to terminate the Agreement and receive a refund of any unused prepaid fees if the interruption of the services caused by a force majeure event continues for longer than thirty (30) days without cure.

15. CONFIDENTIALITY

If Provider and Customer have executed a nondisclosure Agreement, 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: (i) already possesses without obligation of confidentiality; (ii) develops independently; or (iii) rightfully receives without obligation or confidentiality from a third party. The parties' obligations under this section shall survive expiration or termination of this agreement.

16. NON-SOLICITATION

During the term of this Agreement and for one (1) 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 (i) the current annual aggregate salary, wages and compensation Provider pays to such personnel, or (ii) 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 the 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 considered 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.

17. RELATIONSHIP OF THE PARTIES

The relationship between the parties shall be that of independent contractors and not of principal and agent, employer and employee, franchisor 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.

18. NOTICES AND PUBLICITY

All notices shall be in writing, and will be deemed given when: (i) delivered to the recipient by certified U.S. Mail or overnight courier service with proof of delivery; or (ii) hand delivered to the recipient; or (iii) 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.

19. 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. In the event of any dispute, contest, arbitration or litigation between the parties, the prevailing party in such dispute, contest, arbitration or litigation shall be fully reimbursed by the other party for all costs, including reasonable attorneys' fees, court costs, expert or consultant's fees and reasonable travel and lodging expenses incurred by the prevailing party, including any appellate proceedings. This Agreement, the duties and the obligations of Provider and Customer shall be enforceable against any of the parties in the courts of Collin County in Texas.

Exhibit A

Data Center Services

1. ACCEPTABLE USE POLICY (“AUP”)

Customers agree that all services furnished 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: (a) pornography, (b) malicious 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 to this policy at all times. When content violation occurs in the Customer’s network, Customer grants Provider the right to: (a) notify Customer of such violation; (b) temporarily block, limit or shutdown internet access until the situation is cured; (c) terminate the services if such violation persisted without being cured by Customer within thirty (30) days. Customer in violation of this policy shall be responsible to cover all the damages and the restoration fees associated with the damages.

2. POWER SERVICE LEVEL AGREEMENT

Provider is committed to providing 99.999% power uptime by provisioning a redundant set of power circuits (“A/B”) to Customer. By design, the combined continuous load of this A/B power circuits should not exceed eighty percent (80%) capacity of either power circuit, in accordance with the recommended safety rating by National Electrical Code (NEC). For example the combined load of a 20 Amp A/B power (which consists of one (1) 20 Amp power circuit from PDU ‘A’ and one (1) 20 Amp power circuit from PDU ‘B’) must not exceed 16 Amp under normal operation to allow power failover in the event that either power circuit becomes unavailable.

In the event that both A/B power circuits lose power simultaneously resulting in a total power outage, a service credit will be issued by Provider to the Customer according to the Monthly Uptime Percentage represented by the following formula:

$$\text{Monthly Uptime Percentage} = (\text{Maximum Available Minutes} - \text{Outage}) / \text{Maximum Available Minutes} \times 100$$

To receive a service credit, Customer must submit a claim by opening a case in the Provider support system. To be eligible, the credit request must be received by Provider within fifteen (15) calendar days after which the incident occurred and must include:

1. The words “Power SLA Credit Request” in the subject line
2. The dates, times, and affected power circuit of each unavailability incident that Customer is claiming
3. Logs that document the errors and corroborate the claimed outage

Customer’s failure to provide the request and other information as required above will disqualify Customer from receiving a Service Credit. If the Monthly Uptime Percentage of such request is confirmed by Provider and is less than the Service Commitment, then Provider will issue the Service Credit to Customer within one billing cycle following the month as defined in the following table:

Monthly Uptime Percentage	Credit
99.0% to less than 99.999%	5%
97.0% to less than 99.0%	10%
94.0% to less than 97.0%	25%
90.0% to less than 94.0%	50%
Less than 90.0%	100%

This SLA only covers Provider’s direct Customer with the proper use of redundant A/B power circuits. This SLA does not apply to any unavailability, suspension or termination of a service, or any other included service performance issues: (i) caused by factors outside of Provider’s reasonable control, including any force majeure event, emergency or related problems beyond the demarcation point of the applicable included Service; (ii) that result from any actions or inactions of Customer or any third party; (iii) that result from Customer related requests, processes and procedures, software or other technology and/or third party equipment; or (iv) arising from our suspension or termination of Customer’s right to use the applicable service in accordance with the Agreement as defined in the MSTC.

When A/B Power circuits lose their effectiveness due to circuit overload (i.e., when the normal combined load exceeds eighty percent (80%) of either power circuit), Customer grants Provider the right to (i) void this SLA and (ii) alter the price of the said A/B Power circuits to the maximum Amperage of the two (2) power circuits or two times (2X) the price of such power circuit until the A/B power redundant state is restored.

3. NETWORK SERVICE LEVEL AGREEMENT

Unless otherwise altered in the Service Order, Provider is committed to providing 99.999% network uptime and will allocate a redundant set of network drops to Customer. To be fully redundant, both network drops must be configured in auto-failover mode. In the event that both network drops lost their internet connectivity simultaneously resulting in a total network outage, a service credit will be issued by Provider to the Customer according to the Monthly Uptime Percentage represented by the following formula:

$$\text{Monthly Uptime Percentage} = (\text{Maximum Available Minutes} - \text{Outage}) / \text{Maximum Available Minutes} \times 100$$

To receive a service credit, Customer must submit a claim by opening a case in the Provider support system. To be eligible, the credit request must be received by Provider within 15 calendar days after which the incident occurred and must include:

1. The words "Network SLA Credit Request" in the subject line
2. The dates, times, and affected network of each unavailability incident that Customer is claiming
3. Logs that document the errors and corroborate the claimed outage

If the Monthly Uptime Percentage of such request is confirmed by Provider and is less than the Service Commitment, then Provider will issue the Service Credit to Customer within one billing cycle following the month. Customer's failure to provide the request and other information as required above will disqualify Customer from receiving a Service Credit. The following Service Levels and Service Credits are applicable to Customer's proper use of redundant network:

Monthly Uptime Percentage	Credit
99.0% to less than 99.999%	5%
97.0% to less than 99.0%	10%
94.0% to less than 97.0%	25%
90.0% to less than 94.0%	50%
Less than 90.0%	100%

This SLA only covers Provider's direct Customer with the proper use of redundant network drops delivered through Provider's Autonomous System Number (ASN). This SLA does not apply to other third party network or other any unavailability, suspension or termination of a service, or any other included service performance issues: (i) caused by factors outside of Provider's reasonable control, including any force majeure event, network attacks or related problems beyond the demarcation point of the applicable included Service; (ii) that result from any actions or inactions of Customer or any third party; (iii) that result from Customer related requests, processes and procedures, software or other technology and/or third party equipment; or (iv) arising from our suspension or termination of Customer's right to use the applicable service in accordance with the Agreement as defined in the MSTC.

4. FACILITY ACCESS

Physical Access to Provider's facility is restricted only to its employees, authorized vendors and Customer, and is limited by Provider's real-time Authorized Contact List ("ACL") database system. Customer may create and modify Customer's own ACL from the Provider's support system. 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 to access Provider's facility. Customer and all visitors must adhere to Provider's policies at all times while in the Provider premises. Customer and its party must not venture to non-Customer designated areas. Customer will be responsible for Customer's own associates and guests while at the Provider's facility. More information on ACL is available for review or download at <https://gipnetworks.com/ACL.pdf>.

5. CUSTOMER EQUIPMENT REMOVAL POLICY

To ensure security, accuracy and accountability, Customer equipment removal must be accompanied by (i) Customer written request and consent with (ii) the list of such equipment through Provider's support system, and (iii) Provider's acknowledgement. Provider will deny equipment removal requests that are not accompanied by Customer's written request, consent and equipment list.

6. CUSTOMER EQUIPMENT STORAGE POLICY

Customer may utilize Provider's storage facility to hold Customer's servers and networking equipment for incoming or outgoing shipment purposes. Customer must submit a written request via Provider's support system with a complete list of items for approval. Hazardous materials are prohibited at all times. Customer agrees to release Provider from any claim and liability for any Customer's property stored in Provider's facility. Storage fee may apply.

7. DATA CENTER TECHNICAL SUPPORT

This section covers smart hands Data Center Level-1 and Level-2 technical support. This section applies only to colocation services and does not apply to any other services (such as IT services, managed services and other professional or consultation services). All data center technical support requests must be submitted to Provider's support system.

Data Center Level-1 Technical Support (complementary, except as expressly noted below):

1. Basic reboot; when all that is required is to simply turn a device off/on by pressing the power button or unplug and plug its power cable. Power button or cable must be easily accessible and simple to operate.
2. Use of Provider's crash cart while in the facility on a first-come, first-served basis.
3. Rack and mount a new and pre configured up to 5U worth of servers or devices (maximum 35 lbs per item) per day. Rails and factory-supplied accessories are required. Customer's designated cabinet area and space must be easily accessible.
4. Inbound shipping. For a larger or a heavier item that requires dock access, a lift gate may be required to unload the shipment to Provider's ground-level dock. Customer should coordinate each incoming shipping with the shipper and submit the necessary information in the Provider's support system. Once received, Provider will store Customer's incoming shipment for up to 30 days at no cost. After 30 days, a storage fee of \$20.00/week per item or \$15.00 per cubic foot for large items will apply.

Data Center Level-2 Technical Support (billed hourly at 15-minute increments as defined in the Service Order):

1. Advanced reboot where monitoring, troubleshooting, or verification is required.
2. Connecting a pre-configured KVM over IP to Customer's device, placing a CD/DVD onto a drive tray or replacing a hot swappable module. Interface must be easily accessible and simple to operate. KVM over IP rental is available on a first-come, first-served basis and is free of charge for the first 2 hours. A \$30.00/hour rental fee will apply for usage longer than 2 hours billed in 15-minute increments.
3. Hardware and software installs, configuration, replacement, and troubleshooting such as custom PDU setup, CPU and RAM install, OS install, firewall configuration and other support where data entry, verification or monitoring is required.
4. De-rack and unmount a server or a device, space and/or asset organization and custom cabling.
5. Other smart hands technical support requests that are not covered by Level-1 support.
6. Outbound shipping (please refer to section 8. Outbound Shipping Policy).

8. OUTBOUND SHIPPING POLICY

Due to limited storage space, Provider can only keep a few and most common server boxes. If Provider does not have the proper material to safely pack the part or equipment for shipment, Provider will notify Customer and will defer the shipping and handling to Customer or Customer's third party vendor of choice.

Provider will not ship any parts or equipment containing Protected Information (i.e. Protected Health Information or PHI, or other sensitive data) without proper procedure and clearance. Therefore, Customer must notify the Provider if the part or equipment that needs to be shipped contains Protected Information. Customer agrees that in no event shall Provider be liable for any loss or damage to Customer's equipment and/or data before, during and after shipping.

Exhibit B

IT Services

1. ACCEPTABLE USE POLICY (“AUP”)

This IT Services Agreement applies only to all Clients who subscribe to Provider’s IT Services that is commonly known as “Managed Services” which covers the area of Professional IT Staffing, IT as a Service, Security as a Service, Network Management, Desktop as a Service, Backup as a Service, Infrastructure as a Service, Platform as a Service, Cloud Services, Virtual Machines (VM) or Dedicated Server Services.

Client agrees that all services furnished 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. When prohibited content is identified, Client grants Provider the right to: (a) notify Client of such content violation; (b) temporarily place a block, limit or shutdown internet access until the situation is cured; (c) exercise all remedies to remove such content.

2. DEFINITIONS

“Business Hours” means Monday through Friday, 8:00 a.m. to 5:00 p.m., Client’s local time, excluding any federal public holiday.

“After Hours” means any hours outside of the Business Hours.

“Outage” means the total accumulated downtime in minutes where Provider’s hosting infrastructure is inaccessible.

3. SERVICE COMMITMENT

Provider will use commercially reasonable best effort to provide the services subscribed by the Client. To fulfill this commitment, Provider will provide Client with the Support System that will be available to the Client to document all activities, requests and follow ups. All communications will be documented in this Support System to ensure completion, accountability and quality control.

Provider is committed to protect Client’s Protected Information at all times and therefore, Client must notify Provider if Protected Information is or will be present in any of Provider’s scope of work.

4. SERVICE AVAILABILITY

Provider is committed to provide 99.99% uptime for its Infrastructure as a Service that is (i) owned, controlled and managed by Provider; (ii) ordered with redundant modules to automatically failover in case one module becomes unavailable. To calculate Service Availability, Provider will use Monthly Uptime Percentage formula:

$$\text{Monthly Uptime Percentage} = (\text{Maximum Available Minutes} - \text{Outage}) / \text{Maximum Available Minutes} \times 100$$

If Service Availability in an given month is below 99.99%, Client is eligible for a service credit as defined in the following table:

Monthly Uptime Percentage	Credit
99.0% to less than 99.99%	5%
97.0% to less than 99.0%	10%
94.0% to less than 97.0%	25%
90.0% to less than 94.0%	50%
Less than 90.0%	100%

To receive a Service Credit, Customer must submit a claim by opening a case in the Provider support system. To be eligible, the credit request must be received by Provider within fifteen (15) calendar days after which the incident occurred and must include:

1. The words “SLA Credit Request” in the subject line
2. The dates, times and the affected items of each unavailability incident
3. Logs that corroborate the claimed outage

Once the claimed outage has been verified and confirmed by Provider, then Provider will issue the service credit to Client within one billing cycle following the month. Client’s failure to provide the request and other information as required above will disqualify Client from receiving a service credit.

This Service Availability section only covers Client and not Client’s customer or other third party, and does not apply to any unavailability, suspension or termination of a service, or any other included service performance issues: (i) caused by factors outside of Provider’s reasonable control, including any force majeure event or internet access or related problems beyond the demarcation point of the applicable included service; (ii) that result from any actions or inactions of Client or any third party, including failure to acknowledge a recovery volume; (iii) that result from Client related requests, processes and procedures, software or other technology and/or third party equipment, software or other technology (other than third party equipment

within Provider’s direct control); or (iv) arising from Provider’s suspension or termination of Client’s right to use the applicable service in accordance with the Agreement as defined in the MSTC.

5. CLIENT’S RESPONSIBILITY

To ensure quality service, Client is responsible to maintain these following requirement:

1. All software must be legally licensed
2. All hardware and software must be commercial or enterprise grade
3. All hardware and software must be actively supported by the manufacturer
4. Client will have a designated contact and approver for Provider
5. Client will give Provider adequate access to perform the service
6. Client will have an adequate internet connectivity
7. Client will communicate all IT related events/activities (such as changes in personnel, office space, applications, etc) in a timely manner
8. Client will operate in a manner that is consistent with the local, state or federal law
9. Client account must be in good standing

6. ONBOARDING AND TRANSITION PERIOD

Unless otherwise defined in the Service Order, it is the Provider’s goal to complete the Onboarding and Transition Period in thirty (30) days or less after the Commencement Date. Client agrees that SLA will not apply during the Onboarding and Transition Period.

7. SUPPORT ESCALATION PROCEDURE

The following describes Provider’s escalation procedure:

Tier	Team	Description	Procedure
1	Tier 1 Support	Where all support incidents start. The Tier 1 Support team will document and identify the issue. Their focus is to resolve any Tier 1 issues. All communications will be documented in the support system.	<ol style="list-style-type: none"> 1. Support request received 2. Support ticket created in the support system 3. Issue identified 4. If issue can be solved quickly, troubleshoot and close ticket 5. If issue cannot be solved, transfer to Tier 2 Support team
2	Tier 2 Support	Support incidents that are more complex and require deeper troubleshooting will be transferred to the Tier 2 Support team.	<ol style="list-style-type: none"> 6. Issue has been escalated to Tier 2 Support team 7. Troubleshoot issue 8. If issue is solved, communicate to Client and close ticket 9. If issue cannot be solved, transfer to the Engineering Team
3	Engineering	Support incidents that fall under the Engineering team scope of work.	<ol style="list-style-type: none"> 10. Issue has been escalated to the Engineering Team 11. Troubleshoot issue until it is solved 12. Issue is solved, communicate to Client and close ticket

8. AFTER HOURS SUPPORT

Unless otherwise altered in the Service Order, Truck Roll and after hours rate will be applied to support after hours. Truck Roll and After Hours pricing is defined in the Service Order.

9. COLLABORATIVE SUPPORT AND THIRD PARTY VENDOR

Unless otherwise defined and covered in the proposal, Client shall be responsible for all third party costs and service fees In an event that a collaborative support with a third party or local vendor (such as but not limited to local mechanical vendor or electrician, supporting vendor for security, network or printing devices, proprietary appliances, hardware, software and other IT related products) occurred.

10. TRAVEL AND ACCOMMODATION

Client is responsible for all support related travel and accommodation expenses. A 3% administration fee may apply.