



MASTER SERVICE AGREEMENT

This **Master Service Agreement** is entered into by and between [_____] (CUSTOMER), a [state of incorporation][type of company (corporation, limited liability company, etc.)] hereinafter referred to as "CUSTOMER" with an office address of [address], and **Global Data Systems, Inc.**, a Louisiana Corporation referred to and defined throughout this Contract as "GDS," with an office address of 310 Laser Lane, Lafayette, Louisiana, 70507. CUSTOMER and GDS may be referred to individually as "Party" or collectively as "Parties." CUSTOMER and GDS agree that:

WITNESSETH

WHEREAS, GDS rents and sells equipment and products and provides managed and consulting services related to satellite, telephone, data circuit, communication, and network needs;

WHEREAS, CUSTOMER desires to hire GDS to provide certain Services (as defined below) and/or obtain Products from GDS;

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties hereby agree to the terms and conditions as follows:

AGREEMENT

- 1 EXPRESS TERMS: This Contract (as defined below in Section 1.2) contemplates that CUSTOMER may from time to time accept an offer from GDS to perform or provide work or services ("Services") or provide equipment, goods or materials ("Products") on a non-exclusive basis under the terms written hereunder which shall determine the rights of the Parties regardless of contrary terms in any rate schedules or other documents which may relate, directly or indirectly, to GDS's performance under this Contract as hereinafter defined.
 - 1.1 This Contract shall control and govern all Services performed and to be performed and all Products furnished or to be furnished by GDS through CUSTOMER's acceptance of GDS quotations or statements of work (hereinafter collectively or separately referred to as "Proposal"). Such a Proposal, where applicable, will include terms pertaining to quantity, price, time, location, description, commencement, and completion of Services, or specific requirements with respect to Products, personnel, items to be furnished, compensation and other terms.
 - 1.2 The term "Contract" as used herein shall include this Master Service Agreement, all Exhibits attached hereto, any Proposal issued by GDS and accepted by CUSTOMER in accordance with Section 1.5 below, and any instructions or other documents issued by GDS to CUSTOMER ("GDS Document"). In the event of any conflict, the order of precedence shall be: Master Service Agreement, Proposal, and then GDS Document. The Parties may specify in the applicable Proposal that a particular provision of the Proposal is to supersede a provision of this Agreement, in which case the superseding Proposal provisions shall be applicable only to such Proposal and shall be effective for such Proposal only if such provision expressly references the applicable Section of this Agreement that is to be modified and clearly states that such provision supersedes the conflicting or inconsistent provision in this Agreement.
 - 1.3 The provisions set forth in this Contract shall constitute the complete and exclusive statement of the terms of the agreement between GDS and CUSTOMER with respect to the subject matter of this Contract. Any additional or different terms proposed by CUSTOMER in any purchase order, memorandum, writing, order, acknowledgement, or other document are hereby deemed to be material alterations to this Contract, and GDS hereby gives notice of objection to such proposed terms, which terms shall be void and of no effect.
 - 1.4 CUSTOMER shall be bound by and deemed to have accepted all terms and conditions of the Proposal (1) as of the time CUSTOMER signs the Proposal, or (2) providing a purchase order, service order, or similar order whether oral, written or electronic. In the event CUSTOMER wishes to request an expansion in the scope of the Services or otherwise alter a Proposal, then CUSTOMER shall present its request for such alterations of its network to GDS for scoping. GDS will prepare a project change request ("PCR") signed by both Parties authorizing a change in the scope of the Services. No alterations will be permitted under this Agreement without a signed PCR.

- 1.5 Additional Definitions: Any capitalized term which is defined in this Contract shall have the same meaning when used in any Proposal, unless the language or context requires otherwise. Proposal-specific definitions, if any, shall be included in the applicable Proposal, and shall apply only with respect to such Proposal.
- 1.5.1 The term "Acceptance Date" as used throughout this Contract, is five days after the delivery of Products or Services unless Customer has rejected the Products or Services in a reasonably detailed written notice, or as otherwise identified in the applicable Proposal.
 - 1.5.2 The term "AFFILIATE" as used throughout this Contract, means an entity which controls, or is controlled by, or which is controlled by an entity which controls, a party hereto. The term "CONTROL," as used in this definition, means the ownership directly or indirectly of more than 50 percent of the voting rights in an entity.
 - 1.5.3 The term "CUSTOMER GROUP" as used throughout this Contract, means CUSTOMER, its affiliates, successors, assigns, and its and their partners, joint ventures and joint owners, and each of its and their contractors, subcontractors, other contractors and invitees, all their respective directors, officers, agents, servants, employees, and insurers (But only to the extent such insurers provide insurance coverage for the liabilities of any of the foregoing).
 - 1.5.4 The term "Confidential Information" as used throughout this Contract, means any information furnished by Discloser to Recipient during the term of this Contract, including, without limitation, pricing, methods, processes, financial data, lists, statistics, software, systems or equipment, programs, research, development, strategic plans, operating data, or related information of each of the parties and/or its or their customers and suppliers, concerning past, present, or future business activities of said entities. This Contract is the Confidential Information of GDS. All other Confidential Information must be clearly designated as "Confidential." Information provided orally will be considered confidential only if a written memorandum of such information clearly designated as marked "Confidential" is delivered to Recipient within thirty (30) days of the Disclosure. As to any particular Confidential Information, "Discloser" means the Party disclosing the Confidential Information and the "Recipient" means the Party receiving the Confidential Information.
 - 1.5.5 The term "Content" as used throughout this Contract, means information, software, Customer Data and other data including, without limitation, HTML files, scripts, programs, recordings, sound, music, graphics, and images that Customer or any of its Users create, install, upload or transfer in or through the Hosting Environment.
 - 1.5.6 The term "Customer Components" as used throughout this Contract, means the hardware, software, other products, and other Content including, without limitation, those specified in a Proposal as being provided by Customer.
 - 1.5.7 The term "Customer Data" as used throughout this Contract, means all data and information about Customer's business(es), customers, employees, operations, facilities, products, markets, assets or finances that GDS obtains, creates, generates, collects or processes in connection with its performance of Services and is stored in any Hosting Environment.
 - 1.5.8 The term "Disclosure" as used throughout this Contract, means the release, publication, or dissemination of Confidential Information by a Party and excludes the release, publication, or dissemination of Confidential Information by a third party.
 - 1.5.9 The term "Equipment" as used throughout this Contract, means a tangible item sold by GDS to Customer that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of the Proposal. Equipment is not intended for sale, and does not lose its identity or become a component part of another Section when put into use. Equipment does not include material, real property, special test equipment or special tooling.
 - 1.5.10 The term "GDS GROUP" as used throughout this Contract, means GDS, its affiliates, successors, assigns, and its and their partners, joint ventures and joint owners, and each of its and their contractors and subcontractors and invitees (other than any member of CUSTOMER GROUP), and all their respective directors, officers, consultants, agents, servants, employees, and insurers (But only to the extent such insurers provide insurance coverage for the liabilities of any of the foregoing).
 - 1.5.11 The term "Hosting Environment" as used throughout this Contract, means GDS's application hosting environment for the delivery of Services, consisting of, but not limited to, network, storage and server devices, software programs, applications network management devices, and other items specified in any Proposal
 - 1.5.12 The term, "Network Services" as used throughout this Contract, means any Services offered by GDS which may include the following: access to the Internet, data and voice transmission, and any other

communications service furnished by GDS by means of a communications network or as may be more particularly defined in a Proposal.

1.5.13 The term "Required Consents" as used throughout this Contract, means any consents, licenses, or approvals required to give GDS, or any person or entity acting for GDS under this Agreement, the right or license to access, use and/or modify in electronic form and in other forms, including, without limitation, derivative works, the Customer Components and Content, without infringing the ownership or intellectual property rights of the providers, GDS, or owners of such Customer Components and Content.

1.5.14 The term "U.S. Government" as used throughout this Contract means, any entity of the legislative or judicial branch, any executive agency, military department, government corporation, or independent establishment, the U.S. Postal Service, or any non-appropriated-fund instrumentality of the Armed Forces in the United States.

1.5.15 The term "User" or "Users" as used throughout this Contract, means any entity or individual that receives or uses the Services, or the results or products of the Services, through Customer.

2 CONDITIONS FOR SERVICES AND PRODUCTS:

2.1 GDS may, at its sole discretion, add, delete, or modify the portfolio of Services made available to CUSTOMER under the Contract.

3 SOFTWARE LICENSE:

3.1 If applicable, upon installation of Services or Products, GDS grants to CUSTOMER a fully paid, non-exclusive, non-sub-licensable and non-transferable license and/or sublicense to use the software provided with the Services or Products, including any third-party software (the "Software"), for as long as CUSTOMER is entitled to use the Services or Products. CUSTOMER may use the Software only in machine-readable, object code form and not for resale. Third party software may be subject to additional terms and conditions described in the applicable third-party software user documentation, and, to the extent that those terms conflict with the terms of this Contract, the third-party terms will control. CUSTOMER may use the Software only for internal business purposes and only in connection with the Services or Products. CUSTOMER may not assign, transfer, pledge, rent, share, copy or sublicense any of the Software. CUSTOMER represents and warrants that CUSTOMER will not reverse engineer, decompile, or otherwise attempt to discover the source code of the Software.

3.1.1 CUSTOMER may incur additional fee for additional months of licensing if GDS is required to purchase equipment license(s) beyond the contract end date.

3.2 If the CUSTOMER using the Services, Products, or Software is the U.S. Government, the following restrictions apply:

3.2.1 The Software provided is software developed at private expense and is not in the public domain.

3.2.2 The Software is provided to non-Department of Defense government agencies with RESTRICTED RIGHTS and its supporting documentation is provided with LIMITED RIGHTS. Use, duplication, or disclosure by the Government is subject to the restrictions as set forth in subparagraph "C" of the Commercial Computer Software - Restricted Rights clause at FAR 52.227-19.

3.2.3 In the event the Software is provided to a Department of Defense government agency, the Government's rights in the Software, supporting documentation, and technical data are governed by the restrictions in the Technical Data Commercial Items clauses at DFARS 252.227-7015 and DFARS 227.7202.

4 INTELLECTUAL PROPERTY: Other than as specifically set forth in Section 3 above, no licenses or any rights of any kind under any patent, copyright and rights to create derivative works, trademark, trade secret, service mark, mask works, or other form of intellectual property (collectively "Intellectual Property Rights") are granted by either Party or are to be implied by this Contract or arisen by estoppel.

5 WARRANTIES: EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, GDS MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND WITH REGARDS TO THE SERVICES, PRODUCTS, AND GDS FACILITIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM THE USAGE OF TRADE OR COURSE OF PERFORMANCE. NO EMPLOYEE, AGENT OR REPRESENTATIVE OF GDS IS AUTHORIZED TO MAKE ANY ADDITIONAL OR OTHER REPRESENTATIONS OR WARRANTIES ON BEHALF OF GDS. CUSTOMER IS NOT RELYING ON ANY OTHER REPRESENTATIONS OR WARRANTIES. IN ADDITION, CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE INTERNET IS NOT A SECURE MEDIUM, MAY BE INHERENTLY UNRELIABLE AND SUBJECT TO INTERRUPTION OR DISRUPTION AND MAY BE SUBJECT TO INADVERTENT OR DELIBERATE BREACHES OF SECURITY, FOR WHICH GDS CANNOT BE HELD LIABLE..

6 INDEMNITY AND LIMITATION OF LIABILITY:

- 6.1 CUSTOMER'S INSURANCE OBLIGATIONS AND INDEMNITY OBLIGATIONS UNDER THIS CONTRACT ARE SEPARATE AND DIVISIBLE AND NOT DEPENDENT ON OR MODIFIED BY THE OTHER.
- 6.2 EXCEPT FOR OUTAGE CREDITS AS SET FORTH IN SECTION 6, TO THE GREATEST EXTENT PERMITTED BY LAW, NEITHER PARTY NOR ANY OF SUCH PARTY'S SUPPLIERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, INSURERS, SUBSIDIARIES, AND AFFILIATED (INCLUDING PARENT) COMPANIES, AND THEIR EMPLOYEES, REPRESENTATIVES, OFFICERS AND DIRECTORS, WILL BE LIABLE TO THE OTHER PARTY FOR CLAIMS BROUGHT ON ANY BASIS WHATSOEVER OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFIT, LOSS ARISING FROM OR ATTRIBUTABLE TO FAILURE TO REALIZE ANTICIPATED SAVINGS, OR LOSS OF PRODUCTION, LOSS OR DAMAGED EQUIPMENT OR DATA, OR LOSS OF BUSINESS OPPORTUNITY OR INTERRUPTION) FOR ANY REASON WHATSOEVER AND HOWSOEVER ARISING, INCLUDING SUCH PARTY'S LIABILITY IN CONTRACT, TORT OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR NEGLIGENCE, HOWSOEVER ARISING OUT OF OR IN CONNECTION THIS CONTRACT. THIS SECTION SHALL APPLY EVEN IF (A) A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (B) DIRECT DAMAGES DO NOT SATISFY A REMEDY, OR (C) A LIMITED REMEDY SET FORTH IN THIS CONTRACT OR IN A PROPOSAL FAILS ITS ESSENTIAL PURPOSE.
- 6.3 EXCEPT FOR ANY INDEMNITY OBLIGATIONS OR A BREACH THEREOF, THE TOTAL, AGGREGATE LIABILITY OF GDS TO CUSTOMER FOR ANY AND ALL CLAIMS WHATSOEVER RELATED TO THE SERVICES AND/OR PRODUCTS OR THIS CONTRACT FOR DAMAGES TO CUSTOMER (OR ANY AFFILIATE OF CUSTOMER) FOR ANY CLAIMS WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), OR OTHERWISE, HOWSOEVER ARISING, SHALL BE LIMITED TO DAMAGES ACTUALLY PROVEN AS DIRECTLY ATTRIBUTABLE TO GDS NOT TO EXCEED AN AMOUNT EQUAL TO THE LAST THREE (3) MONTHS OF PAYMENTS MADE BY CUSTOMER TO GDS FOR THE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM UNDER THIS CONTRACT PRECEDING THE DATE OF ANY CLAIM MADE AGAINST GDS.
- 6.4 A PARTY (THE "INDEMNITOR") WILL PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER PARTY (THE "INDEMNITEE") FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTIONS, LOSSES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), AND DAMAGES OF ANY NATURE OR KIND INCURRED OR SUSTAINED BY ANY MEMBER OF INDEMNITOR, OR THE AGENTS, EMPLOYEES, REPRESENTATIVES (INCLUDING THE SPOUSES OR RELATIVES OF ANY SUCH AGENTS, EMPLOYEES OR REPRESENTATIVES) OF INDEMNITOR, DUE TO PERSONAL INJURY OR DEATH, OR DAMAGE, LOSS, OR DESTRUCTION OF PROPERTY (EXCLUDING ANY PRODUCTS RENTED OR SOLD TO CUSTOMER BY GDS), WHETHER IN TORT, IN CONTRACT, OR OTHERWISE, ARISING OUT OF THE PROVISION OF SERVICES UNDER THIS CONTRACT, INCLUDING INGRESS, EGRESS, LOADING AND UNLOADING OF CARGO OR PERSONNEL, EVEN IF CAUSED BY THE SOLE, JOINT, OR CONCURRENT NEGLIGENCE, FAULT, OMISSIONS, STRICT LIABILITY, DEFECT IN PREMISES (PRE-EXISTING OR OTHERWISE) ATTRIBUTABLE TO INDEMNITEE. THE FOREGOING INDEMNITY WILL NOT APPLY TO CLAIMS BASED ON PERSONAL INJURY OR DEATH, OR DAMAGE, LOSS OR DESTRUCTION OF PROPERTY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF INDEMNITEE.
- 6.5 EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION, GDS AND CUSTOMER WILL PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS EACH OTHER FROM ALL THIRD-PARTY CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, AND EXPENSES (INCLUDING ATTORNEYS' FEES) OF EVERY TYPE AND CHARACTER INCLUDING WITHOUT LIMITATION CLAIMS FOR PERSONAL INJURY, DEATH OR LOSS OF OR DAMAGE TO PROPERTY, INCLUDING DAMAGE TO THE ENVIRONMENT, DIRECTLY RESULTING FROM THE INDEMNITOR'S NEGLIGENCE OR WILLFUL MISCONDUCT. WHERE SUCH THIRD PARTY'S PERSONAL INJURY, DEATH OR LOSS OF OR DAMAGE TO PROPERTY RESULTS FROM THE JOINT NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTIES, THE INDEMNITOR'S DUTY OF INDEMNIFICATION WILL BE IN PROPORTION TO ITS ALLOCABLE SHARE OF JOINT NEGLIGENCE OR WILLFUL MISCONDUCT. IF EITHER PARTY IS HELD STRICTLY LIABLE UNDER ANY APPLICABLE LAW, THE OTHER PARTY'S DUTY OF INDEMNIFICATION WILL BE IN THE SAME PROPORTION THAT ITS NEGLIGENCE OR WILLFUL MISCONDUCT CONTRIBUTED TO THE THIRD PARTY'S PERSONAL INJURY, DEATH OR LOSS OF OR DAMAGE TO PROPERTY. FOR THE AVOIDANCE OF DOUBT, WHERE GDS IS THE INDEMNITOR, THE INDEMNITEE IS CUSTOMER GROUP, AND WHERE CUSTOMER IS THE INDEMNITOR, THE INDEMNITEE IS GDS GROUP.
- 6.6 CUSTOMER AGREES TO INDEMNIFY AND DEFEND AND HOLD HARMLESS GDS AND ITS AFFILIATES, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, ASSIGNS, AND SUPPLIERS FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, ACTIONS, LOSSES, DAMAGES (INCLUDING DAMAGE TO PROPERTY AND PERSONAL INJURY), AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING OUT OF OR RELATING TO:
- 6.6.1 CUSTOMER'S USE OR MISUSE OF THE SERVICES AND/OR PRODUCTS,
 - 6.6.2 CUSTOMER'S BREACH OF THESE TERMS AND CONDITIONS, EXCEPT TO THE EXTENT SUCH CLAIMS ARE BASED UPON THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF GDS,
 - 6.6.3 ANY CLAIMS OR ACTIONS FOR LIBEL, DEFAMATION, SLANDER, INVASION OF PRIVACY, PATENT, COPYRIGHT OR TRADEMARK INFRINGEMENT, OR THE VIOLATION OF ANY THIRD-PARTY

INTELLECTUAL PROPERTY RIGHTS, ARISING IN CONNECTION WITH THE USE OR MISUSE OF THE SERVICES AND/OR PRODUCTS, AND/OR

- 6.6.4 **ANY CLAIM OR ACTION FOR PATENT INFRINGEMENT RESULTING FROM CUSTOMER'S USE (OR USE BY ANY OF ITS AFFILIATES, OR USE OF BY ANY OF ITS AFFILIATES, AGENTS, SUBCONTRACTORS, EMPLOYEES, ASSIGNS OR OTHERWISE) OF THE SERVICES AND/OR PRODUCTS IN COMBINATION WITH THE EQUIPMENT, HARDWARE, SOFTWARE, SYSTEMS, CABLING, FACILITIES, OR SERVICES NOT PROVIDED HEREUNDER BY GDS.**
- 6.7 **NOTWITHSTANDING ANY OTHER PROVISION IN THIS SECTION OR IN ANY OTHER PROVISION IN THIS CONTRACT, UNDER NO CIRCUMSTANCES WILL AN INDEMNITOR BE LIABLE OR RESPONSIBLE FOR THE CRIMINAL CONDUCT, INTENTIONAL CONDUCT, WILLFUL MISCONDUCT, GROSS NEGLIGENCE OR ANY CONDUCT OR ACT OR OMISSION WHICH MAY RESULT IN OR BE THE BASIS FOR PUNITIVE OR EXEMPLARY DAMAGES OF AN INDEMNITEE WITH RESPECT TO THE INDEMNITY OBLIGATIONS IN THIS CONTRACT.**
- 6.8 **THE TERMS IN THIS SECTION 10 SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IF APPLICABLE LAW PRECLUDES A PARTY FROM EXCLUDING LIABILITY FOR CERTAIN TYPES OF DAMAGES FOR CERTAIN ACTS OR OMISSIONS OR CAPPING ITS LIABILITY FOR CERTAIN ACTS OR OMISSIONS, THEN THE TERMS IN THIS SECTION 10 SHALL APPLY TO NOT LIMIT LIABILITY FOR SUCH ACTS AND OMISSIONS, BUT WILL APPLY FOR ALL OTHER ACTS AND OMISSIONS.**
- 6.9 **TO THE EXTENT TEXAS LAW GOVERNS ANY PARTICULAR WORK ORDER UNDER THIS CONTRACT, CUSTOMER AND GDS AGREE THAT THEIR RESPECTIVE MUTUAL INDEMNITY AND RELEASE OBLIGATIONS CONTAINED IN THIS CONTRACT WILL BE SUPPORTED BY INSURANCE OR SELF-INSURANCE IN AMOUNTS OF NOT LESS THAN THE AMOUNTS REQUIRED OF CUSTOMER UNDER SECTION 11.**
- 6.10 **EACH PARTY ACKNOWLEDGES THAT THE FOREGOING DAMAGES EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 10 REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS CONTRACT AND ACKNOWLEDGES THAT THE OTHER PARTY WOULD NOT HAVE ENTERED INTO THIS CONTRACT ABSENT SUCH EXCLUSIONS AND LIMITATIONS OF LIABILITY OR THAT THE PRICES PAID BY CUSTOMER FOR THE SERVICES WOULD HAVE BEEN HIGHER.**
- 7 INSURANCE: Without prejudice to or otherwise diminishing the CUSTOMER's duties under the this Contract, the CUSTOMER, at its sole cost and expense, shall procure and, throughout the term of this Contract, shall maintain in full force and effect insurance policies and insurance coverage, including but not limited to Cyber Liability insurance, for the benefit of and to protect GDS GROUP covering at a minimum the CUSTOMER's liabilities and other obligations under this Contract.
- 8 USE OF SERVICES AND PRODUCTS:
- 8.1 CUSTOMER will use the Services and Products only in accordance with all applicable U.S. and foreign rules, laws, and regulations.
- 8.2 CUSTOMER will be liable for all use or misuse of the Services and Products hereunder, irrespective of whether such use or misuse was authorized, fraudulent or otherwise.
- 8.3 CUSTOMER will not resell or rent the Services or any rental Products.
- 8.4 CUSTOMER will not use Services or Products in an abusive or fraudulent manner, including, but not limited to the following: (i) accessing or attempting to access Services or Products by using an unauthorized device or by tampering with or altering Products; (ii) obtaining or attempting to obtain permission to use Services or Products by providing false or misleading information; (iii) obtaining Services or Products without having the intent to pay charges incurred; (iv) intentionally interfering with or causing disruption in the provision of Services or Products to other CUSTOMERS; (v) using Services or Products to further criminal activity; (vi) using Services or Products to make obscene or illegal communications, to impersonate another person with fraudulent or malicious intent, or to call another person so frequently or at such times of day or in any other manner with the intended effect of annoying, threatening, or harassing such other persons; or (vii) using Services or Products in a manner that interferes unreasonably with the use of or Products by one or more other GDS's customers.
- 9 PAYMENT TERMS:
- 9.1 Payment terms for certain Services and Products are further identified in specific service and product terms and conditions.
- 9.2 Unless otherwise identified in Exhibit B, agreed to in writing by the parties, or stated in a Proposal, GDS will invoice the CUSTOMER for Services rendered upon completion. Where completion extends beyond a calendar month, CUSTOMER will be progressively billed for Services completed through month-end and CUSTOMER will pay, monthly in arrears for all Services provided by GDS, including all applicable fees, federal, state, provincial, local, and other taxes as required by law.

- 9.3 Except as may otherwise be stated in the applicable SOW, CUSTOMER agrees to reimburse GDS all reasonable and customary out-of-pocket expenses, including, but not limited to, airfare, rental car, mileage, tolls, and lodging expenses, incurred by GDS in connection with the performance of services. Meal expenses shall be billed at GDS's then-current per-diem amount. Reimbursable expenses shall be invoiced monthly.
- 9.4 Unless otherwise identified in Exhibit B, agreed in writing by the parties, or stated in a Proposal, invoices shall be due and payable Net thirty (30) days from GDS's date of invoice.
- 9.5 Amounts not paid pursuant to 14.3 will be subject to an interest charge of the lesser of, (i) one and one-half percent (1.5%) per month, or (ii) the highest rate permitted by law.
- 9.6 CUSTOMER will pay for any and all collection or litigation expenses, including reasonable legal fees, incurred by GDS in collecting any late payments or late payment fees under this Contract.
- 9.7 If CUSTOMER is entitled to an exemption from any taxes or fees for a particular Service or Product, CUSTOMER is responsible for presenting GDS with a valid exemption certificate (in a form reasonably acceptable to GDS). GDS will give effect to any such exemption certificate on a prospective basis from and after GDS' receipt of such exemption certificate.
- 9.8 All charges will be in accordance with the applicable Proposal provided to CUSTOMER for the applicable Services and Products. Upon expiration of the term of the Services and Products (as stated in a Proposal), or upon changes in 3rd party costs, GDS reserves the right to revise such charges upon notice to CUSTOMER.
- 9.9 CUSTOMER must pay all undisputed amounts when in accordance with this Section 14. If any portion of an amount due is in dispute, CUSTOMER must notify GDS within thirty (30) days of the invoice date ("Disputed Amount") and include in such notice the specific details and reasons for disputing each item. For the avoidance of doubt, claims of unauthorized use, fraudulent use, or any other misuse will not constitute a valid basis for dispute of an invoice. If the Disputed Amount is resolved in favor of GDS, CUSTOMER must pay the Disputed Amount with appropriate late charges, if applicable, upon final determination of such dispute. GDS will issue credits to CUSTOMER upon resolution of any Disputed Amounts in favor of CUSTOMER. An invoice is deemed to be accepted if no written notice of a dispute is provided within thirty (30) days of the invoice date.

10 TERMINATION AND RENEWAL:

- 10.1 Term. This Contract shall commence on the Effective Date and remain in effect until terminated by either party as provided in this Section 15.
- 10.2 Termination of Service or Product Rental
 - 10.2.1 The occurrence or happening of any one or more of the following events will constitute an Event of Default if not remedied within ten (10) days after notice from GDS:
 - 10.2.1.1 use of the Services and/or Products in any manner or for any purpose contrary to law;
 - 10.2.1.2 abuse or fraudulent use of the Services and/or Products;
 - 10.2.1.3 failure to make any payments when due;
 - 10.2.1.4 breach or violation of the terms in this Contract by the CUSTOMER; or
 - 10.2.2 In an Event of Default, GDS may, at GDS's' sole option and without limiting any other rights and remedies it may have, suspend or terminate the Services and/or Products without notice. GDS will bill CUSTOMER and CUSTOMER will pay GDS, in accordance with Section 13, for all outstanding charges accrued up to and outstanding on the date of such termination. In all such cases, GDS will incur no liability whatsoever. CUSTOMER will be liable for all costs and expenses incurred by GDS due to default by CUSTOMER, including but not limited to legal costs.
 - 10.2.3 GDS may terminate this Contract and all Proposals upon written notice if the Customer ceases conducting business in the normal course, admits its insolvency, makes an assignment for the benefit of creditors, or becomes the subject of any judicial or administrative proceedings in bankruptcy, receivership or reorganization. Termination shall be effective upon receipt of the written notice.
 - 10.2.4 **IN THE EVENT THAT GDS TERMINATES THIS CONTRACT AND THE SERVICES AND/OR PRODUCTS FOR A FAILURE TO PAY, ANY OTHER BREACH, OR DEFAULT, CUSTOMER AGREES TO PAY GDS IMMEDIATELY A TERMINATION FEE, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, EQUAL TO THE NUMBER OF MONTHS REMAINING IN THE TERM TIMES THE AVERAGE MONTHLY CHARGE PRIOR TO TERMINATION. CUSTOMER ACKNOWLEDGES THAT THE PRECISE AMOUNT OF GDS'S DAMAGES WOULD BE EXTREMELY DIFFICULT TO CALCULATE AND THAT SUCH PAYMENT REPRESENTS A REASONABLE ESTIMATE OF GDS'S ACTUAL DAMAGES.**

10.2.5 GDS may, with no liability whatsoever, suspend or terminate Services and/or Products to CUSTOMER if lawfully ordered to cease operation of such Services and/or Products by the Federal Communications Commission, a state or federal court of law, or any other lawful federal, state, or local governmental authority. If at any time during the term of any Service or Products any equipment, facilities, or property used by GDS to provide Services to CUSTOMER are taken for a public or quasi-public purpose by a lawful power or authority under the exercise of right of condemnation or eminent domain, GDS will have the right, upon written notice to CUSTOMER, to terminate Services and/or Products affected by the taking.

10.2.6 EARLY TERMINATION: Unless otherwise stated on the Proposal, the minimum term of Service and rental of any Equipment is twelve (12) months from the Acceptance Date. CUSTOMER may terminate a Services or rental Proposal at any time, upon thirty (30) day notice to GDS. **IN THE EVENT OF EARLY TERMINATION, CUSTOMER WILL PAY TO GDS IMMEDIATELY AN EARLY TERMINATION FEE, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AN AMOUNT EQUAL TO THE NUMBER OF THE REMAINING MONTHS IN THE TERM MULTIPLIED BY THE MONTHLY FEE FOR THE SERVICES AND RENTAL EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT THE PRECISE AMOUNT OF GDS'S DAMAGES WOULD BE EXTREMELY DIFFICULT TO CALCULATE AND THAT SUCH PAYMENT REPRESENTS A REASONABLE ESTIMATE OF GDS'S ACTUAL DAMAGES.**

10.2.7 CANCELLATION PRIOR TO SERVICE ACTIVATION OR PRODUCT RENTAL: CUSTOMER may, at any time, up until ninety (90) days before the Due Date (as defined in Section 2.2.1) cancel the requested Services or Products by providing notice to GDS in writing. If CUSTOMER does so cancel, CUSTOMER shall reimburse GDS for all out-of-pocket expenses incurred by GDS (including any penalties imposed on GDS by its suppliers) at cost plus fifteen percent (15%).

10.2.8 CANCELLATION; SUSPENSION OF SERVICES OR PRODUCT RENTAL: CUSTOMER is responsible for notifying GDS, in writing, of any requirement to permanently deactivate or suspend Network Services. Permanent deactivation or suspension of Services or Product rentals will be effective only after GDS's receipt and written acknowledgement of CUSTOMER's written request. CUSTOMER may send such request to the address in Section 18 or email to support-request@getgds.com. GDS will use reasonable endeavors to respond to CUSTOMER's written request within five (5) business days. CUSTOMER is hereby notified that GDS will only process requests received from an authorized representative of the account holder/registered holder of the Equipment. If applicable, CUSTOMER may be liable to pay an early termination fee if Services or Product Rentals are terminated prior to the contracted term of such Services or Product Rentals. Furthermore, CUSTOMER will continue to be liable for payment of Services or Product Rentals during any period of suspension, unless otherwise agreed in writing GDS.

10.3 FOR CONVENIENCE: GDS reserves the right to terminate this Contract, or any Proposal issued pursuant to this Contract, upon notice for any reason and at any time by giving CUSTOMER written notice.

10.3.1 Upon notification of termination for GDS's convenience, CUSTOMER shall protect all property in its possession in which GDS has an interest until GDS retrieves such property in a reasonable timeframe or waives such interest.

10.3.2 Any Proposal for Services or Products may be canceled upon notice by GDS at any time without further obligation prior to the commencement of the Services or the provision of the Products, as the case may be.

10.4 Termination by GDS for convenience (Section 14.2) or for default (Section 14.3) shall not prejudice any claim for damages or nonperformance GDS would otherwise have against CUSTOMER. The rights and remedies of GDS set forth in this Contract are cumulative and not exclusive and are in addition to all other rights and remedies of GDS at law or in equity.

10.5 Service and Product Rental agreements will automatically renew and the term shall be extended for an additional period equal to the initial term, upon the same terms and conditions contained herein except that Service and Product Rental rates shall be at the then current rates established by GDS, unless either Party provides written notice, either to renegotiate the terms or to terminate the Service or Product Rental no less than sixty (60) days prior to the expiration of the initial term.

11 INDEPENDENT CONTRACTOR:

11.1 This Contract does not create any partnership, joint venture, agency, or employee/employer relationship of any kind between GDS and CUSTOMER. GDS is an independent contractor with respect to performance under this Contract; all persons employed by each party are, and will remain, the employees and agents of that party and are not, and will not become, the employees or agents of the other Party. It is expressly understood that neither Party's employees may participate in or receive any benefits from the other Party's employee benefit plans.

11.2 Solely for the purposes of the Louisiana Worker's Compensation Act and in order to comply with Louisiana Revised Statute 23:1061 where said Act and provisions may be applicable to the operations of GDS, CUSTOMER and GDS acknowledge and agree that the Network Services under this Contract and any Proposal are an essential part of

CUSTOMER's trade, business, or occupation and are an integral part of or essential to the ability of CUSTOMER to generate goods, products, or services and, therefore, CUSTOMER will be considered the statutory employer of the direct, borrowed, special, or statutory employees of GDS and any contractor and subcontractor of GDS.

12 CONFIDENTIALITY:

- 12.1 Restrictions on Use; Non-Disclosure. Recipient agrees that it will use the same care and discretion to avoid Disclosure of any Confidential Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate (but in no event less than a reasonable degree of care). Except as otherwise expressly permitted in writing by an authorized representative of Discloser, Recipient agrees that it will not: (a) use the Confidential Information of Discloser for any purpose other than the purpose for which Discloser disclosed the information; or (b) disclose or reveal Confidential Information of Discloser to any person or entity other than its employees, directors, officers, agents and consultants who (i) have a need to know to further the purpose of this Contract; and (ii) are subject to legally binding obligations of confidentiality no less restrictive than those contained in this Contract.
- 12.2 Exceptions. The obligations set forth in Section 17.1 shall not apply to Confidential Information that: (a) before the time of its Disclosure was already in the lawful possession of the Recipient; or (b) at the time of its Disclosure to Recipient is available to the general public or after Disclosure to Recipient by Discloser becomes available to the general public through no wrongful act of the Recipient; or (c) Recipient demonstrates to have been lawfully and independently developed by Recipient without the use of or reliance upon any Confidential Information of the Discloser and without any breach of this Contract.
- 12.3 Disclosures Required by Law. If Recipient becomes legally compelled (by deposition, interrogatory, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, then Recipient shall notify Discloser of the requirement promptly in writing so that Discloser may seek a protective order or other appropriate remedy. If a protective order or other remedy is not obtained, or if Discloser waives in writing compliance with the terms hereof, then Recipient shall furnish only that portion of the information which Recipient is advised by written opinion of counsel is legally required and to exercise reasonable efforts to obtain confidential treatment of such information.
- 12.4 Disposal of Confidential Information. Upon termination of this Contract or upon Discloser's request at any time, Recipient agrees to promptly return to Discloser all copies of Confidential Information. If return is impossible as to any portion of the Confidential Information, then Recipient shall certify to Discloser promptly that all such Confidential Information of Discloser, including all copies thereof, has been totally and permanently destroyed. GDS will return to the Customer, all Customer Data in its possession at the date of termination in its then-existing format and on its Customer-supplied media, however, GDS may keep a copy in accordance with its record retention policy. Any conversion of format or media performed by GDS in order to discharge its obligations under this Section shall be at Customer's expense.
- 12.5 Remedies. The Parties acknowledge and agree that a breach of this Section 17 by either Party will cause continuing and irreparable injury to the other's business as a direct result of any such violation, for which the remedies at law will be inadequate, and that Discloser shall therefore be entitled, in the event of any actual or threatened violation of this Contract by Recipient, and in addition to any other remedies available to it, to seek to obtain a temporary restraining order and to injunctive relief against the other Party to prevent any violations thereof, and to any other appropriate equitable relief.
- 12.6 Duration. The obligations set forth in this Section 17 shall apply during the term of this Contract and for a period of one (1) year thereafter.
- 12.7 Each party will comply fully with all applicable privacy and data protection laws and regulations and will provide such assistance to the other party as is reasonably necessary to assist the other party in complying with such laws and regulations. CUSTOMER will indemnify GDS against claims by third parties resulting from breach or inadequate observance by CUSTOMER of the provisions of this Section.
- 12.8 Customer shall encrypt at the application level Confidential Information, Customer Data, and all data that is considered sensitive data or that must be treated as confidential under state or federal law or under Customer's contractual obligations to others. This includes, but is not limited to, Social Security Numbers, financial account numbers, driver's license numbers, state identification numbers, Protected Health Information (as that term is defined in Title II, Subtitle F of the Health Insurance Portability and Accountability Act, as amended (HIPAA) and regulations promulgated there under) and Nonpublic Personal Information (as that term is defined in Financial Services Modernization Act of 1999 (Gramm-Leach-Bliley) and regulations promulgated there under).

13 FORCE MAJEURE:

- 13.1 Except for Customer payment obligations, neither Party will be liable for any failure of performance hereunder due to causes beyond its reasonable control ("Force Majeure"), including without limitation, acts of God, strikes, lockouts or other labor disputes, acts of public enemy, governmental orders, preemption of existing services to restore service in compliance with Part 64, Subpart D, of the Federal Communications Commission's Rules and Regulations, wars, riots, terrorist activities, epidemics, unusually severe weather, earthquakes, fires, floods, civil disturbances, pandemics,

cyberwarfare, cyberterrorism or hacking, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, explosions, train derailments, failure of or accidents to machinery, pipeline, or materials, and delay in delivery of Equipment, to the extent all such occurrences are beyond the reasonable control of GDS or CUSTOMER, delay in performance by contractors or subcontractors to the extent such delay is beyond GDS's reasonable control, and other delays incurred for reasons beyond GDS's reasonable control, which, by the exercise of reasonable diligence, they are unable to prevent or avoid. The effected Party's obligation to perform will be suspended for the duration of a period of Force Majeure and will resume as soon as reasonably possible, upon the cessation of the event of Force Majeure.

- 14 NOTICES: CUSTOMER agrees that GDS may deliver to CUSTOMER any Proposal for Services and/or Products by hand delivery, by the U.S. mail, or by email, fax or any other electronic method. All other notices, requests, demands and other communications hereunder will be effective upon delivery. Such notices will be in writing and will be sent by email, facsimile or nationally recognized overnight courier or delivered in person. GDS may, at any time, amend the below addresses for notices upon written notice to CUSTOMER.

Global Data Systems, Inc.
310 Laser Lane
Lafayette, Louisiana, 70507
ATTN: Legal
Email: legal@getgds.com

- 15 ASSIGNMENT: GDS may, without the consent of CUSTOMER, (a) assign its right to receive payment hereunder to a third party, or (b) assign its rights and obligations hereunder to a corporation, partnership, or other business enterprise in which GDS has directly or indirectly, an ownership interest, or (c) assign its rights to a successor in the event of a merger, acquisition, or consolidation, or to a purchase of all (or substantially all) of GDS's assets. This Contract will inure to the benefit of and will be binding on CUSTOMER's and GDS's respective successors and permitted assigns.

- 16 WAIVER OF COMPLIANCE: The waiver or the failure of a Party to enforce any of the provisions of this Contract or to exercise any right or privilege hereunder, will not be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any provisions, rights or privileges hereunder.

- 17 GOVERNING LAW / RULES & REGULATIONS:

17.1 THESE TERMS AND CONDITIONS OF THIS CONTRACT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE GENERAL MARITIME LAW OF THE UNITED STATES, EXCLUDING ANY CHOICE OF LAW RULE THEREOF THAT WOULD DIRECT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. IN THE EVENT THAT THE GENERAL MARITIME LAW OF THE UNITED STATES IS DETERMINED BY A COURT NOT TO BE APPLICABLE, THEN THESE TERMS AND CONDITIONS WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF LOUISIANA, USA EXCLUDING ANY CHOICE OF LAW RULE THEREOF THAT WOULD DIRECT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

17.2 Both GDS and CUSTOMER represent and warrant that each will fully abide by all applicable laws, rules and regulations, including but not limited to all applicable anti-bribery or anti-corruption laws. GDS will not pay any commissions, fees or grant any rebates to any employee or officer of CUSTOMER, nor favor any employee or officer of CUSTOMER with gifts or entertainment of other than nominal value, nor enter into business arrangements with any employee or officer of CUSTOMER, other than as a representative of CUSTOMER, without the prior written approval of CUSTOMER.

17.3 CUSTOMER agrees to strictly adhere to the requirements and restrictions of the U.S. export and embargo laws and regulations, and any similar laws and regulations of other countries as applicable. CUSTOMER agrees to obtain, at CUSTOMER's sole expense, all necessary licenses, approvals, permits, consents, and governmental authorizations that may be required for CUSTOMER's use of the Products or Services. CUSTOMER may only use the Services in the region or with the satellite identified on the Proposal. CUSTOMER may acquire the right to use the Services and/or Products in other regions from GDS; however, an additional fee for reconfiguration of the Services and/or Products and/or a different price for the Services or Products may apply.

17.4 GDS will not be held responsible for any operational restrictions, customs, license or permit fees required for operation of the Network Services in the destination country. In addition, GDS will have no responsibility for fines associated with terminal seizure nor for legal ramifications of using Services and/or Products in countries where it is prohibited. CUSTOMERs are advised to contact the embassy or trade office of the destination country prior to entry into that country.

17.5 If CUSTOMER is a Public Body in the State of Louisiana, as defined in Louisiana Revised Statute § 51:2112, the Parties shall comply with the requirements of Louisiana's Managed Service Providers and Managed Security Service Providers for Public Bodies law (La. Rev. Stat. §§ 51:2111 — 51:2116) as outlined in Exhibit C attached hereto and incorporated herein by reference. GDS is registered as a provider (as defined by the statute) with the Louisiana

Secretary of State. CUSTOMER agrees that it will report any cyber incident, ransomware attack, and/or ransomware attack of which it becomes aware to GDS as soon as CUSTOMER becomes aware of any such attack.

- 18 SEVERABILITY: If any provision of this Contract is declared invalid, illegal, or unenforceable by a court or regulatory agency of competent jurisdiction, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby. In the event that any such provision will be declared invalid, illegal or unenforceable due to its scope, breadth or duration, then it will be modified to the scope, breadth or duration permitted by law and will continue to be fully enforceable as so modified.
- 19 SURVIVABILITY: All provisions which would naturally survive the expiration or termination of this Contract will so survive, including but not limited to the Sections entitled "Payment Terms", "Indemnity & Limitation of Liability", "Termination", "Confidentiality", and "Governing Law" and "Rules and Regulations".
- 20 EFFECTIVE DATE: The Effective Date is as of the last signing of this Contract or the date Services and/or Products were first provided to CUSTOMER, whichever comes first.
- 21 RECOVERY OF ATTORNEYS FEES AND COSTS: Where there is an obligation in this Contract to pay or owe attorney fees and costs, whether it is in connection with a defense and indemnity obligation or otherwise, that obligation shall include also the broader obligation to pay or owe attorney fees and costs incurred in pursuing and enforcing that obligation and collecting those attorney fees and costs, through litigation or administrative proceedings or otherwise.
- 22 This Contract may be amended only in writing, such amendment having been signed by an authorized representative of each Party.
- 23 CUSTOMER and GDS mutually agree that, unless otherwise prohibited by the law, any action for any matter arising out of this agreement or any Proposal, (except for issues of nonpayment by CUSTOMER) must be commenced within six (6) months after the cause of action accrues or the action is forever barred.
- 24 ERRORS. Neither Party shall be held accountable nor incur any additional costs due to discrepancies, errors, omissions in documentation or other information supplied by the other Party.
- 25 ACTIVE NEGOTIATIONS. Each Party acknowledges that this Contract has been the subject of active and complete negotiations, and that this Contract should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Contract.
- 26 CAPTIONS. The descriptive headings of the Sections and subsections of this Contract are for convenience only, do not constitute a part of this Contract, and do not affect this Contract's construction or interpretation.
- 27 PUBLICITY. Nothing contained in this Contract shall be interpreted so as to permit GDS or Customer to publicize its business relationship with the other Party or the nature of the Services performed for Customer, without the other Party's prior written consent.
- 28 NO SOLICITATION OF EMPLOYEES. Each Party agrees that during the term of this Contract, and for a period of one year after the termination or expiration of this Contract, it will not solicit, without the other Party's prior written consent, any person employed then by the other Party if such person became known to the soliciting Party through the relationship established pursuant to this Contract. This prohibition will not apply to job opportunities posted on recruiting websites or in other publications in which one Party seeks to find candidates for open positions (absent direct solicitation and/or recruitment).
- 29 NO THIRD PARTY BENEFICIARIES. Except as provided in Section 10 (Indemnification), this Contract does not and is not intended to confer any enforceable rights or remedies upon any person or party other than the Parties.

Exhibit A – Provisions for Services and Products

1 FOR ALL SERVICES:

1.1 INSTALLATION AND MAINTENANCE OF SERVICES AND PRODUCTS:

- 1.1.1 GDS and CUSTOMER will agree on a mutually convenient date for commencement of Services and provision of Products ("Due Date"). In the event the Due Date is delayed by no fault of GDS, GDS and CUSTOMER will agree upon a new Due Date. In no event will GDS be liable for failure to meet the Due Date when such failure is due to an act or omission by CUSTOMER. CUSTOMER will reimburse GDS for all out-of-pocket expenses incurred by GDS in relation to a failure to meet the Due Date caused by CUSTOMER. CUSTOMER's sole remedy for a failure by GDS to either provide Services or Products by the Due Date or to provide Services during the contracted term for such Services, will be for the CUSTOMER to request an Outage Credit, as defined in Section 6.
- 1.1.2 GDS and CUSTOMER have mutually agreed upon timelines as dictated by the Contract. Should CUSTOMER, for any reason, require or anticipate a shift in their timeline, GDS requires written notification with a minimum of ten (10) business days prior to scheduled work commencing. Should CUSTOMER not provide GDS proper timely written notification, an additional cost of two percent (2%) of the total price of the project shall apply per day for each day of failure to notify GDS of the new timeline, up to a maximum of ten percent (10%) of the total price of the project.
- 1.1.3 Where purchased by Customer and pursuant to a valid Proposal, GDS will provide maintenance services related to the Services or Products. On-site maintenance will be made available on a time and materials basis at GDS's then current rates for labor or at the rates set forth in the applicable Proposal. CUSTOMER agrees to comply with all reasonable instructions that GDS may give, from time to time, and to provide all necessary assistance to GDS in diagnosing any Service or Product problems.
- 1.1.4 Where required by law or regulations or at the request of GDS, CUSTOMER will install, maintain, and/or pay reasonable expenses incurred by GDS to provide special facilities and protective apparatus at locations involving high voltage power and/or hazardous materials.

1.2 FLOOR SPACE, CONDUIT ACCESS, AND ELECTRICAL POWER:

- 1.2.1 CUSTOMER shall provide at its own expense to GDS the proper environment, lightning protection, crane (if necessary), space, electrical power, and telecommunications connections, equipment space, supporting structures, lighting, inside wiring, and unimpeded access to and egress from its premises required to install, operate, repair, maintain, inspect, re-provision, disconnect, and remove any Product or to provide any Services. These provisions must be made available to GDS in sufficient time to permit the installation, maintenance, or disconnection of any Product in accordance with the Due Date.
- 1.2.2 At the sole discretion of GDS, obligations assumed by GDS to perform installation, maintenance, or disconnection shall be subject to Section 1.1.2, above if CUSTOMER fails to provide the necessary access and equipment.

1.3 USE OF CUSTOMER EQUIPMENT:

- 1.3.1 Title to all equipment and facilities that GDS uses to provide the Services will remain with GDS.
- 1.3.2 If CUSTOMER connects its own equipment to GDS's network, CUSTOMER must ensure that such equipment is compatible with and does not harm, impair, or interfere with the technical integrity of the Services, GDS's network or its Suppliers network(s), or any other Services of other customers of GDS.
- 1.3.3 CUSTOMER is responsible for the compatibility of its equipment with the network and failure to do so will constitute breach by CUSTOMER of this Contract.
- 1.3.4 CUSTOMER shall provide and pay for all Product and Services required to connect CUSTOMER-provided equipment to the Services.
- 1.3.5 Notwithstanding the foregoing, CUSTOMER may, subject to GDS's consent, appoint GDS as its agent for the limited purpose of procuring related telecommunications services, in particular, local exchange, backhaul, interexchange, or bypass carrier facilities ("Facilities") to terminate CUSTOMER's calls to CUSTOMER's designated location. CUSTOMER will be responsible for payment for all such Facilities. CUSTOMER shall be liable and responsible for all actions and obligations incurred on its behalf by GDS in its capacity as CUSTOMER's agent pursuant to this Section and shall accept and pay GDS for all flow-through costs associated with such Facilities (or the termination of such services), including without limitation, all installation fees and monthly recurring fees, plus any applicable taxes. CUSTOMER acknowledges and agrees that GDS will have no liability or responsibility for any Facilities. Any service level parameters and related warranties, pricing, surcharges, outage credits, required commitments, termination liability, and other terms relating to the Facilities are those of the third-party provider or carrier of such Facilities, and not GDS.

1.4 STAND-BY TIME:

- 1.4.1 Notwithstanding anything to the contrary in this Contract, under all circumstances CUSTOMER shall bear the cost of: (a) all offshore and overseas transportation expenses related to the provision of Services or Products, and (b) all Stand-By Time (as defined below) incurred by GDS or its contractor personnel that is caused by or attributed to CUSTOMER, including without limitation, where caused by delays to or untimely cancellation of service calls.
- 1.4.2 For the purposes of this Section, Stand-By Time refers to the number of hours, or portions thereof, incurred by GDS or its contractor personnel while waiting for (i) transport to and from an offshore location; or (ii) access to the CUSTOMER's premises if required hereunder.
- 1.4.3 Stand-By Time will be charged at GDS's then current rates for labor.

2 PURCHASED PRODUCTS:

- 2.1 The risk of loss in Products purchased by CUSTOMER will transfer upon shipment from GDS or supplier. Unless otherwise agreed in writing, GDS will ship all Products FOB shipping point from GDS's premises in the United States or from a supplier to CUSTOMER's designated location. All shipping costs will be borne by CUSTOMER. In no event will GDS have any liability in connection with any shipment nor will the carrier be deemed to be an agent of GDS unless otherwise agreed in a Proposal. CUSTOMER agrees to accept partial shipments.
- 2.2 Title to Products purchased by CUSTOMER will transfer from GDS to CUSTOMER upon GDS's receipt of the full sale price inclusive of any applicable taxes, fees, and freight charges. CUSTOMER will keep Products free from any liens, claims, or encumbrances.
- 2.3 Customer acknowledges that GDS is reselling all Products purchased by Customer and that Products are manufactured and/or delivered by a third party. To the extent available, GDS shall pass through to Customer the manufacturer's warranties for each Product and agrees to facilitate the manufacturer's return policies. In no event will GDS provide return or warranty coverage beyond that provided by the manufacturer. Products that are accepted for return are subject to the manufacturer's applicable restocking fees, if any. Customer acknowledges that the terms and conditions governing the use of Products shall be solely between Customer and the manufacturer of such Products.
- 2.4 GDS warrants that all refurbished or used Products or accessories sold hereunder will be free from defects in workmanship and material for a period of thirty (30) days from the date of delivery. All repairs covered by such warranty will be performed at no charge to CUSTOMER. For any repairs requested after the warranty period, GDS will provide a Proposal for such repairs and upon acceptance of the Proposal, the repairs will be performed per the terms of the Proposal.
- 2.5 Customer will not use the Products for use in life support, life sustaining, nuclear, or other applications in which failure of such Products could reasonably be expected to result in personal injury, loss of life, or catastrophic property damage. Customer agrees that GDS is not liable for any claim or damage arising from such use.
- 2.6 OTHER THAN THOSE IN THIS SECTION 4, GDS MAKES NO WARRANTIES OF ANY KIND WITH REGARD TO THE PRODUCTS. GDS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.
- 2.7 In the event of a warranty claim, GDS will, at its sole option: (a) repair the Product, (b) replace the nonconforming Product, or (c) if GDS determines that neither of the foregoing is commercially reasonable, upon return of the Product to GDS, refund all sums paid to GDS by CUSTOMER with respect to the nonconforming Product. The foregoing warranty on Products is CUSTOMER's sole remedy in the event of a warranty claim and is a 'back-to-base' warranty, such that CUSTOMER will bear the transportation cost of returning any nonconforming or defective Product to GDS's designated premises in the United States and also the transportation cost associated with returning Product following a repair from GDS's premises in the United States to CUSTOMER's premises.
- 2.8 If CUSTOMER requires a GDS technician to travel to CUSTOMER's location to perform warranty services, CUSTOMER shall bear all costs associated with the travel including, but not limited to, transportation costs, room and board. GDS will provide CUSTOMER a written estimate of such costs upon request.
- 2.9 The foregoing warranty does not extend to Product which is altered, improperly installed by a third party, or which fails or is damaged after delivery due to accident, act of God, shipment or handling, or due to storage, operation, use, or maintenance in a manner or environment which does not conform to the Product manufacturer's instructions or specifications provided by GDS at the time of delivery to CUSTOMER.
- 2.10 Return of unused Product by CUSTOMER to GDS in its original package, in its original condition, and within the manufacturer's return policy, GDS will refund to CUSTOMER eighty five percent (85%) of the purchase price. CUSTOMER will bear all shipment and insurance costs related to such return shipment.

- 2.11 All Product returned to GDS will be subject to supplier terms and conditions and must have a GDS issued Returned Merchandise Authorization ("RMA") number prominently displayed on the packaging and must be returned to the GDS facility as directed by GDS. An RMA number may be obtained by calling GDS's Customer Care at 1-888-435-7986 press 1, within North America (Toll Free) or by email at support@getgds.com. Product returned without an RMA number will be returned to CUSTOMER at CUSTOMER's expense. There will be no refunds for used product returned to GDS. RMA's may be subject to fees associated with GDS and/or Vendor restocking or handling requirements.
- 2.12 Unless otherwise agreed in writing by the Parties or stated in a Proposal, invoices for sales of Product will be sent on or after the date of shipment from Vendor Partners and will include all applicable federal, state, provincial, local, VAT and other taxes that may be levied upon the Product.

3 PRODUCT RENTAL:

- 3.1 GDS retains title to any and all Product that is rented to CUSTOMER.
- 3.2 Unless otherwise agreed, all rented Product will be shipped FOB GDS's premises in the United States to CUSTOMER's designated premises. Risk of loss in the Product will transfer to the CUSTOMER upon delivery of the Product and delivery will have deemed to take place when the Product is loaded onto the carrier's vehicle.
- 3.3 CUSTOMER agrees, at CUSTOMER's sole expense, to (i) insure such Product against loss by fire, theft and any other casualty covered by standard fire and extended coverage insurance, for the full current replacement value, (ii) keep the Product free and clear from all adverse liens, security interests, and encumbrances, (iii) provide a proper and suitable environment (including adequate power and appropriate temperature control) for the Product in accordance with GDS and/or the manufacturer's specifications (and any failure to provide such proper and suitable environment will void any warranty on the Product), (iv) keep the Product clearly labeled as property of GDS, in good order and repair, and comply with any maintenance instructions given by GDS, (v) not transfer the Product or all or part of CUSTOMER's interest therein, if any, and (vii) return the Product to GDS at the end of the rental term in good condition, normal wear and tear excepted.
- 3.4 CUSTOMER shall pay GDS for the fair market value of the Product, in GDS's reasonable determination, if CUSTOMER fails to return the Product to GDS within thirty (30) days of the end of the rental term.
- 3.5 Breach by CUSTOMER of any of the foregoing provisions regarding Product rental will entitle GDS to: (i) enter CUSTOMER's premises where the Product is reasonably believed to be located (ii) remove such Product without any legal process or notice, (iii) without being liable for trespass or damage, and (iv) to declare all amounts remaining unpaid to be immediately due and payable by CUSTOMER.
- 3.6 Unless otherwise agreed in writing by the Parties or stated in a Proposal, GDS will invoice, and CUSTOMER will pay, monthly in advance for the Product rental provided by GDS, including all applicable federal, state, provincial, local, and other taxes including value added tax and fees which may be attributable to the product rental.

Exhibit B – Acceptable Use Policy

1 ACCEPTABLE USE POLICY

- 1.1 CUSTOMER can access the Acceptable Use Policy on the GDS website by visiting <https://www.getgds.com/legal-terms-conditions>.

**Exhibit C - GDS Statement of Requirements for Reporting Cyber Incidents for a Public Body
as per Louisiana Revised Statutes 51:2111-2116**

- 1 WHAT IS AN IMPACT TO A PUBLIC BODY [LA. R.S. 51:2112 (1)]
 - 1.1 A cyber incident (which impacts a public body) means a compromise of the security, confidentiality, or integrity of computerized data due to exfiltration, modification or deletion that results in unauthorized acquisition of and access to information maintained by the Public Body.
 - 2 WHAT IS CYBER RANSOM OR RANSOMWARE [LA. R.S. 51:2112 (2)]
 - 2.1 A type of malware that encrypts or locks valuable digital files and demands a ransom to release the files.
 - 3 WHAT QUALIFIES AS ACTUAL KNOWLEDGE OF A RANSOM OR RANSOMWARE PAYMENT [LA. R.S. 51:2114]
 - 3.1 Positive direct knowledge or verified statement of the Provider or verified statement of the Public Body made to the provider and/or actual verified receipt for monetary transfer of funds for the purpose of satisfying the ransom or ransomware demands for the encryption information.
 - 4 WHAT QUALIFIES AS ACTUAL KNOWLEDGE OF A CYBER INCIDENT [LA. R.S. 51:2114 (A)]
 - 4.1 Access to all logs involved in the technology eco-system have been made available, including but not limited to Firewalls, Routers, Servers, Access Control, Endpoint Security, DNS Security, and Certificate Authorities both local and Cloud-Based involved in the operation of the public body network.
 - 4.1.1 The analysis of forensic data is completed by a third-party forensic organization and determines that at least one of the following have occurred:
 1. The analysis of those logs indicates that exfiltration of data has occurred from a system that contains data managed by the public body.
 2. The analysis of those logs indicates that a bad actor has gained access to a system that contains data managed by the public body.
- OR**
1. GDS has verified knowledge of a cyber incident or successful ransom or ransomware attack on GDS or the Public Body.
- 5 WHAT IS REPORTABLE AS A PROVIDER OF SERVICES TO A PUBLIC BODY [LA. R.S. 51:2114 (A)]
 - 5.1 To be reportable, the following must apply for a Provider: [La. R.S. 51:2114 (A)]
 1. Provider has actual knowledge of a cyber incident (See section D above) AND
 2. That incident impacts a Public Body (See section A above)
 3. Reportable in 24hrs
- OR [La. R.S. 51:2114 (B)]**
1. The Provider has a cyber incident (See section D above) AND
 2. That incident impacts a Public Body (See section A above) AND
 3. The Provider or Public Body makes a payment of cyber ransom or ransomware AND
 4. The Provider has actual knowledge of a payment. (See section C above)
 5. Reportable in 10 calendar days

Any questions should be sent to: securityinquiries@getgds.com.