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4 Attorney for Plaintiff  
5 EDJX, Inc.

6  
7  
8 UNITED STATES DISTRICT COURT FOR THE  
9 NORTHERN DISTRICT OF CALIFORNIA  
10

11  
12 EDJX, Inc., a Delaware  
Corporation,  
13 Plaintiff,  
14  
15 v.  
16 6x7 Networks, LLC, a California  
Limited Liability Company;  
17 Benjamin P.D. Cannon, an  
individual; Does 1-10,  
18 Defendants,

Case no.

**COMPLAINT**

- 1. Fraud
- 2. Breach of the Covenant of Good Faith and Fair Dealing
- 3. Extortion
- 4. Wire Fraud/Racketeering
- 5. Breach of Contract
- 6. Declaratory Relief (Rescission)
- 7. B&P 17200

1 **INTRODUCTION**

2 1. The purpose of this action is to rectify the bilking of  
3 a startup company by what turned out to be a fake telecom company  
4 run by a scam artist and her associates.

5 **PARTIES**

6 2. Plaintiff EDJX, Inc. is a Delaware Corporation that is  
7 qualified to do business in California. Plaintiff consents to  
8 the jurisdiction of the courts in this District for the purposes  
9 of this action.

10 3. Defendant 6x7 Networks, LLC is a business entity of  
11 unknown form that is based in California and transacts business  
12 in California, and is deemed a resident thereof.

13 4. Defendant Benjamin P.D. Cannon is a natural person and  
14 a resident of California.

15 5. Defendants Does 1-10 are persons whose names and  
16 capacities are unknown to Plaintiff at this time, and who are  
17 named as Doe defendants pursuant to CCP sec. 474. As these  
18 persons' identities and capacities are discovered, Plaintiff will  
19 amend the complaint accordingly.

20 **JURISDICTION AND VENUE**

21 6. The U.S. District Court has subject matter jurisdiction  
22 pursuant to 18 U.S.C. sec. 1964(a), which confers jurisdiction  
23 of racketeering cases on the Federal courts, as well as 1964(c),  
24 which permits a private party aggrieved by racketeering activity  
25 to seek relief in Federal court. This Court has subject matter  
26 jurisdiction of the transactionally related State law claims  
27 pursuant to 28 U.S.C. sec 1367(a), in that the State law claims  
28 are so related to the Federal claims that they comprise parts of

1 the same case or controversy, and therefore there is both Federal  
2 question jurisdiction and supplemental jurisdiction.

3 7. This Court has personal jurisdiction over all of the  
4 Defendants in that they are residents of this State or are deemed  
5 residents of this State.

6 8. Venue is proper in this Court because a substantial  
7 portion of the acts and omissions that occurred took place in  
8 this District, and also because at least one Defendant resides in  
9 this District, namely Benjamin P.D. Cannon.

10 **GENERAL ALLEGATIONS**

11 9. “Lady” Benjamin Cannon (Ms. Cannon) is a biologically  
12 male individual who identifies as female. In accordance with  
13 her stated gender preference, she is identified as “Ms. Cannon”  
14 throughout this complaint.

15 10. Ms. Cannon is CEO of 6x7 Networks, LLC, which is a fake  
16 telecom company. In November 2019, Ms. Cannon’s colleague in  
17 6x7, Chief Business Officer Kar Dhillon, approached Plaintiff’s  
18 CEO and CTO at Plaintiff’s trade show booth at the IoT Tech  
19 Expo in Santa Clara. Mr. Dhillon made the pitch for Plaintiff  
20 to sign for telecom services with Defendants. This initiated  
21 an approximately one year-long sales process, which concluded  
22 in Fall 2020 around the time Defendants were sued for fraud by  
23 multiple other customers.

24 11. In the 2019-2020 time frame, Plaintiff, a startup  
25 company in the edge computing space, needed points of presence  
26 (PoPs) to serve its customers throughout its network, which  
27 relies on near-edge PoPs to improve the performance of devices  
28 in those regions. Plaintiff also needed telecom circuits for

1 internet service and redundancy.

2 12. Throughout the sales process, Defendants, specifically  
3 Mr. Dhillon and Ms. Cannon, represented among other things  
4 that Defendants owned a nationwide “dark fiber” network with  
5 some 50,000 on-net buildings, and that it would be easy to  
6 meet Plaintiff’s telecom needs with these assets. Moreover,  
7 Defendants represented that such assets could be contributed  
8 as part of a joint go-to-market business strategy. These  
9 representations were absolutely false when made, which was  
10 unknown to Plaintiff, and Plaintiff had no way to discover the  
11 information in the exercise of reasonable diligence. In reality,  
12 Defendants merely re-sell access to other carriers’ fiber-- an  
13 important fact that they did not disclose and, indeed, actively  
14 falsely represented. Further, Defendants had no ability to enter  
15 into any form of legal agreement to effect the represented go-to-  
16 market business plan.

17 13. In any case, Defendants proposed partnering with  
18 Plaintiff in the following fashion, which is described in broad  
19 overview terms:

20 a. Plaintiff would supply, at its expense, colocation  
21 space, cabinets, and hardware in data centers throughout the  
22 United States and potentially elsewhere.

23 b. Plaintiff would supply, at its expense, hardware  
24 for the cabinets, i.e., “compute nodes.”

25 c. Defendants would supply, at their expense, the  
26 fiber internet connection and routing equipment for each PoP from  
27 their nationwide dark fiber network.

28 d. Defendants would have access to the space in the

1 cabinets for their own purposes.

2 e. All parties would profit through the arrangement.

3 14. Plaintiff held up its end of the bargain by supplying  
4 colocation space and cabinets, and hardware.

5 15. Defendants did not hold up their end of the bargain.  
6 First, Defendants represented that it was Defendants' internet  
7 service that was being supplied at the cabinets. But this  
8 turned out to be untrue, in that the service was merely a re-  
9 sold Cogent or other carrier's connection that Defendants merely  
10 connected their routing equipment to and re-sold, in violation  
11 of the applicable Cogent access agreement. Defendants then  
12 provided Plaintiff a 10 gig ethernet port that was effectively  
13 a passthrough to the real Cogent connection. Only *after* the  
14 colocation space and hardware were procured by Plaintiff did  
15 Defendants approach Plaintiff seeking new fees for internet  
16 service and telecom equipment at the colocation site-- in breach  
17 of the agreement to set the fee schedule at the same level  
18 without changes for at least a year into the contract. Seeing  
19 no recourse that would not jeopardize other important partner  
20 relationships, Plaintiff signed an agreement to pay for said  
21 services under duress. Defendants, of course, withheld the  
22 fact that they would be using the connection for their own  
23 purposes and traffic, at Plaintiff's expense. Second, Defendants  
24 signed a contract with Plaintiff for one price, but then they  
25 tacked on *fraudulent wireline telecom charges* that were passed  
26 off as actual charges when *no such charges were actually due*.  
27 Finally, Defendants attempted to extort Plaintiff into signing  
28 new contracts with Defendants by threatening to shut off their

1 internet service, in violation of the contracts and the law.

2 16. The situation reached a head in early March 2021,  
3 when Ms. Cannon threatened via email to “default you and then  
4 sue” unless Plaintiff agreed immediately to the new, exorbitant  
5 fees. This was shortly after a phone call that degenerated into  
6 a profanity-laden tirade from Ms. Cannon, in which she harassed  
7 Plaintiff’s staff and executives and acted very unprofessionally.

8 17. Ms. Cannon followed up her tirade with a bizarre email  
9 message demanding immediate payment/acceleration of non-existent  
10 obligations in the millions of dollars. This action followed in  
11 order to set things right after Ms. Cannon’s strange demands and  
12 unstable behavior.

13 **FIRST CAUSE OF ACTION**

14 **FRAUD**

15 (EDJX, Inc. vs. all Defendants)

16 18. Plaintiff incorporates the above paragraphs by  
17 reference.

18 19. Defendants, through the foregoing course of conduct,  
19 made a false promise and made false representations to Plaintiff  
20 that induced Plaintiff to partner with Defendants. Specifically,  
21 Defendants represented that they had a nationwide “dark fiber”  
22 network that *does not exist*, among other false statements about  
23 Defendants’ capabilities and assets. Defendants further made  
24 false promises in that they could not possibly perform the  
25 contracts as agreed at the time they entered the contracts. Ms.  
26 Cannon and Mr. Dhillon made the false representations and were  
27 authorized to speak on behalf of the company.

28 20. But for these false promises and false representations,

1 Plaintiff never would have partnered with Defendants or signed  
2 the underlying contracts.

3 21. Plaintiff has been harmed.

4 22. Defendants' conduct was a substantial factor in causing  
5 Plaintiff's harm.

6 23. Wherefore, Plaintiff prays for special damages, general  
7 damages, punitive damages, and other further relief as warranted  
8 by the law.

9 **SECOND CAUSE OF ACTION**

10 **BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING**

11 (EDJX, Inc. vs. all Defendants)

12 24. Plaintiff incorporates the above paragraphs by  
13 reference.

14 25. Defendants, through the foregoing course of conduct,  
15 made a false promise and made false representations to Plaintiff  
16 that induced Plaintiff to partner with Defendants and invest  
17 substantial time and monies in the partnership. A copy of the  
18 contract is attached as *Exhibit A*. Defendants essentially denied  
19 Plaintiff the benefits of its contract by denying it a full and  
20 fair opportunity to receive the benefits thereof.

21 26. Wherefore, Plaintiff prays for special damages as  
22 provided herein, as well as other further relief warranted by the  
23 law.

24 **THIRD CAUSE OF ACTION**

25 **EXTORTION**

26 (EDJX, Inc. vs. all Defendants)

27 27. Plaintiff incorporates the above paragraphs by  
28 reference.





1 charges that were not actually owed. The fraudulent invoices  
2 are attached as *Exhibit B*. Defendants gained substantially from  
3 these crimes in that they had use of the funds from the date of  
4 payment to the present, which is subject to pre-judgment interest  
5 at 10% per annum.

6 32. Defendants, through their wire fraud, are engaged  
7 in a continuing criminal racketeering enterprise that most  
8 closely resembles a Ponzi scheme. That is, Defendants take  
9 new payments in from new customers to satisfy obligations to  
10 existing customers. Defendants have been exploiting the fact  
11 that many people, including Plaintiff's principals, simply do not  
12 understand the telecom field or the business of telecom as well  
13 as Defendants.

14 33. Defendants' wire fraud violates at least 18 U.S.C.  
15 sec. 1343, and their racketeering violates 18 U.S.C. sec. 1961  
16 et seq., thereby enabling the remedies provided by 18 U.S.C.  
17 sec. 1964(c), including injunctive relief, treble damages, and  
18 attorney fees.

19 34. Wherefore, Plaintiff prays for special damages,  
20 punitive damages, treble damages, and attorney fees, as well as  
21 an injunction permitted by 18 U.S.C. sec 1345 et al., and such  
22 other and further relief as warranted by the law.

23 **FIFTH CAUSE OF ACTION**

24 **BREACH OF CONTRACT**

25 (EDJX, Inc. vs. 6x7 Networks, LLC and Does 1-10)

26 35. Plaintiff incorporates the above paragraphs by  
27 reference.

28 36. Plaintiff and Defendants had a contract, which is

1 attached as Exhibit A.

2 37. Plaintiff did all, or substantially all, of the  
3 important things required by the contract, or was excused from  
4 doing those things by the conduct of Defendants.

5 38. Defendants breached the contract by failing to deliver  
6 the services called for by the agreement in accordance with the  
7 agreement, and threatened to repudiate the contract that was five  
8 years long as well.

9 39. This cause is asserted in the alternative to the sixth  
10 cause of action for rescission.

11 40. Defendants knew that Plaintiff was a new startup  
12 company that was counting on having services for certain periods  
13 of time, and Defendants breached the contract anyway, causing  
14 lost profits.

15 41. Defendants knew Plaintiff would be making substantial  
16 profits from the contract, and in fact Defendants agreed to pay  
17 commissions for new business generated by Plaintiff as stated in  
18 the contracts. Despite this, Defendants intentionally breached  
19 the contract and worse, threatened to “default you and then sue”  
20 as if they never intended to perform.

21 42. Wherefore, Plaintiff prays for special damages,  
22 including lost profits, and any other relief warranted by the  
23 law.

24 **SIXTH CAUSE OF ACTION**

25 **DECLARATORY RELIEF (RESCISSION)**

26 (EDJX, Inc. vs. all Defendants)

27 43. Plaintiff incorporates the above paragraphs by  
28 reference.

1 **Count One**

2 44. Plaintiff and Defendants had a contract, which is  
3 attached as Exhibit A above.

4 45. Plaintiff only entered the contract with Defendants due  
5 to Defendants' fraud in representing that they were a bona fide  
6 telecom company, could deliver the services, had a nationwide  
7 "dark fiber" network, and similar representations.

8 46. Essentially none of Defendants' representations was  
9 true, and Defendants knew the representations were untrue and  
10 that they were committing fraud. This is especially offensive  
11 in light of Defendants' multiple fraud lawsuits that were filed  
12 or pending against Defendants approximately at the same time  
13 Defendants signed Plaintiff for services *with the same exact*  
14 *pattern of fraud*. Plaintiff had no way to discover the untruth  
15 of the representations in the exercise of reasonable diligence.

16 **Count Two**

17 47. Ms. Cannon recently demanded payment of non-existent  
18 obligations, as set forth in her demand email that is attached  
19 as *Exhibit C*. Therefore, there is an actual controversy over  
20 whether Plaintiff has any liability for any of these fabricated  
21 claims (there is no liability for the claims, which are non-  
22 existent and based on contingent obligations). Accordingly,  
23 Plaintiff seeks declaratory relief as to the parties' obligations  
24 and rescission of the operative agreements based on fraud, as  
25 described above.

26 48. Wherefore, Plaintiff prays for rescission of the  
27 operative contracts, incidental damages, and attorney fees, as  
28 well as other relief warranted by the law.

1 SEVENTH CAUSE OF ACTION

2 UNFAIR COMPETITION

3 (EDJX, Inc. vs. all Defendants)

4 49. Plaintiff incorporates the above paragraphs by  
5 reference.

6 50. Through the foregoing course of unlawful conduct,  
7 including but not limited to extortion (Penal Code sec. 518 et  
8 seq.), wire fraud (18 U.S.C. sec. 1343 et seq.), and racketeering  
9 (18 U.S.C. sec. 1961 et seq.), Defendants violated the unfair  
10 competition law at Bus. and Prof. Code sec. 17200 et seq.

11 51. Wherefore, Plaintiff prays for an injunction in  
12 the form provided in *Exhibit D* as well as restitution and  
13 disgorgement of profits associated with the unfair competition.

14 PRAYER

- 15 1. Special damages according to proof.  
16 2. General damages according to proof.  
17 3. Punitive damages according to proof.  
18 4. Attorney fees.  
19 5. Pre-judgment interest on all monies paid.  
20 6. Treble damages.  
21 7. A permanent injunction in the form attached hereto as  
22 Exhibit D.  
23 8. Costs of suit.  
24 9. Return of all EDJX property in Defendants' custody.

25  
26 Date: April 1, 2021

*Andrew G. Watters*

27 \_\_\_\_\_  
Andrew G. Watters, Esq.  
Attorney for Plaintiff  
EDJX, Inc.  
28



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### Quotation

Date: **07/24/2020**

Client: **EDJX, Inc. (edjx.io)**

Location : **Cyxtera SF01 - 2401 Walsh Ave, Santa Clara, CA 95051**

#### Service:

- 1x 10,000Mbit / 10,000Mbit Layer3 SMF 1310nm HARDWARE ENCRYPTED **MRC: \$4800 \$2000, NRC: \$48,000 \$10,000**
- 1x 10,000Mbit / 10,000Mbit Layer3 SMF 1310nm HARDWARE ENCRYPTED REDUNDANT CIRCUIT TO SECOND CORE ROUTER **MRC: \$4800 \$0 (OK PER BC), NRC: \$48,000 \$0 (OK PER BC)**
- A minimum of 2x rack space (as available, after 6x7 core router and compute, APPROX 22U across both racks in total but, if available, EDJX will be offered as much as 6x7 can deliver at a given site.)

#### Customer Cyxtera/EDJX to provide :

- 2x 42U min full locking cabinets
- 208v 30A A&B feed to each cabinet, L6-30R receptacles.
- Cross connects as reasonably determined

No-bill for the sooner of 1 year or the commencement of billing customers for usage on the EDJX platform.

#### Revenue Share:

- **It is acknowledged that the installation of 6x7 equipment facilitated by the EDJX data center partnership ("Site Installation") may result in 6x7 revenue opportunities outside the scope of EDJX related services.**
  - For any business generated from customers involving a direct sales relationship with 6x7 using the Site Installation, EDJX will be entitled to a commission equal to ten percent (10%) of the MRC value up to an aggregate value of two times the active EDJX MRC

6x7 Networks Quote [Master Version:1.1 HEAVILY CUSTOMIZED]

Last Revised: 06.17.2020

By: KD

**CONFIDENTIAL TRADE SECRET**

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charges. For example, if EDJX MRC is \$5,000, \$10,000 is the limit of commissions payable to EDJX.

- For any business generated from customers that are, at the time of signing, customers, partners, including the data center operator of the Site Installation, or direct referrals of EDJX, EDJX will be entitled to a commission equal to fifteen percent (15%) percent of the MRC for the first 12 months of the contract.
- All commissions will be paid to EDJX on a quarterly basis no later than ten (10) days after the end of the quarter. EDJX is not entitled to commission on MRC beyond the first 12 months of the customer contract, or any subsequent contract renewals. However, if the customer adds subsequent net new contracts, EDJX will be entitled to a commission on the new contract payable starting at the time of signing and at the applicable rate called out per this contract on a monthly basis.
- Payments to EDJX, Inc. will be due no later than the 5th business day of the month after the new 6x7 customer begins its contract and shall occur for the life of the customer's contract including any renewals
- Each month, 6x7 shall provide a list of each applicable contract, on a no-name basis, and the economics of that contract including but not limited to rate sheet and length of contract terms for each new customer at such location.
- EDJX shall have the right, at its own expense, to Audit 6x7 new customers on a semi-annual or annual basis for the Term of the customer contracts.

**MRC: \$2,000 NRC: \$10,000**

**THIS PRICING IS CONFIDENTIAL and requires a signed counterpart to be effective.**

**Term: 5 year**

Install lead time: **30-60 days** from executed contract, quote, and payment of NRC and 1<sup>st</sup> month MRC.

This quotation is invalid without a companion Master Services Agreement.

This quotation expires **7 days** from the date above.

6x7 Networks Quote [Master Version:1.1 HEAVILY CUSTOMIZED]

Last Revised: 06.17.2020

By: KD

**CONFIDENTIAL TRADE SECRET**

page 2 of 3



# 6x7 Networks

CRITICAL SYSTEMS

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Prices indicate price for qty1 a quantity of one (1), The total quantities qty actually used to will be billed.  
This quotation is invalid unless signed by the Customer.  
This quotation excludes any building or riser access fees, charged by any owner or owner's agent.  
This quotation assumes additional cross-connect fees, if any, are to be borne by the Customer.

\*= Requires if applicable 24/7/365.25 access to all of customer's facilities including roof, riser, and MPOE, otherwise best-efforts.

Signed:  \_\_\_\_\_

Name: John Cowan (CEO) \_\_\_\_\_

Email: jcowan@edjx.io \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

07 / 27 / 2020

6x7 Networks Quote [Master Version: 1.1 HEAVILY CUSTOMIZED]

Last Revised: 06.17.2020

By: KD

**CONFIDENTIAL TRADE SECRET**

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## Master Service Agreement

This Master Service Agreement (the “Agreement”) is between 6x7 Networks, LLC. (“6x7”) and the Customer shown at the end of this document and consists of (i) this document and (ii) the Customer’s Order(s). 6x7 will begin installation and Service only after it receives and accepts: (i) a signed Order; (ii) this Agreement signed by a Customer authorized representative; and (iii) the Initial Payment due under Section 1.1 of this Agreement.

1. Service Fees and Billing. Customer agrees to pay the monthly charges for Service, the activation and other charges indicated on the Order(s) or otherwise due hereunder (collectively, “Fees”). Fees do not include applicable taxes (if any), shipping charges (if any), all of which shall be billed in addition to the Fees and shall be the responsibility of the Customer.

1.1 *Initial Payment*. Upon 6x7’s acceptance of the Order and full execution of this Agreement, Customer shall be invoiced for all Service Activation Charges and the first full month’s Fees which shall be immediately to activate the order.

2. Recurring Fees. 6x7 will bill Customer monthly in advance for all recurring Fees and in arrears for usage-based or non-recurring Fees. Billing for monthly Fees will begin on the earlier of either: (a) the date that Customer begins using the Service or installs Customer Equipment in 6x7’s premises or (b) the date of the Service Activation Notice.

3. Payment. Customer will pay in full all invoices from 6x7 in U.S. dollars on or before the date specified on said invoices, generally invoices are due on receipt. Late payments will accrue interest at a rate of ten percent (10%) per year or the highest rate allowed by applicable law, whichever is lower. If payment is returned to 6x7 with insufficient funds, Customer is considered to not have paid and subject to a returned check charge of \$25 and may be terminated for Nonpayment as described in 13.1.

4. Local and Long-Distance Carriers. Customer is responsible for ordering, maintaining, terminating and paying for any data and telecommunications circuits provided to Customer by local and long-distance carriers including cross-connects from 6x7.

5. Other Networks. Customer is responsible for paying any fees, obtaining any required approvals and complying with any laws or usage policies applicable to transmitting data beyond the Network and/or through other public and private networks. 6x7 is not responsible or liable for performance or non-performance of such networks or their inter-





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connection points.

6. This paragraph intentionally deleted.

7. NO WARRANTY. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES AND THE COLOCATION SPACE ARE AT CUSTOMER'S OWN RISK. 6X7 DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. 6X7 DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

8. Disclaimer of Third Party Actions and Control. 6x7 does not and cannot control the flow of data to or from the Network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions caused by these third parties can produce situations in which Customer connections to the Internet (or portions thereof) may be impaired or disrupted. 6x7 cannot guarantee that such situations will not occur and, accordingly, 6x7 disclaims any and all liability resulting from or related to such events. In the event that Customer's use of the Service or interaction with the Internet or such third parties is causing harm to or threatens to cause harm to the Network or its operations, 6x7 shall have the right to suspend the Service. 6x7 shall restore Service at such time as it reasonably deems that there is no further harm or threat of harm to the Network or its operations.

9. Insurance. Customer will keep in full force and effect during the term of this Agreement: (i) commercial general liability insurance; (ii) workers' compensation insurance in an amount not less than that required by applicable law; and (iii) business property insurance covering Customer's equipment in the amount of its replacement value, and shall furnish certificates of additionally insured naming 6x7 as the insured party, upon reasonable request of 6x7.

10. Limitations of Liability.

10.1 *Personal Injury.* 6x7 will not be liable for any harm or personal injury to Customer personnel resulting from any cause, other than 6x7's gross negligence or willful misconduct.

10.2 *Damage to Customer Equipment.* 6x7 is not liable for damage to, or loss of any of



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Customer Equipment resulting from any cause, other than 6x7's gross negligence or willful misconduct and then only in an amount not to exceed the replacement value of the damaged Customer Equipment, or the total amount paid by Customer to 6x7 for one month's service, whichever is lower.

10.3 *Damage to Customer Business.* In no event will 6x7 be liable for any incidental, punitive, indirect, or consequential damages (including without limitation any lost revenue or lost profits) or for any loss of technology, loss of data, or interruption or loss of use of Service (except as set forth in Section 6) or any other similar claims by Customer or related to Customer's business, even if 6x7 is advised of the possibility of such damages. 6x7 will not be liable for any damages or expenses incurred by Customer as a result of any deficiency, error, or defect in 6x7's service whether due to equipment, hardware, software, or 6x7's failure to correct the same.

10.4 *Maximum Liability.* Notwithstanding anything to the contrary in this Agreement, 6x7's maximum aggregate liability to Customer related to or in connection with this Agreement whether under theory of contract, tort (including negligence), strict liability or otherwise will be limited to the total amount paid by Customer to 6x7 for this Term.

11. *Indemnity.* Customer will indemnify, defend and hold harmless the 6x7 Parties from and against any and all claims, actions or demands arising out of Customer's use of the Service alleging: (a) with respect to the Customer's business: defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity; or spamming or any other offensive, harassing or illegal conduct or violation of the Acceptable Use Guidelines; (b) any loss suffered by, damage to or injury of any other 6x7 customer, any other customer equipment or personnel, which loss, damage or injury is caused by acts or omissions by Customer personnel; (c) any personal injury suffered by any Customer personnel arising out of such individual's activities related to the Services, unless such injury is caused by 6x7's gross negligence or willful misconduct; and (d) any other damage arising from the Customer Equipment or Customer's business. Customer agrees to reimburse 6x7 for the expense and cost of handling such claims including, without limitation, legal fees.

12. *Term.* This Agreement will commence on the Effective Date and shall expire at the end of the last "Term" specified in any Order, unless sooner terminated as provided in Section 13 below. No later than 90 days before the end of the Term, each part shall provide a written intent to renew notice for a Term of no less than one (1) year. Order shall automatically renew for additional periods of the same length as the new Term upon the end of its Term unless one party provides the other written notice via certified mail with return receipt only that it is terminating such Order not more than 90 days and not less than 60 days prior to



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the end of the Term specified in the Order.

12.1 *Rate Adjustments.* After the initial term, 6x7 has the right to increase rates by giving Customer 120 days advance notice of its intention to do so. Customer may terminate service within the 120-day period or continue to use service and pay the increased rate.

### 13. Termination.

13.1 *Nonpayment.* 6x7 may suspend Service to Customer if any amount due hereunder is not paid in full within seventy-two (72) business hours after Customer is sent an overdue notice. To reinstate Service, 6x7 will require payment of the overdue amount, plus a security deposit of any amount, plus any fees 6x7 may have incurred as a result of the collection activity. 6x7 may terminate this Agreement (or at its option, only the relevant Order) if any amount due hereunder is not paid in full within five (5) business days after Customer is sent an overdue notice.

13.2 *Bankruptcy.* 6x7 may terminate this Agreement upon written notice to Customer if Customer becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, or liquidation for the benefit of creditors, if such petition or proceeding is not dismissed within 120 days of filing.

13.3 *Unacceptable Use.* 6x7 may immediately terminate this Agreement if Customer violates any provision of the 6x7 Acceptable Use Guidelines that results or could result in suspension by 6x7 if not cured within seven (7) business days.

13.4 *For Other Cause.* Except as otherwise stated, 6x7 may terminate this Agreement if the other party breaches any material term or condition of this Agreement and fails to cure such breach within ten (10) business days after receipt of written notice of the same.

13.5 *Other.* 6x7 shall have the right to terminate Customer's use of the Colocation space or the Service delivered at a specific facility therein in the event that 6x7's rights to use the facility terminates or expires for any reason.

13.6 *Effect of Termination.* Upon expiration or termination of this Agreement: (a) 6x7 will cease providing the Services; (b) except in the case of termination by Customer pursuant to Section 12.1, 13.4, or 13.5, all of Customer payment obligations under this Agreement, including but not limited to monthly Service Fees through the end of the Term indicated on the Order(s) will become due in full immediately; and (c) within ten (10) days, Customer will remove all of Customer Equipment and any other property from 6x7's premises and return the Colocation Space to 6x7 in the same condition as it was prior to Customer installation. If Customer does not remove such property within the ten (10) business day



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period, 6x7, at its option and at Customer expense, may remove and store any and all such property, return such Equipment to the Customer, or dispose of such equipment without liability for any related damages upon Customer's request. In addition, 6x7 reserves at any time the right to charge any previously used payment methods and/or to hold any Customer Equipment until it has received payment in full.

14. Survival. The Parties' respective representations, warranties, and covenants, together with obligations of indemnification, confidentiality and limitations on liability will survive the expiration, termination or rescission of this Agreement and continue in full force and effect.

15. Miscellaneous Provisions.

15.1 *Force Majeure*. Other than with respect to failure to make payments due hereunder, neither party shall be liable under this Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused or occasioned by, or due to fire, earthquake, flood, water, the elements, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond its reasonable control.

15.2 *No Lease*. This Agreement is a services agreement and is not intended to and will not constitute a lease of or tenancy or other interest in the Colocation Space or other 6x7 premises, the 6x7 Equipment or any other real or personal property.

15.3 *Government Regulations*. Customer will not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Customer operates or does business.

15.4 *Assignment*. Neither party may assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party, except to an affiliate or a party that acquires substantially all of the assigning party's assets or a majority of its stock as part of a corporate merger or acquisition. Any attempted assignment or delegation without such consent will be void. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

15.5 *Notices*. Any required notice hereunder may be emailed to [ben@6by7.net](mailto:ben@6by7.net) delivered personally or by courier; sent by confirmed facsimile; or mailed by registered or certified



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mail, return receipt requested, postage prepaid, to either party at the name and address on the signature page of this Agreement, or at such other address as such party may provide to the other by written notice. Such notice will be deemed to have been given as of the date it is delivered personally or by courier, or five (5) business days after it is sent by confirmed facsimile or mailed.

15.6 *Relationship of Parties.* This Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties.

15.7 *Changes Prior to Execution.* Customer represents and warrants that any changes to this Agreement made by it were properly marked as changes and that Customer made no changes to the Agreement that were not properly identified as changes.

15.8 *Choice of Law.* This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws principles.

15.8B *Dispute Resolution.* Each Party agrees to timely notify the other Party of any claim, dispute or cause of action arising under or related to this Agreement and to negotiate in good faith to resolve any such claim, dispute or cause of action. To the extent that such negotiations fail, the Parties agree that it shall be finally settled by arbitration at the American Arbitration Association (“AAA”) in Delaware before a panel of three neutral arbitrators, one selected by each party and a third selected by those two or, failing their ability to agree on a third, the third shall be appointed by the AAA which arbitration shall be conducted under AAA’s commercial arbitration rules then in effect at the time of this Agreement. The decision of the arbitrators shall be final and binding upon the Parties, shall not be appealable, and judgment on the award rendered may be entered in any court of competent jurisdiction. The arbitrators may award actual direct damages only, and will have no authority to award special, consequential, punitive or other damages. Each party will bear equally the costs and expenses of AAA (with the exception of filing fees relative to claimed amounts in dispute) and of the arbitrators. Each party will bear its own costs and expenses, including legal expenses. All arbitration proceedings shall be confidential, except to the extent that disclosure is necessary to enforce an arbitration award in a court of competent jurisdiction. Notwithstanding anything to the contrary, either Party shall have the right, without waiving any remedy under this Agreement, to seek from any court of competent jurisdiction (a) equitable relief and (b) any interim or provisional relief that is necessary to protect their rights or property. BOTH PARTIES IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER IN CONTRACT, STATUTE, TORT (SUCH AS NEGLIGENCE), OR OTHERWISE) RELATING TO THIS AGREEMENT.





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15.9 *Confidential Information.* The terms and conditions of this Agreement, any Order(s) and other related 6x7 documents are confidential information.

15.10 *Transmission.* Without limiting rights in this or any other agreements, and sharing space with any current equipment or Licensees as per FCC regulations, customer grants 6x7, its subsidiaries, associates, partners, carriers, JVs, heirs and assignees, at 6x7's sole discretion, the sole rights to place its own Wi-Fi, Cellular, backhaul, microwave, LTE, 5G, DAS or other similar transmission gear on any space it controls or influences, weather solely or jointly, indoors or out, including without limitation any hallway rooftop soffit riser raceway mope light post light tower, tower, antenna, or other structure or attachment. The transmission gear shall not interfere with existing transmission equipment, and 6x7 shall coordinate FCC licenses where needed. Customer shall promptly sign or otherwise facilitate 6x7 in obtaining any permits, applications, reports, studies, consultant engagements, or other preparations for 6x7, in order to facilitate the previous and there shall be no fee for these services.

16. General. This Agreement (including Appendix A and B below), together with the Order(s) and 6x7 policies referred to in this Agreement, as well as any Addendum executed by both parties in good faith, is the complete agreement and understanding of the parties with respect to the subject matter hereof, and supersedes any other agreement or understanding, written or oral. In the event of a conflict in terms between this MSA and any Addendum, the language in the Addendum shall control. This Agreement may be executed in two or more counterparts (and the signature pages may be delivered with ink or electronic signature or by facsimile or email), each will be deemed an original, but all together will constitute one and the same instrument. This Agreement may be modified only through a written instrument signed by both parties. Should any provision of this Agreement be declared void or unenforceable, such provision will be deemed amended to achieve as nearly as possible the same economic effect as the original terms and the remainder of this Agreement will remain in full force and effect. If a conflict arises between Customer's purchase order terms and this Agreement and Order(s), this Agreement and Order(s) shall take precedence. In the case of international, federal, state or local government orders, Customer purchase order must contain the following language: "This purchase order is being used for administrative purposes only and is subject to the terms and conditions of the 6x7 Master Service Agreement executed between Customer and 6x7."

## 17. Definitions

"Bandwidth Fees" Fees for usage of bandwidth provided under this Agreement as set forth in the Order.



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“Colocation Space” The physical area within 6x7’s Colocation facility identified in an Order.

“Customer Equipment” The computer, network, or other equipment placed by or for Customer in the Colocation Space, other than 6x7 Equipment.

“Fees” Charges and fees for Services charged to Customer by 6x7, exclusive of Taxes.

“6x7 Equipment” All computer equipment, software, networking hardware, shelving, cabling, cross-connects or other materials belonging to or furnished by 6x7.

“6x7 Parties” 6x7 and its affiliates, owners, partners, trustees, officers, directors, employees, and agents.

“Network” The network of routers, switches and circuits that are owned or controlled by 6x7.

“Order” An order for Service prepared by 6x7, submitted by Customer, and accepted by 6x7. 6x7 is under no obligation to accept an Order. For legacy purposes, an Order may also be called Quotation of Services (“Quote”). Customer and 6x7 may enter into subsequent Order(s), which will automatically become part of this Agreement. In the event of conflict between the terms of this Agreement and the terms of an Order, the terms of the Order shall control.

“Personnel” refers to employees, representatives, agents, contractors, or subcontractors.

“Ready For Service Date” refers to the date 6x7 has delivered the Service ready for customer use.

“Service” All services, goods and other offerings provided by 6x7 under an Order pursuant to this Agreement.

**APPENDIX A: INTERNET SERVICE** This appendix only applies if Customer is receiving Internet Service from 6x7 Electric.

**A.1 Acceptable Use Guidelines.** Customer will at all times comply with and conform its use of the Service to the 6x7 Acceptable Use Guidelines (set forth at 6x7’s website), as updated from time to time. In the event Customer violates 6x7’s Acceptable Use Guidelines, 6x7 shall have the right to immediately suspend Service. 6x7 will provide notice and opportunity to cure, if and to the extent 6x7 deems practicable, depending on the nature of the violation and availability of the Customer. 6x7, in its reasonable and sole discretion, may re-enable the Service upon satisfaction that all violations have ceased and



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with adequate assurance that such violations will not occur in the future.

A.2 Updates. 6x7 may update the 6x7 Acceptable Use Guidelines from time to time by posting such updates on 6x7's website. References herein to the 6x7 Acceptable Use Guidelines shall mean the most updated version of such policies or procedures posted on 6x7's web site. 6x7 shall notify Customer of any material changes to its policies and procedures.

A.3 Illegal Use. Customer will cooperate in any investigation of Customer's alleged illegal use of 6x7's facilities or other networks accessed through 6x7. If Customer fails to cooperate with any such investigation, 6x7 may suspend Customer's Service immediately. Additionally, 6x7 may modify or suspend Customer's Service in the event of illegal use of the Network or as necessary to comply with any law or regulation, including the Digital Millennium Copyright Act of 1998, 17 U.S.C. 512, as reasonably determined by 6x7.

A.4 Address Space. 6x7 will assign IP addresses to Customer based upon ARIN guidelines. Addresses assigned to Customer by 6x7 may only be used while a 6x7 Internet Service customer. If Customer has a valid address allocation from ARIN, RIPE, APNIC, LACNIC, or AFRINIC Customer may request 6x7 to announce it via BGP. 6x7 BGP is delivered in a truncated feed of approx. 120k prime routes plus a default. Full feed available at unique extra charge and must be requested.

A.5 Bandwidth Measurement. Bandwidth usage will be calculated by 6x7 using the 95<sup>th</sup> percentile of samplings taken at 5 minute intervals on a monthly basis. Samples are taken by 6x7 via SNMP from the 6x7 switch or router port Customer is directly connected to and are the greater of input or output bits per second. 95<sup>th</sup> percentile is determined by sorting the sample data from smallest to largest and discarding the top 5 percent, with the remaining largest sample designated as the 95<sup>th</sup> percentile.

## APPENDIX B: COLOCATION IN 6X7 FACILITIES

This appendix only applies if Customer is receiving Colocation from 6x7 in a 6x7 data center.

B.1 Use of Space. 6x7 grants Customer the right to operate Customer Equipment at the Colocation Space, as specified on Customer's Order. Except as specifically provided herein, Customer expressly assumes all risk of loss to Customer Equipment in the Colocation Space. Customer shall be liable to 6x7 for any damage to the Colocation facility, 6x7 Equipment or equipment of other 6x7 customers caused by Customer, Customer Equipment, or Customer's personnel. Customer Equipment shall be industry-accepted information and communication technology equipment suitable for use in a data





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center and shall retain the appropriate government approvals including without limitation CE, UL, and NEBS.

**B.2 Customer Equipment Installation and Removal.** Customer is responsible for all aspects of installation and removal of Customer Equipment, including bringing appropriate equipment, tools and packaging materials. Customer will install Customer Equipment in the Colocation Space after obtaining the appropriate authorization from 6x7 to access 6x7 premises. Customer will remove all packaging for Customer Equipment promptly after installation. Should Customer use an agent or other third party to deliver, install or remove Customer Equipment, Customer will be solely responsible for the acts of such party. At Customer's option, 6x7 will remove and package Customer Equipment and place Customer Equipment in a designated area for pick-up, on the condition that Customer either provide or pay for all needed packaging plus pay 6x7's packaging fees and charges. Within five (5) business days after authorization from 6x7, Customer will remove Customer Equipment from the designated area or arrange on a pre-paid basis for a carrier to pick-up and ship such equipment to Customer. Customer may request remote hands service for the purpose of installation of equipment that has been shipped preconfigured by Customer to 6x7.

**B.3 Designated Space.** 6x7 will designate space for Customer. All of Customer's equipment and property must be stored in Customer's designated space or removed from the premises by Customer. Equipment and other property left by Customer in an area other than the Customer's designated space may be considered abandoned by 6x7. In that event, 6x7 may, at its option either (a) retain such items as its property or dispose of them without accountability in such a manner as 6x7 shall determine, at Customer's expense, or (b) remove and store such items for Customer, at Customer's expense.

**B.4 Electrical Power.** Unless otherwise specified on Customer's Order, each cabinet or rack shall be supplied with TWO 110 VAC 15A electrical circuits connected to its own circuit breaker, however they are A and B feeds, therefore the combined power draw may only be ½ of the total continuous 80% de-rated load. At its sole option, 6x7 may elect to provide 208/240v power, in which case the amperage of circuits will be reduced accordingly. Customers may upgrade their power needs through placing an Order for upgraded services at any time. Any power distribution provided by 6x7 are subject to the Limitations of Liability contained within this Agreement. 6x7 does not keep track of the power requirements of customer equipment and will not be held liable by Customer if Customer, by action of Customer's personnel or by 6x7's personnel at the request of Customer, exceeds the rating of an electrical circuit, power strip, and/or circuit breaker. 6x7 Electric is not responsible for damage caused by loss of power due to a circuit breaker tripping, equipment failure, or other reason. If Customer uses more than ½ of 80 percent the rated number of amps on an A/B redundant electrical circuit (or in the case of shared



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cabinet customers more than the number of amps contracted) 1) 6x7 will notify Customer that they are over amperage on the circuit 2) After thirty days (30) if the over amperage condition is not cured, for each over amperage electrical circuit Customer will pay an additional over amperage fee equal to the monthly cost of the electrical circuit or the monthly cost of the cabinet if the electricity was included in the cabinet pricing. Customer is responsible for any damage to the circuit breaker, wiring, electrical outlet, power strip, or other electrical equipment caused by a sustained over amperage condition.

**B.5 Cross Connects.** Customer may run cross connects between Customer's adjacent cabinets at no charge. In addition to any cross connects between Customer's adjacent cabinets, Customer may request cross-connects through Customer's nonadjacent cabinets, within 6x7's facility, by placing an Order. Customer may request cross connects at the then current rate. All cross connects to cabinets other than Customer's cabinets or between Customer's nonadjacent cabinets shall be installed solely by 6x7 and no cross connects shall be performed in any other manner or location, unless otherwise permitted by 6x7 in writing at its sole discretion. 6x7 provides only SMF 1310nm LR optic cross-connects, no copper or MMF infrastructure is available. The term of the license of any such cross connects shall commence on the date of installation. Customer may terminate the license of any such cross connection upon at least thirty (30) days advance written notice to 6x7 (provided that, without limiting such notice period, the effective date of termination must be the first day of a calendar month). Customer shall not be entitled to any other cross connects or other connections. All cross connects shall be subject to the consent of the party with whom Customer wishes to connect.

**B.6 Remote Hands Service.** Customer may request 6x7 to perform "remote hands" service on Customer's equipment within 6x7's facilities. Remote hands service involves 6x7 personnel physically touching or inspecting Customer's equipment at Customer request. Remote hands tasks are limited to simple tasks such as pressing a button, flipping a switch, or hooking up a monitor and reporting what is on the screen, that take no longer than 15 minutes to perform. Remote hands tasks do not include configuration of customer equipment. Remote hands service does not include daily scheduled tasks such as tape changing. Customer may request a maximum of 1 hour of remote hands service per month at no charge. Remote hands service in excess of 1 hour is available at additional charge. Customer is not required to use the remote hands service. Customer may choose to use its own personnel to perform any task on its equipment at any time. Customer understands that computers and telecommunications equipment (hardware) are electromechanical devices and may fail. Customer is solely responsible for the maintenance and replacement of its hardware. 6x7 does not warrant either the results to be obtained from the remote hands service or that the remote hands service will be error free. Customer agrees to indemnify and hold harmless 6x7 against any loss, damage, cost and expense due to claims



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from Customer or third parties arising out of Customer's remote hands requests.

**B.7 Access and Security.** Customer personnel may access the Colocation Space as allowed by the access list provided by Customer to 6x7. 6x7 reserves the right to deny access to specific Customer personnel for billing or security reasons. Customer shall be responsible for any authorized or unauthorized access to Customer Equipment through the Internet and any resulting use of Service.

**B.8 Prohibited Uses.** Customer shall not do or allow any use which in the opinion of 6x7 (a) causes or is likely to cause damage or constitutes a nuisance or annoyance to the facility, equipment, personnel, or other customers (b) would violate a condition of standard fire insurance policy for data processing centers in California (c) would violate any certificate of occupancy for the building.



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**CUSTOMER**

A handwritten signature in black ink, appearing to read "John Cowan".

Signature

John Cowan

(Print Name)

CEO

Title

07 / 27 / 2020

Date

Company Name

Address

City, State, Postal Code

Country

Telephone

Email



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**6X7 NETWORKS SERVICE LEVEL AGREEMENT ADDENDUM**

THIS SERVICE LEVEL AGREEMENT APPLIES TO 6X7 NETWORKS ETHERNET SERVICE ORDERED BY CUSTOMERS PURSUANT TO AN AGREEMENT WITH 6X7 NETWORKS (“6x7”). FOR CUSTOMER’S CLAIMS RELATED TO SERVICE DEFICIENCIES, INTERRUPTIONS, OR FAILURES, CUSTOMER’S EXCLUSIVE REMEDIES ARE LIMITED TO THOSE REMEDIES SET FORTH IN THIS SLA.

**1. DEFINITIONS.**

**1.1** “AFFECTED SERVICE” MEANS WHEN A SERVICE EXPERIENCES UNAVAILABILITY.

**1.4** “CALENDAR MONTH” MEANS THE PERIOD BEGINNING AT MIDNIGHT ON THE FIRST DAY OF A MONTH AND ENDING AT 11:59PM ON THE LAST DAY OF THAT MONTH.

**1.5** “ELIGIBLE SERVICE CHARGES” MEANS CUSTOMER’S MRCs FOR THE AFFECTED SERVICE, INCLUDING BANDWIDTH AND AFFECTED CHARGES ASSOCIATED WITH THAT SERVICE, AFTER APPLICATION OF ANY CREDITS OR DISCOUNTS.

**2. GOALS.**

**A. AVAILABILITY.** CUSTOMER WILL, SUBJECT TO THE TERMS, EXCLUSIONS, AND RESTRICTIONS DESCRIBED IN THIS SLA, BE ENTITLED TO RECEIVE A CREDIT FROM 6X7 NETWORKS IF THE AVAILABILITY OF A SERVICE HOSTED, FOR ANY CALENDAR MONTH, FALLS BELOW THE PERCENTAGE SHOWN IN TABLE 1.0. THE CREDIT TO WHICH CUSTOMER MAY BE ENTITLED UNDER THIS SECTION WILL BE EQUAL TO THE APPLICABLE CREDIT PERCENTAGE, IDENTIFIED IN THE TABLE 1.0, OF THE ELIGIBLE SERVICE CHARGES.

6X7 NETWORKS PROVIDES AVAILABILITY SLA OF 99.9% PER MONTH BASED ON A CALENDAR MONTH, EXCLUDING MAINTENANCE WINDOWS AND OTHER EXCLUSIONS. A SERVICE IS CONSIDERED TO BE UNAVAILABLE WHEN IT IS UNABLE TO FORWARD CUSTOMER TRAFFIC. AN INTERRUPTION PERIOD STARTS WHEN AN UNAVAILABLE SERVICE IS REPORTED TO 6X7 NETWORKS AND ENDS WHEN SERVICE IS RESTORED.

AVAILABILITY PERCENTAGE IS CALCULATED AS FOLLOWS:

$$\frac{(\text{NUMBER OF MINUTES IN A CALENDAR MONTH}) - (\text{LONGEST SERVICE OUTAGE TIME IN MINUTES})}{\text{NUMBER OF MINUTES IN A CALENDAR MONTH}} \times 100$$

$$(\text{NUMBER OF MINUTES IN A CALENDAR MONTH})$$

**TABLE 1.0**

SLA CREDIT FOR EACH AFFECTED SERVICE (BASED ON SINGLE PATH NMI—6X7 NETWORKS DOES NOT OFFER DUAL PATH AT THIS TIME)

**B. SERVICE IMPACT.** CUSTOMER WILL, SUBJECT TO THE TERMS, EXCLUSIONS, AND RESTRICTIONS DESCRIBED IN THIS SLA, BE ENTITLED TO RECEIVE A CREDIT FROM 6X7 NETWORKS IF SERVICE DOES NOT MEET THE SERVICE PERFORMANCE OBJECTIVES.

% AVAILABILITY MIN	% AVAILABILITY MAX	SLA CREDIT % OF THE ELIGIBLE SERVICE CHARGES FOR THE AFFECTED SERVICE
100%	99.9%	0%
< 99.9%	98.7%	5%
< 98.7%	97.2%	10%
< 97.2%	96.5%	25%
< 96.5%	0%	50%



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#### 4. TERMS AND CONDITIONS.

**4.1** THIS SLA IS AVAILABLE TO CUSTOMERS WITH A MINIMUM OF A ONE YEAR COMMITMENT FOR EACH SERVICE. 6X7 NETWORKS WILL DETERMINE IN ITS SOLE DISCRETION WHAT RECORDS AND DATA WILL BE THE BASIS FOR ALL SLA CALCULATIONS AND DETERMINATIONS.

**4.2** 6X7 NETWORKS IS OFFERING THE SERVICE IN ACCORDANCE WITH THE AGREEMENT. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF THIS SLA AND THE AGREEMENT, THE TERMS OF THIS SLA WILL CONTROL.

**4.3** TO BE ELIGIBLE FOR A CREDIT UNDER THIS SLA, CUSTOMER MUST, IN ADDITION TO COMPLYING WITH THE OTHER TERMS INCLUDED IN THIS SLA: (A) BE IN GOOD STANDING WITH 6X7 NETWORKS AND CURRENT IN ITS OBLIGATIONS, OTHER THAN THOSE INVOICES RECOGNIZED AS BEING IN DISPUTE; AND (B) SUBMIT NECESSARY SUPPORTING DOCUMENTATION AND REQUEST REIMBURSEMENT OR CREDITS UNDER THIS SLA VIA CERTIFIED MAIL WITHIN 7 DAYS OF THE CONCLUSION OF THE MONTH IN WHICH THE REQUISITE UNAVAILABILITY OR DEGRADATION OCCURS. IN THE EVENT CUSTOMER FAILS TO COMPLY WITH THE CONDITION SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE, CUSTOMER WILL, WITH RESPECT TO THAT REMEDY, HAVE WAIVED ITS RIGHT TO SUCH REMEDY.

**4.4** CREDITS FOR ANY CALENDAR MONTH MUST EXCEED \$25.00 TO BE PROCESSED. IN NO CASE WILL 6X7 NETWORKS PROVIDE CREDIT TO CUSTOMER FOR AN AFFECTED SERVICE THAT EXCEEDS THE MONTHLY RECURRING CHARGE OR THE STATED APPLICABLE MAXIMUM CREDIT PERCENTAGE. CUSTOMER MAY RECEIVE CREDITS FOR A PARTICULAR AFFECTED SERVICE FOR A MAXIMUM OF FOUR MONTHS IN ANY 12 MONTH PERIOD. 6X7 NETWORKS WILL GIVE NOTICE TO CUSTOMER OF ANY SCHEDULED MAINTENANCE AS EARLY AS IS PRACTICABLE AND A SCHEDULED OUTAGE WILL UNDER NO CIRCUMSTANCES BE VIEWED AS A PERIOD OF UNAVAILABILITY UNDER THIS SLA. MULTIPLE SERVICE CREDITS WILL NOT BE GIVEN FOR THE SAME PERIOD OF TIME IF, IN DOING SO, THE CREDITS EXCEED THE MONTHLY RECURRING CHARGE. I.E., FAILURE TO MEET MULTIPLE CRITERIA DURING A PERIOD OF TIME GENERATES ONLY A SINGLE SERVICE CREDIT. HOWEVER TO THE EXTENT SUCH CREDITS DO NOT EXCEED THE MONTHLY RECURRING CHARGE, SUCH CREDITS ARE APPLICABLE AND SHALL BE EXTENDED TO CUSTOMER'S ACCOUNT.

**4.5** THE REMEDIES INCLUDED IN THIS SLA ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR DISRUPTION OF THE SERVICE AND WILL APPLY IN LIEU OF ANY OTHER SERVICE INTERRUPTION GUARANTEE OR CREDIT, OUTAGE GUARANTEE OR CREDIT, OR PERFORMANCE CREDIT FOR WHICH CUSTOMER MIGHT HAVE OTHERWISE BEEN ELIGIBLE.

**4.6** THE OBJECTIVES AND RELATED REMEDIES SET FORTH IN THIS DOCUMENT WILL NOT APPLY TO 6X7 NETWORKS SERVICES OTHER THAN LIT FIBER SERVICES.

**5. RESTRICTIONS AND EXCLUSIONS.** THIS SLA WILL NOT APPLY, AND CUSTOMER WILL NOT BE ENTITLED TO RECEIVE A CREDIT OR EXERCISE A TERMINATION RIGHT UNDER THIS SLA, IF THE SERVICE IS UNAVAILABLE OR IMPAIRED DUE TO ANY OF THE FOLLOWING:

**5.1** INTERRUPTIONS ON A SERVICE THAT IS NOT AN ACCEPTED SERVICE WHERE AN "ACCEPTED SERVICE" IS ONE THAT HAS BEEN ACCEPTED OR DEEMED ACCEPTED FOLLOWING PROVISIONING OF AN SERVICE ACTIVATION OR COMPLETION NOTICE;

**5.2** INTERRUPTIONS CAUSED BY THE NEGLIGENCE, ERROR, BREACH, LATCHES, OR OMISSION OF CUSTOMER OR OTHERS AUTHORIZED BY CUSTOMER TO USE OR MODIFY CUSTOMER'S SERVICE;

**5.3** INTERRUPTIONS DUE TO FAILURE OF POWER AT CUSTOMER PREMISES OR FAILURE OR POOR PERFORMANCE OF CUSTOMER PREMISES EQUIPMENT;

**5.4** INTERRUPTIONS AT ANY FACILITY IN WHICH 6X7 NETWORKS DOES NOT HAVE AUTONOMOUS UN-ESCORTED 24/7 ACCESS IN ORDER TO TIMELY RESTORE SERVICES, AND/OR INCLUDING WITHOUT LIMITATION, ANY PERIOD IN WHICH 6X7 NETWORKS OR ITS AGENTS ARE NOT AFFORDED ACCESS TO THE PREMISES WHERE THE ACCESS LINES ASSOCIATED WITH CUSTOMER'S SERVICE ARE TERMINATED;



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**5.5** INTERRUPTIONS DURING ANY PERIOD WHEN 6X7 NETWORKS HAS POSTED ON THE 6X7 NETWORKS WEB SITE OR COMMUNICATED TO CUSTOMER IN ANY OTHER MANNER THAT CUSTOMER'S SERVICE WILL BE UNAVAILABLE FOR MAINTENANCE OR REARRANGEMENT PURPOSES, OR CUSTOMER HAS RELEASED THE SERVICE TO 6X7 NETWORKS FOR THE INSTALLATION OF A SERVICE; DISRUPTIONS IN INTERNET TRAFFIC CAUSED BY COMPANIES UPSTREAM FROM 6X7 NETWORKS; EXCESSIVELY LONG POWER OUTAGES, WHERE BACK-UP GENERATORS OR BACK-UP POWER SUPPLIES FAIL OR BECOME INOPERABLE; DISRUPTIONS CAUSED BY A FAILURE OF POWER OR EQUIPMENT PROVIDED BY THE CUSTOMER OR ANY THIRD PARTY; DISRUPTIONS DUE TO A FORCE MAJEURE EVENT. NO CREDIT IS AVAILABLE FOR A CUSTOMER (A) THAT IS BLOCKING 6X7 FROM MONITORING CUSTOMER'S PREMISES ROUTER; (B) THAT DOES NOT PROVIDE THE NECESSARY ACCESS TO PERSONNEL AND FACILITIES AT THE CUSTOMER'S PREMISES TO ENABLE COGENT TO PERFORM COMPREHENSIVE TROUBLESHOOTING. 6X7 IS NOT LIABLE FOR FAILURE TO FULFILL ITS OBLIGATIONS HEREUNDER IF SUCH FAILURE IS DUE TO CUSTOMER'S USE OF BANDWIDTH IN EXCESS OF THE MAXIMUM AMOUNT SPECIFIED IN CUSTOMER'S AGREEMENT, CUSTOMER'S TAMPERING WITH ANY EQUIPMENT, OR ACTS BEYOND 6X7 REASONABLE CONTROL, SUCH AS FORCE MAJEURE.

**5.6** INTERRUPTIONS DURING ANY PERIOD WHEN CUSTOMER ELECTS NOT TO RELEASE THE NETWORK FOR TESTING AND/OR REPAIR AND CONTINUES TO USE IT ON AN IMPAIRED BASIS;

**5.7** INTERRUPTIONS RESULTING FROM FORCE MAJEURE EVENTS AS DEFINED IN CUSTOMER'S AGREEMENT FOR SERVICE;

**5.8** INTERRUPTIONS RESULTING FROM CUSTOMER'S USE OF SERVICE IN AN UNAUTHORIZED OR UNLAWFUL MANNER;

**5.9** INTERRUPTIONS RESULTING FROM A 6X7 NETWORKS DISCONNECT FOR CUSTOMER'S BREACH OF A TERM SET FORTH IN THE AGREEMENT PURSUANT TO WHICH 6X7 NETWORKS IS PROVIDING THE SERVICE TO CUSTOMER;

**5.10** INTERRUPTIONS RESULTING FROM INCORRECT, INCOMPLETE, OR INACCURATE ORDERS FROM CUSTOMER;

**5.11** INTERRUPTIONS DUE TO IMPROPER OR INACCURATE NETWORK SPECIFICATIONS PROVIDED BY CUSTOMER;

**5.12** THIS SLA REQUIRES A COMPANION QUOTATION INDICATING THE SLA AND TERMS OF THAT SLA, OTHERWISE BEST EFFORT.

**5.13** INTERRUPTIONS RESULTING FROM A FAILURE OF A CARRIER OTHER THAN 6X7 NETWORKS PROVIDING LOCAL ACCESS OR AN OFF-NET SERVICE; OR SPECIAL CONFIGURATIONS OF THE STANDARD SERVICE THAT HAVE BEEN MUTUALLY AGREED TO BY 6X7 NETWORKS AND CUSTOMER.

**6x7 Networks, LLC**  
 5030 3rd St  
 San Francisco, CA 94124  
 8888888591

# INVOICE

<b>Invoice #</b>	003
<b>Invoice Date</b>	09/14/20
<b>Amount Due:</b>	<b>\$2,000.00</b>

EDJX Inc  
 8601 Six Forks Road  
 Suite 400  
 Raleigh, NC 27615  
 United States

2401 Walsh Avenue  
 Santa Clara, CA 95051  
 United States

<b>Due Date</b>	<b>Terms</b>
10/14/20	Net 30

<b>Description</b>	<b>Price</b>	<b>Amount</b>
1x 10,000Mbit / 10,000Mbit Layer3 SMF 1310nm HARDWARE ENCRYPTED 7/272020-8/27/2020	\$2,000.00	\$2,000.00
1x 10,000Mbit / 10,000Mbit Layer3 SMF 1310nm HARDWARE ENCRYPTED REDUNDANT CIRCUIT TO SECOND CORE ROUTER	\$0.00	\$0.00

<b>Subtotal:</b>	\$2,000.00
<b>Sales Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	\$2,000.00
<b>Payments:</b>	\$0.00
<b>Amount Due:</b>	<b>\$2,000.00</b>

To pay online, go to <https://app02.us.bill.com/p/00802VVVUWAMHBCOVit0>



# 6x7 Networks, LLC

## Invoice

+1 707-235-8663

Invoice number 3DD42CDA-0002

Date of issue Aug 9, 2020

Date due Aug 10, 2020

**Bill to**

EDJX

8601 Six Forks Road

Suite 400

Raleigh, North Carolina 27615

United States

accounting@edjx.io

**Ship to**

EDJX

8601 Six Forks Road

Suite 400

Raleigh, North Carolina 27615

United States

## \$12,000.00 due August 10, 2020

WIRE INFO: Financial Institution: Citibank, NA

ABA: 321171184

Account Number: 207178930

Payee: 6x7 Networks, LLC

Description	Qty	Unit price	Amount
1x 10,000Mbit / 10,000Mbit Layer3 SMF 1310nm HARDWARE ENCRYPTED MRC: \$2000	1	\$2,000.00	\$2,000.00
1x 10,000Mbit / 10,000Mbit Layer3 SMF 1310nm HARDWARE ENCRYPTED NRC: \$10,000	1	\$10,000.00	\$10,000.00
<b>Subtotal</b>			<b>\$12,000.00</b>

**Pay \$12,000.00 with ACH or wire transfer**

Bank WELLS FARGO BANK, N.A.

Routing

Account

SWIFT

**Pay \$12,000.00 with card**Visit [pay.stripe.com/i/invst\\_HnupuAovMuDMuEOEWIIFhIFELV5PCUF](https://pay.stripe.com/i/invst_HnupuAovMuDMuEOEWIIFhIFELV5PCUF)

Questions? Call 6x7 Networks, LLC at +17072358663.

3DD42CDA-0002 – Page 1 of 2

Amount due	\$12,000.00
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**Pay \$12,000.00 with ACH or wire transfer**

Bank WELLS FARGO BANK, N.A.

Routing 

Account 

SWIFT 

**Pay \$12,000.00 with card**

Visit [pay.stripe.com/i/invst\\_HnupuAovMuDMuEOEWIIFhifELV5PCUF](https://pay.stripe.com/i/invst_HnupuAovMuDMuEOEWIIFhifELV5PCUF)

**6x7 Networks, LLC**  
 5030 3rd St  
 San Francisco, CA 94124  
 8888888591

# INVOICE

<b>Invoice #</b>	006
<b>Invoice Date</b>	09/15/20
<b>Amount Due:</b>	<b>\$2,000.00</b>

EDJX Inc  
 8601 Six Forks Road  
 Suite 400  
 Raleigh, NC 27615  
 United States

2401 Walsh Avenue  
 Santa Clara, CA 95051  
 United States

<b>Due Date</b>	<b>Terms</b>
10/15/20	Net 30

<b>Description</b>	<b>Price</b>	<b>Amount</b>
1x 10,000Mbit / 10,000Mbit Layer3 SMF 1310nm HARDWARE ENCRYPTED 8/272020-9/27/2020	\$2,000.00	\$2,000.00
1x 10,000Mbit / 10,000Mbit Layer3 SMF 1310nm HARDWARE ENCRYPTED REDUNDANT CIRCUIT TO SECOND CORE ROUTER	\$0.00	\$0.00

<b>Subtotal:</b>	\$2,000.00
<b>Sales Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	\$2,000.00
<b>Payments:</b>	\$0.00
<b>Amount Due:</b>	<b>\$2,000.00</b>

To pay online, go to <https://app02.us.bill.com/p/00802VVVUWAMHBCOVit0>

**6x7 Networks, LLC**  
 5030 3rd St  
 San Francisco, CA 94124  
 8888888591

# INVOICE

<b>Invoice #</b>	020
<b>Invoice Date</b>	09/27/20
<b>Amount Due:</b>	<b>\$2,000.00</b>

EDJX Inc  
 8601 Six Forks Road  
 Suite 400  
 Raleigh, NC 27615  
 United States

2401 Walsh Avenue  
 Santa Clara, CA 95051  
 United States

<b>Due Date</b>	<b>Terms</b>
10/27/20	Net 30

<b>Description</b>	<b>Price</b>	<b>Amount</b>
1x 10,000Mbit / 10,000Mbit Layer3 SMF 1310nm HARDWARE ENCRYPTED	\$2,000.00	\$2,000.00
1x 10,000Mbit / 10,000Mbit Layer3 SMF 1310nm HARDWARE ENCRYPTED REDUNDANT CIRCUIT TO SECOND CORE ROUTER	\$0.00	\$0.00

9/272020-10/27/2020	<b>Subtotal:</b>	\$2,000.00
	<b>Sales Tax:</b>	<b>\$0.00</b>
	<b>Total:</b>	\$2,000.00
	<b>Payments:</b>	<b>\$0.00</b>
	<b>Amount Due:</b>	<b>\$2,000.00</b>

Please be advised our ACH/Wire information has recently changed:

Silicon Valley Bank  
 Account Name: 6x7 Networks, LLC  
 SVB Account: [REDACTED]  
 SVB ABA: [REDACTED]

To pay online, go to <https://app02.us.bill.com/p/00802VVVUWAMHBCOVit0>

**6x7 Networks, LLC**  
 5030 3rd St  
 San Francisco, CA 94124  
 8888888591

# INVOICE

<b>Invoice #</b>	1032
<b>Invoice Date</b>	10/27/20
<b>Amount Due:</b>	<b>\$3,044.00</b>

EDJX Inc  
 8601 Six Forks Road  
 Suite 400  
 Raleigh, NC 27615  
 United States

2401 Walsh Avenue  
 Santa Clara, CA 95051  
 United States

<b>Due Date</b>	<b>Terms</b>
10/27/20	Due upon receipt

<b>Description</b>	<b>Price</b>	<b>Amount</b>
1x 10,000Mbit / 10,000Mbit Layer3 SMF 1310nm HARDWARE ENCRYPTED	\$2,000.00	\$2,000.00
1x 10,000Mbit / 10,000Mbit Layer3 SMF 1310nm HARDWARE ENCRYPTED REDUNDANT CIRCUIT TO SECOND CORE ROUTER	\$0.00	\$0.00
Administrative Fee	\$40.00	\$40.00
Federal Universal Service Charge	\$100.00	\$100.00
Regulatory Cost Recovery Charge	\$240.00	\$240.00
State Public Utility Surcharge	\$20.00	\$20.00
CA Advanced Services Fund (CASF)	\$160.00	\$160.00
CA State Sales Tax	\$160.00	\$160.00
City Utility Users Tax	\$20.00	\$20.00
County District Sales Tax	\$30.00	\$30.00
County Sales Tax	\$10.00	\$10.00
Local Emergency Services E911 Surcharge	\$40.00	\$40.00
Relay Service Device Fund	\$20.00	\$20.00
State 911 Tax	\$24.00	\$24.00
Teleconnect Fund	\$34.00	\$34.00
Universal Lifeline	\$38.00	\$38.00
CA High Cost Fund A	\$60.00	\$60.00
CA TRS	\$22.00	\$22.00
Utility Users Tax	\$26.00	\$26.00

Invoices billed 1 month in advance of service period

<b>Subtotal:</b>	\$3,044.00
<b>Sales Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	\$3,044.00
<b>Payments:</b>	<b>\$0.00</b>
<b>Amount Due:</b>	<b>\$3,044.00</b>

Please be advised our ACH/Wire information has recently changed:

Silicon Valley Bank  
 Account Name: 6x7 Networks, LLC  
 SVB Account: [REDACTED]  
 SVB ABA: [REDACTED]

To pay online, go to <https://app02.us.bill.com/p/00802VVVUWAMHBCOVit0>

**6x7 Networks, LLC**  
 5030 3rd St  
 San Francisco, CA 94124  
 8888888591

# INVOICE

<b>Invoice #</b>	1040
<b>Invoice Date</b>	11/16/20
<b>Amount Due:</b>	<b>\$3,044.00</b>

EDJX Inc  
 8601 Six Forks Road  
 Suite 400  
 Raleigh, NC 27615  
 United States

2401 Walsh Avenue  
 Santa Clara, CA 95051  
 United States

<b>Due Date</b>	<b>Terms</b>
11/16/20	Due upon receipt

<b>Description</b>	<b>Price</b>	<b>Amount</b>
1x 10,000Mbit / 10,000Mbit Layer3 SMF 1310nm HARDWARE ENCRYPTED	\$2,000.00	\$2,000.00
1x 10,000Mbit / 10,000Mbit Layer3 SMF 1310nm HARDWARE ENCRYPTED REDUNDANT CIRCUIT TO SECOND CORE ROUTER	\$0.00	\$0.00
Administrative Fee	\$40.00	\$40.00
Federal Universal Service Charge	\$100.00	\$100.00
Regulatory Cost Recovery Charge	\$240.00	\$240.00
State Public Utility Surcharge	\$20.00	\$20.00
CA Advanced Services Fund (CASF)	\$160.00	\$160.00
CA State Sales Tax	\$160.00	\$160.00
City Utility Users Tax	\$20.00	\$20.00
County District Sales Tax	\$30.00	\$30.00
County Sales Tax	\$10.00	\$10.00
Local Emergency Services E911 Surcharge	\$40.00	\$40.00
Relay Service Device Fund	\$20.00	\$20.00
State 911 Tax	\$24.00	\$24.00
Teleconnect Fund	\$34.00	\$34.00
Universal Lifeline	\$38.00	\$38.00
CA High Cost Fund A	\$60.00	\$60.00
CA TRS	\$22.00	\$22.00
Utility Users Tax	\$26.00	\$26.00

11/27/2020-12/27/2020

<b>Subtotal:</b>	\$3,044.00
<b>Sales Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	\$3,044.00
<b>Payments:</b>	<b>\$0.00</b>
<b>Amount Due:</b>	<b>\$3,044.00</b>

Please be advised our ACH/Wire information has recently changed:

Silicon Valley Bank  
 Account Name: 6x7 Networks, LLC  
 SVB Account: [REDACTED]  
 SVB ABA: [REDACTED]



To pay online, go to <https://app02.us.bill.com/p/00802VVVUWAMHBCOVit0>

**6x7 Networks, LLC**  
 5030 3rd St  
 San Francisco, CA 94124  
 8888888591

# INVOICE

<b>Invoice #</b>	1044
<b>Invoice Date</b>	11/27/20
<b>Amount Due:</b>	<b>\$3,044.00</b>

EDJX Inc  
 8601 Six Forks Road  
 Suite 400  
 Raleigh, NC 27615  
 United States

2401 Walsh Avenue  
 Santa Clara, CA 95051  
 United States

<b>Due Date</b>	<b>Terms</b>
11/27/20	Due upon receipt

<b>Description</b>	<b>Price</b>	<b>Amount</b>
1x 10,000Mbit / 10,000Mbit Layer3 SMF 1310nm HARDWARE ENCRYPTED	\$2,000.00	\$2,000.00
1x 10,000Mbit / 10,000Mbit Layer3 SMF 1310nm HARDWARE ENCRYPTED REDUNDANT CIRCUIT TO SECOND CORE ROUTER	\$0.00	\$0.00
Administrative Fee	\$40.00	\$40.00
Federal Universal Service Charge	\$100.00	\$100.00
Regulatory Cost Recovery Charge	\$240.00	\$240.00
State Public Utility Surcharge	\$20.00	\$20.00
CA Advanced Services Fund (CASF)	\$160.00	\$160.00
CA State Sales Tax	\$160.00	\$160.00
City Utility Users Tax	\$20.00	\$20.00
County District Sales Tax	\$30.00	\$30.00
County Sales Tax	\$10.00	\$10.00
Local Emergency Services E911 Surcharge	\$40.00	\$40.00
Relay Service Device Fund	\$20.00	\$20.00
State 911 Tax	\$24.00	\$24.00
Teleconnect Fund	\$34.00	\$34.00
Universal Lifeline	\$38.00	\$38.00
CA High Cost Fund A	\$60.00	\$60.00
CA TRS	\$22.00	\$22.00
Utility Users Tax	\$26.00	\$26.00

Invoices billed 1 month in advance of service period

<b>Subtotal:</b>	\$3,044.00
<b>Sales Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	\$3,044.00
<b>Payments:</b>	<b>\$0.00</b>
<b>Amount Due:</b>	<b>\$3,044.00</b>

Please be advised our ACH/Wire information has recently changed:

Silicon Valley Bank  
 Account Name: 6x7 Networks, LLC  
 SVB Account: [REDACTED]  
 SVB ABA: [REDACTED]

To pay online, go to <https://app02.us.bill.com/p/00802VVVUWAMHBCOVit0>

**6x7 Networks, LLC**  
 5030 3rd St  
 San Francisco, CA 94124  
 8888888591

# INVOICE

<b>Invoice #</b>	1052
<b>Invoice Date</b>	12/27/20
<b>Amount Due:</b>	<b>\$3,044.00</b>

EDJX Inc  
 8601 Six Forks Road  
 Suite 400  
 Raleigh, NC 27615  
 United States

2401 Walsh Avenue  
 Santa Clara, CA 95051  
 United States

<b>Due Date</b>	<b>Terms</b>
12/27/20	Due upon receipt

<b>Description</b>	<b>Price</b>	<b>Amount</b>
1x 10,000Mbit / 10,000Mbit Layer3 SMF 1310nm HARDWARE ENCRYPTED	\$2,000.00	\$2,000.00
1x 10,000Mbit / 10,000Mbit Layer3 SMF 1310nm HARDWARE ENCRYPTED REDUNDANT CIRCUIT TO SECOND CORE ROUTER	\$0.00	\$0.00
Administrative Fee	\$40.00	\$40.00
Federal Universal Service Charge	\$100.00	\$100.00
Regulatory Cost Recovery Charge	\$240.00	\$240.00
State Public Utility Surcharge	\$20.00	\$20.00
CA Advanced Services Fund (CASF)	\$160.00	\$160.00
CA State Sales Tax	\$160.00	\$160.00
City Utility Users Tax	\$20.00	\$20.00
County District Sales Tax	\$30.00	\$30.00
County Sales Tax	\$10.00	\$10.00
Local Emergency Services E911 Surcharge	\$40.00	\$40.00
Relay Service Device Fund	\$20.00	\$20.00
State 911 Tax	\$24.00	\$24.00
Teleconnect Fund	\$34.00	\$34.00
Universal Lifeline	\$38.00	\$38.00
CA High Cost Fund A	\$60.00	\$60.00
CA TRS	\$22.00	\$22.00
Utility Users Tax	\$26.00	\$26.00

Invoices billed 1 month in advance of service period

<b>Subtotal:</b>	\$3,044.00
<b>Sales Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	\$3,044.00
<b>Payments:</b>	<b>\$0.00</b>
<b>Amount Due:</b>	<b>\$3,044.00</b>

Please be advised our ACH/Wire information has recently changed:

Silicon Valley Bank  
 Account Name: 6x7 Networks, LLC  
 SVB Account: [REDACTED]  
 SVB ABA: [REDACTED]

To pay online, go to <https://app02.us.bill.com/p/00802VVVUWAMHBCOVit0>

**6x7 Networks, LLC**  
 5030 3rd St  
 San Francisco, CA 94124  
 8888888591

# INVOICE

<b>Invoice #</b>	1059
<b>Invoice Date</b>	01/27/21
<b>Amount Due:</b>	<b>\$2,949.00</b>

EDJX Inc  
 8601 Six Forks Road  
 Suite 400  
 Raleigh, NC 27615  
 United States

2401 Walsh Avenue  
 Santa Clara, CA 95051  
 United States

<b>Due Date</b>	<b>Terms</b>
01/27/21	Due upon receipt

<b>Description</b>	<b>Price</b>	<b>Amount</b>
1x 10,000Mbit / 10,000Mbit Layer3 SMF 1310nm HARDWARE ENCRYPTED	\$2,000.00	\$2,000.00
1x 10,000Mbit / 10,000Mbit Layer3 SMF 1310nm HARDWARE ENCRYPTED REDUNDANT CIRCUIT TO SECOND CORE ROUTER	\$0.00	\$0.00
Administrative Fee	\$40.00	\$40.00
Federal Universal Service Charge	\$100.00	\$100.00
Regulatory Cost Recovery Charge	\$120.00	\$120.00
State Public Utility Surcharge	\$20.00	\$20.00
CA Advanced Services Fund (CASF)	\$165.00	\$165.00
CA State Sales Tax	\$160.00	\$160.00
City Utility Users Tax	\$20.00	\$20.00
County District Sales Tax	\$30.00	\$30.00
County Sales Tax	\$10.00	\$10.00
Local Emergency Services E911 Surcharge	\$40.00	\$40.00
Relay Service Device Fund	\$20.00	\$20.00
State 911 Tax	\$24.00	\$24.00
Teleconnect Fund	\$34.00	\$34.00
Universal Lifeline	\$38.00	\$38.00
CA High Cost Fund A	\$80.00	\$80.00
CA TRS	\$22.00	\$22.00
Utility Users Tax	\$26.00	\$26.00

Invoices billed 1 month in advance of service period

<b>Subtotal:</b>	\$2,949.00
<b>Sales Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	\$2,949.00
<b>Payments:</b>	<b>\$0.00</b>
<b>Amount Due:</b>	<b>\$2,949.00</b>

Please be advised our ACH/Wire information has recently changed:

Silicon Valley Bank  
 Account Name: 6x7 Networks, LLC  
 SVB Account: [REDACTED]  
 SVB ABA: [REDACTED]

To pay online, go to <https://app02.us.bill.com/p/00802VVVUWAMHBCOVit0>

**6x7 Networks, LLC**  
 5030 3rd St  
 San Francisco, CA 94124  
 8888888591

# INVOICE

<b>Invoice #</b>	1080
<b>Invoice Date</b>	02/27/21
<b>Amount Due:</b>	<b>\$2,949.00</b>

EDJX Inc  
 8601 Six Forks Road  
 Suite 400  
 Raleigh, NC 27615  
 United States

2401 Walsh Avenue  
 Santa Clara, CA 95051  
 United States

<b>Due Date</b>	<b>Terms</b>
02/27/21	Due upon receipt

<b>Description</b>	<b>Amount</b>
1x 10,000Mbit / 10,000Mbit Layer3 SMF 1310nm HARDWARE ENCRYPTED	\$2,000.00
1x 10,000Mbit / 10,000Mbit Layer3 SMF 1310nm HARDWARE ENCRYPTED REDUNDANT CIRCUIT TO SECOND CORE ROUTER	\$0.00
Administrative Fee	\$40.00
Federal Universal Service Charge	\$100.00
Regulatory Cost Recovery Charge	\$120.00
State Public Utility Surcharge	\$20.00
CA Advanced Services Fund (CASF)	\$165.00
CA State Sales Tax	\$160.00
City Utility Users Tax	\$20.00
County District Sales Tax	\$30.00
County Sales Tax	\$10.00
Local Emergency Services E911 Surcharge	\$40.00
Relay Service Device Fund	\$20.00
State 911 Tax	\$24.00
Teleconnect Fund	\$34.00
Universal Lifeline	\$38.00
CA High Cost Fund A	\$80.00
CA TRS	\$22.00
Utility Users Tax	\$26.00

Invoices billed 1 month in advance of service period

<b>Subtotal:</b>	\$2,949.00
<b>Sales Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	\$2,949.00
<b>Payments:</b>	<b>\$0.00</b>
<b>Amount Due:</b>	<b>\$2,949.00</b>

Please be advised our ACH/Wire information has recently changed:

Silicon Valley Bank  
 Account Name: 6x7 Networks, LLC  
 SVB Account: [REDACTED]  
 SVB ABA: [REDACTED]



To pay online, go to <https://app02.us.bill.com/p/00802VVVUWAMHBCOVit0>

**6x7 Networks, LLC**  
 5030 3rd St  
 San Francisco, CA 94124  
 8888888591

# INVOICE

<b>Invoice #</b>	1088
<b>Invoice Date</b>	03/27/21
<b>Amount Due:</b>	<b>\$2,949.00</b>

EDJX Inc  
 8601 Six Forks Road  
 Suite 400  
 Raleigh, NC 27615  
 United States

2401 Walsh Avenue  
 Santa Clara, CA 95051  
 United States

<b>Due Date</b>	<b>Terms</b>
03/27/21	Due upon receipt

<b>Description</b>	<b>Amount</b>
1x 10,000Mbit / 10,000Mbit Layer3 SMF 1310nm HARDWARE ENCRYPTED	\$2,000.00
1x 10,000Mbit / 10,000Mbit Layer3 SMF 1310nm HARDWARE ENCRYPTED REDUNDANT CIRCUIT TO SECOND CORE ROUTER	\$0.00
Administrative Fee	\$40.00
Federal Universal Service Charge	\$100.00
Regulatory Cost Recovery Charge	\$120.00
State Public Utility Surcharge	\$20.00
CA Advanced Services Fund (CASF)	\$165.00
CA State Sales Tax	\$160.00
City Utility Users Tax	\$20.00
County District Sales Tax	\$30.00
County Sales Tax	\$10.00
Local Emergency Services E911 Surcharge	\$40.00
Relay Service Device Fund	\$20.00
State 911 Tax	\$24.00
Teleconnect Fund	\$34.00
Universal Lifeline	\$38.00
CA High Cost Fund A	\$80.00
CA TRS	\$22.00
Utility Users Tax	\$26.00

Invoices billed 1 month in advance of service period

<b>Subtotal:</b>	\$2,949.00
<b>Sales Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	\$2,949.00
<b>Payments:</b>	<b>\$0.00</b>
<b>Amount Due:</b>	<b>\$2,949.00</b>

Please be advised our ACH/Wire information has recently changed:

Silicon Valley Bank  
 Account Name: 6x7 Networks, LLC  
 SVB Account: [REDACTED]  
 SVB ABA: [REDACTED]

To pay online, go to <https://app02.us.bill.com/p/00802VVVUWAMHBCOVit0>

**Subject:** Fwd: Service Termination  
**From:** Mike Preston <mpreston@edjx.io>  
**Date:** 3/31/2021, 8:26 AM  
**To:** "Andrew G. Watters" <andrew@andrewwatters.com>, John Cowan <jcowan@edjx.io>

----- Forwarded message -----

**From:** Caitlyn Wooten <[caitlyn.wooten@6by7.net](mailto:caitlyn.wooten@6by7.net)>  
**Date:** Tue, Mar 30, 2021 at 11:05 PM  
**Subject:** Fwd: Service Termination  
**To:** <[jcowan@edjx.io](mailto:jcowan@edjx.io)>, Jolene Cross <[accounting@edjx.io](mailto:accounting@edjx.io)>

**\*\*DEFAULT NOTICE OF NON-PAYMENT & CONTRACT BREACH\*\***  
**\*\*Services Will Be Terminated in 5 Business Days\*\***

3/30/2021

Attn:  
EDJX Inc  
8601 Six Forks Road Suite 400  
Raleigh NC 27615  
VIA EMAIL ONLY

**Re: FINAL NOTICE OF NON-PAYMENT & CONTRACT BREACH – All Services Will Be Terminated in 5 Business Days;**

Dear EDJX Inc team,

As you know, the account, EDJX Inc with 6x7 Networks, is in default for non-payment. You have communicated to us your intentions not to pay, and you have a past-due balance. You have also communicated your intentions to breach the partnership and have completely failed to hold up your end of our relationship. In addition, you have failed to order the 60+ sites you agreed to order through us, as a condition of the discounted price we extended you.

6x7 previously notified you that the EDJX Inc account was past due and cautioned that the failure to immediately pay your outstanding past-due balance and meet mutually agreed-upon partnership milestones would result in 6x7 disconnecting your services, terminating your services contracts with 6x7, imposing the early termination charges permitted by your services contracts, and referring this matter to a collections agency or litigation.

Additionally, EDJX and 6x7 Networks have gone into contract to have a minimum of 20 active sites by 1/30/2020 (see quote in MOU attached), of which only 2 have been activated. EDJX has been in material breach for over 14 months. 6x7 Networks has repeatedly given notice as to the breach and

does so again herein.

**As of the date of this communication, EDJX Inc owes \$738,600.00 in past-due charges to 6x7.** 6x7 has exercised its right to place an AR Hold Lien on any customer equipment. This communication constitutes 6x7's final notice prior to terminating EDJX Inc's services.

- If 6x7 does not receive your full outstanding past-due balance of **\$738,600.00 (seven hundred and thirty-eight thousand six hundred dollars and 00/100 cents) by 5 pm on April 5, 2021, 6x7 will disconnect your services** (2x 10 Gbps, 2401 Walsh St, \$2000 MRC; 4 dedicated 10 Gbps connections, Discovery unit 410 Townsend, List Pricing), terminate your services contract with 6x7, impose the early termination charge permitted by your services contract, and refer the outstanding balance to counsel for immediate litigation.
- If the account is disconnected, there will be 52 months left on your contract. This will result in an early termination charge of an additional **\$1,168,000.00** on top of your current balance due, and any customer equipment will be liquidated. This is based on your monthly service charges of \$2,000 through June 26, 2025 and \$19,200 (4 dedicated 10 Gbps connections, Discovery unit 410 Townsend, List Pricing) through March 21, 2025. There will also be a security restoral charge added to your account as a fee.
- If the account is disconnected, there will be 46 months left on the additional 18 sites stipulated in the MOU. This will result in an early termination charge of an additional **\$1,656,000.00** on top of the current balance due. This is based on the contracted monthly revenue of \$2,000 for 18 sites through January 31, 2025.
- Additionally, if the service goes to disconnect we will require a security deposit. The deposit may be refunded after a sufficient payment history no longer warrants the deposit, at our sole discretion.

**\*\*\* The above sums do not include the 60 Cyxterra sites you agreed to enter into a contract with us for (see LOI attached), if this goes to litigation, we will fully accelerate all 59 additional sites as well.**

**\*\*\* The above sums do not include the 1220 buildings for the Department of Transportation (see LOI attached) project, if this goes to litigation, we will fully accelerate all 1220 buildings as well.**

If you have any questions, please contact us at [caitlyn.wooten@6by7.net](mailto:caitlyn.wooten@6by7.net) to discuss this matter.

Very Truly Yours,  
6x7 Accounts Receivable



**Caitlyn Wooten**  
Accounts Receivable  
6x7 Networks | 1.847.306.9725

NOTICE: This email is protected by the Electronic Communications Privacy Act, 18 U.S.C. Sections 2510-2521. Nothing in this message should be interpreted as a digital or electronic signature. If you are not the intended recipient, please do not read, copy, use, forward or disclose this communication to others.

--

Michael Preston  
EDJX, Inc.  
919-614-2759  
[mpreston@edjx.io](mailto:mpreston@edjx.io)

CONFIDENTIALITY NOTICE:

The contents of this email message and any attachments are intended solely for the addressee(s) and constitute confidential unpublished work and/or privileged information that is legally protected from disclosure.

— Attachments: —

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EDJX6x7-MOU (countersigned) (1) (1) (1) (1) (2) (2) (1) (2) (1).pdf	1.5 MB
6x7_-_EDJX_-_LOI__Cyxtera_Deployment_(3) (2) (2) (1) (2) (1).pdf	258 KB
6x7_-_EDJX_-_LOI__DoT_Project_(3) (2) (2) (1) (2) (1).pdf	253 KB
Cyxtera_SF01_-_2401_Walsh_Ave__Santa_Clara__CA_95051-ben_6by7.net (1).pdf	866 KB



**John Cowan**  
 Chief Executive Officer  
 EDJX, Inc (edjx.io)

**Oct 15, 2020**

**Ms. Lady Benjamin PD Cannon, ASCE**  
 Chief Executive Officer  
 6x7 Networks, LLC  
 5030 3rd st  
 San Francisco CA 94124  
 ben@6by7.net

**Letter of Intent of EDJX**  
**for**  
**Cyxtera Portfolio Deployment**

Dear 6x7 Networks,

EDJX is an edge computing platform that makes it easy to write IoT applications using serverless computing, increase the responsiveness of edge applications, and secure edge data at the source.

We help businesses handle the explosive demand for data processing to serve real-world edge computing applications including industrial IoT, artificial intelligence, augmented reality, and robotics. Led by cloud industry veterans John Cowan and James Thomason, EDJX is a privately held company based in Raleigh, NC.

EDJX's distributed cloud computing platform requires a massive data center footprint. To accomplish this, EDJX has partnered with 6x7 Networks and Cyxtera Data Centers to establish points of presence (POPs) across their entire U.S. portfolio subject to the timing, demands and commercial approval of Cyxtera.

6x7 Networks will provide quadverse control plane redundancy and carrier backhaul at all locations via its ***All-Cisco global backbone network.***

The following comprises the future architecture and Datacenter locations.

	PROJECT LOCATIONS		MRC	NRC
1	45901 Nokes Blvd., Sterling, VA, 20166	2x 10 Gbps DIA + Carrier POP	\$ 2,000.00	\$ 10,000.00
2	21110 Ridgetop Circle, Sterling, VA, 20166	2x 10 Gbps DIA + Carrier POP	\$ 2,000.00	\$ 10,000.00



3	9310 Florida Palm Dr., Tampa, FL, 33619	2x 10 Gbps DIA + Carrier POP	\$ 2,000.00	\$ 10,000.00
4	2401 Walsh Avenue Santa Clara, CA 95051	2x 10 Gbps DIA + Carrier POP	\$ 2,000.00	\$ 10,000.00
5	4700 Old Iron Sides Drive, Santa Clara, CA 95054	2x 10 Gbps DIA + Carrier POP	\$ 2,000.00	\$ 10,000.00
6	12301 Tukwila International Blvd, Tukwila, WA, 98168	2x 10 Gbps DIA + Carrier POP	\$ 2,000.00	\$ 10,000.00
7	615 North 48th Street, Phoenix, AZ, 85002	2x 10 Gbps DIA + Carrier POP	\$ 2,000.00	\$ 10,000.00
8	2055 E Technology Cir, Tempe, AZ 85284	2x 10 Gbps DIA + Carrier POP	\$ 2,000.00	\$ 10,000.00
9	34 Exchange Pl., Plaza 3, Jersey City, NJ, 07302	2x 10 Gbps DIA + Carrier POP	\$ 2,000.00	\$ 10,000.00
10	300 JFK Boulevard E, Weehawken, NJ, 07086	2x 10 Gbps DIA + Carrier POP	\$ 2,000.00	\$ 10,000.00
11	3 Corporate Place, Piscataway, NJ, 08854	2x 10 Gbps DIA + Carrier POP	\$ 2,000.00	\$ 10,000.00
12	4949 Randolph Road, Moses Lake, WA 98837	2x 10 Gbps DIA + Carrier POP	\$ 2,000.00	\$ 10,000.00
13	4450 Dean Lakes Blvd, Shakopee, MN, 55379	2x 10 Gbps DIA + Carrier POP	\$ 2,000.00	\$ 10,000.00
14	200 North Nash Street, El Segundo, CA 90245	2x 10 Gbps DIA + Carrier POP	\$ 2,000.00	\$ 10,000.00
15	17836 Gillette Avenue, Irvine, CA 92614	2x 10 Gbps DIA + Carrier POP	\$ 2,000.00	\$ 10,000.00
16	7135 S Decatur Boulevard, Las Vegas, Nevada, 89118	2x 10 Gbps DIA + Carrier POP	\$ 2,000.00	\$ 10,000.00
17	5225 W Capovilla Ave, Las Vegas, Nevada, 89118	2x 10 Gbps DIA + Carrier POP	\$ 2,000.00	\$ 10,000.00
18	7365 South Lindell Rd, Las Vegas, Nevada, 89139	2x 10 Gbps DIA + Carrier POP	\$ 2,000.00	\$ 10,000.00
19	9180 Commerce Center Circle, Highlands Ranch, CO 80129	2x 10 Gbps DIA + Carrier POP	\$ 2,000.00	\$ 10,000.00
20	8534 Concord Center Drive, Englewood, CO 80112	2x 10 Gbps DIA + Carrier POP	\$ 2,000.00	\$ 10,000.00
21	14901 FAA Blvd, Fort Worth, TX 76155	2x 10 Gbps DIA + Carrier POP	\$ 2,000.00	\$ 10,000.00
22	8180 Green Meadows Drive North, Lewis Center, OH 43035	2x 10 Gbps DIA + Carrier POP	\$ 2,000.00	\$ 10,000.00
23	350 East Cermak Road - 7th Floor, Chicago, IL 60616	2x 10 Gbps DIA + Carrier POP	\$ 2,000.00	\$ 10,000.00
24	2425 Busse Road, Elk Grove Village, IL 60007	2x 10 Gbps DIA + Carrier POP	\$ 2,000.00	\$ 10,000.00
25	580 Winter St Waltham, MA 02451	2x 10 Gbps DIA + Carrier POP	\$ 2,000.00	\$ 10,000.00
26	375 Riverside Parkway, Suite 150, Lithia Springs, GA 30122	2x 10 Gbps DIA + Carrier POP	\$ 2,000.00	\$ 10,000.00
27	400 Tijeras Avenue, NW, Albuquerque, NM 87102	2x 10 Gbps DIA + Carrier POP	\$ 2,000.00	\$ 10,000.00
28	45845 Nokes Blvd., Sterling, VA, 20166	2x 10 Gbps DIA + Carrier POP	\$ 2,000.00	\$ 10,000.00
29	21110 Ridgetop Circle, Sterling, VA, 20166	2x 10 Gbps DIA + Carrier POP	\$ 2,000.00	\$ 10,000.00
30	1500 Space Park Drive, Santa Clara, CA 95054	2x 10 Gbps DIA + Carrier POP	\$ 2,000.00	\$ 10,000.00
31	6101 S. 180th Street, Tukwila, WA, 98188	2x 10 Gbps DIA + Carrier POP	\$ 2,000.00	\$ 10,000.00





32	1400 Kifer Road, Sunnyvale, CA 94086	2x 10 Gbps DIA + Carrier POP	\$ 2,000.00	\$ 10,000.00
33	8521 E Princess Dr, Ste 100, Scottsdale, Arizona, 85255	2x 10 Gbps DIA + Carrier POP	\$ 2,000.00	\$ 10,000.00
34	3015 Winona Avenue, Burbank, CA 91504	2x 10 Gbps DIA + Carrier POP	\$ 2,000.00	\$ 10,000.00
			<b>\$ 68,000.00</b>	<b>\$ 340,000.00</b>

EDJX and 6x7 collaborate to bring the best compute and network solutions to EDJX at the best prices and to increase scalability.

**General Conditions:**

1. EDJX will require a minimum of 2x 10 Gbps DIA at every datacenter POP dedicated to EDJX for internal use only.
2. Additionally, EDJX requires a fully switched and routed environment, with 6x7 providing 1Tbps of switching capacity at each location.
3. EDJX to provide referral sales to 6x7 at each POP location
4. 6x7 to provide min 2x10g transit in each location, plus the ability to accept an unlimited number of NNIs from other telecoms at all locations.
5. 6x7 will also provide private Layer2 P2P connections between all locations in a fully-meshed topology.
6. 6x7 will provide quadverse control plane redundancy at all DC POP locations via its **All-Cisco global backbone network**.

EDJX will use commercially reasonable best efforts to inform and advise 6x7 of deployment requirements so as to minimize liabilities incurred by 6x7 in the process of securing the required goods and services at set prices. 6x7 accepts and acknowledges that the EDJX deployment schedule is dependent upon acceptance by Cyxtera.

It is further anticipated that services shall be delivered or substantially delivered by 6x7 within 60 days of receipt of funds from EDJX.

Sincerely,

For **EDJX**

X   
\_\_\_\_\_

John Cowan  
Chief Executive Officer



For **6x7 Networks**

X   
\_\_\_\_\_







Ms. Lady Benjamin PD Cannon, ASCE  
Chief Executive Officer

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<b>TITLE</b>	6x7 - EDJX - LOI (Cyxtera Deployment)
<b>FILE NAME</b>	6x7 - EDJX - LOI ...ers) (1) (1).docx
<b>DOCUMENT ID</b>	4c5305cb30a6757503d06978077d69f46f852356
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Completed

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## Document History

 SENT	<b>10 / 23 / 2020</b> 19:32:35 UTC	Sent for signature to Ben Cannon (ben@6by7.net) and John Cowan (jcowan@edjx.io) from kar@6by7.net IP: 206.80.236.4
 VIEWED	<b>10 / 23 / 2020</b> 19:39:05 UTC	Viewed by Ben Cannon (ben@6by7.net) IP: 206.80.236.18
 SIGNED	<b>10 / 23 / 2020</b> 19:39:15 UTC	Signed by Ben Cannon (ben@6by7.net) IP: 206.80.236.18
 VIEWED	<b>10 / 28 / 2020</b> 17:32:50 UTC	Viewed by John Cowan (jcowan@edjx.io) IP: 99.92.55.13
 SIGNED	<b>10 / 28 / 2020</b> 17:33:14 UTC	Signed by John Cowan (jcowan@edjx.io) IP: 99.92.55.13
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**John Cowan**  
 Chief Executive Officer  
 EDJX, Inc (edjx.io)

**Oct 15, 2020**

**Ms. Lady Benjamin PD Cannon, ASCE**  
 CEO  
 6x7 Networks, LLC  
 5030 3rd st  
 San Francisco CA 94124  
 ben@6by7.net

**Letter of Intent of EDJX**  
**for**  
**DoT Multi-City Deployment**

Dear 6x7 Networks:

EDJX is an edge computing platform that makes it easy to write IoT applications using serverless computing, increase the responsiveness of edge applications, and secure edge data at the source.

We help businesses handle the explosive demand for data processing to serve real-world edge computing applications including industrial IoT, artificial intelligence, augmented reality, and robotics. Led by cloud industry veterans John Cowan and James Thomason, EDJX is a privately held company based in Raleigh, NC.

EDJX's DoT initiatives in Las Vegas, Dallas, Chicago, and Seattle require a decentralized mesh network architecture spanning as many commercial buildings as possible. To accomplish this, EDJX has partnered with 6x7 Networks to establish points of presence (POPs) across 6x7 Network's on-net building portfolio in these respective cities. These deployments will pave the way for autonomous vehicle deployments in the respective regions.

6x7 Networks will provide quadverse control plane redundancy and carrier backhaul at all locations via its **All-Cisco global backbone network**.

The following comprises the total building count and services provisioned across the respective cities.

	PROJECT CITIES	# of Buildings	Services
1	Las Vegas, Nevada	214	2x 10 Gbps Internet + Hosting Discovery Unit



2	Dallas, Texas	393	2x 10 Gbps Internet + Hosting Discovery Unit
3	Chicago, Illinois	293	2x 10 Gbps Internet + Hosting Discovery Unit
4	Seattle, Washington	320	2x 10 Gbps Internet + Hosting Discovery Unit
	<b>Total:</b>	<b>1220</b>	Buildings

\*6x7 has a list of all on-net buildings. Building addresses have not been listed in this letter to preserve simplicity.

EDJX and 6x7 collaborate to bring the best compute and network solutions to EDJX at the best prices and to increase scalability.

**General Conditions:**

1. EDJX will require a minimum of 2x 10 Gbps DIA at every building POP dedicated to EDJX for their DoT deployments.
2. Additionally, EDJX requires a fully switched and routed environment, with 6x7 providing 840 Gbps of switching capacity at each location.
3. 6x7 to provide min 2x10g transit in each location, plus the ability to accept an unlimited number of NNIs from other telecoms at all locations.
4. 6x7 will also provide private Layer2 P2P connections between all locations in a fully-meshed topology.
5. 6x7 will provide quadverse control plane redundancy at all DC POP locations via its **All-Cisco global backbone network**.

EDJX will use commercially reasonable best efforts to inform and advise 6x7 of deployment requirements so as to minimize liabilities incurred by 6x7 in the process of securing the required goods and services at set prices. 6x7 accepts and acknowledges that the EDJX deployment schedule is dependent upon acceptance by DoT third party representatives.

It is further anticipated that services shall be delivered or substantially delivered by 6x7 within 60 days of receipt of funds from EDJX.

Sincerely,

For **EDJX**

X   
\_\_\_\_\_

John Cowan  
Chief Executive Officer



For **6x7 Networks**

X  \_\_\_\_\_

Ms. Lady Benjamin PD Cannon, ASCE  
Chief Executive Officer

<b>TITLE</b>	6x7 - EDJX - LOI (DoT Project)
<b>FILE NAME</b>	6x7 - EDJX - LOI (DoT Project) (1).docx
<b>DOCUMENT ID</b>	f5d931f5007092b7ee0f857f2fbed911f064bdb7
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19:38:32 UTC

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**10 / 28 / 2020**

17:31:18 UTC

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IP: 99.92.55.13



SIGNED

**10 / 28 / 2020**

17:32:32 UTC

Signed by John Cowan (jcowan@edjx.io)  
IP: 99.92.55.13



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**10 / 28 / 2020**

17:32:32 UTC

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44 Montgomery St, Suite 2310, San Francisco CA  
SF1: 5030 3rd st, San Francisco, CA \* SM1: 4 w 4th Ave, San Mateo, CA  
[www.6x7networks.com](http://www.6x7networks.com)

### Quotation

Date: **07/24/2020**

Client: **EDJX, Inc. (edjx.io)**

Location : **Cyxtera SF01 - 2401 Walsh Ave, Santa Clara, CA 95051**

#### Service:

- 1x 10,000Mbit / 10,000Mbit Layer3 SMF 1310nm HARDWARE ENCRYPTED **MRC: \$4800 \$2000, NRC: \$48,000 \$10,000**
- 1x 10,000Mbit / 10,000Mbit Layer3 SMF 1310nm HARDWARE ENCRYPTED REDUNDANT CIRCUIT TO SECOND CORE ROUTER **MRC: \$4800 \$0 (OK PER BC), NRC: \$48,000 \$0 (OK PER BC)**
- A minimum of 2x rack space (as available, after 6x7 core router and compute, APPROX 22U across both racks in total but, if available, EDJX will be offered as much as 6x7 can deliver at a given site.)

#### Customer Cyxtera/EDJX to provide :

- 2x 42U min full locking cabinets
- 208v 30A A&B feed to each cabinet, L6-30R receptacles.
- Cross connects as reasonably determined

No-bill for the sooner of 1 year or the commencement of billing customers for usage on the EDJX platform.

#### Revenue Share:

- **It is acknowledged that the installation of 6x7 equipment facilitated by the EDJX data center partnership ("Site Installation") may result in 6x7 revenue opportunities outside the scope of EDJX related services.**
  - For any business generated from customers involving a direct sales relationship with 6x7 using the Site Installation, EDJX will be entitled to a commission equal to ten percent (10%) of the MRC value up to an aggregate value of two times the active EDJX MRC

6x7 Networks Quote [Master Version:1.1 HEAVILY CUSTOMIZED]

Last Revised: 06.17.2020

By: KD

**CONFIDENTIAL TRADE SECRET**

page 1 of 3





44 Montgomery St, Suite 2310, San Francisco CA  
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charges. For example, if EDJX MRC is \$5,000, \$10,000 is the limit of commissions payable to EDJX.

- For any business generated from customers that are, at the time of signing, customers, partners, including the data center operator of the Site Installation, or direct referrals of EDJX, EDJX will be entitled to a commission equal to fifteen percent (15%) percent of the MRC for the first 12 months of the contract.
- All commissions will be paid to EDJX on a quarterly basis no later than ten (10) days after the end of the quarter. EDJX is not entitled to commission on MRC beyond the first 12 months of the customer contract, or any subsequent contract renewals. However, if the customer adds subsequent net new contracts, EDJX will be entitled to a commission on the new contract payable starting at the time of signing and at the applicable rate called out per this contract on a monthly basis.
- Payments to EDJX, Inc. will be due no later than the 5th business day of the month after the new 6x7 customer begins its contract and shall occur for the life of the customer's contract including any renewals
- Each month, 6x7 shall provide a list of each applicable contract, on a no-name basis, and the economics of that contract including but not limited to rate sheet and length of contract terms for each new customer at such location.
- EDJX shall have the right, at its own expense, to Audit 6x7 new customers on a semi-annual or annual basis for the Term of the customer contracts.

**MRC: \$2,000 NRC: \$10,000**

**THIS PRICING IS CONFIDENTIAL and requires a signed counterpart to be effective.**

**Term: 5 year**

Install lead time: **30-60 days** from executed contract, quote, and payment of NRC and 1<sup>st</sup> month MRC.

This quotation is invalid without a companion Master Services Agreement.

This quotation expires **7 days** from the date above.

6x7 Networks Quote [Master Version: 1.1 HEAVILY CUSTOMIZED]

Last Revised: 06.17.2020

By: KD

**CONFIDENTIAL TRADE SECRET**


page 2 of 3



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[www.6x7networks.com](http://www.6x7networks.com)

Prices indicate price for qty1 a quantity of one (1), The total quantities qty actually used to will be billed.  
This quotation is invalid unless signed by the Customer.  
This quotation excludes any building or riser access fees, charged by any owner or owner's agent.  
This quotation assumes additional cross-connect fees, if any, are to be borne by the Customer.

\*= Requires if applicable 24/7/365.25 access to all of customer's facilities including roof, riser, and MPOE, otherwise best-efforts.

Signed:  \_\_\_\_\_ Name: John Cowan (CEO)  
Email: jcowan@edjx.io Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ 07 / 27 / 2020

*Ben Cannon*

Ben Cannon, CEO  
6x7 Networks LLC  
08 / 03 / 2020

6x7 Networks Quote [Master Version: 1.1 HEAVILY CUSTOMIZED]  
Last Revised: 06.17.2020  
By: KD

**CONFIDENTIAL TRADE SECRET**



44 Montgomery St, Suite 2310, San Francisco CA

SF1: 5030 3rd st, San Francisco, CA \* SM1: 4 w 4th Ave, San Mateo, CA

[www.6x7networks.com](http://www.6x7networks.com)

## Master Service Agreement

This Master Service Agreement (the “Agreement”) is between 6x7 Networks, LLC. (“6x7”) and the Customer shown at the end of this document and consists of (i) this document and (ii) the Customer’s Order(s). 6x7 will begin installation and Service only after it receives and accepts: (i) a signed Order; (ii) this Agreement signed by a Customer authorized representative; and (iii) the Initial Payment due under Section 1.1 of this Agreement.

1. Service Fees and Billing. Customer agrees to pay the monthly charges for Service, the activation and other charges indicated on the Order(s) or otherwise due hereunder (collectively, “Fees”). Fees do not include applicable taxes (if any), shipping charges (if any), all of which shall be billed in addition to the Fees and shall be the responsibility of the Customer.

1.1 *Initial Payment*. Upon 6x7’s acceptance of the Order and full execution of this Agreement, Customer shall be invoiced for all Service Activation Charges and the first full month’s Fees which shall be immediately to activate the order.

2. Recurring Fees. 6x7 will bill Customer monthly in advance for all recurring Fees and in arrears for usage-based or non-recurring Fees. Billing for monthly Fees will begin on the earlier of either: (a) the date that Customer begins using the Service or installs Customer Equipment in 6x7’s premises or (b) the date of the Service Activation Notice.

3. Payment. Customer will pay in full all invoices from 6x7 in U.S. dollars on or before the date specified on said invoices, generally invoices are due on receipt. Late payments will accrue interest at a rate of ten percent (10%) per year or the highest rate allowed by applicable law, whichever is lower. If payment is returned to 6x7 with insufficient funds, Customer is considered to not have paid and subject to a returned check charge of \$25 and may be terminated for Nonpayment as described in 13.1.

4. Local and Long-Distance Carriers. Customer is responsible for ordering, maintaining, terminating and paying for any data and telecommunications circuits provided to Customer by local and long-distance carriers including cross-connects from 6x7.

5. Other Networks. Customer is responsible for paying any fees, obtaining any required approvals and complying with any laws or usage policies applicable to transmitting data beyond the Network and/or through other public and private networks. 6x7 is not responsible or liable for performance or non-performance of such networks or their inter-



44 Montgomery St, Suite 2310, San Francisco CA

SF1: 5030 3rd st, San Francisco, CA \* SM1: 4 w 4th Ave, San Mateo, CA

[www.6x7networks.com](http://www.6x7networks.com)

connection points.

6. This paragraph intentionally deleted.

7. NO WARRANTY. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES AND THE COLOCATION SPACE ARE AT CUSTOMER'S OWN RISK. 6X7 DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. 6X7 DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

8. Disclaimer of Third Party Actions and Control. 6x7 does not and cannot control the flow of data to or from the Network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions caused by these third parties can produce situations in which Customer connections to the Internet (or portions thereof) may be impaired or disrupted. 6x7 cannot guarantee that such situations will not occur and, accordingly, 6x7 disclaims any and all liability resulting from or related to such events. In the event that Customer's use of the Service or interaction with the Internet or such third parties is causing harm to or threatens to cause harm to the Network or its operations, 6x7 shall have the right to suspend the Service. 6x7 shall restore Service at such time as it reasonably deems that there is no further harm or threat of harm to the Network or its operations.

9. Insurance. Customer will keep in full force and effect during the term of this Agreement: (i) commercial general liability insurance; (ii) workers' compensation insurance in an amount not less than that required by applicable law; and (iii) business property insurance covering Customer's equipment in the amount of its replacement value, and shall furnish certificates of additionally insured naming 6x7 as the insured party, upon reasonable request of 6x7.

10. Limitations of Liability.

10.1 *Personal Injury.* 6x7 will not be liable for any harm or personal injury to Customer personnel resulting from any cause, other than 6x7's gross negligence or willful misconduct.

10.2 *Damage to Customer Equipment.* 6x7 is not liable for damage to, or loss of any of



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Customer Equipment resulting from any cause, other than 6x7's gross negligence or willful misconduct and then only in an amount not to exceed the replacement value of the damaged Customer Equipment, or the total amount paid by Customer to 6x7 for one month's service, whichever is lower.

10.3 *Damage to Customer Business.* In no event will 6x7 be liable for any incidental, punitive, indirect, or consequential damages (including without limitation any lost revenue or lost profits) or for any loss of technology, loss of data, or interruption or loss of use of Service (except as set forth in Section 6) or any other similar claims by Customer or related to Customer's business, even if 6x7 is advised of the possibility of such damages. 6x7 will not be liable for any damages or expenses incurred by Customer as a result of any deficiency, error, or defect in 6x7's service whether due to equipment, hardware, software, or 6x7's failure to correct the same.

10.4 *Maximum Liability.* Notwithstanding anything to the contrary in this Agreement, 6x7's maximum aggregate liability to Customer related to or in connection with this Agreement whether under theory of contract, tort (including negligence), strict liability or otherwise will be limited to the total amount paid by Customer to 6x7 for this Term.

11. *Indemnity.* Customer will indemnify, defend and hold harmless the 6x7 Parties from and against any and all claims, actions or demands arising out of Customer's use of the Service alleging: (a) with respect to the Customer's business: defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity; or spamming or any other offensive, harassing or illegal conduct or violation of the Acceptable Use Guidelines; (b) any loss suffered by, damage to or injury of any other 6x7 customer, any other customer equipment or personnel, which loss, damage or injury is caused by acts or omissions by Customer personnel; (c) any personal injury suffered by any Customer personnel arising out of such individual's activities related to the Services, unless such injury is caused by 6x7's gross negligence or willful misconduct; and (d) any other damage arising from the Customer Equipment or Customer's business. Customer agrees to reimburse 6x7 for the expense and cost of handling such claims including, without limitation, legal fees.

12. *Term.* This Agreement will commence on the Effective Date and shall expire at the end of the last "Term" specified in any Order, unless sooner terminated as provided in Section 13 below. No later than 90 days before the end of the Term, each part shall provide a written intent to renew notice for a Term of no less than one (1) year. Order shall automatically renew for additional periods of the same length as the new Term upon the end of its Term unless one party provides the other written notice via certified mail with return receipt only that it is terminating such Order not more than 90 days and not less than 60 days prior to



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the end of the Term specified in the Order.

12.1 *Rate Adjustments.* After the initial term, 6x7 has the right to increase rates by giving Customer 120 days advance notice of its intention to do so. Customer may terminate service within the 120-day period or continue to use service and pay the increased rate.

### 13. Termination.

13.1 *Nonpayment.* 6x7 may suspend Service to Customer if any amount due hereunder is not paid in full within seventy-two (72) business hours after Customer is sent an overdue notice. To reinstate Service, 6x7 will require payment of the overdue amount, plus a security deposit of any amount, plus any fees 6x7 may have incurred as a result of the collection activity. 6x7 may terminate this Agreement (or at its option, only the relevant Order) if any amount due hereunder is not paid in full within five (5) business days after Customer is sent an overdue notice.

13.2 *Bankruptcy.* 6x7 may terminate this Agreement upon written notice to Customer if Customer becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, or liquidation for the benefit of creditors, if such petition or proceeding is not dismissed within 120 days of filing.

13.3 *Unacceptable Use.* 6x7 may immediately terminate this Agreement if Customer violates any provision of the 6x7 Acceptable Use Guidelines that results or could result in suspension by 6x7 if not cured within seven (7) business days.

13.4 *For Other Cause.* Except as otherwise stated, 6x7 may terminate this Agreement if the other party breaches any material term or condition of this Agreement and fails to cure such breach within ten (10) business days after receipt of written notice of the same.

13.5 *Other.* 6x7 shall have the right to terminate Customer's use of the Colocation space or the Service delivered at a specific facility therein in the event that 6x7's rights to use the facility terminates or expires for any reason.

13.6 *Effect of Termination.* Upon expiration or termination of this Agreement: (a) 6x7 will cease providing the Services; (b) except in the case of termination by Customer pursuant to Section 12.1, 13.4, or 13.5, all of Customer payment obligations under this Agreement, including but not limited to monthly Service Fees through the end of the Term indicated on the Order(s) will become due in full immediately; and (c) within ten (10) days, Customer will remove all of Customer Equipment and any other property from 6x7's premises and return the Colocation Space to 6x7 in the same condition as it was prior to Customer installation. If Customer does not remove such property within the ten (10) business day





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period, 6x7, at its option and at Customer expense, may remove and store any and all such property, return such Equipment to the Customer, or dispose of such equipment without liability for any related damages upon Customer's request. In addition, 6x7 reserves at any time the right to charge any previously used payment methods and/or to hold any Customer Equipment until it has received payment in full.

14. Survival. The Parties' respective representations, warranties, and covenants, together with obligations of indemnification, confidentiality and limitations on liability will survive the expiration, termination or rescission of this Agreement and continue in full force and effect.

15. Miscellaneous Provisions.

15.1 *Force Majeure*. Other than with respect to failure to make payments due hereunder, neither party shall be liable under this Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused or occasioned by, or due to fire, earthquake, flood, water, the elements, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond its reasonable control.

15.2 *No Lease*. This Agreement is a services agreement and is not intended to and will not constitute a lease of or tenancy or other interest in the Colocation Space or other 6x7 premises, the 6x7 Equipment or any other real or personal property.

15.3 *Government Regulations*. Customer will not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Customer operates or does business.

15.4 *Assignment*. Neither party may assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party, except to an affiliate or a party that acquires substantially all of the assigning party's assets or a majority of its stock as part of a corporate merger or acquisition. Any attempted assignment or delegation without such consent will be void. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

15.5 *Notices*. Any required notice hereunder may be emailed to [ben@6by7.net](mailto:ben@6by7.net) delivered personally or by courier; sent by confirmed facsimile; or mailed by registered or certified



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mail, return receipt requested, postage prepaid, to either party at the name and address on the signature page of this Agreement, or at such other address as such party may provide to the other by written notice. Such notice will be deemed to have been given as of the date it is delivered personally or by courier, or five (5) business days after it is sent by confirmed facsimile or mailed.

15.6 *Relationship of Parties.* This Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties.

15.7 *Changes Prior to Execution.* Customer represents and warrants that any changes to this Agreement made by it were properly marked as changes and that Customer made no changes to the Agreement that were not properly identified as changes.

15.8 *Choice of Law.* This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws principles.

15.8B *Dispute Resolution.* Each Party agrees to timely notify the other Party of any claim, dispute or cause of action arising under or related to this Agreement and to negotiate in good faith to resolve any such claim, dispute or cause of action. To the extent that such negotiations fail, the Parties agree that it shall be finally settled by arbitration at the American Arbitration Association (“AAA”) in Delaware before a panel of three neutral arbitrators, one selected by each party and a third selected by those two or, failing their ability to agree on a third, the third shall be appointed by the AAA which arbitration shall be conducted under AAA’s commercial arbitration rules then in effect at the time of this Agreement. The decision of the arbitrators shall be final and binding upon the Parties, shall not be appealable, and judgment on the award rendered may be entered in any court of competent jurisdiction. The arbitrators may award actual direct damages only, and will have no authority to award special, consequential, punitive or other damages. Each party will bear equally the costs and expenses of AAA (with the exception of filing fees relative to claimed amounts in dispute) and of the arbitrators. Each party will bear its own costs and expenses, including legal expenses. All arbitration proceedings shall be confidential, except to the extent that disclosure is necessary to enforce an arbitration award in a court of competent jurisdiction. Notwithstanding anything to the contrary, either Party shall have the right, without waiving any remedy under this Agreement, to seek from any court of competent jurisdiction (a) equitable relief and (b) any interim or provisional relief that is necessary to protect their rights or property. BOTH PARTIES IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER IN CONTRACT, STATUTE, TORT (SUCH AS NEGLIGENCE), OR OTHERWISE) RELATING TO THIS AGREEMENT.





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15.9 *Confidential Information.* The terms and conditions of this Agreement, any Order(s) and other related 6x7 documents are confidential information.

15.10 *Transmission.* Without limiting rights in this or any other agreements, and sharing space with any current equipment or Licensees as per FCC regulations, customer grants 6x7, its subsidiaries, associates, partners, carriers, JVs, heirs and assignees, at 6x7's sole discretion, the sole rights to place its own Wi-Fi, Cellular, backhaul, microwave, LTE, 5G, DAS or other similar transmission gear on any space it controls or influences, weather solely or jointly, indoors or out, including without limitation any hallway rooftop soffit riser raceway mope light post light tower, tower, antenna, or other structure or attachment. The transmission gear shall not interfere with existing transmission equipment, and 6x7 shall coordinate FCC licenses where needed. Customer shall promptly sign or otherwise facilitate 6x7 in obtaining any permits, applications, reports, studies, consultant engagements, or other preparations for 6x7, in order to facilitate the previous and there shall be no fee for these services.

16. General. This Agreement (including Appendix A and B below), together with the Order(s) and 6x7 policies referred to in this Agreement, as well as any Addendum executed by both parties in good faith, is the complete agreement and understanding of the parties with respect to the subject matter hereof, and supersedes any other agreement or understanding, written or oral. In the event of a conflict in terms between this MSA and any Addendum, the language in the Addendum shall control. This Agreement may be executed in two or more counterparts (and the signature pages may be delivered with ink or electronic signature or by facsimile or email), each will be deemed an original, but all together will constitute one and the same instrument. This Agreement may be modified only through a written instrument signed by both parties. Should any provision of this Agreement be declared void or unenforceable, such provision will be deemed amended to achieve as nearly as possible the same economic effect as the original terms and the remainder of this Agreement will remain in full force and effect. If a conflict arises between Customer's purchase order terms and this Agreement and Order(s), this Agreement and Order(s) shall take precedence. In the case of international, federal, state or local government orders, Customer purchase order must contain the following language: "This purchase order is being used for administrative purposes only and is subject to the terms and conditions of the 6x7 Master Service Agreement executed between Customer and 6x7."

## 17. Definitions

"Bandwidth Fees" Fees for usage of bandwidth provided under this Agreement as set forth in the Order.



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“Colocation Space” The physical area within 6x7’s Colocation facility identified in an Order.

“Customer Equipment” The computer, network, or other equipment placed by or for Customer in the Colocation Space, other than 6x7 Equipment.

“Fees” Charges and fees for Services charged to Customer by 6x7, exclusive of Taxes.

“6x7 Equipment” All computer equipment, software, networking hardware, shelving, cabling, cross-connects or other materials belonging to or furnished by 6x7.

“6x7 Parties” 6x7 and its affiliates, owners, partners, trustees, officers, directors, employees, and agents.

“Network” The network of routers, switches and circuits that are owned or controlled by 6x7.

“Order” An order for Service prepared by 6x7, submitted by Customer, and accepted by 6x7. 6x7 is under no obligation to accept an Order. For legacy purposes, an Order may also be called Quotation of Services (“Quote”). Customer and 6x7 may enter into subsequent Order(s), which will automatically become part of this Agreement. In the event of conflict between the terms of this Agreement and the terms of an Order, the terms of the Order shall control.

“Personnel” refers to employees, representatives, agents, contractors, or subcontractors.

“Ready For Service Date” refers to the date 6x7 has delivered the Service ready for customer use.

“Service” All services, goods and other offerings provided by 6x7 under an Order pursuant to this Agreement.

**APPENDIX A: INTERNET SERVICE** This appendix only applies if Customer is receiving Internet Service from 6x7 Electric.

**A.1 Acceptable Use Guidelines.** Customer will at all times comply with and conform its use of the Service to the 6x7 Acceptable Use Guidelines (set forth at 6x7’s website), as updated from time to time. In the event Customer violates 6x7’s Acceptable Use Guidelines, 6x7 shall have the right to immediately suspend Service. 6x7 will provide notice and opportunity to cure, if and to the extent 6x7 deems practicable, depending on the nature of the violation and availability of the Customer. 6x7, in its reasonable and sole discretion, may re-enable the Service upon satisfaction that all violations have ceased and



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with adequate assurance that such violations will not occur in the future.

**A.2 Updates.** 6x7 may update the 6x7 Acceptable Use Guidelines from time to time by posting such updates on 6x7's website. References herein to the 6x7 Acceptable Use Guidelines shall mean the most updated version of such policies or procedures posted on 6x7's web site. 6x7 shall notify Customer of any material changes to its policies and procedures.

**A.3 Illegal Use.** Customer will cooperate in any investigation of Customer's alleged illegal use of 6x7's facilities or other networks accessed through 6x7. If Customer fails to cooperate with any such investigation, 6x7 may suspend Customer's Service immediately. Additionally, 6x7 may modify or suspend Customer's Service in the event of illegal use of the Network or as necessary to comply with any law or regulation, including the Digital Millennium Copyright Act of 1998, 17 U.S.C. 512, as reasonably determined by 6x7.

**A.4 Address Space.** 6x7 will assign IP addresses to Customer based upon ARIN guidelines. Addresses assigned to Customer by 6x7 may only be used while a 6x7 Internet Service customer. If Customer has a valid address allocation from ARIN, RIPE, APNIC, LACNIC, or AFRINIC Customer may request 6x7 to announce it via BGP. 6x7 BGP is delivered in a truncated feed of approx. 120k prime routes plus a default. Full feed available at unique extra charge and must be requested.

**A.5 Bandwidth Measurement.** Bandwidth usage will be calculated by 6x7 using the 95<sup>th</sup> percentile of samplings taken at 5 minute intervals on a monthly basis. Samples are taken by 6x7 via SNMP from the 6x7 switch or router port Customer is directly connected to and are the greater of input or output bits per second. 95<sup>th</sup> percentile is determined by sorting the sample data from smallest to largest and discarding the top 5 percent, with the remaining largest sample designated as the 95<sup>th</sup> percentile.

## APPENDIX B: COLOCATION IN 6X7 FACILITIES

This appendix only applies if Customer is receiving Colocation from 6x7 in a 6x7 data center.

**B.1 Use of Space.** 6x7 grants Customer the right to operate Customer Equipment at the Colocation Space, as specified on Customer's Order. Except as specifically provided herein, Customer expressly assumes all risk of loss to Customer Equipment in the Colocation Space. Customer shall be liable to 6x7 for any damage to the Colocation facility, 6x7 Equipment or equipment of other 6x7 customers caused by Customer, Customer Equipment, or Customer's personnel. Customer Equipment shall be industry-accepted information and communication technology equipment suitable for use in a data



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center and shall retain the appropriate government approvals including without limitation CE, UL, and NEBS.

**B.2 Customer Equipment Installation and Removal.** Customer is responsible for all aspects of installation and removal of Customer Equipment, including bringing appropriate equipment, tools and packaging materials. Customer will install Customer Equipment in the Colocation Space after obtaining the appropriate authorization from 6x7 to access 6x7 premises. Customer will remove all packaging for Customer Equipment promptly after installation. Should Customer use an agent or other third party to deliver, install or remove Customer Equipment, Customer will be solely responsible for the acts of such party. At Customer's option, 6x7 will remove and package Customer Equipment and place Customer Equipment in a designated area for pick-up, on the condition that Customer either provide or pay for all needed packaging plus pay 6x7's packaging fees and charges. Within five (5) business days after authorization from 6x7, Customer will remove Customer Equipment from the designated area or arrange on a pre-paid basis for a carrier to pick-up and ship such equipment to Customer. Customer may request remote hands service for the purpose of installation of equipment that has been shipped preconfigured by Customer to 6x7.

**B.3 Designated Space.** 6x7 will designate space for Customer. All of Customer's equipment and property must be stored in Customer's designated space or removed from the premises by Customer. Equipment and other property left by Customer in an area other than the Customer's designated space may be considered abandoned by 6x7. In that event, 6x7 may, at its option either (a) retain such items as its property or dispose of them without accountability in such a manner as 6x7 shall determine, at Customer's expense, or (b) remove and store such items for Customer, at Customer's expense.

**B.4 Electrical Power.** Unless otherwise specified on Customer's Order, each cabinet or rack shall be supplied with TWO 110 VAC 15A electrical circuits connected to its own circuit breaker, however they are A and B feeds, therefore the combined power draw may only be ½ of the total continuous 80% de-rated load. At its sole option, 6x7 may elect to provide 208/240v power, in which case the amperage of circuits will be reduced accordingly. Customers may upgrade their power needs through placing an Order for upgraded services at any time. Any power distribution provided by 6x7 are subject to the Limitations of Liability contained within this Agreement. 6x7 does not keep track of the power requirements of customer equipment and will not be held liable by Customer if Customer, by action of Customer's personnel or by 6x7's personnel at the request of Customer, exceeds the rating of an electrical circuit, power strip, and/or circuit breaker. 6x7 Electric is not responsible for damage caused by loss of power due to a circuit breaker tripping, equipment failure, or other reason. If Customer uses more than ½ of 80 percent the rated number of amps on an A/B redundant electrical circuit (or in the case of shared



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cabinet customers more than the number of amps contracted) 1) 6x7 will notify Customer that they are over amperage on the circuit 2) After thirty days (30) if the over amperage condition is not cured, for each over amperage electrical circuit Customer will pay an additional over amperage fee equal to the monthly cost of the electrical circuit or the monthly cost of the cabinet if the electricity was included in the cabinet pricing. Customer is responsible for any damage to the circuit breaker, wiring, electrical outlet, power strip, or other electrical equipment caused by a sustained over amperage condition.

**B.5 Cross Connects.** Customer may run cross connects between Customer's adjacent cabinets at no charge. In addition to any cross connects between Customer's adjacent cabinets, Customer may request cross-connects through Customer's nonadjacent cabinets, within 6x7's facility, by placing an Order. Customer may request cross connects at the then current rate. All cross connects to cabinets other than Customer's cabinets or between Customer's nonadjacent cabinets shall be installed solely by 6x7 and no cross connects shall be performed in any other manner or location, unless otherwise permitted by 6x7 in writing at its sole discretion. 6x7 provides only SMF 1310nm LR optic cross-connects, no copper or MMF infrastructure is available. The term of the license of any such cross connects shall commence on the date of installation. Customer may terminate the license of any such cross connection upon at least thirty (30) days advance written notice to 6x7 (provided that, without limiting such notice period, the effective date of termination must be the first day of a calendar month). Customer shall not be entitled to any other cross connects or other connections. All cross connects shall be subject to the consent of the party with whom Customer wishes to connect.

**B.6 Remote Hands Service.** Customer may request 6x7 to perform "remote hands" service on Customer's equipment within 6x7's facilities. Remote hands service involves 6x7 personnel physically touching or inspecting Customer's equipment at Customer request. Remote hands tasks are limited to simple tasks such as pressing a button, flipping a switch, or hooking up a monitor and reporting what is on the screen, that take no longer than 15 minutes to perform. Remote hands tasks do not include configuration of customer equipment. Remote hands service does not include daily scheduled tasks such as tape changing. Customer may request a maximum of 1 hour of remote hands service per month at no charge. Remote hands service in excess of 1 hour is available at additional charge. Customer is not required to use the remote hands service. Customer may choose to use its own personnel to perform any task on its equipment at any time. Customer understands that computers and telecommunications equipment (hardware) are electromechanical devices and may fail. Customer is solely responsible for the maintenance and replacement of its hardware. 6x7 does not warrant either the results to be obtained from the remote hands service or that the remote hands service will be error free. Customer agrees to indemnify and hold harmless 6x7 against any loss, damage, cost and expense due to claims





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from Customer or third parties arising out of Customer's remote hands requests.

**B.7 Access and Security.** Customer personnel may access the Colocation Space as allowed by the access list provided by Customer to 6x7. 6x7 reserves the right to deny access to specific Customer personnel for billing or security reasons. Customer shall be responsible for any authorized or unauthorized access to Customer Equipment through the Internet and any resulting use of Service.

**B.8 Prohibited Uses.** Customer shall not do or allow any use which in the opinion of 6x7 (a) causes or is likely to cause damage or constitutes a nuisance or annoyance to the facility, equipment, personnel, or other customers (b) would violate a condition of standard fire insurance policy for data processing centers in California (c) would violate any certificate of occupancy for the building.



# 6x7 Networks

CRITICAL SYSTEMS

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## CUSTOMER

Signature

John Cowan

(Print Name)

CEO

Title

07 / 27 / 2020

Date

Company Name

Address

City, State, Postal Code

Country

Telephone

Email



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**6X7 NETWORKS SERVICE LEVEL AGREEMENT ADDENDUM**

THIS SERVICE LEVEL AGREEMENT APPLIES TO 6X7 NETWORKS ETHERNET SERVICE ORDERED BY CUSTOMERS PURSUANT TO AN AGREEMENT WITH 6X7 NETWORKS (“6x7”). FOR CUSTOMER’S CLAIMS RELATED TO SERVICE DEFICIENCIES, INTERRUPTIONS, OR FAILURES, CUSTOMER’S EXCLUSIVE REMEDIES ARE LIMITED TO THOSE REMEDIES SET FORTH IN THIS SLA.

**1. DEFINITIONS.**

**1.1** “AFFECTED SERVICE” MEANS WHEN A SERVICE EXPERIENCES UNAVAILABILITY.

**1.4** “CALENDAR MONTH” MEANS THE PERIOD BEGINNING AT MIDNIGHT ON THE FIRST DAY OF A MONTH AND ENDING AT 11:59PM ON THE LAST DAY OF THAT MONTH.

**1.5** “ELIGIBLE SERVICE CHARGES” MEANS CUSTOMER’S MRCs FOR THE AFFECTED SERVICE, INCLUDING BANDWIDTH AND AFFECTED CHARGES ASSOCIATED WITH THAT SERVICE, AFTER APPLICATION OF ANY CREDITS OR DISCOUNTS.

**2. GOALS.**

**A. AVAILABILITY.** CUSTOMER WILL, SUBJECT TO THE TERMS, EXCLUSIONS, AND RESTRICTIONS DESCRIBED IN THIS SLA, BE ENTITLED TO RECEIVE A CREDIT FROM 6X7 NETWORKS IF THE AVAILABILITY OF A SERVICE HOSTED, FOR ANY CALENDAR MONTH, FALLS BELOW THE PERCENTAGE SHOWN IN TABLE 1.0. THE CREDIT TO WHICH CUSTOMER MAY BE ENTITLED UNDER THIS SECTION WILL BE EQUAL TO THE APPLICABLE CREDIT PERCENTAGE, IDENTIFIED IN THE TABLE 1.0, OF THE ELIGIBLE SERVICE CHARGES.

6X7 NETWORKS PROVIDES AVAILABILITY SLA OF 99.9% PER MONTH BASED ON A CALENDAR MONTH, EXCLUDING MAINTENANCE WINDOWS AND OTHER EXCLUSIONS. A SERVICE IS CONSIDERED TO BE UNAVAILABLE WHEN IT IS UNABLE TO FORWARD CUSTOMER TRAFFIC. AN INTERRUPTION PERIOD STARTS WHEN AN UNAVAILABLE SERVICE IS REPORTED TO 6X7 NETWORKS AND ENDS WHEN SERVICE IS RESTORED.

AVAILABILITY PERCENTAGE IS CALCULATED AS FOLLOWS:

$$\frac{(\text{NUMBER OF MINUTES IN A CALENDAR MONTH}) - (\text{LONGEST SERVICE OUTAGE TIME IN MINUTES})}{\text{NUMBER OF MINUTES IN A CALENDAR MONTH}} \times 100$$

$$\frac{(\text{NUMBER OF MINUTES IN A CALENDAR MONTH}) - (\text{LONGEST SERVICE OUTAGE TIME IN MINUTES})}{\text{NUMBER OF MINUTES IN A CALENDAR MONTH}} \times 100$$

**TABLE 1.0**

SLA CREDIT FOR EACH AFFECTED SERVICE (BASED ON SINGLE PATH NMI—6X7 NETWORKS DOES NOT OFFER DUAL PATH AT THIS TIME)

**B. SERVICE IMPACT.** CUSTOMER WILL, SUBJECT TO THE TERMS, EXCLUSIONS, AND RESTRICTIONS DESCRIBED IN THIS SLA, BE ENTITLED TO RECEIVE A CREDIT FROM 6X7 NETWORKS IF SERVICE DOES NOT MEET THE SERVICE PERFORMANCE OBJECTIVES.

% AVAILABILITY MIN	% AVAILABILITY MAX	SLA CREDIT % OF THE ELIGIBLE SERVICE CHARGES FOR THE AFFECTED SERVICE
100%	99.9%	0%
< 99.9%	98.7%	5%
< 98.7%	97.2%	10%
< 97.2%	96.5%	25%
< 96.5%	0%	50%





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#### 4. TERMS AND CONDITIONS.

**4.1** THIS SLA IS AVAILABLE TO CUSTOMERS WITH A MINIMUM OF A ONE YEAR COMMITMENT FOR EACH SERVICE. 6X7 NETWORKS WILL DETERMINE IN ITS SOLE DISCRETION WHAT RECORDS AND DATA WILL BE THE BASIS FOR ALL SLA CALCULATIONS AND DETERMINATIONS.

**4.2** 6X7 NETWORKS IS OFFERING THE SERVICE IN ACCORDANCE WITH THE AGREEMENT. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF THIS SLA AND THE AGREEMENT, THE TERMS OF THIS SLA WILL CONTROL.

**4.3** TO BE ELIGIBLE FOR A CREDIT UNDER THIS SLA, CUSTOMER MUST, IN ADDITION TO COMPLYING WITH THE OTHER TERMS INCLUDED IN THIS SLA: (A) BE IN GOOD STANDING WITH 6X7 NETWORKS AND CURRENT IN ITS OBLIGATIONS, OTHER THAN THOSE INVOICES RECOGNIZED AS BEING IN DISPUTE; AND (B) SUBMIT NECESSARY SUPPORTING DOCUMENTATION AND REQUEST REIMBURSEMENT OR CREDITS UNDER THIS SLA VIA CERTIFIED MAIL WITHIN 7 DAYS OF THE CONCLUSION OF THE MONTH IN WHICH THE REQUISITE UNAVAILABILITY OR DEGRADATION OCCURS. IN THE EVENT CUSTOMER FAILS TO COMPLY WITH THE CONDITION SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE, CUSTOMER WILL, WITH RESPECT TO THAT REMEDY, HAVE WAIVED ITS RIGHT TO SUCH REMEDY.

**4.4** CREDITS FOR ANY CALENDAR MONTH MUST EXCEED \$25.00 TO BE PROCESSED. IN NO CASE WILL 6X7 NETWORKS PROVIDE CREDIT TO CUSTOMER FOR AN AFFECTED SERVICE THAT EXCEEDS THE MONTHLY RECURRING CHARGE OR THE STATED APPLICABLE MAXIMUM CREDIT PERCENTAGE. CUSTOMER MAY RECEIVE CREDITS FOR A PARTICULAR AFFECTED SERVICE FOR A MAXIMUM OF FOUR MONTHS IN ANY 12 MONTH PERIOD. 6X7 NETWORKS WILL GIVE NOTICE TO CUSTOMER OF ANY SCHEDULED MAINTENANCE AS EARLY AS IS PRACTICABLE AND A SCHEDULED OUTAGE WILL UNDER NO CIRCUMSTANCES BE VIEWED AS A PERIOD OF UNAVAILABILITY UNDER THIS SLA. MULTIPLE SERVICE CREDITS WILL NOT BE GIVEN FOR THE SAME PERIOD OF TIME IF, IN DOING SO, THE CREDITS EXCEED THE MONTHLY RECURRING CHARGE. I.E., FAILURE TO MEET MULTIPLE CRITERIA DURING A PERIOD OF TIME GENERATES ONLY A SINGLE SERVICE CREDIT. HOWEVER TO THE EXTENT SUCH CREDITS DO NOT EXCEED THE MONTHLY RECURRING CHARGE, SUCH CREDITS ARE APPLICABLE AND SHALL BE EXTENDED TO CUSTOMER'S ACCOUNT.

**4.5** THE REMEDIES INCLUDED IN THIS SLA ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR DISRUPTION OF THE SERVICE AND WILL APPLY IN LIEU OF ANY OTHER SERVICE INTERRUPTION GUARANTEE OR CREDIT, OUTAGE GUARANTEE OR CREDIT, OR PERFORMANCE CREDIT FOR WHICH CUSTOMER MIGHT HAVE OTHERWISE BEEN ELIGIBLE.

**4.6** THE OBJECTIVES AND RELATED REMEDIES SET FORTH IN THIS DOCUMENT WILL NOT APPLY TO 6X7 NETWORKS SERVICES OTHER THAN LIT FIBER SERVICES.

**5. RESTRICTIONS AND EXCLUSIONS.** THIS SLA WILL NOT APPLY, AND CUSTOMER WILL NOT BE ENTITLED TO RECEIVE A CREDIT OR EXERCISE A TERMINATION RIGHT UNDER THIS SLA, IF THE SERVICE IS UNAVAILABLE OR IMPAIRED DUE TO ANY OF THE FOLLOWING:

**5.1** INTERRUPTIONS ON A SERVICE THAT IS NOT AN ACCEPTED SERVICE WHERE AN "ACCEPTED SERVICE" IS ONE THAT HAS BEEN ACCEPTED OR DEEMED ACCEPTED FOLLOWING PROVISIONING OF AN SERVICE ACTIVATION OR COMPLETION NOTICE;

**5.2** INTERRUPTIONS CAUSED BY THE NEGLIGENCE, ERROR, BREACH, LATCHES, OR OMISSION OF CUSTOMER OR OTHERS AUTHORIZED BY CUSTOMER TO USE OR MODIFY CUSTOMER'S SERVICE;

**5.3** INTERRUPTIONS DUE TO FAILURE OF POWER AT CUSTOMER PREMISES OR FAILURE OR POOR PERFORMANCE OF CUSTOMER PREMISES EQUIPMENT;

**5.4** INTERRUPTIONS AT ANY FACILITY IN WHICH 6X7 NETWORKS DOES NOT HAVE AUTONOMOUS UN-ESCORTED 24/7 ACCESS IN ORDER TO TIMELY RESTORE SERVICES, AND/OR INCLUDING WITHOUT LIMITATION, ANY PERIOD IN WHICH 6X7 NETWORKS OR ITS AGENTS ARE NOT AFFORDED ACCESS TO THE PREMISES WHERE THE ACCESS LINES ASSOCIATED WITH CUSTOMER'S SERVICE ARE TERMINATED;



**44 Montgomery St, Suite 2310, San Francisco CA**

SF1: 5030 3rd st, San Francisco, CA \* SM1: 4 w 4th Ave, San Mateo, CA  
[www.6x7networks.com](http://www.6x7networks.com)

**5.5** INTERRUPTIONS DURING ANY PERIOD WHEN 6X7 NETWORKS HAS POSTED ON THE 6X7 NETWORKS WEB SITE OR COMMUNICATED TO CUSTOMER IN ANY OTHER MANNER THAT CUSTOMER'S SERVICE WILL BE UNAVAILABLE FOR MAINTENANCE OR REARRANGEMENT PURPOSES, OR CUSTOMER HAS RELEASED THE SERVICE TO 6X7 NETWORKS FOR THE INSTALLATION OF A SERVICE; DISRUPTIONS IN INTERNET TRAFFIC CAUSED BY COMPANIES UPSTREAM FROM 6X7 NETWORKS; EXCESSIVELY LONG POWER OUTAGES, WHERE BACK-UP GENERATORS OR BACK-UP POWER SUPPLIES FAIL OR BECOME INOPERABLE; DISRUPTIONS CAUSED BY A FAILURE OF POWER OR EQUIPMENT PROVIDED BY THE CUSTOMER OR ANY THIRD PARTY; DISRUPTIONS DUE TO A FORCE MAJEURE EVENT. NO CREDIT IS AVAILABLE FOR A CUSTOMER (A) THAT IS BLOCKING 6X7 FROM MONITORING CUSTOMER'S PREMISES ROUTER; (B) THAT DOES NOT PROVIDE THE NECESSARY ACCESS TO PERSONNEL AND FACILITIES AT THE CUSTOMER'S PREMISES TO ENABLE COGENT TO PERFORM COMPREHENSIVE TROUBLESHOOTING. 6X7 IS NOT LIABLE FOR FAILURE TO FULFILL ITS OBLIGATIONS HEREUNDER IF SUCH FAILURE IS DUE TO CUSTOMER'S USE OF BANDWIDTH IN EXCESS OF THE MAXIMUM AMOUNT SPECIFIED IN CUSTOMER'S AGREEMENT, CUSTOMER'S TAMPERING WITH ANY EQUIPMENT, OR ACTS BEYOND 6X7 REASONABLE CONTROL, SUCH AS FORCE MAJEURE.

**5.6** INTERRUPTIONS DURING ANY PERIOD WHEN CUSTOMER ELECTS NOT TO RELEASE THE NETWORK FOR TESTING AND/OR REPAIR AND CONTINUES TO USE IT ON AN IMPAIRED BASIS;

**5.7** INTERRUPTIONS RESULTING FROM FORCE MAJEURE EVENTS AS DEFINED IN CUSTOMER'S AGREEMENT FOR SERVICE;

**5.8** INTERRUPTIONS RESULTING FROM CUSTOMER'S USE OF SERVICE IN AN UNAUTHORIZED OR UNLAWFUL MANNER;

**5.9** INTERRUPTIONS RESULTING FROM A 6X7 NETWORKS DISCONNECT FOR CUSTOMER'S BREACH OF A TERM SET FORTH IN THE AGREEMENT PURSUANT TO WHICH 6X7 NETWORKS IS PROVIDING THE SERVICE TO CUSTOMER;

**5.10** INTERRUPTIONS RESULTING FROM INCORRECT, INCOMPLETE, OR INACCURATE ORDERS FROM CUSTOMER;

**5.11** INTERRUPTIONS DUE TO IMPROPER OR INACCURATE NETWORK SPECIFICATIONS PROVIDED BY CUSTOMER;

**5.12** THIS SLA REQUIRES A COMPANION QUOTATION INDICATING THE SLA AND TERMS OF THAT SLA, OTHERWISE BEST EFFORT.

**5.13** INTERRUPTIONS RESULTING FROM A FAILURE OF A CARRIER OTHER THAN 6X7 NETWORKS PROVIDING LOCAL ACCESS OR AN OFF-NET SERVICE; OR SPECIAL CONFIGURATIONS OF THE STANDARD SERVICE THAT HAVE BEEN MUTUALLY AGREED TO BY 6X7 NETWORKS AND CUSTOMER.

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<b>TITLE</b>	Cyxtera SF01 - 2401 Walsh Ave, Santa Clara, CA 95051
<b>FILE NAME</b>	6x7_Networks_Quot..._KD__-_5_yr.pdf
<b>DOCUMENT ID</b>	ac84c6ec2e15cb75c9c2f5ecf07a3dbc420a42d0
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Completed

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## Document History



SENT

**07 / 28 / 2020**

20:59:13 UTC

Sent for signature to Ben Cannon (ben@6by7.net) from  
kar@6by7.net  
IP: 206.80.236.4



VIEWED

**07 / 28 / 2020**

21:47:00 UTC

Viewed by Ben Cannon (ben@6by7.net)  
IP: 166.137.171.58



SIGNED

**08 / 04 / 2020**

00:55:19 UTC

Signed by Ben Cannon (ben@6by7.net)  
IP: 74.62.58.130



COMPLETED

**08 / 04 / 2020**

00:55:19 UTC

The document has been completed.



**Memorandum of Understanding**

Between  
6x7 Networks, LLC  
and  
EDJX, Inc.

*Strategic partnership to co-develop urban meshed edge computing networks*

This Memorandum of Understanding ("MOU ") is entered into effect as of 04-09-2020, 2019 ("Effective Date"), by and between EDJX, Inc. ("EDJX"), a Delaware Corporation, with its principal place of business at Two Hanover Square 434 Fayetteville St., Suite 1855, Raleigh, NC 27601 and 6x7 Networks, Inc. ("6x7"), a Delaware Limited Liability Corporation with its principal place of business at 5030 3rd St. San Francisco, CA, 94124. EDJX and 6x7 may be referred to in this MOU individually as "Party" and collectively as "Parties."

The MOU will serve as the framework from which the Parties agree to negotiate in good faith a definitive Commercial Agreement or Partnership Agreement which shall address all terms, conditions, representations, warranties and other provisions with respect to the operation of certain business described herein ("Joint Offerings"). Any such legal obligation to fulfill the responsibilities of the Joint Offerings will only result from, and be subject to the execution and delivery of definitive agreements, including license agreements, acceptable to all Parties and their respective counsel.

**Background**

EDJX has developed an integrated serverless edge computing platform that operates on multi-form factor x86 edge computing servers ("EDJX Platform") to serve application developers and host site operators in the Internet of Things industry. Using patent-pending technology, EDJX connects distributed compute resources at the edge as a single fabric for the execution of IoT services and related workloads.

6x7 is the primary operator of a global network of telecommunications interconnects consisting of wireline technology and including certain real estate and computer hosting provisions at the point of presence. 6x7 seeks to expand its range of current capabilities to include the monetization of compute, real estate and network services in the emerging Internet of Things (IoT) software ecosystem and broader edge computing economy worldwide.

The Parties will work together to develop a launch plan to integrate target 6x7 points of presence into the EDJX public network and offer on demand services to certain software development ecosystems on a pay-per-use basis.



### **Initial Implementation Plan**

The objective of the Initial Implementation Plan is to enable a plurality of 6x7 operated compute nodes for the purposes of test and demonstration of the EDJX Platform deployed in regions or locations determined by EDJX.

The Initial Implementation Plan will be capable of operating independent IoT applications and edge computing workloads so as to warrant ongoing collaboration, data gathering and business development, which could serve as the basis of executing a long-term commercial agreement between the Parties. Use of the Initial Implementation Plan will include but may not be limited to:

1. Demonstration environment for beta users, partners, customers and potential investors;
2. Test network to develop EDJX EdjCoin payment and settlement mechanism;
3. Test network to develop EDJX Notary distributed ledger; and
4. Identify target locations that may be suitable for hosting EDJX open compute EdjPods;

The Parties will agree on an initial deployment of up to 20 6x7 locations before 1/31/20. EDJX will be responsible for all installation, testing and management of required software and operating systems. 6x7 will be responsible for all network, rack mounts, cabling, and computer hardware in the Initial Implementation Plan locations.

### **Meetings**

To accomplish the purpose and objectives set forth in the MOU, the partners will meet at least bi-weekly until it is determined otherwise by mutual consent.

### **Reporting**

Project management will be led by EDJX personnel using Clubhouse and Slack as the PM and communications systems respectively.

### **Termination**

Either Party may terminate this MOU for any reason by providing the other Party 30 days written notice.



**Duration**

This MOU is at-will and may be modified by mutual consent of authorized officials from both Parties. The MOU shall become effective upon signature by the authorized officials from the Parties and will remain in effect until superseded by the execution of a definitive Commercial Agreement or Partnership Agreement or formal Joint Offering or otherwise terminated by either Party. In the absence of mutual agreement by the authorized officials from EDI and EDJX to extend the MOU, this MOU shall end on December 31, 2020.

**Liability**

Neither party shall be held responsible nor sustain any liabilities if the project is delayed because of supplies, weather, delivery or other reasons.

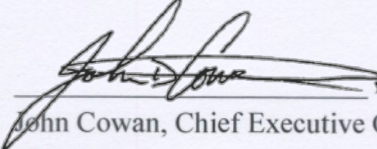
{SIGNATURE PAGE FOLLOWS}

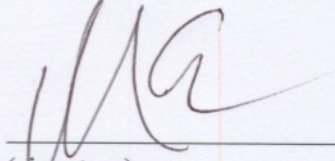


Contact Information:

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919-917-5150  
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6x7 Networks, LLC  
Name  
Title  
Address  
Phone  
email

  
Date: 01/10/2020  
John Cowan, Chief Executive Officer  
EDJX, Inc.

  
Date: 01-09-2020  
(signature)  
Name, Title  
6x7 Networks, LLC Benjamin Cannon, CEO

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3 +1 (415) 261-8527

4 Attorney for Plaintiff  
5 EDJX, Inc.

6  
7  
8 UNITED STATES DISTRICT COURT  
9 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
10

11  
12 EDJX, Inc., a Delaware  
Corporation,  
13 Plaintiff,  
14  
15 v.  
16 6x7 Networks, LLC, a California  
Limited Liability Company;  
17 Benjamin P.D. Cannon, an  
individual; Does 1-10,  
18 Defendants,  
19

Case no.  
**PERMANENT INJUNCTION AGAINST  
6X7 NETWORKS, LLC AND  
BENJAMIN P.D. CANNON**  
18 U.S.C. sec. 1964(a)  
UNLIMITED CIVIL



