

From: Andrew Watters andrew.watters@6by7.net  
Subject: Proposal  
Date: June 2, 2020 at 4:19 PM  
To: Ben Cannon ben@6by7.net



Hi Ben,

As we discussed, here is my basic proposal for how we might work together:

## I. Executive

Position: Chief Legal Officer

Duties: Supervise the company's legal affairs, including but not limited to: (1) conducting investigations, (2) managing outside counsel handling litigation matters, (3) assembling and reviewing transactional documents such as corporate contracts, (4) ensuring compliance, and (5) handling infrastructure security.

Commitment: 20 hours per week maximum, 90% of which shall be remote. In other words, a maximum of 2.0 hours per week on site (one visit), unless otherwise agreed. I need to cap my commitment at 20 hours per week and make it 90% remote due to my multiple other business ventures and my need to continue those ventures from my existing office in San Mateo. I also live in San Mateo and it's a big production going to SF1 whenever I do go, due to parking challenges and otherwise.

Compensation: since you are not doing stock options, I propose a base salary of \$125,000 per year paid twice monthly, plus a deferred portion of \$125,000 per year that is paid at the conclusion of the first year that the company makes at least \$10 million in gross receipts. So for \$125k per year, you would have an all-in-one on-call attorney, investigator, advisor, security supervisor, etc. and up to 20 hours per week of work, which includes one site visit of up to 2.0 hours per week. This does not affect or include our existing sales rep agreement. This executive role works out to at least 1,000 hours of service per year for \$125k which is \$125/hr., or about one-third of what I would otherwise charge. I can wait up to two months from now to get paid in order for you to wrap up the Bahrain deal, but I would be accruing compensation in the meantime and I would need the salary to be paid starting August 1, 2020 at the latest, or whenever the Darari funds are in your account, whichever is earlier. For outside purposes other than taxes, the salary would be \$250,000 per year (so if I buy a house, for example, that would be the salary the company would certify, but my W-2 would say \$125,000 unless more is actually paid). That way I'm not taking steps back in terms of my earnings, and the risk is acceptable to me in light of the potential payoff of an extra \$125k per year for a half-time job.

## II. R&D

Position: Director of 6x7 Labs

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To: Ben Cannon ben@6by7.net



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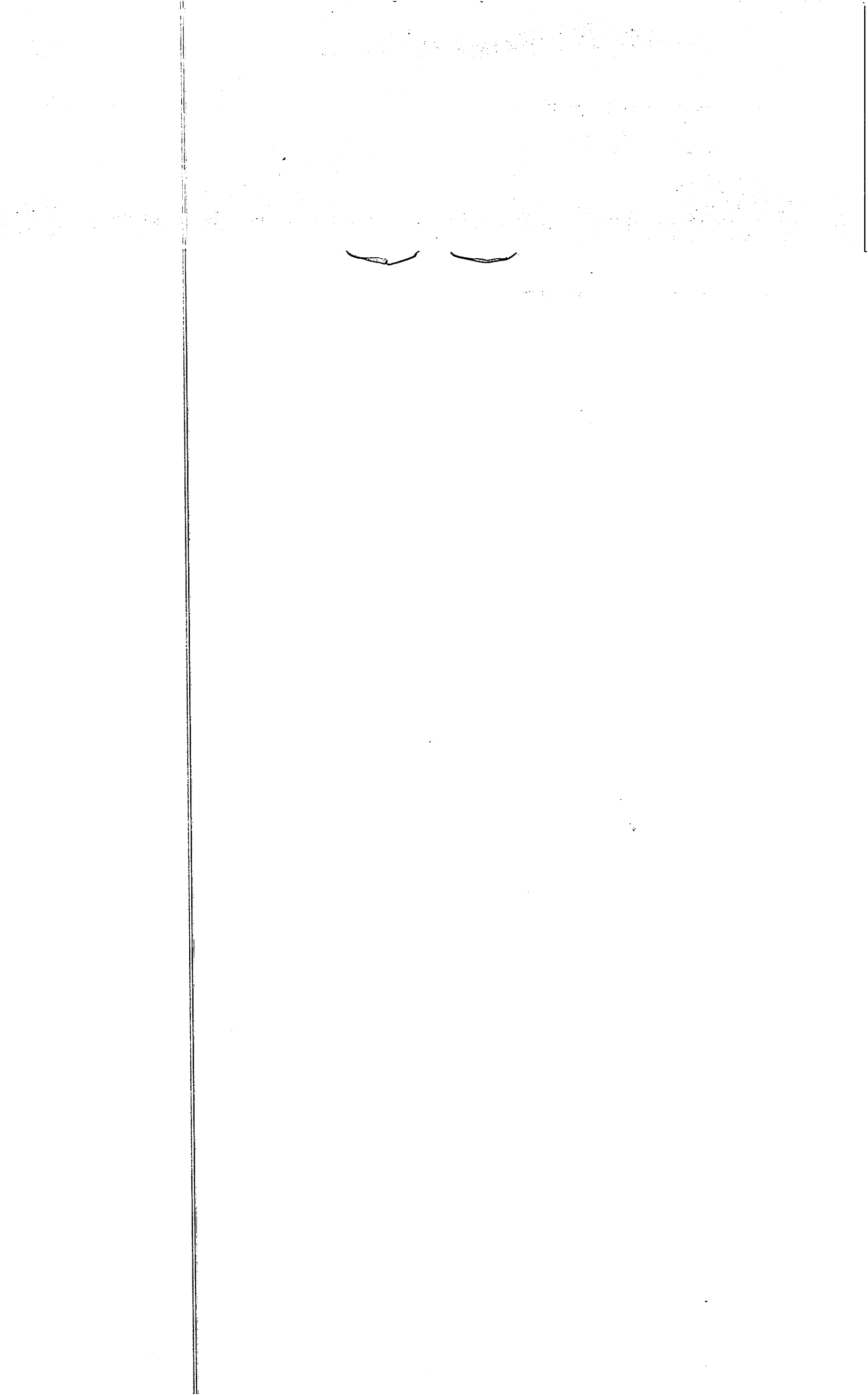
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## II. R&D

Position: Director of 6x7 Labs

Duties: Manage the company's R&D efforts.

Commitment: ad hoc, not to exceed the 20 hours a week figure above unless otherwise agreed. Also remote.

Compensation: salary included in the CLO role above; joint venture ownership TBD, depending on further discussions regarding how much of my IP the company wishes to participate in developing and how much money the company can spend on my projects. For original IP I have created, I would automatically be Program Manager of all of those projects and the time cap would not apply. For the company's IP that has nothing to do with me or my projects, I would not exceed the 20 hour per week cap unless otherwise agreed.

What do you think?

Andrew G. Watters  
andrew.watters@6by7.net  
+1 (415) 261-8527  
<https://www.andrewwatters.com>

From: Ben Cannon ben@6by7.net  
Subject: Re: Proposal  
Date: June 2, 2020 at 4:54 PM  
To: Andrew Watters andrew.watters@6by7.net



Hey Andrew, this is awesome, exactly along the lines and numbers I was thinking, a great deal for both of us! I accept!

If you want to formalize it more competent please feel free, otherwise, let's just roll right into business together!

-Ben

On Jun 2, 2020, at 4:19 PM, Andrew Watters <andrew.watters@6by7.net> wrote:

Hi Ben,

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# Exhibit B



**Quotation**

Date: **03/14/2019**

Client: **Andrew Waters**

Location: **6x7 SM1 Carrier-Neutral Datacenter Facility – 4 w 4<sup>th</sup> Ave, San Mateo, CA**

Service:

- 1 42U full locked cab MRC \$800 NRC \$1500
  - 30A 208v power A&B drops with PDU MRC \$1000 ~~NRC \$1000~~
- INCLUDED PER BEN
- 1,000Mbit / 1,000Mbit L3 SMF 1310nm MRC \$1300 ~~NRC \$1300~~
- INCLUDED PER BEN

Total \$800MRC \$1500NRC

IPs: 8 Static.

SLA: 99.9\*%

Term: 5 year

Install lead time: **30 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 30 days from the date above.  
 This quotation is invalid unless signed by the Customer.

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

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

Name: \_\_\_\_\_

Email: \_\_\_\_\_

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

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



6x7 Networks, LLC 4104 24<sup>th</sup> st #403 San Francisco CA 94114

## 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 due within thirty (30) days after the execution of this Agreement.

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: (a) the date that Customer starts using the Service or installs Customer Equipment in 6x7's premises (b) within thirty (30) days after the Ready For Service Date. If, however, Customer is unable to use the Services due solely to delays caused by and within the reasonable control of 6x7, then the date on which monthly Service Fees billing begins will be extended by one day for each such day of delay.

3. **Payment.** Customer will pay in full all invoices from 6x7 in U.S. dollars within thirty (30) days of the date of invoice. Late payments will accrue interest at a rate of ten percent (10%) per month 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 to 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-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 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 one month's service.

11. 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: infringement or misappropriation of any intellectual property rights; 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; or (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, provided, however, that each Order shall automatically renew for additional periods of the same length as the initial Term upon the end of its Term unless one party provides the other written notice that it is terminating such Order not more than 90 days and not less than 30 days prior to 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 90 days advance notice of its intention to do so. Customer may terminate service within the 90 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 fifteen (15) days after Customer is sent an overdue notice. To reinstate Service, 6x7 will require payment of the overdue amount. 6x7 may terminate this Agreement (or at its option, only the relevant Order) if any amount due hereunder is not paid in full within thirty (30) 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 60 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.

13.4 For Other Cause. Except as otherwise stated, either party may terminate this



## 6x7 Networks

CRITICAL SYSTEMS

Agreement if the other party breaches any material term or condition of this Agreement and fails to cure such breach within ten (10) days after receipt of written notice of the same.

13.5 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) day 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. In addition, 6x7 reserves the right 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 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) 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.

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



**6x7 Networks**  
CRITICAL SYSTEMS

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.

"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 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 at no additional charge.

**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 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) 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 it's 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 anytime. 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 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 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

**CUSTOMER**

DocuSigned by:  
*Andrew G. Watters*  
477422869868420...

Signature

Andrew G. Watters

(Print Name)

Andrew G. Watters/owner

Title

3/14/2019

Date

Rallic Systems

Company Name

801 N. Humboldt St. #208

Address

San Mateo, CA 94401

City, State, Postal Code

USA

Country

+1 (415) 261-8527

Telephone

andrew@andrewwatters.com

Email

# Exhibit C



**Quotation**

Date: 12/20/2019

Client: Andrew Waters.

Location A: 118 South Blvd, San Mateo, CA

Location Z: n/a

Service:

- 1,000Mbit / 1,000Mbit Layer 3 - DIA 1310nm **HARDWARE ENCRYPTED.** ~~MRC \$2400~~ MRC \$500 NRC \$5000

THIS PRICING IS CONFIDENTIAL and requires a signed counterpart

Term: 3 year

Install lead time: **45days** 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 **15days** from the date above.

Prices indicate price for qty1, qty actually used to 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 born by the Customer.

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

*Andrew Watters*

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

Name: \_\_\_\_\_

Email: \_\_\_\_\_

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

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







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<b>TITLE</b>	6x7 1gb for 118 S Blvd
<b>FILE NAME</b>	6x7 Networks Quot...Mateo[2][1g].docx
<b>DOCUMENT ID</b>	efcbeb32623e03512c4a39d72fbd8e4a482c406a
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	☑ Completed

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### Document History

- |  |                                       |   |
|--|---------------------------------------|---|
| <br>SENT        | <b>12 / 20 / 2019</b><br>20:36:32 UTC | Sent for signature to Andrew Watters<br>(andrew@andrewwatters.com) from ben@6by7.net<br>IP: 206.80.236.18 |
| <br>VIEWED      | <b>12 / 20 / 2019</b><br>20:42:00 UTC | Viewed by Andrew Watters (andrew@andrewwatters.com)<br>IP: 107.77.211.109                                 |
| <br>SIGNED    | <b>12 / 20 / 2019</b><br>20:42:56 UTC | Signed by Andrew Watters (andrew@andrewwatters.com)<br>IP: 107.77.211.109                                 |
| <br>COMPLETED | <b>12 / 20 / 2019</b><br>20:42:56 UTC | The document has been completed.  |

# Exhibit D



### 6x7 Channel Sales Agreement

This Channel Sales Agreement ("Agreement") is made as of this 17<sup>th</sup> day of November, 2019 (the "Effective Date") between 6x7 Networks, LLC a Delaware Limited Liability Company ("6X7"), and:

Andrew G. Watters (Agent).

6X7 provides certain space, power, network and colocation services ("6X7 Services"). Agent desires to refer potential customers to 6X7 in exchange for certain commissions ("Commissions") under the terms and conditions set forth below.

NOW, THEREFORE, 6X7 and Agent agree as follows:

1. **6X7 Paid Commission.** 6X7 will pay Commission(s) to Agent for every 6X7 Sale Contract arranged and procured by Agent. An eligible 6X7 Sale Contract is a contract for which Agent has obtained a Lead Registration, created a Quote, and procured and delivered a signed contract for the purchase of 6X7 Services. Commission rates are identified in the Attachment(s) to this agreement.

a. The scope of any Lead Registration is limited to a specific "deal" identified by Agent in its request, which shall include service type(s), location(s) where 6X7 services would be delivered, company name(s), specific contact person(s), and the ASN -- or in the case of a company which has no assigned ASN, the domain name(s). (Location means the 6X7 service location, not the customer's street address.) The duration of a Lead Registration will normally be 90 days, and may be renewed with reasonable justification. The duration and scope of a Lead Registration may be modified or extended by agreement of the parties.

2. **Evergreen Commission.** 6X7 will continue to pay commissions for the duration of the Sale Contract (excluding those qualifying under the one-time bonus promotion in Attachment A), including any modifications, substitutions, or additions procured by Agent's efforts, and if Agent remains fully engaged in the sale process, continuing thereafter for any extension or renewal terms (including auto-renewals). Termination of this Agreement for any reason (including by 6X7 for cause unless such cause has materially harmed 6X7) shall not cancel 6X7's obligation to continue to pay any and all commissions owed to Agent. In no event may the commission rates or percentages payable to Agent be reduced or



decreased in any manner on a retroactive basis; any such reduction shall only apply to Sales Contracts procured or modified after the effective date of the reduction. In the event of any conflict between the terms of this Section 2 and the terms of any attachment, exhibit or schedule hereto, the terms of this Section shall govern and control. [SEP]

3. Pricing and Discounts. Agent may quote pricing and terms only as authorized by 6X7, and shall provide Quotes only in the format(s) authorized and provided by 6X7; all other communications which reference pricing or terms shall clearly indicate that such communications are not a quote or offer of service. In some cases, if special discounts are authorized by 6X7, Agent's Commissions may also be reduced, as mutually agreed by the parties. Agent shall disclose to 6X7 any rebates, discounts, markups, or payments (related to the Sale Contract) promised by Agent to customer but not expressly disclosed in the Sale Contract. [SEP]

4. Independent Contractors. The relationship of 6X7 and Agent established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to: (i) give either party the power to direct and control the day-to-day activities of the other; (ii) deem the parties to be acting as agents, joint-venture, co-owners, or otherwise as participants in a joint undertaking; or (iii) permit either party or any of either party's officers, directors, employees, agents, or representatives to create or assume any obligation on behalf of the other party for any purpose whatsoever. 6X7 acknowledges that Agent retains the right to market services which are the same or substantially similar to the communications products and services provided by 6X7 as referenced herein.

5. Effect of Termination. The provisions of Sections 2, 3, 6, 7, 10, 11, 13 and 6X7's payment obligations pursuant to Section 1 for any Sale Contract executed prior to the termination date, shall survive termination of this Agreement. All other rights and obligations of the parties shall cease upon termination of this Agreement. [SEP]

6. LIMITATION OF LIABILITY AND DAMAGES. DAMAGES. EACH PARTY'S LIABILITY FOR ALL CLAIMS ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY 6X7 TO AGENT UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE



OTHER OR ANY THIRD PARTY (INCLUDING ANY CUSTOMER) FOR ANY SPECIAL, INCREMENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES ARISING FROM OR IN RELATION TO THIS AGREEMENT, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. [SEP]

7. Agent Circumvention. Other than as expressly contemplated hereunder, 6X7 agrees not to circumvent Agent by soliciting or otherwise doing business with: (a) any Registered Lead, during the term of such Lead Registration or during the term of any Sale Contract; or (b) any sub-agent of Agent who has registered an opportunity through Agent to 6X7 within 12 months. [SEP] The parties understand that many prospects for 6X7 services are large companies with multiple subsidiaries, divisions, and locations, and acquisitions or mergers may occur. At any time it is likely that more than one salesperson (direct staff or Agent) may be working with different operations within the same company. Thus, there can be more than one Lead Registration and more than one Sale Contract active for a single company, each earning compensation for a different salesperson (direct staff or agent). [SEP] 6X7 shall not modify its rules of engagement in such a way as to prevent Agent from servicing their leads, including but not limited to the renewal, add-on, or substitution of Services. [SEP]
8. Training. 6X7 shall, in its reasonable discretion and as appropriate, provide Agent with training and training materials to reasonably enable such Agent's sales and support staff to become knowledgeable about the service offerings. [SEP]
9. Joint Marketing. 6X7 and Agent shall each, the extent to which shall be determined in each party's sole discretion, engage in joint marketing and sales activities to promote 6X7 Services:
- a. 6X7 may, in its discretion, provide Agent with a sales and marketing literature relating to 6X7 Services for Agent to distribute to its prospects. Upon notice from 6X7, Agent shall discontinue use of any marketing literature or promotional materials that 6X7 no longer deems appropriate. [SEP]
  - b. Agent will use commercially reasonable efforts to promote 6X7 at appropriate trade shows and conferences. [SEP]



c. The Parties may agree to issue a joint press release announcing the Channel Sales Agreement between the two companies; provided, however, that such press release will be subject to the mutual approval of the Parties. <sup>[1]</sup><sub>SEP</sub>

10. Marks Each party's use, display or reference to the other party's proprietary indicia, trademarks, service marks, trade names, logos, symbols and or brand names (collectively "Marks") shall be subject to the advance written approval of that party, which approval shall not be unreasonably withheld. Neither party may remove, destroy or alter the other party's Marks. In the event this Agreement expires or is terminated, each party will promptly cease using the Marks of the other party. Neither party grants any rights in the Marks of such party except as expressly permitted hereunder. Each party expressly agrees to allow the other party to identify such party as a Agent and/or service provider (as applicable). Each party's use of the other party's Marks shall at all times be in accordance with said party's logo and trademark usage guidelines.

11. Payment. 6X7 will begin paying the Agent Fees no later than the 31st day following the calendar month when payments have been received and applied to the customer's current account charges by 6X7, provided that service pursuant to the Sale Contract has been activated.

12. Commissions not paid by the due date specified herein shall accrue interest at a rate of one and one-half percent (1.5%) per month or the maximum amount allowable under applicable state law, whichever is less.

13. General. Agent may not assign this Agreement without the prior written consent of the other party, and any attempt to do so shall be void. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit hereunder shall be brought in the federal or state courts of the District of California and Agent hereby submits to the personal jurisdiction thereof. This Agreement constitutes the entire agreement between 6X7 and Agent pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements of such parties in connection herewith. This Agreement may be changed only by written agreement signed by both 6X7 and Agent. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which shall constitute one and the same Agreement.

14. Confidentiality. Each party agrees to protect any confidential information disclosed in furtherance of this agreement (including pricing and commission information, and



information regarding the identity of prospects, customers, agents, or sub-agents of either party), either during the term of this Agreement or at any time thereafter. For any confidential information disclosed in furtherance of this agreement, each party shall use no less care and caution than is used to protect its own confidential information from disclosure to unauthorized persons (including competitors of the either party).

15. Force Majeure. Notwithstanding anything to the contrary contained herein, 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.

IN WITNESS WHEREOF, each of the parties, by its duly authorized representative, has entered into this Agreement as of the Effective Date.

For: 6x7 Networks, LLC

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

Printed Name: Ben Cannon

Title: CEO SEP

Date: \_\_\_\_\_

*Andrew G. Watters*  
Agent: Andrew G. Watters

Address: 801 N. Humboldt St. #208

San Mateo, CA 94401



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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

Email: \_\_\_\_\_

#### ATTACHMENT A – Promotions and Commission Schedule

#### III. Standard Commission Schedule

1. For each calendar month, 6X7 will pay to Agent Commission(s) on revenues actually received pursuant to all then-eligible Sale Contracts procured by Agent, for each calendar month:

a. Ten percent (10%) of MRC for each executed Sales Contract.

2. Agent will be compensated for all services contracted in any Sale Contract, including:

- a) Internet Access in buildings.
- b) Colocation cabinets in 6X7's own colocation facilities; [SEP]
- c) Colocation in 6X7 controlled POP colocation facilities; [SEP]
- d) IP Transit (network bandwidth) in any facility where 6X7 maintains a datacenter or point-of-presence (POP); and/or [SEP]
- e) Layer 2 Transport between any two 6X7 POPs or inside 6X7's colocation facilities. [SEP]
- f) Additional IPv4 addresses; [SEP]
- g) Managed Services including Datacenter Migration, smart-hands, Custom Private Cloud, etc; [SEP]
- h) Cross-connect fees; [SEP]





- i) Co-Working in the MVERSE spaces;
  - j) Upgraded Power Circuit (Beyond 20A 110v or 10A 208v) in a colocation cabinet.
3. Agent will not receive compensation for any setup fees, nor for any taxes (including sales or use taxes) or license fees collected pursuant to the Sale Agreement or under applicable law.

# Exhibit E