



## WIRELESS WAN SERVICE ADDENDUM

This Addendum for Wireless WAN Services ("<u>Addendum</u>") is entered into by and between IGEM COMMUNICATIONS LLC (DBA Globalgig), a Texas limited liability company, and its Affiliates ("<u>Globalgig</u>") with a principal place of business at 1870 W. Bitters Road, Suite 103, San Antonio, Texas 78248, and the customer identified on the applicable Service Order ("<u>Customer</u>") and is part of the agreement between the Parties ("<u>Agreement</u>"). Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

- 1. <u>Wireless Device and SIM Card</u>. As part of provisioning the Service, Customer will be issued a device or devices (i.e., wireless router or modem) and a SIM card or SIM cards. Customer must safeguard the installed device and/or SIM. The device and/or SIM card must not be moved from the original set up address without Globalgig permission. Changing the device's physical location or removing, switching, or reconfiguring the device and/or SIM card provided by Globalgig may cause the Service not to function properly and will incur higher usage charges. Customer shall not replace the wireless device with any other device serviced by another carrier. Globalgig shall not be liable for any usage charges, loss of Service or damages resulting from Customer either changing the device or moving the device to a different physical location, or removing, switching, or reconfiguring the device and/or SIM card provided by Globalgig. If the wireless device is damaged, lost or stolen during the Service Term, Customer must notify Globalgig immediately, so Globalgig can suspend Service to prevent unauthorized use and charges. There will be device replacement costs and installation fees chargeable to Customer account to re-establish Service. If Customer's wireless device is used after the loss or theft but before notifying Globalgig of the loss, Customer remains responsible for the charges. In the case of a damaged, lost or stolen device, Customer may request to suspend recurring monthly charges for no greater than thirty (30) days or until Customer wireless device is replaced or recovered, whichever comes first.
- 2. Service Availability; Change Notice. Wireless devices use radio transmissions to operate. Customer acknowledges and agrees that the Service may experience degradation, limitation and/or restriction during normal or failover use due to reasons outside of Globalgig's reasonable control, including, but not limited to, a device not in range of a transmission signal, decreased network speed and capacity, non-performance of a Customer device, terrain, a building's construction material, foliage, weather and other force majeure events. Furthermore, availability, operability, speed and/or quality of Services, including, but not limited to use in conjunction with 5G-capable equipment, devices and/or wireless network, is not guaranteed. Customer understands that the frequency assignment of 5G service is made solely and exclusively by the underlying wireless network carrier, of which Global gig possesses no control. Reduced signal strength and signal quality on a device may occur, and 5G-capable devices may automatically revert to 4G/LTE when assignment of 5G service is not made by the applicable underlying wireless network carrier. Customer agrees that Globalgig shall not be liable for any claim, loss or damage resulting from the use or inability to use the Service hereunder. Subject to the terms of this Addendum, Service may be used as failover or primary data network connection at Customer's discretion. Globalgig may, once per annum during the Term and with sixty (60) days' written notice, increase prices, charges, and expenses if such increase is due to currency exchange fluctuations, change or imposition of taxes or other similar levy or other circumstance outside the reasonable control of Globalgig (including change in manufacturing, material, labor, or shipment costs).
- 3. <u>Data Usage Measurement</u>. Customer's wireless data usage is measured based on call detail records ("CDR") as provided by Globalgig's underlying wireless carrier. Depending on the wireless carrier, a session call data records may be rounded to the nearest megabyte or kilobyte. Globalgig will then sum the total of all call detail records received for a specific SIM during the billing period to determine the wireless data usage for that SIM for the period. This data usage is then rated based on the terms of the wireless data plan that Customer has selected. CDRs are the exclusive basis for measuring data usage. Data usage as measured by the wireless device into which a SIM is placed is for estimation purposes only and may differ from Globalgig calculated data usage. The summation of the carrier supplied CDRs as calculated by Globalgig is the final authority for billing purposes.
- 4. <u>Customer Responsibilities</u>. Customer acknowledges that some Services are metered service and the cost for the Service is based on usage and the location of the SIM card and/or SIM cards being used. Customer is solely responsible for the usage cost of the Service. Customer further acknowledges that replacement of unmetered service with metered service may result in a higher bill than would normally occur on an unmetered service. It is the Customer's responsibility, not Globalgig's, to determine the usage parameters for the Service and to monitor the amount of usage. To ensure that Service operates properly in a failover or disaster recovery situation Customer must: (a) contact Globalgig immediately once Customer is aware that Customer primary connection has lost service, regardless of whether Globalgig is providing or supplying a managed service on that primary connection; (b) manage the data traffic (for example, throttling non-mission-critical applications like video or wi-fi) when in failover or disaster recovery mode, as there may be significant usage differences between operating in primary mode as compared to disaster recovery mode; and (c) provide for a safe and appropriate environment for the equipment. All equipment provided by Globalgig under this Addendum shall be returned to Globalgig by Customer upon expiration or termination of a Service.
- 5. Unlimited Use. Certain Globalgig Services are offered as inclusive of data usage. These Services may be described as "Unlimited" or "inclusive of data usage". Customer acknowledges that data services provided with these Services are limited to use with the intended Service and may not be used for any other purpose. Customer agrees to contact Globalgig immediately once Customer is aware that a device or SIM card has been repaired by others, improperly used, abused, altered, tampered, damaged, removed, swapped, reconfigured, subjected to accident, nuisance, flood, fire, other Force Majeure events, or on which any serial numbers have been altered, defaced or removed, and to allow Globalgig to manage the data traffic by throttling and/or restricting traffic.



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- 6. <u>Out-Of-Bundle Rates</u>. Customer acknowledges that Services are sold for use on specific networks and in specific countries. Any use of the Service outside of the networks and countries explicitly included within Customers contracted Service will be charged a the posted out-of-bundle-rate for that country. The current out-of-bundle-rates can be provided upon request.
- Unlimited Cellular Back-Up Service. Globalgig's unlimited cellular back-up service provides data connectivity services and the applicable devices and SIM cards. Unlimited Cellular Back-Up Service: (i) may only be used as a secondary, back-up solution; and (ii) is invoiced monthly as a flat monthly recurring charge (plus any overage charges).
- 8. <u>Globalgig Responsibilities</u>. Globalgig is responsible for following a standard installation process, defined below, when activating Service with device(s) involved. A successful installation will be based on the following signal strength parameters: SINR (Signal to Interference Plus Noise Ratio), RSSI (Received Signal Strength Indicator), RSRP (Reference Signal Received Power) and RSRQ (Reference Signal Received Quality). A successful installation is defined by achieving predefined thresholds for available parameters as detailed in the following table:

SINR = Signal to Interference Plus Noise Ratio (measured in dB)	6 dB or above
RSSI = Received Signal Strength Indicator (measured in dBm)	-85 dBm or above
RSRP = Reference Signal Received Power (measured in dB)	-105 dB or above
RSRQ = Reference Signal Received Quality (measured in dB)	-12 dB or above

Installation Process: Globalgig will configure the device (i.e., wireless router or modem). Once connectivity has been established with SIM card, Globalgig will observe the available signal strength parameters in the device three (3) times within a 15-minute period. If the average for each parameter is greater than or equal to the threshold for each available parameter, Service will be handed over to Customer for use. If the average for each parameter is not greater than or equal to the threshold, Globalgig will test three (3) times in an additional 15-minute period. If the average for each parameter is greater than or equal to the threshold for each available parameter during this 15-minute period. Service will be handed over to Customer for use. If the average for each parameter is not greater than or equal to the threshold for each available parameter for any reason, then the installation activity will conclude resulting in a "No Install". If a No Install occurs, Customer may: (a) accept the Service as-is; (b) order a different device, SIM card or data services carrier with Globalgig ("Re-order"); (c) order an antenna to improve the signal strength; or (d) cancel the affected Service for the site(s) with coverage issues and return the device(s) and/or SIM card(s) to Globalgig. A non-recurring charge may apply for ancillary services requested by Customer during and/or following the initial installation, including, but not limited to, dismantling, reassembly, reinstallation, Re-order requests, additional dispatch / technical support requests, shipping costs and/or restocking/returning fees. If Customer ceases to be a Globalgig customer for any reason (whether voluntarily), Customer must email Globalgig support@globalgig.com within seven (7) days after the termination of Service to arrange for the return of any equipment provided by Globalgig, in good working order, normal wear and tear excepted.

- 9. <u>Rights to Limit, Suspend or Terminate</u>. Globalgig may limit, suspend or terminate Service for any good cause, including, but not limited to: (1) if Customer: (a) breaches this Addendum; (b) resells Service as a stand-alone service and/or product without Globalgig's written consent; (c) uses Service for any illegal purpose, including use that violates trade and economic sanctions and prohibitions promulgated by any governmental agency; or (d) installs, deploys or uses any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate an RF signal without Globalgig permission; or (2) if Customer and/or any end-user of Customer device or Service: (a) engage in abusive messaging or calling; (b) modify Customer device from its manufacturer's specifications; (c) use Service in a way that negatively affects Globalgig and/or underlying mobile network and/or other customers. Globalgig can also temporarily limit Service for any operational or governmental reason.
- 10. <u>Security</u>. GLOBALGIG DOES NOT GUARANTEE SECURITY. Data encryption is available with some, but not all Services. If Customer uses any Customer-provided device to access company email or other information, then Customer shall ensure such use complies with Customer's internal IT and security procedures.
- 11. <u>Acceptance of This Addendum</u>. By accepting this Addendum, Customer agrees to receive and pay for the Service or product provided by Globalgig, including any subsequent Service Orders under the terms and conditions of this Addendum.

This Addendum is made part of and incorporated in the Agreement and constitutes the entire agreement by Globalgig and Customer pertaining to the subject matter hereof. Any and all Services pertaining to the subject matter hereof and active as of the Effective Date shall be governed by the terms and conditions herein.

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