

ALARM LINE MONITORING SERVICE ADDENDUM

This Addendum for Alarm Line Monitoring Service (“**Addendum**”) is made part of and incorporated in the Agreement and entered into by and between IGEM COMMUNICATIONS LLC (DBA Globalgig), a Texas limited liability company, and its Affiliates, with a principal place of business at 1870 W. Bitters Road, Suite 103, San Antonio, Texas 78248 (“**Globalgig**”) and the customer identified on the applicable Service Order, within Globalgig’s billing systems, or as a User of a Globalgig Service (“**Customer**”). Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement. By accessing or using Services, Customer agrees to be bound by this Addendum and the Agreement.

1. **SERVICE DESCRIPTION.** Alarm Line Monitoring Service consists of the monitoring service described below, data services, and any related hardware provided by Globalgig (“**Service(s)**”). Services hereunder require Globalgig’s POTS Replacement Services, which the Parties agree shall be furnished and used in accordance with the terms of Globalgig’s POTS Replacement Addendum. Customer acknowledges and agrees that all IP addresses provided by Globalgig shall remain the property of Globalgig and are non-transferable.
 - 1.1 **MONITORING SERVICE.** Globalgig’s Alarm Line Monitoring Service provides access to a Redundant Central Monitoring station for the receipt of certain transmissions, including, without limitation, alarm, voice, video and data transmissions (each, a “**Signal**” and collectively, “**Signals**”) from, without limitation, electronic security alarm systems, fire alarm systems, video systems, mobile devices, personal emergency response equipment, certain other systems (each, a “**System**” and collectively, “**Systems**”), and communication with end-users of the monitoring Service and/or others, including, but not limited to, first responders such as police, fire, medical, emergency, ambulance, guard, patrol, and other response services (collectively, “**First Responders**”). Upon submission of a Service Order, Globalgig will provide such monitoring Service to Customer and its End User (each, as used herein, a “**Subscriber**” and collectively, “**Subscribers**”). Globalgig agrees to provide 24/7 monitoring Services to Subscribers on the terms set forth in herein. Globalgig reserves the right to amend its Service without prior notice. If Globalgig provides any new or additional Service to Customer or any Subscriber, all such Services shall be provided or performed pursuant to the terms and conditions of this Addendum.
 - 1.2 **RESPONSIBILITY FOR CUSTOMER-PROVIDED SYSTEMS/EQUIPMENT.** It is understood and agreed that Globalgig owns none of the Systems or equipment in the Subscriber’s premises and has no responsibility for the condition or functioning thereof and that maintenance, repair, testing, service, replacement, or insurance of the equipment are not the obligation or responsibility of Globalgig. During the Service Term, Customer shall cause each System to be properly installed and operating using equipment which is compatible with each applicable Service provided by Globalgig. Further, Customer shall be solely responsible, or shall cause each Subscriber to be responsible, for all tests, inspections, service, and maintenance of the Subscriber’s System and equipment.
 - 1.3 **SYSTEMS/EQUIPMENT PROVIDED BY GLOBALGIG.** Customer understands and agrees that, notwithstanding any other provision to the contrary, all hardware installed or provided by Globalgig are and shall always remain the property of Globalgig and shall not become a fixture to the Service location. Upon termination or expiration of Service, Customer agrees to return to Globalgig all hardware (other than hardware Customer has purchased) that Globalgig has provided to Customer and to cease use of all hardware. All hardware must be returned to Globalgig at any time Services are disconnected in the same condition in which they were received, subject to ordinary wear and tear. In the event such hardware are not returned to Globalgig within ten (10) calendar days following such termination or expiration, Globalgig reserves the right to charge Customer, and Customer agrees to pay, the then-current list price of the unreturned hardware.
 - 1.4 **COMMUNICATION PATHS.** Data services are required to supply Services. Data services may be supplied by connecting into the LAN network via ethernet or Wi-Fi, depending on availability, and gaining internet data access from the WAN network. Service may also use the cellular network, which uses radio transmissions; Service will not be available if the Service or related hardware is not in range of the specified cellular transmission signal. Customer acknowledges that within Customer coverage area, events outside of our control may affect the availability and quality of Customer’s Service, including, but not limited to, network speed and capacity, Customer device(s), terrain, buildings construction material, foliage, and weather. During normal use, Customer’s Service may experience such unpredictable conditions and causes, Service degradation, and restrictions. Globalgig shall not be liable for any resulting loss of Service or damages.
2. **GLOBALGIG’S OBLIGATIONS.**
 - 2.1 The obligation of Globalgig to render 24/7 monitoring service to any particular Subscriber shall become effective only after (i) the proper installation and connection of Subscribers’ Systems with any communication path selected by Customer or any Subscriber for transmitting Signals between such Systems and Globalgig’s monitoring facility; (ii) all monitoring data elements requested by Globalgig are entered into Globalgig’s automation software system; (iii) Globalgig has received an acceptable test Signal from the location for which Services are to be rendered; and (iv) Subscriber obtains and maintains any permit required by any applicable law and furnishes Globalgig with the permit

number. Globalgig shall not be required to notify First Responders if Subscriber does not have all necessary permits for the System being monitored and/or has not provided Globalgig with permit numbers. If any monitoring data elements or other Subscriber information changes, Customer shall promptly notify Globalgig of such changes.

- 2.2 Customer agrees that Globalgig's sole obligation under this Addendum shall be to monitor Signals received from the System 24/7 according to the terms of this Addendum. Globalgig, upon receipt of a Signal from a Subscriber's System, shall make commercially reasonable efforts to transmit notification of the Signal promptly to the First Responders and the persons whose names, telephone numbers, e-mail, SMS, and other electronic addresses are set forth on the notification instruction received by Globalgig as to each Subscriber (the "**Notification Instructions**"), unless Globalgig determines that an emergency condition does not exist. Globalgig's efforts to notify such First Responders and such persons shall be satisfied by communicating one time via telephone, e-mail, SMS or other means and methods utilized by Globalgig through the telephone numbers, e-mail, SMS, or other electronic addresses supplied by Customer or a Subscriber, or otherwise known to or available to Globalgig in the case of First Responders.
 - 2.3 Notwithstanding anything to the contrary, (i) upon receipt of a Signal and prior to communicating to those on the Notification Instructions, Globalgig and/or its third-party monitoring vendor may, in its sole and absolute discretion and without any liability, contact or attempt to contact the Subscriber, the Subscriber's premises, or other designated persons at the contact information provided by Customer or a Subscriber in writing as frequently as Globalgig deems appropriate to verify the necessity to communicate to First Responders; and (ii) upon receipt of an abort code or oral or electronic advice from Customer, Subscriber or a person at the Subscriber's premises to disregard the receipt of the Signal, Globalgig may, in its sole and absolute discretion and without any liability, refrain from communicating to First Responders (or other persons) or advise First Responders (or other persons) of receipt of an abort code or oral or electronic advice to disregard the receipt of the Signal.
 - 2.4 Globalgig shall be deemed to have made reasonable efforts to communicate Signals by leaving a message with a telephone answering service or any mechanical, electrical, electronic, or other technology permitting the recordation of voice or data communications.
 - 2.5 If a Subscriber location is in a jurisdiction that requires a personal verified on-site response ("**Verified Response**") prior to dispatch of a First Responder, it is Customer's sole responsibility to provide the Verified Response. All fees, costs, and expenses in connection with Verified Response shall be borne by Customer only. Notwithstanding the foregoing, Globalgig may, at its discretion, provide the Verified Response.
3. **CONDITIONS TO GLOBALGIG'S OBLIGATION TO PROVIDE SERVICES.** Services are subject to (a) all applicable laws, rules, regulations, and tariffs; and (b) transmission limitations, including, without limitation, the failure, malfunction, or interruption of any communication path due to human or natural causes, including, without limitation, telephone, internet, and broadband problems or provider problems, as well as radio or cellular transmission interference caused by, among other reasons, atmospheric or topographical conditions, and other force majeure events. In addition, improper installation of any equipment, the System, software, etc., may result in unreasonably frequent and excessive transmissions, which may result in the suspension or deactivation of certain methods of transmission to the monitoring station, all in the sole and absolute discretion of Globalgig and without any duty or liability of Globalgig of any kind as a result of any such suspension or deactivation.
 4. **DATA PROVIDED BY GLOBALGIG.** Globalgig shall load/unload/modify Subscriber and Customer information into/from/in the data processing systems. Customer shall be solely and absolutely responsible for the accuracy of information that Customer provides to Globalgig to input, load, delete, unload, and/or modify.
 5. **THIRD-PARTY BENEFICIARY.** Notwithstanding anything to the contrary in the Agreement, Customer agrees that protective provisions in this Addendum inure to the benefit of, and are applicable to, Globalgig's third-party monitoring vendor.
 6. **CUSTOMER'S REPRESENTATIONS, WARRANTIES, AND COVENANTS.** Customer is in compliance, and shall remain in compliance, with industry standards and applicable Federal, state, and local statutes, ordinances, rules, regulations, and policies in all jurisdictions in which it conducts business. Further, Customer has and shall maintain in good standing, all required licenses, permits, certifications, and registrations in all jurisdictions in which it conducts business.
 7. **AUTHORIZATION TO COMMUNICATE, INTERCEPT, RECORD, AND OWN TRANSMISSIONS AND COMMUNICATIONS.** Customer authorizes Globalgig to communicate with all Subscribers and First Responders for the purposes of providing Services as contemplated under this Addendum. Customer, for itself and as the authorized agent of its Subscribers, along with Customer's or Subscribers' respective agents, representatives, employees, and invitees, hereby consents to Globalgig intercepting, recording, disclosing, and maintaining audio and video transmissions, data, and other forms of transmission or communications to which Customer, Subscribers, or such other persons or entities are parties and agrees that Globalgig shall be the exclusive owner of such property.

8. **SUSPENSION OF MONITORING SERVICES.** The affected Service may be suspended with written notice as to any particular Subscriber should the System or Service at the premises of such Subscriber become so disabled or so substantially damaged that further monitoring Service to such Subscriber is impracticable.
9. **FALSE ALARMS/PERMIT FEES.** Globalgig shall have no liability for permit fees or fines, false alarms, false alarm fines, First Responder response, any damage to personal or real property, or personal injury caused by First Responder response to a Signal, whether false alarm or otherwise, or the refusal of the First Responders to respond. In the event of termination of First Responder response by the First Responders, this Addendum shall nevertheless remain in full force, and Customer shall remain liable for all payments provided for herein. Should Globalgig be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this Addendum, Customer agrees to pay Globalgig for such service or material. Customer agrees to indemnify and/or reimburse Globalgig for all fines, including, but not limited to, permits required by law, permit fees, permit fines, and false alarm fines imposed by any First Responder or governmental authority against Globalgig relating to Services provided to Customer's Subscribers.
10. **SUBSCRIBER CANCELLATION NOTICE.** Customer shall promptly notify Globalgig of any cancellation by a Subscriber of any Service and provide Globalgig with any supporting documentation that Globalgig may reasonably request. In the event monitoring is terminated for any reason, Globalgig shall have the right to disregard Signals and take whatever procedures that may be necessary to remove or erase the programming to prevent Signals from being transmitted to Globalgig.
11. **EXCESSIVE SIGNALS.** Customer agrees to make best efforts to correct any Subscriber account identified as having excessive incoming alarm Signals as soon as practicable but no later than ten (10) days after notification by phone and e-mail. If such Subscriber account(s) are not corrected, Customer shall pay Globalgig's prevailing charges for excessive activity or discontinue Services for the applicable Subscriber. Customer shall reimburse Globalgig for all expenses incurred, including Globalgig's legal fees, if any, in connection with excessive incoming alarm Signals incurred by Globalgig to terminate the excessive Signals or recover any amount owed by Customer to Globalgig.
12. **NO WARRANTY.** NO EXPRESS OR IMPLIED WARRANTIES EXTEND BEYOND THE FACE OF THIS ADDENDUM. GLOBALGIG MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
13. **LIMITATION OF LIABILITY.** IF GLOBALGIG IS FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO ITS NEGLIGENCE OR FAILURE TO PERFORM ITS OBLIGATIONS IN THIS ADDENDUM, INCLUDING MONITORING OR NOTIFICATION SERVICES, IN ANY RESPECT AT ALL, GLOBALGIG'S MAXIMUM LIABILITY WILL BE TEN THOUSAND DOLLARS (\$10,000.00). GLOBALGIG EXPRESSLY DENIES, AND CUSTOMER RELEASES GLOBALGIG FROM, ALL LIABILITY FOR ANY OTHER LOSS OR DAMAGE WHICH MAY OCCUR PRIOR TO, SIGNING THIS ADDENDUM. THIS INCLUDES LIABILITY BASED ON CONTRACT, TORT, NEGLIGENCE, WARRANTY (INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), AND ANY OTHER THEORY OF LIABILITY. THIS EXCLUSION SPECIFICALLY COVERS LIABILITY FOR: LOST PROFITS; LOST OR DAMAGED PROPERTY; LOSS OF USE OF PROPERTY OR THE PREMISES; GOVERNMENTAL FINES AND CHARGES; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS EXCLUSION ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, AND PUNITIVE.
14. **INDEMNIFICATION.** Customer shall indemnify, defend, and hold harmless Globalgig from any claim, cost, damage, demand, liability, loss, penalty, proceeding, obligation, and/or reasonable attorney's fees ("**Claim**") brought against Globalgig that relate to the Services Globalgig provides, including, but not limited to, Claims brought against Globalgig by Subscribers and Claims arising under contract, warranty, or any other theory of liability. Notwithstanding the immediately preceding sentence, Customer shall have no obligation to indemnify Globalgig to the extent that Claims result from the gross negligence and willful misconduct of Globalgig. In case of any third-party Claim covered by Customer's insurance carrier, Customer agrees not to look to Globalgig for reimbursement if Globalgig was not the direct cause of Claim.
15. **MEDICAL ALERT SIGNALS.** If a System transmits medical alert Signals, the provisions of this Section shall apply. CUSTOMER ACKNOWLEDGES AND AGREES THAT IT IS CUSTOMER'S SPECIFIC INTENT THAT ALL MEDICAL ALERT SIGNALS SHALL BE DEEMED BY THE PARTIES TO BE GENERAL EMERGENCY SIGNALS (HEREINAFTER "**GENERAL EMERGENCY SIGNALS**") AND NOT SIGNALS DENOTING ANY SPECIAL MEDICAL EMERGENCY REQUIRING GLOBALGIG TO NOTIFY OR DISPATCH ANY MEDICAL, HOSPITAL, AMBULANCE, OR OTHER LIKE ENTITY, PERSON, OR SERVICE (HEREINAFTER "**MEDICAL ASSISTANCE**"). CUSTOMER ACKNOWLEDGES AND AGREES THAT GLOBALGIG'S SOLE RESPONSIBILITY UPON RECEIPT OF A GENERAL EMERGENCY SIGNAL IS TO PERFORM THE MONITORING SERVICES PURSUANT TO SECTION 2. CUSTOMER UNDERSTANDS AND AGREES THAT GLOBALGIG IS NOT OBLIGATED TO NOTIFY OR DISPATCH MEDICAL ASSISTANCE AND THAT GLOBALGIG SHALL HAVE NO LIABILITY FOR FAILING TO DO SO. IF GLOBALGIG ELECTS TO NOTIFY OR DISPATCH MEDICAL ASSISTANCE, GLOBALGIG'S LIABILITY FOR DOING SO SHALL BE LIMITED AS SET FORTH IN THIS ADDENDUM. GLOBALGIG TAKES NO RESPONSIBILITY FOR THE FIRST RESPONDERS' RESPONSE TO SUCH A SIGNAL. CUSTOMER AGREES THAT IT IS CUSTOMER'S SOLE RESPONSIBILITY TO ADVISE SUBSCRIBERS TO PREPARE

FOR ANY MEDICAL EMERGENCY.

16. **VIDEO SIGNALS.** If the System transmits video images, Customer shall, or shall cause Subscriber to, (a) provide and maintain adequate power and lighting for all cameras or other video-related equipment; (b) inform all persons on or about the premises being monitored that they may be monitored by video; (c) not install, use, or permit the use of video where any person may have a reasonable expectation of privacy; (d) use broadband connectivity exclusively to transmit video images; (e) use the video System for security surveillance only; (f) not use the video System for any criminal, illegal, or otherwise unlawful activity; and (g) obtain and keep in effect all permits or licenses required for the installation and operation of the video System. Customer understands and agrees that (i) a video System enables Globalgig to record, store, view, and review images of the interior of the monitored premises and the area outside of the monitored premises, and (ii) video with audio capability enables Globalgig to listen to, record, store, and review oral communications from the interior of the monitored premises and the area outside of the monitored premises. Customer, for Customer and Subscriber, hereby agrees, authorizes and consents to Globalgig recording, storing, viewing, and reviewing video images and listening to, recording, storing, and reviewing oral communications transmitted from the video System at the monitored premises.
17. **ACCEPTANCE OF THIS ADDENDUM.** USE OF A SERVICE CONSTITUTES ACCEPTANCE OF THIS ADDENDUM BY CUSTOMER. BY ACCEPTING THIS ADDENDUM, CUSTOMER ACKNOWLEDGES AND AGREES TO RECEIVE AND PAY FOR THE SERVICES PROVIDED BY GLOBALGIG, INCLUDING ANY SUBSEQUENT SERVICE ORDERS, UNDER THIS ADDENDUM AND IN ACCORDANCE WITH THE AGREEMENT.

THIS ADDENDUM IS MADE PART OF AND INCORPORATED IN THE AGREEMENT AND CONSTITUTES THE ENTIRE UNDERSTANDING BETWEEN GLOBALGIG AND CUSTOMER WITH RESPECT TO THE SUBJECT MATTER HEREIN. ALL SERVICES RELATED TO THE SUBJECT MATTER OF THIS ADDENDUM AND ACTIVE AS OF THE EFFECTIVE DATE SHALL BE GOVERNED EXCLUSIVELY BY THIS ADDENDUM AND THE AGREEMENT.

[END OF DOCUMENT]