

LEASED EQUIPMENT SERVICE ADDENDUM

This Addendum for Leased Equipment 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. **DESCRIPTION. “Leased Equipment”** means the equipment consisting of a modem, router, SD-WAN appliance, firewall, and, if applicable, controllers, hardware, and local-area network devices. Some Globalgig Services require the use of Globalgig Leased Equipment, and other Globalgig equipment, such as, but not limited to, ancillary customary mounting and installation materials. Customer’s rights to and use of such Leased Equipment and other Globalgig equipment are described herein. Globalgig shall provide the Leased Equipment to Customer during the Service Term as set forth on the Service Order. Depending on the type of Service plan selected, Globalgig may ship the Leased Equipment to Customer’s location, and, in some instances, Customer may also be required to self-install the Leased Equipment. Upon request by Globalgig, Customer will provide Globalgig a primary contact for the Service location for troubleshooting and account maintenance purposes. In the event of expiration or termination of Leased Equipment, Globalgig may detail a specific renewal or cancellation procedure applicable to the affected Leased Equipment.
 - 1.1 **REPLACE, REFRESH, AND RETURN.** Globalgig has the right, in its sole discretion, to provide or replace the Leased Equipment with new or reconditioned Leased Equipment with a like model or better model than previously deployed. Globalgig maintains sole discretion to refresh Leased Equipment upon warranty expiration or Platform Vendor End of Supportability. Globalgig also has the right to remove or require the return of any or all Leased Equipment (whether in working order or not) upon cancellation or disconnection of Service for any reason. Globalgig will, at no additional charge, replace Leased Equipment that Globalgig, in its sole discretion, determines to be defective (“**Defective Equipment**”). Defective Equipment replacement expressly excludes charges for service calls and for damage to, or destruction, or misuse of the Leased Equipment by Customer or any third party, excluding any third-party Globalgig designee, whether accidentally or otherwise. Customer shall notify Globalgig promptly of any defect in, damage to, destruction of, or accident involving Leased Equipment by emailing support@globalgig.com. All maintenance and repair of Leased Equipment shall be performed by Globalgig or Globalgig’s designee(s). Globalgig will charge for any repairs that are necessitated by any damage to, or destruction, or misuse of the Leased Equipment, and Customer shall be responsible for any associated shipping costs.
 - 1.2 **OWNERSHIP BY GLOBALGIG.** Title to and ownership of the Leased Equipment shall at all times remain with Globalgig. Globalgig’s ownership of the Leased Equipment may be displayed by notice contained on it. Globalgig reserve the right to make filings with governmental authorities we determine necessary to evidence our ownership rights in the Leased Equipment, and Customer agree to execute any and all documents as we determine necessary for us to make such filings. Customer shall not pledge, sell, mortgage, otherwise encumber, give away, remove, relocate, tamper with, or alter the Leased Equipment (or any notice of our ownership thereon) at any time. Globalgig will perform any reinstallation, return, or change in the location of the Leased Equipment at our service rates in effect at the time of such service.
 - 1.3 **RESPONSIBILITY FOR CARE OF LEASED EQUIPMENT.** Customer is solely responsible for preventing the loss, damage, or destruction of Leased Equipment. Depending on the type of Service selected, Customer may be responsible for the installation of Leased Equipment.
 - 1.4 **RETURN OF EQUIPMENT.** If Customer ceases to be a Globalgig customer for any reason (whether voluntarily or involuntarily), Customer must email Globalgig support@globalgig.com no later than seven (7) days after the termination of Service to arrange for the return of Leased Equipment, unless otherwise agreed to by the Parties. Customer acknowledges and agrees to return the Leased Equipment to Globalgig in good working order, normal wear and tear excepted.
 - 1.5 **DISCLAIMER.** GLOBALGIG PROVIDES THE LEASED EQUIPMENT AS IS AND MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING THE LEASED EQUIPMENT. LEASED EQUIPMENT MAY BE NEW OR REFURBISHED. ALL WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. GLOBALGIG IS NOT RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND RELATING TO THE LEASED EQUIPMENT PROVIDED.

- 1.6 **CUSTOMER ACKNOWLEDGEMENT.** Customer acknowledges and agrees that Globalgig is not extending credit and that any fee we may charge does not constitute interest, a credit service fee, or a finance charge.
- 1.7 **STOLEN LEASED EQUIPMENT.** If Leased Equipment is stolen or otherwise removed from the designated installation location without authorization, Customer will notify Globalgig by telephone or in writing immediately, but in any event not more than three (3) business days after such removal, to avoid liability for payment for unauthorized use of Leased Equipment. Customer will not be liable for unauthorized use that occurs following Globalgig's receipt of Customer's notification.
2. **PERMISSIONS FOR INSTALLATION.** Authority to Permit Installation of Equipment on the Customer Location. Customer represents and warrants that the Service will be installed and used solely within the designated installation location and that there are no legal, contractual, or similar restrictions on the installation of the Globalgig equipment or Leased Equipment, as applicable, (the "**Equipment**") within the designated installation location(s) that Customer has authorized. It is Customer responsibility to ensure compliance with all applicable building codes, zoning ordinances, business district or association rules, covenants, conditions, restrictions, and lease obligations related to the designated installation location applicable to the Service (and the installation of the Service), to pay any fees or other charges, and to obtain any permits or authorizations necessary for the Service and the installation of the Equipment (collectively, "**Legal Requirements**"). Without limiting the foregoing, to the extent Customer is leasing the designated installation location, Customer shall secure any landlord approvals that are necessary or advisable and pay any associated fees prior to installation of the Equipment. Globalgig shall not be required to execute any agreements with any third party in connection with the installation. Customer is solely responsible for any fines or similar charges for violation of any applicable Legal Requirements. If Customer approves a roof mount installation, Customer acknowledges the potential risks and costs associated with this type of installation (including, without limitation, any warranty that applies to the roof or roof membrane).
- 2.1 **ACCESS TO CUSTOMER'S LOCATION AND NETWORK.** Customer acknowledges and agrees that Globalgig or its contracted service provided ("**Designated Service Provider**") must access the designated installation location and, in certain circumstances, Customer's computer, network, or other devices to install and maintain the Equipment, including the receiver (which may require roof access). This will include attaching the Equipment to Customer's computer or other devices and, if applicable, installing software on Customer network, computer, or other network devices and configuring Customer's network, computer, or other network devices to optimize the performance of the Service. Customer has reviewed the installation plan and agrees to any associated charges. Customer is responsible for backing up the data on Customer's computer or other devices prior to permitting access to Globalgig or a Designated Service Providers. EXCEPT AS ARISES FROM THE GROSS NEGLIGENCE OF GLOBALGIG OR ITS DESIGNATED SERVICE PROVIDERS, NEITHER GLOBALGIG NOR ITS DESIGNATED SERVICE PROVIDERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSSES RESULTING FROM THE EQUIPMENT OR ANY INSTALLATION, REPAIR, OR OTHER SERVICES ASSOCIATED WITH THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, DAMAGE TO THE CUSTOMER LOCATION OR LOSS OF SOFTWARE, DATA, OR OTHER INFORMATION FROM YOUR COMPUTER, NETWORK, OR OTHER DEVICES. Time frames for installation, if any, are not guaranteed and may vary depending on the types of Service requested and other factors. If Globalgig determines, in its sole discretion, that there are unacceptable hazards associated with the installation, Globalgig may discontinue the installation at any point and terminate the affected Service without liability. In such a case, Customer will not incur any early termination fees.
- 2.2 **AUTHORIZATION FOR INSTALLATION.** Customer hereby authorize Globalgig or its Designated Service Provider to perform the installation of the Equipment at the designated installation location, subject to the terms of this Section 2, and initiate the Service.
3. **Software License for Equipment.** The Equipment contains software and/or other intellectual property that are subject to license agreement(s). Any breach of such license agreement(s) constitutes a breach of the Agreement.
4. **SERVICE CALLS AND RETURN MATERIAL AUTHORIZATION ("RMA").** Globalgig keeps active warranty and support contracts on its Leased Equipment. Globalgig will leverage the platform vendor for TAC access and RMA support based on the level of service purchased from platform vendor. Globalgig will waive its standard service call charge if Globalgig makes a service call (truck roll), unless such service call was necessitated as a result of damage to, or destruction, or misuse of, the Equipment. Section 4.1 provides reference for the Globalgig platform RMA policies.
- 4.1 Palo Alto Prisma SD-WAN (formerly CloudGenix) are procured with Premium Support Option, offering 24/7/365 Support and Next-Business-Day advance hardware replacement. This offering can be upgraded during purchase or while in contract to 4-Hour Replacement – Same Day Service by working with the Globalgig Sales Team. For details on the Palo Alto platform vendor support and RMA processes, please visit:

4.1.1 https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/datasheets/support/rma-process-policy.pdf

4.1.2 <https://www.paloaltonetworks.com/services/support/customer-support-plan>

4.2 Cisco SD-WAN (or Viptela) are procured with 24x7x365 access to TAC support and 8x5xNBD advance hardware replacement. This offering can be upgraded during purchase or while in contract to 8x5x4 or 24x7x4 at additional monthly cost by working with the Globalgig Sales Team. For details on the Palo Alto platform vendor support and RMA processes, please visit:

4.2.1 https://www.cisco.com/c/m/en_us/customer-experience/support/smart-net-total-care.html

4.2.2 <https://www.cisco.com/c/en/us/products/collateral/cloud-systems-management/smart-net-total-care/datasheet-c78-735459.html>

4.3 Cisco Meraki is procured with Enterprise support offering 24x7x365 access to the Meraki Support Team and advance hardware replacement RMA. RMA hardware will ship within one (1) business day after diagnosis. For details on the Cisco Meraki platform vendor support and RMA processes, please visit:

4.3.1 <https://meraki.cisco.com/support/#overview>

4.3.2 <https://meraki.cisco.com/support/#policies>

4.4 Fortinet products are procured with FortiCare 24x7x365 and standard Next-Business-Day advance hardware replacement. This offering can be upgraded during purchase or while in contract to 4-Hour Replacement – Same Day Service by working with the Globalgig Sales Team. For details on the Fortinet platform vendor support and RMA processes, please visit:

4.4.1 <https://www.fortinet.com/support/support-services/forticare-support#overview>

4.4.2 <https://www.fortinet.com/content/dam/fortinet/assets/solution-guides/sb-forticare-technical-support-and-rma-services.pdf>

4.5 Peplink products are procured with Essential Care and supported by our 24x7x365 NOC. Globalgig provisioning will provide replacement equipment out of existing inventory or via a new order. Globalgig support will work with Customer to facilitate failed hardware return. For details on the Peplink platform vendor support and RMA processes, please visit:

4.5.1 <https://www.peplink.com/support/policies/>

4.6 Cradlepoint products are procured with NetCloud subscriptions, providing 24x7x365 Enterprise-level support. This subscription provides Advanced Exchange, allowing for next-business-day hardware replacement. For details on the Cradlepoint platform vendor support and RMA processes, please visit:

4.6.1 <https://cradlepoint.com/products/netcloud-service/subscription/>

4.6.2 <https://customer.cradlepoint.com/s/article/How-can-I-get-an-RMA-replacement?ui-knowledge-components-aura-actions.KnowledgeArticleVersionCreateDraftFromOnlineAction.createDraftFromOnlineArticle=1&ui-force-components-controllers-recordGlobalValueProvider.RecordGvp.getRecord=1>

5. **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.

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