

POTS REPLACEMENT SERVICE ADDENDUM

This Addendum for POTS Replacement 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.** Plain Old Telephone Service (“**POTS**”) Replacement Service consists of the applicable Panel Line replacement option below, data services, and any related hardware provided by Globalgig (hereinafter, “**Service(s)**”). In accordance with Globalgig’s Alarm Line Monitoring Services Addendum, Globalgig may provide access to a monitoring Central Station for alarm line transmission and communication for an additional fee. Customer acknowledges and agrees that all IP addresses provided by Globalgig shall remain the property of Globalgig and are non-transferable.
 - 1.1 **POTS REPLACEMENT FOR NON-FIRE PANEL LINES.** Globalgig provides solutions for replacing traditional landlines, also known as POTS lines, for Non-Fire-Panel service with VoIP and the cellular network and/or via VoIP and the wireline data network. Use cases include, but not limited to voice, fax lines, elevator, ATM machines, emergency call boxes, and point-of sale-systems.
 - 1.2 **POTS REPLACEMENT FOR BURGLAR AND FIRE-PANEL LINES.** Globalgig provides solutions for replacing traditional landlines, also known as POTS (Plain Old Telephone Service) lines, for Burglar and Fire-Panels with the cellular network Non-VoIP solution.
 - 1.3 **SERVICE AVAILABILITY.** 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 a stand-alone 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, terrain, buildings construction material, foliage, and weather. Globalgig will make its best effort to determine which cellular carrier has the best signal strength to utilize at deployment. During normal use, Customer’s Service may experience such unpredictable conditions and causes, leading to Service degradation and restrictions. Globalgig shall not be liable for any resulting loss of Service or damages.
 - 1.4 **SERVICE HARDWARE.** Globalgig is responsible for following a standard installation process. A successful installation will be based on the ability to have dial tone and to conduct inbound and outbound voice calls. Globalgig will configure the Service and its related hardware, such as Analog Terminal Adapter (ATA), cellular router, elevator ATA, fire panel communicator, security alarm communicator or modem. Once connectivity has been established with the data network, Globalgig will complete test calls before handing the Service to Customer.
2. **911 SERVICE.** “**911 Service**” means functionality that allows end users to contact emergency services. 911 Services include Enhanced 911 Service, which has the ability to route an emergency call to the Public Safety Answering Point (“**PSAP**”) assigned to the primary Subscriber address and (subject to Customer’s obligations herein) provide the Subscriber’s address and DID/DOD information. Globalgig offers 911 Services as part of the Service, subject to the limitations stated herein.
 - 2.1 911 Services provided herein are the static implementation of Globalgig E-911 direct portfolio of services. Customer shall ensure that DID/DODs are assigned to users whose primary address is associated with such DID/DODs and shall ensure that users do not use Service from a location different from the user’s primary address. 911 Services will not function or will not function properly: (i) if a user attempts a 911 call from a location different from the user’s address provided to Globalgig; (ii) during any disruption of power at the user location; (iii) during any disruption of internet connectivity to the user location; (iv) during any period where service to a user has been cancelled or suspended for any reason (including suspensions or cancellations for failure to pay or other default); (v) if incorrect or invalid user address information is provided, or if such information is not updated in the event of a change in primary location; or (vi) if any hardware provided to or used by the user in connection with Service fails to function or is improperly (or is not) installed or configured. 911 Services will not function until correct and valid address information has been input into the appropriate database(s), which may occur shortly after initial Service activation

including following Port-Ins under Section 3 below.

2.2 Globalgig may determine, in its reasonable discretion, that 911 Service limitations or requirements are different than those stated herein are necessary or advisable based on Globalgig's interpretation of currently evolving 911 Service laws, rules, and regulations. Customer agrees to negotiate modifications to this Section as requested by Globalgig, and if agreement respecting the same cannot be reached, Globalgig may terminate the affected 911 Service without liability.

3. **LOCAL NUMBER PORTABILITY.** Globalgig offers the following local number portability services.

3.1 **PORTING IN.** Upon submission of a Service Order, Customer may (in accordance with Globalgig's standard operating procedures and then-current LNP Service Reference Guide) port a geographically relevant telephone number to Globalgig ("**Port-In**") for use with POTS Line Replacement Service. Customer represents and warrants that it has all necessary rights and authority necessary for any Port-In and will provide copies of letters of authority authorizing the same upon request. Customer shall indemnify, defend, and hold harmless Globalgig and its Affiliates from any third-party Claim related to or arising out of any Port-In (or request for Port-In or Port-In cancellation). Port-In requests may not be available for an existing number if line restrictions (i.e., non-published number) apply. In such event, a new number will be assigned by Globalgig for the applicable line.

3.2 **PORTING OUT.** Globalgig may receive requests to port a telephone number currently assigned to a Subscriber to a third-party provider ("**Port-Out**"). Prior notice of Port-Outs will not be provided; Globalgig will provide a report of subsequent Port-Outs in accordance with the LNP Reference Guide. Globalgig will support valid Port Out requests in accordance with Globalgig's standard operating procedures, including those procedures described in Globalgig's current LNP Service Reference Guide.

4. **CUSTOMER RESPONSIBILITIES.** To ensure that Services operate properly, Customer acknowledges and agrees that it will:

4.1 Contact Globalgig immediately once Customer is aware of a loss in dial tone or the ability to dial out.

4.2 Provide for a safe and appropriate environment for the Service any related hardware.

4.3 Be responsible for the implementation of security procedures and standards with respect to use of and access to the Service. Customer is responsible for providing protection to prevent illegal access to the Service. Customer shall provide Globalgig with reasonable access to each Service location listed on a Service Order as necessary for Globalgig to review, install, inspect, maintain, or repair any Service. Globalgig may perform an installation review of each Service location prior to installation of the Service at that location. Customer shall be responsible, at its own expense, for all site preparation activities necessary for delivery and installation of the Service, as well as the ongoing provision of Service, including, but not limited to, providing electrical or other utility service, the relocation of Customer's equipment, furniture, and furnishings as necessary to access Services.

4.4 GLOBALGIG'S BATTERY BACK-UP SERVICE IS REQUIRED FOR FIRE ALARM AND BURGLAR ALARM COMMUNICATORS. IF CUSTOMER DOES NOT PURCHASE GLOBALGIG'S BATTERY BACK-UP SERVICE, THEN CUSTOMER IS RESPONSIBLE FOR PROVIDING UNINTERRUPTED AC POWER TO THE SERVICE. ANY POWER INTERRUPTION MAY RESULT IN A LOSS OF SERVICE, INCLUDING 911 SERVICE AND SIMILAR EMERGENCY SERVICES. THEREFORE, CUSTOMER MUST ARRANGE FOR BACKUP POWER FOR THE SERVICE OR ALTERNATIVE 911 SERVICE NOT DEPENDENT ON CONTINUOUS AVAILABILITY OF AC POWER TO ENABLE OPERATION.

4.5 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, 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) which 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 is 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.

5. **RIGHTS TO LIMIT, SUSPEND, OR TERMINATE.** 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 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: (a) engages in abusive messaging or calling; (b) modifies any Products from its manufacturer's specifications; or (c) uses 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.

6. WARRANTY; LIMITATION OF LIABILITY.

- 6.1 Globalgig agrees to pass through to Customer the manufacturer warranty provided to Globalgig by its third-party hardware vendors in connection with hardware provided and installed by Globalgig to deliver Services, to the extent permitted by the terms and conditions of such warranty and this Section 6. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THE MANUFACTURER'S WARRANTY PASSED THROUGH TO CUSTOMER. THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR A WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, THE MANUFACTURER'S WARRANTY IS IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF GLOBALGIG. Any action for breach of warranty, including, but not limited to, any implied warranty of merchantability, must be brought within the three (3) months following the end of the warranty period. IN NO CASE SHALL GLOBALGIG BE LIABLE TO ANYONE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED, EVEN IF THE LOSS OR DAMAGE IS CAUSED BY GLOBALGIG'S DIRECT NEGLIGENCE OR FAULT.
- 6.2 Globalgig shall have no obligation, and no warranty will apply, to any hardware or any part thereof which has been repaired by others, improperly installed, improperly used, abused, altered, damaged, subjected to accident, nuisance, flood, fire, acts of God, or on which any serial numbers have been altered, defaced, or removed. Globalgig will not be responsible for any dismantling, reassembly, or reinstallation charges.
- 6.3 In case of defect and in order to exercise the warranty, the hardware must be returned to Globalgig, with shipping costs prepaid and insured to Globalgig. Globalgig will, in accordance with the applicable warranty, repair or replace any hardware under a warranty without charge to Customer. After repair or replacement, Globalgig assumes the cost of returning the hardware under warranty.
- 6.4 The manufacturer's warranty contains the entire warranty. It is the sole warranty, and any prior agreements or representations, whether oral or written, are expressly cancelled. Globalgig neither assumes nor authorizes any other person purporting to act on its behalf to modify, to change, or to assume any other warranty or liability concerning the hardware.
- 6.5 In no event shall Globalgig be liable for an amount in excess of Globalgig's original selling price of the hardware, for any loss or damage, whether direct, indirect, incidental, consequential, or otherwise arising out of any failure of the hardware. The warranty, as hereinabove set forth, shall not be enlarged, diminished, or affected by, and no obligation or liability shall arise or grow out of, Globalgig's rendering of technical advice or service in connection with Customer's order of the goods furnished hereunder.
- 6.6 GLOBALGIG RECOMMENDS THAT THE ENTIRE SYSTEM BE COMPLETELY TESTED WEEKLY.
- 6.7 **WARNING:** Despite frequent testing, and due to, but not limited to, any or all of the following: criminal tampering, electrical or communications disruption, it is possible for the Service to fail to perform as expected. Globalgig does not represent that the Service may not be compromised or circumvented, that the Service will prevent any personal injury or property loss by burglary, robbery, fire, or otherwise, nor that the Service will in all cases provide adequate warning or protection. A properly installed and maintained alarm may only reduce risk of burglary, robbery, fire, or otherwise, but it is not insurance or a guarantee that these events will not occur. CONSEQUENTLY, GLOBALGIG SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, OR OTHER LOSS BASED ON A CLAIM THE SERVICE FAILED TO GIVE WARNING. Therefore, Customer shall take any and all precautions necessary for safety, including, but not limited to, fleeing the premises and calling police or fire department, in order to mitigate the possibilities of harm and/or damage.
- 6.8 Globalgig is not an insurer of either the property or safety of anyone and limits its liability for any loss or damage, including incidental or consequential damages, to Globalgig's original selling price of the hardware, regardless of the cause of such loss or damage.
- 6.9 Some states do not allow limitations on how long an implied warranty lasts, do not allow the exclusion or limitation of incidental or consequential damages, or differentiate in their treatment of limitations of liability for ordinary or gross negligence. Therefore, the above limitations or exclusions may not apply to Customer. The warranty gives Customer

specific legal rights and Customer may also have other rights which vary from state to state.

7. **911 SERVICE ADVISORY AND SPECIFIC LIMITATION OF LIABILITY.** Customer is advised that, like any telephony application, Service will provide 911 functionality to Customer for use, provided that: (1) 911 functionality is available in the PSAP area serving Customer's location where the Service will be deployed; (2) Customer has properly configured its PBX and associated equipment to properly route calls to and from individual DIODs within the physical site served by Customer's telephony equipment; and (3) Customer ensures that its telephony equipment and IAD are properly maintained and receiving uninterrupted power at all times. The Service is also compatible with standard 911 Service used in areas where the PSAP is not capable of receiving enhancements.
8. **INDEMNITY.** Customer acknowledges and understands that Globalgig's liability is limited for any Service outage and/or inability to dial 911 from Customer's line or to access emergency service personnel, as set forth in this Addendum. Customer agrees to defend, indemnify, and hold harmless Globalgig from any and all Claims by, or on behalf of Customer or any third party or End User of Customer relating to death or injury to persons, damage to tangible property, or the absence, failure, or outage of a Service, including 911 Service dialing and/or inability of Customer or any third person, party or End User of Customer to be able to dial 911 or to access emergency service personnel.
9. **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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