

ADDENDUM TO THE MASTER SERVICE AGREEMENT WIRELESS WAN SERVICES

This Addendum for Wireless WAN Services is made by and between iGEM Communications LLC, dba Globalgig, a Texas LLC, and its Affiliates (“Globalgig”) and the customer identified on the applicable Service Order (“Customer”) and is part of their Master Service Agreement between the Parties (“Agreement”). Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

1. Wireless Device and SIM Card. As part of provisioning the Service, Customer will be issued a device or devices and/or a SIM card or SIM cards. Customer Provided Equipment of wireless device or SIM Card may not work with another wireless network, or the other wireless carrier may not accept Customer Provided Equipment on its network. 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 may cause the Service not to function properly and/or incur higher usage charges. Customer shall not replace the wireless device with any other device serviced by another carrier. Switching the device and/or SIM card may cause Service malfunction and Globalgig shall not be liable for any loss of service or damages resulting from Customer either changing the device or moving the device to a different physical location. 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. 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. Customer is responsible and must pay any charges unrelated to those in dispute. 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. 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 Globalgig 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.
3. Customer Responsibilities. Customer acknowledges that Service is a 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 broadband service with metered broadband may result in a higher bill than would normally occur on unmetered broadband service. It is the Customer’s responsibility, not Globalgig’s, to determine the usage parameters for the Service and 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.
4. Globalgig Responsibilities. Globalgig is responsible for following a standard install process, defined below, when activating service with device(s) involved. A successful install 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 install 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

Install 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, install activity is complete resulting in a “No Install”. If a No Install occurs, Customer may: (a) accept the Service as-is; (b) order a different SIM/carrier with Globalgig; (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).

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; (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.
6. Security. 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.
7. Acceptance of This Addendum. By accepting this Addendum, Customer agrees to receive and pay for the Service 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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