

SUPPLEMENTAL TERMS FOR BROADBAND SERVICES (NON-STARLINK)

1. **AGREEMENT.** These Supplemental Terms for Broadband Services (Non-Starlink) ("Supplemental Terms") are incorporated by reference into and form part of the Agreement between Lessor and Lessee. All capitalized words used and not otherwise defined in these Supplemental Terms shall have the same meanings and definitions as those used in the Agreement. As used herein, "Agreement" shall mean, collectively, the Lease Agreement between Lessor and Lessee and the Lease Terms and Conditions and Supplemental Lease Terms and Conditions located at <https://www.mobilemodular.com/contractterms>, or any other agreement under which Lessor has agreed to lease Equipment to Lessee.
2. **SERVICES.** The Equipment leased by Lessee under the Agreement has been equipped with Accessories designed to enable broadband internet access purchased by Lessor from a third-party wireless services carrier, as set forth in the Agreement. By equipping the Equipment with such Accessories, Lessor is facilitating Lessee's access to and use of the broadband internet service supplied by such third-party wireless services carrier. Lessor agrees to provide to Lessee and Lessee agrees to purchase from Lessor access to the broadband connectivity service (the "Service") on the terms and conditions contained herein. Lessee acknowledges that Lessor utilizes and relies upon a third-party wireless services carrier for the provision of the Services to Lessee as a reseller or agent of such third-party wireless services carrier. Lessee covenants and agrees to abide by the subcontractor terms and conditions as set forth at Attachment 1 hereto.
3. **CHARGES.** Lessee agrees to pay Lessor monthly throughout the Term and any renewal terms, commencing on the Service Commencement Date (as set forth on the Agreement) and on the first day of each monthly billing period thereafter, the Monthly Recurring Charges (MRC) for the Service as set forth in the Agreement. The first payment shall be prorated from the Service Commencement Date through the end of the calendar month in which the Service Commencement Date occurs. All Nonrecurring Charges, including, but not limited to installation charges shall be payable with the first payment of Monthly Recurring Charges. Lessor shall submit monthly invoices to Lessee and payment of all charges shall be due at the address shown on the invoice no later than thirty (30) days after the date of the invoice. Any amounts not paid on or before the due date shall accrue interest at the rate of one and a quarter percent (1.25%) per month.
4. **TERM.** This Addendum shall be for the term specified on the attached Agreement, or month to month if none listed, commencing on the date when Lessor notifies Lessee that the Services are ready for use by Lessee (Service Commencement Date) and shall automatically renew on a month-to-month basis at the prevailing rates listed thereafter unless either party gives the other party at least thirty (30) days notice of its intent to cancel the current term.
5. **SERVICE SUSPENSION OR TERMINATION.** Lessor may suspend or terminate the Service if: (1) Lessee fails to pay all or any portion of overdue fees within ten (10) business days after written notice from Lessor, or (2) Lessee fails, within ten (10) business days after written notice, to comply with Lessee's other obligations under this Addendum or any applicable terms. Lessor may, without notice, immediately suspend or terminate one or more Services for violation of any regulation, rule, or law of any governmental authority or if fraudulent usage is suspected. Lessor may, from time to time without liability to Lessee, suspend the Service for routine maintenance or rearrangement. Whenever reasonably possible Lessor will give Lessee advance notification of such routine maintenance.
6. **RESPONSIBILITY FOR LESSOR SUPPLIED EQUIPMENT.** Lessor may supply Accessories and other equipment such as modems, gateways, routers, or wireless cards, at no charge or for a one time or reoccurring fees, to operate the Service. Lessee acknowledges that such equipment may require updates and/or changes to the software resident in the equipment, and that Lessee may be required to perform such updates and/or changes. Equipment installed by Lessor shall remain the sole property of Lessor. Lessee assumes all risk of loss and/or damage to such equipment from any cause other than equipment failure due to normal wear and usage and/or electronic failure caused through no fault of the Lessee. Upon termination of a Service, Lessee shall, within three (3) business days, return the equipment to Lessor. In the event Lessee fails or refuses to timely return the equipment, or the same is lost, altered, destroyed, damaged or stolen, Lessee shall pay Lessor the reasonable replacement cost of the equipment, plus any costs incurred by Lessor arising from the loss of or damage to the equipment within 10 days of invoice from Lessor. If it is not paid in that time, Lessor shall bill the equipment to the Lessee's account. Lessor does not provide technical assistance for third party hardware or software, including but not limited to home networks or gaming systems. Any questions concerning third party hardware or software should be directed to the manufacturer of that product. Lessor is not responsible for the operation or support, maintenance or repair of any equipment, software or services that Lessee elects to use in connection with the Internet Service.
7. **SECURITY.** Lessee acknowledges and agrees that when using the Service to access the Internet or any other online network or service, there are certain risks that may enable other Internet users to gain access to or use of the equipment. Lessee is responsible for taking and should take all appropriate security measures when using the Service. Lessee assumes sole responsibility for Lessee's equipment used in conjunction with the Internet Service and for providing and configuring any "firewall" or security measures for use with the Service to prevent damage from viruses, malware, or other similar malicious items and to prevent unauthorized access to the Service, and Lessee, not Lessor, shall be solely responsible in any manner for the effectiveness of these blocking and filtering technologies. Lessor does not warrant that others will be unable to gain access to Lessee's computer(s) and/or data even if Lessee utilizes blocking and filtering technologies, nor does Lessor warrant that the data or files will be free from computer viruses or other harmful components. Lessor has no obligation to monitor content; however, Lessee agrees that Lessor has the right to monitor the Service (including but not limited to, content and Lessee equipment as it may affect the Service from time to time) in accordance with this Addendum.
8. **COMPLIANCE WITH LAWS.** The Lessee warrants that its use of the Services will not violate any law, rule or regulations or violate or infringe upon the rights of any other party, including, without limitation, contractual rights, intellectual property rights, publicity, and privacy rights. Lessee agrees to comply with all applicable federal, state, and local laws, rules, and regulations in connection with its use of the Services. Lessee agrees to adhere to Lessor's Acceptable Use Policy, as the same may be amended from time to time.

9. **NO RESALE OF SERVICES OR USE OF SERVICES BY OTHERS.** Services provided by Lessor are for the sole use of the Lessee and are not for resale or license of any nature whatsoever by Lessee. Lessee is and shall be responsible for any misuse of services, even if the inappropriate activity was committed by a friend, family member, guest, employee, or any other person with access to Lessee's account.

10. **REPRESENTATIONS AND WARRANTIES OF CUSTOMER.** If Lessee is a corporation or limited liability company, Lessee represents that it is duly organized and in good standing in the jurisdiction of its organization and that the execution and delivery by the Lessee of this Addendum and the performance by the Lessee of its obligations hereunder have been authorized by all necessary action, do not require any approval or consent of any person or local, state, federal or other governmental authority, and do not and will not conflict with, result in any violation of, or constitute any default under, any provision of, the articles of organization or by-laws or other organizational documents of the Lessee or any contract, agreement, document or instrument to which it is a party or by which it is bound.

Lessee will not use, or allow others to use, the Service to send or receive, or otherwise use any information which infringes the patents, trademarks, copyrights, trade secrets or proprietary rights of any other person or entity. This includes, but is not limited to, digitization of music, movies, photographs or other copyrighted materials or software.

11. **USE OF CUSTOMER INFORMATION.** From time to time, Lessor or its subcontractors can provide the Lessee with product marketing or education information based on existing or presumed use of one or more Lessor services. This information is called Lessee Proprietary Network Information or CPNI. Lessor or its subcontractor may use CPNI to advise the Lessee on utilizing existing or new related products.

12. **LIMITATION OF LIABILITY.** LICENSEE EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT CUSTOMER'S SOLE RISK. NEITHER LESSOR NOR ANY OF ITS PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, LICENSERS, EMPLOYEES OR AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE AND NO WARRANTY IS MADE AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. LICENSOR DOES NOT WARRANT THAT THE INTERNET SERVICE WILL BE ERROR-FREE OR FREE OF ANY VIRUSES, WORMS, SPAM, POP-UP ADVERTISING, SPYWARE, ADWARE, DENIAL OF SERVICE ATTACKS OR OTHER HARMFUL COMPONENTS, EVEN IF COUNTERMEASURES HAVE BEEN DEPLOYED. THE SERVICES ARE DISTRIBUTED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, AND Lessor HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS ADDENDUM.

NEITHER LESSOR NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICES OR THE CUSTOMER'S INABILITY TO USE THE SERVICES OR FROM ANY BREACH OF WARRANTY. NOTWITHSTANDING THE FOREGOING, LESSOR'S ENTIRE LIABILITY TO CUSTOMER FOR ANY DAMAGES OF ANY KIND ARISING OUT OF THE SERVICES PROVIDED HEREUNDER OR ANY BREACH OF THIS ADDENDUM SHALL NOT EXCEED, IN AMOUNT, A SUM EQUIVALENT TO THE PROPORTIONATE NET CHARGE FOR THE AFFECTED SERVICES FOR ONE MONTH IMMEDIATELY PRECEDING THE EVENT GIVING RIGHT TO SUCH LIABILITY. Lessor's entire liability and Lessee's exclusive remedy with respect to the use of the Service or its software and equipment, or any breach by Lessor of any obligation Lessor may have under this Addendum, shall be Lessee's ability to terminate the Internet Service or to obtain the replacement or repair of any defective software or equipment provided by Lessor to Lessee.

13. **INDEMNIFICATION.** Lessee shall indemnify and hold harmless Lessor and its parent companies, subsidiaries, affiliates, officers, directors, agents and employees, from and against any and all claims, demands, causes of action, losses, damages, costs and expenses, including attorneys' fees (collectively referred to as "Claims") arising out of or in any manner relating to: (i) violation of any law, rule or regulation of any governmental authority or other agency by Lessee, its employees and agents; (ii) any claim for withholding or other taxes that are the responsibility of Lessee that might arise or be imposed on Lessor due to this Addendum or the performance of Services; (iii) any damage to property or personal injury (including death) arising out of the negligence or willful acts or omissions of Lessee, its employees or agents; (iv) breach of any representation, warranty, or obligation contained in this Addendum by Lessee; or (v) any act or omission of Lessee and its officers, directors, agents, employees or customers arising under or in any way related to this Addendum.

14. **FORCE MAJEURE.** If Lessor's performance of any obligation under this Addendum is prevented, restricted or interfered with by causes beyond its control, including, but not limited to failure or malfunction of Lessee-supplied equipment, acts of God, explosions, vandalism, cable cuts, storms, fires, flood or other catastrophes, power failure, national emergencies, insurrections, riots, wars, strike, lockouts, boycotts, work stoppages or other labor difficulties, or any law, order, regulation or other actions of any governmental authority, agency instrumentality, or of any civil or military authority, then Lessor shall be excused from such performance on a day-to-day basis to the extent necessary as a result of such restriction, interference or event. Lessor shall use reasonable efforts under the circumstances to avoid or remove such causes of nonperformance with reasonable dispatch.

15. **WAIVERS.** Failure of either party to enforce or insist upon compliance with the provisions of this Addendum shall not be construed as a general waiver or relinquishment of any provision or right under this Addendum.

16. **SURVIVAL.** The indemnifications, covenants and agreements of Lessee contained in this Addendum, including, but not limited to Lessee's obligations to pay all amounts due hereunder, shall survive any termination of this Addendum or termination of a Service. The rights and obligations under this Addendum shall survive any merger or sale of either Party and shall be binding upon the successors and permitted assigns of each party.

17. **SEVERABILITY.** If any term, covenant or condition of this Addendum or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, and the remainder of this Addendum, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Addendum shall be valid and be enforced to the fullest extent permitted by law.

18. **ENTIRE AGREEMENT.** This Addendum contains the entire agreement between the parties related to this subject matter and no alteration or variation of the terms of this Addendum shall be valid unless made in writing and signed by the duly authorized representatives of the Parties hereto. This Addendum supersedes any prior agreements or understandings between the parties hereto related to the subject matter described herein. The provisions of this Addendum, which by their nature extend beyond termination of the Agreement, will survive termination or expiration of the Agreement.

ATTACHMENT 1 TO SUPPLEMENTAL TERMS FOR BROADBAND SERVICES (NON-STARLINK)
Wireless Services Carrier Terms and Conditions

1. **DISCLAIMER OF WARRANTIES.** The wireless services carrier makes no representations or warranties, express or implied. The services provided by the wireless services carrier ("**Services**") are provided "as is" and any party using the bundled services ("**End User**") assumes all responsibility and risk for use of the Services. The wireless services carrier does not guarantee that End User's communications will be private or secure. End User is solely responsible for maintaining virus and other Internet security protections when accessing the Internet and the Services.
2. **DISCLAIMER OF CERTAIN DAMAGES.** The wireless services carrier is not liable for any damages for loss of privacy, personal injury or property damage, interruption or failure of Services, loss of data, cost of replacement products and services, network failures or outages, failures to make or receive 911 calls or receive 911 location services, acts or inactions of third-parties, inability to use the Services or network, or for content, advertisements, or websites End User may be able to access by using the Services.
3. **NO LIABILITY.** End User has no contractual relationship with, and is not a third-party beneficiary of, any agreement between the party providing the bundled services to End User ("**Supplier**") and the wireless services carrier. End User agrees that the wireless services carrier will have no liability to the End User. End User's exclusive remedy, and the total liability of the wireless services carrier relating to or arising out of the agreement between the party providing the bundled services and the End User ("**End User Agreement**"), for any cause whatsoever, including but not limited to failure or disruption of Services provided, will be limited to payment by Supplier of damages in an amount equal to the amount charged by Supplier to End User for the bundled services provided under the End User Agreement.
4. **SERVICES AVAILABILITY.** Services are available to a device only when it is within the operating range of the wireless services carrier's network or the network of an operator with which the wireless services carrier has an applicable roaming agreement. End User's actual Services area, network availability, coverage, and quality may vary and change without notice based upon a number of factors, including without limitation network capacity, terrain, and weather. Outages and interruptions in Services may occur, and speed of Services varies. Devices also have varying speed capabilities and may connect to different networks depending on technology. Even within coverage areas, network changes, traffic volume, outages, technical limitations, signal strength, obstructions, weather, and other conditions may impact speeds and Services availability.
5. **PROHIBITED USES.** Certain activities and uses of the Services and devices are not permitted. Examples of prohibited uses include, but are not limited to: (a) using a repeater or signal booster; (b) compromising network security or capacity, degrading network performance, use of malicious software or "malware", hindering other customers' access to the network, or otherwise adversely impacting network service levels or legitimate data flows; (c) using applications which automatically consume unreasonable amounts of available network capacity; (d) using applications which degrade network capacity or functionality; (e) misuse of the Services, including "spamming" or sending abusive, unsolicited, or other mass automated communications; (f) monitoring services, transmission of broadcasts, transmission of recorded material, telemarketing, autodialed calls, or other connections that do not consist of uninterrupted live dialogue between individuals; (g) unauthorized reprogramming or "unlocking" of a device's software programming lock; (h) tampering with, reprogramming, altering, or otherwise modifying End User's devices to circumvent any wireless services carrier policies or violate anyone's intellectual property rights; (i) causing harm or adversely affecting wireless services carrier, the network, wireless services carrier's customers, employees, business, or any other person; and (j) causing wireless services carrier to violate applicable laws and regulations. Wireless services carrier reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, modify, disconnect, or suspend Services if a wireless product engages in any of the prohibited voice or data uses detailed above or if wireless services carrier determines action is necessary to protect the network from harm or degradation.
6. **911 ACCESS.** Wireless services carrier is not responsible for failures to connect or complete 911 calls or text-to-911 messages, including the provision of location information. 911 service may not be available or reliable and End User's ability to receive emergency services may be impeded.
7. **RELEASE AND WAIVER.** End User releases the wireless services carrier and its affiliates, and each of their respective officers, directors, employees, and agents (collectively, the "**Wireless Services Carrier Parties**") from, and waives any and all claims against the Wireless Services Carrier Parties for, any damages, costs or expenses relating to or arising out of End User's use of the Services.