



ATTACHMENT 4

EQUIPMENT INSTALLATION ADDENDUM TO SUBSCRIBER AGREEMENT Vsat
E&E Enterprises Global, Inc. 101 Research Drive, Hampton, VA 23666

You have entered or are entering into an Agreement (the "Agreement") with E&E Enterprises Global, Inc. is for the provision of the installation services provided by E&E Enterprises Global, Inc. In addition, certain equipment has or will be installed at your home or office by E&E Enterprises Global, Inc. this Equipment Installation Addendum to the Agreement (this "Addendum") is part of the agreement. **THIS ADDENDUM CONTAINS CERTAIN TERMS AND CONDITIONS RELATING TO THE INSTALLATION OF THE EQUIPMENT, BUT MUST BE READ TOGETHER WITH THE AGREEMENT FOR ALL OF THE TERMS AND CONDITIONS FOR THE PROVISION OF THE SERVICES AND THE PROVISION OF THE EQUIPMENT.** The provisions of the Agreement and the provisions of this Addendum are intended to be read together as consistent with each other, to give full effect to all provisions, and are constituting a single, integrated agreement. However, if there is an inconsistency between a provision of the Agreement and a provision of this Addendum, the provision of this Addendum shall control. 1) DEFINITIONS: **"Equipment"** means (1): the implements used in an operation or activity; (2): all the fixed assets other than land and buildings of a business enterprise or private person. **"Inside Wiring"** means the cable that runs inside the Premises to the outdoor equipment, and includes any extra outlets, splitters, connections, fittings or wall plates attached to it; **"Optional Equipment"** means any Customer or furnished equipment ancillary to the Equipment; and **"Premises"** means the location specified by the Customer as the place where the Equipment is or will be installed. Terms used in this Addendum that are defined in the Agreement. 2) INSTALLATION OF EQUIPMENT: a) E&E Enterprises Global, Inc. will install or arrange for installation of, and Customer agrees to permit installation of; the Equipment (including inside Wiring, if necessary) on the Premises within a reasonable time after the related order has been accepted by E&E Enterprises Global, Inc. Any re-installation, return, or change or transfer in location of the Equipment shall be performed by E&E Enterprises Global, Inc. at its service rates in effect at the time of service. E&E Enterprises Global, Inc. shall not be responsible for any damage to the Premises arising from the installation or removal of the Equipment or inside Wiring, except in cases of negligence and then only to the extent of the actual negotiated damages thereof. Claims of negligence or improper workmanship must be made in writing to E&E Enterprises Global, Inc. within 60 days after installation or removal of the Equipment or Inside Wiring. **NOTWITHSTANDING THE FOREGOING, CUSTOMER ACKNOWLEDGES THAT THERE ARE INHERENT RISKS ASSOCIATED WITH WORK IN ATTICKS, ON ROOFS, SIDE WALLS, CEILINGS OR EQUIPMENT INSTALLATIONS IN GENERAL AND THE CUSTOMER RELEASES AND HOLDS HARMLESS INSTALLER(S), SUB-CONTRACTORS, E&E Enterprises Global, Inc. AND THEIR RESPECTIVE AGENTS FROM ANY AND ALL LIABILITY RELATED THERETO.** Customer hereby grants to E&E Enterprises Global, Inc. an easement in gross covering the routing necessary for installation, operation and removal of the Equipment and Inside Wiring on, across, through and in the Premises at no cost or charge to E&E Enterprises Global, Inc. b) Customer authorizes E&E Enterprises Global, Inc. to install, or provide the Equipment to the Customer, including connecting and making necessary attachments to Customer's Inside Wiring. c) Customer represents and warrants that Customer is the owner of record of the Premises or, if Customer is a tenant, that Customer has obtained the written consent of the owner of record of the Premises to the transactions contemplated herein. If Customer is not the owner of the Premises, Customer agrees to provide to E&E Enterprises Global, Inc. or its designee if E&E Enterprises Global, Inc. asks Customer to, with the owner's name and address, proof that the Customer may give E&E Enterprises Global, Inc. access on the owner's behalf and, if needed, consent from the owner in a form satisfactory to E&E Enterprises Global, Inc. Customer is responsible for obtaining all required consents and approvals for the installation and operation of the Equipment and Inside Wiring, including required building permits and approvals from homeowners' associations and zoning boards. **E&E Enterprises Global, Inc. will assume NO RISK for any work that customer requests to be done.** Terms of service/commitment are part of the customer Install Reference Sheet; both documents constitute the customer contract as a whole.

The undersigned Customer accepts and agrees to all terms and conditions of this Addendum. Fax signed form to 757-265-9750 ATTN: Installations Manager.

Customer's signature: _____

THIS ADDENDUM MUST BE SIGNED BY CUSTOMER PRIOR TO THE START OF WORK
Customer's Printed Name & Date: _____