

5GAAS SERVICES MASTER AGREEMENT

This 5GaaS Services Master Agreement (“**Agreement**”), together with the exhibits and other documents referred to herein, is made as of the date of last execution below (“**Effective Date**”) and entered into by and between Betacom Incorporated, a Florida Corporation, with a principal place of business at 9331 East Fowler Avenue, Thonotosassa, FL 33592 (“**Betacom**”) and _____, a corporation / limited liability company / limited partnership [**CHOOSE BUSINESS TYPE**] with its principal place of business at _____ (“**Customer**”).

WHEREAS, Customer desires to obtain from Betacom various services related to the planning, design, installation, operation, and maintenance of a turnkey end-to-end private CBRS based private wireless network (the “**5GaaS Services**”) as described in one or more attached or later executed Statements of Work (each a “**SOW**”), and Betacom is willing to provide the 5GaaS Services for the rates set forth in each applicable SOW.

NOW, THEREFORE, Betacom agrees to provide and Customer agrees to purchase the 5GaaS Services as described in one or more attached or later executed SOWs to be attached and incorporated herein.

1. OVERVIEW.

1.1 General. This Agreement states the terms and conditions by which Betacom will provide the 5GaaS Services as described in one or more SOWs attached hereto. Each SOW must be signed by both parties and shall be attached hereto, and is hereby incorporated by reference into this Agreement. The first SOW shall be identified as SOW #1 and attached hereto as Exhibit A-1, the next SOW shall be identified as SOW #2 and attached hereto as Exhibit A-2 and each additional SOW shall be identified as SOW #_ and attached as Exhibit A-_ as applicable. Customer shall purchase 5GaaS Services using a capital expenditure model where the Customer purchases the Equipment (as defined below) and separately purchases the Managed Services (“**CAPEX**”).

1.2 Definitions. In addition to capitalized terms defined in the body of this Agreement and the Service Level Agreement (as defined below), the following capitalized terms are defined as set forth below.

(a) “**Betacom Technology**” means Betacom’s proprietary technology, including Betacom 5GaaS Services, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by Betacom or licensed to Betacom from a third party) and also including any derivatives, improvements, enhancements or extensions of Betacom Technology conceived, reduced to practice, or developed during the term of this Agreement by either party that are not uniquely applicable to Customer or that have general applicability in the art.

(b) “**Customer Location**” means the Customer premises or facility made available by Customer to Betacom for installation of a an end-to-end private CBRS-based private wireless network (the “**Private Network**”). Each SOW shall identify the Customer Location that is applicable to the SOW.

(c) “**Customer Technology**” means Customer’s proprietary technology, including Customer’s Internet operations design, content, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), know-how, trade secrets and any related intellectual property rights throughout the world

(whether owned by Customer or licensed to Customer from a third party) and also including any derivatives, improvements, enhancements or extensions of Customer Technology conceived, reduced to practice, or developed during the term of this Agreement by Customer.

“**Managed Services**” means the set of services and components required for ongoing operation of 5GaaS Service including warranties, software, cloud services, support, network monitoring, security monitoring, on-site break fix repair, and vulnerability assessments. Managed Services are described in Betacom's Managed Services that can be found here https://www.betacom.com/docs/5GaaS_Services_Description.docx (the “**Managed Services Description**”). The Managed Services Description is incorporated herein by reference and deemed to be included in this Agreement.

(d) “**Notice of Service Commencement Date**” means the date a written notice from Betacom that advises Customer that the Private Network is activated and available for use by Customer.

2. DELIVERY OF 5GAAS SERVICES, TERM.

2.1 Delivery of 5GaaS Services.

(a) General. Betacom shall provide 5GaaS Services to Customer on a project by project basis. Each project shall be outlined in a separate SOW attached hereto. The initial 5GaaS Services that Betacom will provide to Customer pursuant to this Agreement are described in SOW #1. Each SOW must be signed by both parties, shall be attached hereto, and is hereby incorporated by reference into this Agreement.

Each SOW may include the following, as applicable: (i) A detailed description of the 5GaaS Services to be performed pursuant to the Statement of Work; (ii) The date upon which the 5GaaS Services will commence; (iii) The name(s) of the Customer Point of Contact; (iv) The name(s) of the Betacom Contract Manager and any Key Personnel; (v) The fees to be paid to Betacom under the Statement of Work and the applicable payment terms; (vi) The project Installation Plan, including a timetable; (vii) Project Milestones; (viii) Procedures for the testing and acceptance of the Private Network and 5GSaaS Services; and (ix) Any other terms and conditions agreed upon by the parties in connection with the 5GaaS Services to be performed pursuant to such Statement of Work.

(b) Customer Obligations. Customer shall: (i) Provide such access to Customer’s premises and network as Betacom may reasonably request for the purposes of performing the 5GaaS Services; (ii) Respond promptly to any Betacom request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Betacom to perform 5GaaS Services in accordance with the requirements of this Agreement.

(c) Managed Services Support. All Managed Services are provided with either “Standard” service and support or “Advanced” service and support. A detailed description of each of Standard and Advanced service and support is provided in the Managed Services description in Section 1.2(d).

(d) Equipment. Customer shall purchase and own certain hardware necessary for the installation of the Private Network, which is specified in the applicable SOW (the “**Customer Purchased Equipment**”). In addition to the Customer Purchased Equipment, Betacom shall provide at its expense, certain hardware and software that is necessary to install and operate the Private Network, which is specified in the applicable SOW (the “**Betacom Equipment**”). Betacom shall retain all rights in and to the Betacom Equipment. All Customer Purchased Equipment shall be delivered directly to Customer or its designated agent or contractor. Shipping shall be paid by Betacom. All risk that the Customer Purchased Equipment may be lost, damaged or delayed in transit shall be upon Betacom until the specified Customer Purchased Equipment has been received by Customer at the Customer Location. The

Customer Purchased Equipment and the Betacom Equipment are collectively referred to herein as the **“Equipment.”** Each SOW may specify, among other things, Customer Purchased Equipment and Betacom Equipment to be purchased by, provided to or made available for use by Customer.

Installation Services. Unless otherwise set forth in a SOW, Betacom shall install all Equipment (the **“Installation Services”**). Betacom shall work with Customer to obtain timely access to the Customer Location and implement an installation plan (the **“Installation Plan”**) that will be mutually agreeable to Betacom and Customer. Any applicable installation timelines or testing and acceptance criteria shall be as set forth in the applicable SOW or Installation Plan. Customer’s responsibilities and obligations with respect to the installation of the Private Network and hardware and software are outlined in the Service Level Agreement that can be found here <https://www.betacom.com/docs/5G SLA.docx> (the **“Service Level Agreement”**). The Service Level Agreement is incorporated herein by reference and deemed to be included in this Agreement.

Betacom shall take all necessary safety precautions when performing on-site services at the Customer Location, shall comply with all Customer written safety and security procedures that are provided to Betacom, and shall comply with all applicable laws for the safety of persons or property, whether now in effect or implemented hereafter.

(e) Delivery of Supplemental 5GaaS Services. The purpose of this provision is to enable Betacom to provide Customer with certain limited services and equipment needed by Customer on a “one-off” or emergency basis (**“Supplemental 5GaaS Services”**) where such services are not included within the scope of the 5GaaS Services as described in a SOW. Supplemental Service may include, as an example, a request from Customer to Betacom via telephone that Betacom immediately replace a problem Customer-owned Access Point on an expedited basis. Betacom will not provide Supplemental 5GaaS Services without obtaining the approval of an authorized representative of Customer by e-mail or trouble ticket communication. Betacom shall notify Customer of the fees for any Supplemental 5GaaS Services requested by Customer and obtain Customer’s written approval prior to providing such services. Customer agrees to pay Betacom the fees charged by Betacom for Supplemental 5GaaS Services. Customer will be charged for Supplemental 5GaaS Services in the invoice issued the month following delivery of the applicable Supplemental 5GaaS Services. All Supplemental 5GaaS Services provided pursuant to this paragraph 2.1(f) are provided on an “as-is” basis and exclude any warranties of any kind, whether express or implied.

(f) Interpretation of Conflicting Terms. Where differences between this Agreement and a SOW exist, this Agreement has precedence unless the SOW acknowledges the discrepancies and explicitly states that the SOW has precedence. Where the terms of a SOW are not present in this Agreement, such terms will be effective only with respect to the 5GaaS Services described in such SOW.

(g) Customer agrees that it is the end user of the Private Network and the 5GaaS Services provided hereunder and is using the Private Network and the 5GaaS Services solely for Customer’s internal use. For clarity, such internal use may include incidental use by Customer’s agents, advisors, vendors, customers and consultants who are visiting Customer’s Location. Customer agrees that it shall not resell, lease, rent, license or otherwise transfer, the rights to use the Private Network or the 5GaaS Services provided hereunder to a third party.

2.2 Term. Unless otherwise set forth in a SOW, each SOW shall have an initial term of three (3) years commencing on the **Notice of Service Commencement Date** (**“Initial Term”**). At the end of the Initial Term, and unless otherwise specified in the applicable SOW, the term of each SOW shall be automatically extended for successive one (1)-year terms (each, a **“Renewal Term”**) unless either party provides not less than sixty (60) days prior written notice of its intent not to renew prior to the end of the

Initial Term or Renewal Term as applicable. The Initial Term and all Renewal Terms are referred to as the “**Term.**” The termination of any SOW will not affect any other SOW. Notwithstanding the foregoing, a SOW and this Agreement may be terminated as set forth in Section 10.

3. FEES AND PAYMENT TERMS.

3.1 Fees and Expenses. For each SOW, Customer will pay to Betacom all one-time (non-recurring) charges and the monthly recurring fees as set forth in the SOW. Unless otherwise set forth in the applicable SOW, Betacom will render invoices for the recurring fees on a monthly basis. Betacom’s invoices to Customer may be prorated for partial months.

(i) Installation Fee. Unless otherwise set forth in the applicable SOW, Customer agrees to pay an Installation Fee, in an amount as set forth in the applicable SOW, for each indoor or outdoor Access Point that is installed by Betacom. The Installation Fee and the payment terms for the Installation Fee shall be as set forth in the SOW.

(ii) Customer Purchased Equipment. Customer agrees to pay for the Customer Purchased Equipment (i.e., the Indoor Access Points and Outdoor Access Points) at the purchase prices set forth in the SOW. Payment of the purchase price for the Customer Purchased Equipment shall be as set forth in the SOW.

(iii) Customer shall pay an annual Managed Services fee for each Access Point (collectively, these fees are referred to as the “**Managed Services Fee**”). The annual Managed Services Fee and the terms of payment therefore are set forth in the applicable SOW.

3.2 Payment Terms. Except as otherwise set forth in the applicable SOW, payment for all fees is due net thirty (30) days after date of each Betacom invoice. All payments will be made in the United States in U.S. dollars. Customer will reimburse Betacom for its costs and expenses (including reasonable attorneys’ fees) associated with collecting past due amounts owed to Betacom. Any payment not received within thirty (30) days of the invoice date will accrue interest at a rate of one and one-half percent (1.5%) per month, or the highest rate allowed by applicable law, whichever is lower. If Customer is delinquent in its payments, Betacom may, upon written notice to Customer, modify the payment terms to require full payment before the provision of all 5GaaS Services or require other assurances to secure Customer’s payment obligations hereunder, including retention of Customer Purchased Equipment as a security interest until any late payments are tendered by Customer. Betacom reserves the right to suspend or cancel performance of all or part of the 5GaaS Services if actual payment of an uncontested invoice has not been received within sixty (60) days of the invoice date.

3.3 Taxes. All fees charged hereunder are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the transaction and/or the delivery of 5GaaS Services, all of which Customer will be responsible for and will pay in full, except for taxes based on Betacom’s net income.

3.4 Disputed Amounts. If Customer in good faith disputes any portion of any Betacom invoice, Customer shall, within thirty (30) days following the invoice date, remit to Betacom full payment of the undisputed portion of the invoice and provide written documentation identifying and substantiating the disputed amount. If Customer does not report a billing dispute within thirty (30) days following the invoice date, Customer shall have waived its right to dispute that invoice.

3.5 Annual Adjustment. Each year after the first year of this Agreement the annual Managed Services Fee may be increased by a percentage increase not to exceed the annual percentage increase in the Consumer Price Index, All Urban Consumers (CPI-U), as of the first day of the month immediately prior to the anniversary date of the applicable SOW, as published by the U.S. Department of Labor, Bureau of Labor

Statistics. All other fees and charges may be increased upon not less than thirty (30) days prior written notice to Customer.

3.6 Cost Recovery. The Customer understands and agrees that the cost of electrical power, Internet access, and bandwidth are the sole responsibility of Customer.

3.7 Security Interest. Betacom may prepare and Customer will execute and file any applicable Uniform Commercial Code filings to perfect, to the extent possible, Betacom's security interest in the Customer Purchased Equipment, in order to secure all payment obligations to Betacom under this Agreement.

4. CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY OWNERSHIP; LICENSE GRANTS.

4.1 Confidential Information and Intellectual Property.

(a) Nondisclosure of Confidential Information. Betacom and Customer each acknowledge and agree that they have entered into a Mutua Nondisclosure Agreement, dated [REDACTED] (the "NDA"). All information disclosed by a party under this Agreement shall be subject to the terms of the NDA.

4.2 Intellectual Property.

(a) Ownership. Except for the rights expressly granted herein, this Agreement does not transfer from Betacom to Customer any Betacom Technology, and all right, title and interest in and to Betacom Technology will remain solely with Betacom. Except for the rights expressly granted herein, this Agreement does not transfer from Customer to Betacom any Customer Technology, and all right, title and interest in and to Customer Technology will remain solely with Customer.

(b) General Skills and Knowledge. Notwithstanding anything to the contrary in this Agreement, Betacom will not be prohibited or enjoined at any time by Customer from utilizing any skills or knowledge of a general nature acquired during the course of providing the 5GaaS Services, including, without limitation, information publicly known or available or that could reasonably be acquired in similar work performed for another customer of Betacom.

4.3 License Grants.

(a) By Customer. Customer agrees that Betacom is hereby granted and shall have a nonexclusive, royalty-free license, during the term of this Agreement, to use the Customer Technology solely for the purposes of delivering the 5GaaS Services to Customer. Betacom shall have no right to use the Customer Technology for any purpose other than providing the 5GaaS Services.

(b) Third Party Licenses. In the event that the 5GaaS Services for any project include (i) a third-party hardware charge or (ii) a third party software license (e.g., third party EULA, etc.) where Customer must enter into a license agreement as the licensee with the applicable third party software vendor, the existence of the charge or license and the associated fees shall be disclosed in the applicable SOW.

4.4 Assignments. To the extent that Customer or its employees or contractors participate in the improvement or enhancement of Betacom Technology, Customer, on behalf of itself and its employees and contractors, hereby assigns to Betacom all right, title and interest, including all intellectual property rights in, such improvements or enhancements.

5. BETACOM SERVICE LEVEL AGREEMENT; PERFORMANCE; WARRANTIES

5.1 Service Level Agreement. Betacom's Betacom shall support and maintain the Private Network pursuant to the terms and conditions of the Service Level Agreement. Betacom offers "Standard", "Advanced" and "Advanced Plus" levels of support. For each SOW, the applicable level will be set forth in the SOW. Betacom's sole liability and Customer's sole remedy for Betacom's failure to meet the applicable Service Availability thresholds set forth in the Service Level Agreement shall be as set forth in the Service Level Agreement. This remedy shall not affect or limit any other remedy that Customer may have for Betacom's breach of any other term of this Agreement. Notwithstanding the foregoing, the Service Level Agreement shall not apply to performance issues (i) caused by factors outside of Betacom's reasonable control; (ii) that resulted from any actions or inactions of Customer or any third parties; (iii) Customer's incorrect or faulty installation of any Customer Purchased Equipment or (iii) that resulted from Customer's other equipment and/or third party equipment (not within the sole control of Betacom).

5.2 Managed Services Warranty. Betacom warrants to Customer that the Managed Services will be performed in a professionally diligent manner by qualified personnel and that the Management 5GaaS Services will materially conform to all applicable requirements and specifications identified in the Managed Services and the applicable SOW attached to this Agreement.

5.3 Installation Services Warranty. Betacom warrants to Customer that the Installation Services will be performed in a professionally diligent manner by qualified personnel and that the Installation Services will materially conform to all applicable manufacturer recommended specifications for the installation of the applicable equipment or hardware.

5.4 If Betacom fails to perform the Managed Services or Installation Services as warranted, Customer shall so notify Betacom within fifteen (15) business days after the date such nonconforming services rendered. Such notification shall include a reasonably detailed description of the nature of the nonconformity with the above limited warranty. Within thirty (30) days after receipt of such written notification, Betacom will re-perform such nonconforming services at no additional charge to Customer. The foregoing shall be Betacom's sole liability and Customer's sole remedy for Betacom's breach of the warranties set forth in Section 5.2 and 5.3.

5.4 BETACOM SHALL NOT BE LIABLE UNDER THIS SECTION TO THE EXTENT THAT A WARRANTY BREACH RESULTS FROM ANY ACT OR OMISSION OF CUSTOMER, ITS EMPLOYEES, OR AGENTS OR A THIRD PARTY.

5.5 CUSTOMER RECOGNIZES THAT NO GUARANTEE OF SECURITY IS MADE IN CONNECTION WITH THE 5GAAS SERVICES AND THE EQUIPMENT PROVIDED HEREUNDER AND BETACOM DOES NOT GUARANTEE THAT CUSTOMER'S NETWORK, DATA, COMMUNICATIONS, OR PROPERTY WILL BE SECURE BY REASON OF THE 5GAAS SERVICES OR THE EQUIPMENT PROVIDED HEREUNDER.

5.6 EXCEPT AS PROVIDED IN THIS SECTION 5, A SOW, OR ELSEWHERE IN THIS AGREEMENT, ALL 5GAAS SERVICES AND EQUIPMENT PROVIDED HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS. NOTWITHSTANDING ANYTHING STATED HEREIN OR ELSEWHERE, OR ANY USAGE, COURSE OF TRADE, OR COURSE OF DEALING, BETACOM MAKES NO EXPRESS OR IMPLIED WARRANTIES OF PERFORMANCE, TITLE, NONINFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (TORT, CONTRACT, STATUTORY, USAGE, COURSE OF TRADE, COURSE OF DEALING, OR OTHERWISE) SHALL BETACOM, ITS EMPLOYEES, AGENTS, AFFILIATES, LICENSORS, SUBCONTRACTORS, OR SUPPLIERS BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE

DAMAGES OF ANY CHARACTER THAT ARISE FROM CUSTOMER'S OR ANY USERS' USE OF OR INABILITY TO USE THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES ARISING FROM OR RELATING TO LOSS OR COMPROMISE OF STORED DATA OR COMMUNICATIONS, UNAUTHORIZED INTRUSION OF CUSTOMER'S COMPUTER NETWORK (WHETHER OR NOT DETECTED BY BETACOM), OR VIRUSES, TROJAN HORSES OR ATTACKS OF A SIMILAR NATURE CAUSED BY CUSTOMER'S EMPLOYEES, CONTRACTORS, OR AGENTS, OR OUTSIDERS. BETACOM DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

5.7 CUSTOMER ACKNOWLEDGES THAT IT HAS SELECTED THE EQUIPMENT AND DISCLAIMS ANY STATEMENTS MADE BY BETACOM RELATIVE THERETO. EXCEPT WITH RESPECT TO ANY EXPRESS WARRANTIES FOR THE 5GAAS SERVICES PROVIDED HEREIN AND BETACOM'S OBLIGATIONS UNDER THE THIS AGREEMENT, INCLUDING THE SERVICE LEVEL AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT ITS USE AND POSSESSION OF THE CUSTOMER PURCHASED EQUIPMENT SHALL BE SUBJECT TO AND CONTROLLED BY THE TERMS OF ANY MANUFACTURER'S OR, IF APPROPRIATE, THIRD PARTY SUPPLIER'S WARRANTY, AND CUSTOMER AGREES TO LOOK SOLELY TO THE MANUFACTURER OR, IF APPROPRIATE, THIRD PARTY SUPPLIER WITH RESPECT TO ALL MECHANICAL, SERVICE AND OTHER CLAIMS. WITH RESPECT TO THE CUSTOMER PURCHASED EQUIPMENT.

5.8 Customer is responsible for providing reliable Internet service for 5GaaS Services operations. BETACOM DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE PRIVATE NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH BETACOM WILL USE NO LESS THAN COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, AND MAY, IN CERTAIN INSTANCES, TAKE ADDITIONAL EFFORTS THAT EXCEED COMMERCIALY REASONABLY STANDARDS, BETACOM CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, BETACOM DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

6. OBLIGATIONS OF THE PARTIES.

6.1 Warranties of Customer.

(a) General. Customer represents and warrants that (i) it has the legal right and authority, and will continue to own or maintain the legal right and authority, during the term of this Agreement, to place and use any Equipment at the Customer Location as contemplated under this Agreement; (ii) the performance of its obligations and use of the 5GaaS Services (by Customer, its customers and users) will not cause a breach of any agreements between Customer and any third parties, (iii) all Equipment will be used in compliance with all applicable manufacturer specifications, and (iv) that it has the funding necessary to pay for the 5GaaS Services and all other fees due hereunder.

(b) Breach of Warranties. In the event of any breach of any of the foregoing warranties, in addition to any other remedies available at law or in equity, Betacom will have the right, in its sole reasonable discretion, to suspend immediately any related 5GaaS Services if deemed reasonably necessary by Betacom to prevent any harm to Betacom and its business. Betacom will provide notice and opportunity

to cure if practicable depending on the nature of the breach. Once cured, Betacom will promptly restore the 5GaaS Services.

6.2 Compliance with Laws. Customer agrees that it will use the 5GaaS Services only for lawful purposes and in accordance with this Agreement. Customer acknowledges that Betacom exercises no control whatsoever over the content of the information passing through Customer's networks and that it is the sole responsibility of Customer to ensure that the information it and its users transmit and receive complies with all applicable laws and regulations. In the event that Customer fails to comply with any applicable law, statute, statutory provision or subordinate legislation or any mandatory rules or guidance issued by any regulatory body having jurisdiction over Customer, and does not remedy such failure to the reasonable satisfaction of Betacom within thirty (30) days of being informed of such failure in writing by Betacom or a third party, Betacom may terminate this Agreement.

6.3 Relocation of Equipment. Betacom reserves the right to change the location or configuration of any Equipment if deemed necessary by Betacom. Betacom shall not arbitrarily or discriminatorily require such changes and will work with Customer in good faith to minimize any disruption in Customer's Private Network that may be caused by such changes.

6.4 Delivery and Term. Delivery and Term. Betacom shall install all Equipment pursuant to the terms set forth in the applicable SOW. Customer shall not remove any Equipment from the Customer Location(s) without the prior written consent of Betacom

6.5 Betacom Equipment.

(a) Delivery and Term. Betacom shall install all Betacom Equipment pursuant to the terms set forth in the applicable SOW. Customer shall not remove any Betacom Equipment from the Customer Location(s) without the prior written consent of Betacom.

(b) Title. The Betacom Equipment shall always remain the personal property of Betacom. Customer shall have no right or interest in or to the Betacom Equipment except as provided in this Agreement and the applicable SOW and shall hold the Betacom Equipment subject and subordinate to the rights of Betacom. Customer will, at its own expense, keep the Betacom Equipment free and clear from any liens or encumbrances of any kind (except any caused by Betacom) and will indemnify and hold Betacom harmless from and against any loss or expense incurred by it, which is caused by Customer's failure to do so. Customer shall give Betacom immediate written notice of any attachment or judicial process affecting the Betacom Equipment or Betacom's ownership. Customer will not remove, alter or destroy any labels on the Betacom Equipment stating that it is the property of Betacom and shall allow the inspection of the Betacom Equipment at any time.

6.6 Customer Purchased Equipment. Betacom shall deliver to Customer, at the designated Customer Location, the Customer Purchased Equipment. The Customer Purchased Equipment shall always remain the personal property of Customer. During the Term of the applicable SOW, Betacom shall keep the Customer Purchased Equipment in good repair, appearance and condition, other than normal wear pursuant to the terms hereof. All parts furnished in connection with any repair and maintenance shall immediately become components of the Customer Purchased Equipment and the property of Customer.

7 INSURANCE.

Insurance Coverage. During the term of this Agreement, Betacom and its subcontractors will meet or exceed the following insurance that can be found here <https://www.betacom.com/docs/7.0 Insurance Requirements Betacom.docx>

7.1 (the "**Insurance Terms**"). The Insurance Terms are incorporated herein by reference and deemed to be included in this Agreement.

Insurance coverages shall be on an occurrence (not claims made) basis. Betacom shall supply Customer with Certificate(s) of Insurance evidencing the required coverages prior to Betacom's commencing the work, listing Customer as an additional insured under both the commercial general liability policy, automobile liability policy and any excess insurance policy of Betacom. Said insurance coverages shall be primary without contribution from other insurance available to the Customer and provide for severability of interests (full separation of insured). No certificate will be acceptable unless it provides that any change or termination within the policy period will not be effective unless and until Customer has received thirty (30) days' prior written notice. Any deductible portion of a loss under any aforesaid insurance policy shall be payable by Betacom.

7.2 Waiver of Subrogation. Betacom, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required under this Agreement, hereby waives and releases Customer and any other named additional insureds, (collectively, the "**Released Parties**") from liability for any loss or damage, irrespective of any negligence by the Released Parties that may have contributed to or caused such loss, to the extent that such damages are covered by Betacom's insurance or to the extent that such damages are required to be covered by Betacom's insurance under the Agreement. .

8. LIMITATIONS OF LIABILITY.

8.1 BETACOM ASSUMES NO LIABILITY FOR ANY DAMAGE TO, OR LOSS OF, ANY EQUIPMENT THAT IS INSTALLED AT THE CUSTOMER LOCATION RESULTING FROM ANY CAUSE OTHER THAN THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF BETACOM. TO THE EXTENT BETACOM IS LIABLE FOR ANY DAMAGE TO, OR LOSS OF, EQUIPMENT FOR ANY REASON, SUCH LIABILITY WILL BE LIMITED SOLELY TO THE REPLACEMENT VALUE OF THE EQUIPMENT, EXCLUDING LOST DATA , SOFTWARE AND FIRMWARE.

8.2 BETACOM DOES NOT UNDERTAKE TO PERFORM ANY REGULATORY OR CONTRACTUAL OBLIGATION OF THE CUSTOMER OR TO ASSUME ANY RESPONSIBILITY FOR THE CUSTOMER'S BUSINESS OR OPERATIONS.

8.3 BETACOM SHALL HAVE NO LIABILITY ARISING FROM OR RELATING TO ANY CUSTOMER EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, THE SELECTION THEREOF OR FAILURE OF SUCH CUSTOMER EQUIPMENT TO PERFORM IN ACCORDANCE WITH SPECIFICATIONS OR ANY DEFECTS THEREIN. RESPONSIBILITY FOR THE SELECTION OF CUSTOMER EQUIPMENT, AND ANY PERFORMANCE OR FUNCTIONALITY ISSUES, OR DEFECTS THEREIN, SHALL LIE SOLELY WITH THE MANUFACTURER(S) OR SUPPLIER(S) THEREOF.

8.4 EXCEPT FOR A PARTY'S GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER ANY CLAIM OR CIRCUMSTANCE (INCLUDING WITHOUT LIMITATION ANY CIRCUMSTANCE INVOLVING A FINDING THAT A WARRANTY OR REMEDY UNDER THIS AGREEMENT HAS FAILED OF ITS ESSENTIAL PURPOSE), WHETHER THE CLAIM SOUNDS IN CONTRACT, TORT, OR OTHER LEGAL THEORY, FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS OR REVENUE, LOST SALES, LOST GOODWILL, OR LOSS OF USE OF A PRODUCT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.5 BETACOM SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR: (I) ANY DAMAGE THAT CUSTOMER OR ANY USER MAY SUFFER ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE PRIVATE NETWORK UNLESS SUCH DAMAGE IS CAUSED BY AN INTENTIONAL OR A GROSSLY NEGLIGENT ACT OF BETACOM; (II) ANY LOSS OF DATA OR THE INACCURACY OF DATA; (III) THE CONTENT OF INFORMATION OR DATA PROVIDED OR TRANSMITTED BY CUSTOMER OR ANY USER; (IV) DAMAGES RESULTING FROM DELAYS DUE TO A FORCE MAJEURE EVENT AS DESCRIBED HEREIN; (V) SERVICE IMPAIRMENTS CAUSED BY ACTS WITHIN THE CONTROL OF CUSTOMER, ITS EMPLOYEES, AGENTS, SERVANTS, OR SUBCONTRACTORS; (VI) INTEROPERABILITY OF SPECIFIC CUSTOMER APPLICATIONS; (VII) CUSTOMER'S INABILITY TO ACCESS OR INTERACT WITH OTHERS THROUGH THE PRIVATE NETWORK; OR (VIII) PERFORMANCE IMPAIRMENTS CAUSED CUSTOMER OR THIRD PARTIES.

8.6 Customer's Private Network may have potential security vulnerabilities, even with the 5GaaS Services, including, but not limited to, the vulnerability of the system to (a) access from persons within Customer's organization which exceeds the authority granted to such persons; (b) snooper attacks by persons on a LAN to obtain and then misuse passwords and access codes and other data; (c) physical access to equipment at Customer sites; (d) physical access to passwords and access codes or tokens and other data written on paper or other substance or stored on magnetic media or in some other way. This section is not intended to be an exhaustive list of possible bad acts of third parties, but merely examples of possibilities. Consequently, the 5GaaS Services should be regarded as one tool which can be used as part of Customer's overall security strategy, but not as a total solution. Betacom does not guarantee that the 5GaaS Services will eliminate all risk or prevent all damage from one or more network or system security breaches.

8.7 BY REASON OF THIS DISCLAIMER, CUSTOMER ACKNOWLEDGES AND AGREES THAT IF CUSTOMER IS DISSATISFIED WITH THE 5GAAS SERVICES PROVIDED HEREUNDER CUSTOMER'S SOLE REMEDY IS TO TERMINATE THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR ELSEWHERE, ANY RECOVERY OR DAMAGES AWARD TO WHICH CUSTOMER IS ENTITLED BY LAW SHALL NOT EXCEED AN AMOUNT EQUAL TO ONE TWELFTH OF THE MOST RECENTLY PAID ANNUAL MANAGED SERVICES FEE. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITED WARRANTY AND LIMITATION OF LIABILITY ARE ESSENTIAL ELEMENTS OF THIS AGREEMENT, AND THAT THE SAME SHALL NOT BE MODIFIED EXCEPT BY EXPRESS WRITTEN AGREEMENT SIGNED BY BOTH PARTIES. FOR PURPOSES OF THIS SECTION, "BETACOM" IS DEEMED TO INCLUDE ITS SUBCONTRACTORS AND SUPPLIERS.

8.8 Customer acknowledges that the limited warranty and limitation of liability were considered by Betacom in establishing the prices and rates charged to Customer, which, but for these limitations, would have been higher. The parties agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

8.9 All claims hereunder must be brought within one (1) year of the date of the occurrence of the event giving rise to such claim, or such claim or cause of action is barred.

9. INDEMNIFICATION.

9.1 Betacom shall indemnify, defend, and hold Customer, its affiliates, directors, officers, employees, or agents harmless from and against any claims of infringement of any U.S. patent, copyright, trade secret, or trademark of any third party against Customer which are proximately caused by the 5GaaS Services

performed by Betacom under this Agreement. Betacom shall also indemnify, defend, and hold Customer, its affiliates, directors, officers, employees, or agents harmless from and against any damages resulting from Betacom's willful misconduct or grossly negligent acts or omissions, to the extent such damages do not result from or are not caused by the willful misconduct or gross negligence of Customer or its employees or agents.

9.2 Customer shall indemnify, defend, and hold Betacom, its affiliates, directors, officers, employees, agents, licensors, vendors, or subcontractors harmless from and against any third party claims and damages related thereto, resulting from (i) Customer's use of the Private Network, and (ii) Customer's willful misconduct or grossly negligent acts or omissions, to the extent such damages do not result from or are not caused by the willful misconduct or gross negligence of Betacom or its employees or agents, or are the responsibility of Betacom under Section 9.1 above.

9.3 Customer shall indemnify, defend, release, and hold Betacom, its affiliates, directors, officers, employees, agents, licensors, vendors, or subcontractors harmless from and against any claims arising out of, resulting from, or relating to: (i) the content of information or data provided by or transmitted by Customer or Customer's users over the Private Network; and (ii) damage to the Betacom Equipment (including fire damage or damage resulting from fire extinguishment, vandalism or theft) while the same is at the Customer Location. Customer's insurance, as required under this Agreement, shall include coverage for Customer's indemnification obligations hereunder.

9.4 Either party's obligation to indemnify and defend the other with respect to any claim shall be subject to: (i) the indemnified party providing the indemnifying party with prompt notice of such claim; (ii) the indemnifying party having sole control over the defense and settlement thereof; and (iii) the indemnified party providing the indemnifying party with the information and assistance necessary to defend or settle such claim as reasonably requested by the indemnifying party. The indemnifying party may settle such any claim or proceeding that is adverse to the interests of the indemnified party only with the prior written consent of the indemnified party, which consent shall not be unreasonably withheld or delayed. The indemnified party cannot settle such claim or proceeding without the prior written consent of the indemnifying party, which consent shall not be unreasonably withheld or delayed.

10. TERMINATION.

10.1. Termination For Cause. Either party may terminate a SOW if: (i) the other party breaches any material term or condition of the SOW and fails to cure such breach within thirty (30) days after receipt of written notice of the same, except in the case of failure to pay fees, which must be cured within five (5) days after receipt of written notice from Betacom; (ii) the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (iii) the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing. Either party may terminate this Agreement at any time upon written notice to the other party if there are no SOWs currently in effect.

10.2. Effect of Termination. Upon the effective date of termination of a SOW:

(a) Betacom will immediately cease providing the applicable 5GaaS Services that are subject of the SOW;

(b) any and all payment obligations of Customer under the applicable SOW for 5GaaS Services provided through the date of termination will immediately become due; and

(c) within thirty (30) days of termination of a SOW, Customer shall deliver to Betacom or make available to Betacom for deinstallation and pick-up all Betacom Equipment that is provided under the SOW. Unless otherwise set forth in a SOW, Customer shall be responsible for all costs of deinstallation, including without limitation, (i) the cost of packing and shipping Betacom Equipment to Betacom, (ii) travel and per diem expenses for Betacom personnel to travel to the Customer Location, and (iii) Betacom's then-current deinstallation charges for Betacom's man-hours incurred to deinstall the Betacom Equipment.

10.3. Survival. All payments owed as of the date of termination and the following sections will survive termination of the Agreement: Sections 1, 4, 5.4, 5.5, 5.6, 5.7, 5.8, 6.1, 6.2, 6.3, 6.4, 8, 9, 10 and 11.

11. MISCELLANEOUS PROVISIONS.

11.1 Force Majeure. Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of Betacom), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If Betacom is unable to provide 5GaaS Services for a period of ninety (90) consecutive days as a result of a continuing force majeure event, Customer may cancel the 5GaaS Services and terminate the applicable SOW.

11.2 Marketing. Customer agrees that Betacom may publicly refer to Customer, orally and in writing, as a Customer of Betacom. Any other reference to Customer by Betacom will require the prior written consent of Customer.

11.3. Non-Solicitation. During the Term of this Agreement and continuing through the first anniversary of the last to expire SOW then in effect, each party agrees that it will not, and will ensure that its affiliates do not, directly, or indirectly, solicit or attempt to solicit for employment any persons employed by the other party or contracted by the other party.

11.4. Governing Law; Dispute Resolution. This Agreement is made under and will be governed by and construed in accordance with the laws of the State of Florida (except that body of law controlling conflicts of law) and specifically excluding from application to this Agreement that law known as the United Nations Convention on the International Sale of Goods. The parties will endeavor to settle amicably by mutual discussions any disputes, differences, or claims whatsoever related to this Agreement. Failing such amicable settlement, any controversy, claim, or dispute arising under or relating to this Agreement, including the existence, validity, interpretation, performance, termination or breach thereof, shall finally be settled by arbitration in accordance with the Arbitration Rules (and if Customer is a non-U.S. entity, the International Arbitration Rules) of the American Arbitration Association ("AAA"). There will be three (3) arbitrators (the "**Arbitration Tribunal**"), the first of which will be appointed by the claimant in its notice of arbitration, the second of which will be appointed by the respondent within thirty (30) days of the appointment of the first arbitrator and the third of which will be jointly appointed by the party-appointed arbitrators within thirty (30) days thereafter. The Arbitration Tribunal will not have the authority to award punitive damages to either party. Each party shall bear its own expenses, but the parties will share equally the expenses of the Arbitration Tribunal and the AAA. This Agreement will be enforceable, and any arbitration award will be final, and judgment thereon may be entered in any court of competent jurisdiction. The arbitration will be held in Hillsborough County, Florida. Notwithstanding the foregoing, claims for preliminary injunctive relief, other pre-judgment remedies, and claims for Customer's failure to pay for 5GaaS Services in accordance with this Agreement may be brought in a

state or federal court in the United States with jurisdiction over the subject matter and parties. The parties acknowledge and agree that in any suit or proceeding relating to this Agreement, the prevailing party will have the right to recover from the other its reasonable attorneys' fees and other costs and expenses incurred in connection with the suit or proceeding. Any award rendered in such arbitration proceedings shall be final and judgment may be entered upon it in accordance with applicable Florida law. In the event that the arbitration provisions herein are not enforceable for any reason, then disputes all disputes between Betacom and Customer shall be brought before a state or federal court in Hillsborough County, Florida with subject matter jurisdiction thereof and Customer waives the right to bring an action in any other venue.

11.6. Severability; Waiver. In the event any provision of this Agreement is held to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.

11.7. Assignment. Either party may assign this Agreement in whole as part of a corporate reorganization, consolidation, merger, or sale of all or substantially all of its assets. Customer may not otherwise assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of Betacom, and any attempted assignment or delegation without such consent will be void. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

11.8 Notice. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party as listed on the applicable SOW or at such other address as may hereafter be furnished in writing by either party to the other party. Such notice will be deemed to have been given as of the date it is delivered, mailed, emailed, faxed or sent, whichever is earlier.

11.9. Relationship of Parties. Betacom and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Betacom and Customer. Neither Betacom nor Customer will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

11.10. Entire Agreement; Counterparts; Originals. This Agreement, including all documents incorporated herein by reference, constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter. Any additional or different terms in any purchase order or other response by Customer shall be deemed objected to by Betacom without need of further notice of objection, and shall be of no effect or in any way binding upon Betacom. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, facsimile) is considered an original. This Agreement may be changed only by a written document signed by authorized representatives of Betacom and Customer in accordance with this Section 11.10.

11.11 This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Exhibits, SOWs, and other contractual terms referenced herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Betacom Incorporated

[Customer]

(signature)

(signature)

(print name)

(print name)

(title)

(title)

Exhibit A-1
SOW #1



Betacom Incorporated
 East Fowler Ave
 Thonotosassa, FL

PURCHASE ORDER

Order Number 111301
Order Date 2/12/2024

To Talley Communications Corp
 Talley Communications Corp
 PO Box 511390
 Los Angeles CA 90051-7945

Deliver to 1055 Van Buren Ave
 Indian Trail, NC 28079

Delivery Date 2/12/2024

Requested By James Baez

Job	Description	Vendor Code	Quantity	Rate	Amount
84-00743.0	PCS/AWS+WCS Quad Diplexer dc Sense 4.3	CDX1923Q-DS-43	2.00EA	Redacted	Redacted

Order Total **\$3,394.98**