

## VENTUS TRIAL TERMS OF SERVICE

THESE TERMS OF SERVICE REPRESENT THE TERMS OF A BINDING AGREEMENT (THE "AGREEMENT") BETWEEN YOU ("YOU" OR "CUSTOMER") AND VENTUS WIRELESS, LLC. ("VENTUS" OR "WE" AND RELATED PRONOUNS) AND GOVERNS YOUR TRIAL USE OF THE VENTUS SOLUTION AND RELATED HARDWARE AND SERVICES ("THE TRIAL PRODUCTS"). BY EXECUTING AN ORDER (AS DEFINED BELOW) THAT REFERENCES THESE TERMS, YOU AGREE TO THE TERMS OF THE ORDER AND THESE TERMS WHICH FORM A BINDING AGREEMENT (THE "AGREEMENT"). THESE TERMS AND CONDITIONS APPLY TO ALL TRIAL PRODUCTS AND SUPERSEDE AND REPLACE ANY EXISTING TERMS AND CONDITIONS IN ANY OTHER AGREEMENTS BETWEEN VENTUS AND CUSTOMER. ANY ADDITIONAL OR CONFLICTING TERMS AND CONDITIONS YOU SUBMIT ARE EXPRESSLY REJECTED AND ARE NOT APPLICABLE TO THE ORDER. IF YOU DO NOT ACCEPT THESE TERMS IN THEIR ENTIRETY YOU MAY NOT USE THE TRIAL PRODUCTS IN ANY WAY. YOUR ACCEPTANCE OF THESE TERMS CONSTITUTES AN ESSENTIAL PART OF THE BARGAIN BETWEEN YOU AND VENTUS, WITHOUT WHICH VENTUS WOULD NOT AGREE TO EXTEND THE RIGHTS SET FORTH HEREIN.

1. Definitions:
  - a. "Order" - a binding order covering the provision of Trial Products under these Terms. An Order will result from one of the following: (a) mutual written agreement by the parties specifically regarding Trial Products; (b) your signature on our quotation form for Trial Products; (c) your acceptance of our quote or ordering document by submission of a Trial Products purchase order, email order or other confirmed method of acceptance or (d) our confirmation of (or shipment in response to) your emailed request for Trial Product shipment. In each case, your acceptance of the Order indicates your agreement to the terms in our quotation or other ordering documents and to these Terms, which together form the Agreement for such Trial Products.
  - b. "Trial Term" – the term for the Trial Products specified in the Order.
  - c. "Cellular Data Plan" – the allotted cellular data per month specified in the Order.
2. Customer may use the Trial Products, solely for the purpose of field testing, at no charge for the Trial Term. The Trial Term commences on the date the hardware components of the Trial Products are shipped to Customer. The Trial Term may not be renewed.
3. If Customer's cellular usage exceeds the Cellular Data Plan, Customer agrees to pay for excess usage at the quoted rate. Invoices will be emailed to the invoicing contact on file.
4. Upon expiration of the Trial Term, Customer has no right to use the Trial Products and the data plan will terminate. Customer will return to Ventus the hardware supplied under this Agreement within ten (10) days. Return shipping charges are the sole financial responsibility of Customer. If the hardware and all applicable parts are not returned in valid working order as determined by Ventus, Customer agrees to pay the quoted Lost Router fee for each Router. Invoices will be emailed to the invoicing contact on file.
5. The Trial Products furnished to Customer in connection with this Agreement are provided solely for the benefit of Customer and may not be sold or otherwise transferred or conveyed by Customer in any manner (whether by sale, lease, license or other method of conveyance) to any third party. This Agreement and the rights and obligations hereunder are personal to Customer and cannot be assigned or otherwise transferred, in whole or in part, without Ventus' prior written consent. Ventus may assign this Agreement to an affiliate or successor in interest. This

Agreement is binding upon, and inures to the benefit of, the successors and permitted assigns of the parties.

6. Customer may not reverse engineer, decompile or disassemble the Trial Products. Customer is not permitted to make any back-up copy of the software. The software is licensed as a single product and its component parts may not be separated for any purpose. Customer may not modify, amend, improve, or create derivative works of the software. This Agreement shall immediately terminate if Customer attempts to use, modify, copy, license or convey the Trial Products in any manner contrary to the terms of this Agreement or in any manner which impairs, alters or lessens Ventus' proprietary or IP rights in the software in any way or Customer fails or neglects to perform or observe any of its existing or future obligations under this Agreement or is in breach or default of any provision of either agreement.
7. Customer may use and run the software only in connection with the hardware and cellular service provided by Ventus in accordance with the Agreement. Other than in accordance with the terms of the Agreement, no other use, copying, distribution, lease or sale of the software is permitted. Customer may not use, run or install the software on any router, hardware or other hardware not provided by Ventus. The software is licensed as an integrated product with the hardware.
8. Customer acknowledges and agrees that it has been fully informed and understands that the Ventus Internet Gateway solution only provides Customer and Customer's end-users with direct access to the internet and that it does not include any security protections for Customer. Customer further acknowledges and agrees that it understands that the Ventus Internet Gateway solution is not part of the Ventus PCI secured network, and that Customer remains solely responsible to implement appropriate security when utilizing this solution on its behalf.
9. The Trial Products are provided to Customer solely for the purpose of evaluation and use on an "AS IS" basis and without warranty. During the Trial Term, Customer is responsible for all use of the Trial Products and Customer assumes the entire risk that may arise from the use or transmission from, through or to itself of any data.
10. VENTUS SPECIFICALLY DISCLAIMS, ANY AND ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS, IMPLIED, ORAL, WRITTEN OR STATUTORY) WITH RESPECT TO THE PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE, WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. IN ADDITION, VENTUS SPECIFICALLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN CUSTOMER WITH RESPECT TO THE PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT.
11. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF ANTICIPATED SAVINGS, LOSS OF CUSTOMERS, OR INTERFERENCE WITH BUSINESS) REGARDLESS OF THE FORESEEABILITY THEREOF AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.
12. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING TELECOMMUNICATION SERVICE(S) PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT CUSTOMER IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN VENTUS AND THE UNDERLYING CARRIER. IN ADDITION, CUSTOMER

ACKNOWLEDGES AND AGREES THAT THE UNDERLYING TELECOMMUNICATION SERVICE(S) PROVIDER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

13. Customer will comply with all US and foreign export and import compliance laws and regulations.
14. Entire Agreement. This Agreement constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties about the subject matter of this Agreement. No waiver, consent or, except as expressly provided herein, modification of this Agreement shall bind either party unless in writing and signed by the party against which enforcement is sought. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of law provisions.

Last Modified October 8, 2024