



## MASTER PRODUCTS AND SERVICES AGREEMENT

This Master Products and Services Agreement (this “MSA”) is the governing document for the transactions between OptConnect Management LLC (“OptConnect”) and its customer designated below or in an accompanying Customer Order (the “Customer”) who is purchasing, renting or using the products and services offered by OptConnect.

### Recitals

OptConnect has developed certain wireless and cellular connectivity solutions whereby it provides wireless routers, modems, SIM cards and other equipment and hardware (the “Products”) and machine-to-machine wireless and cellular data and support services (the “Services”) for the Customer’s unattended machinery and equipment. Customer desires to either purchase the Products (“Purchased Products”) or rent the Products (“Rented Products”), as elected in the Customer Order (as defined below), and in conjunction with either Purchased Products or Rented Products, subscribe to the Services from OptConnect, in all cases subject to the terms and conditions set forth in this MSA and the Customer Order.

### Agreement

1. Nature of Agreement. This MSA is a master contract providing the terms and conditions upon which OptConnect may provide the Products and Services to Customer pursuant to the issuance of one or more Customer Orders (as defined below), each of which shall be governed by this MSA. This MSA and the Customer Orders issued pursuant to the terms of this MSA shall remain in full force and effect until terminated as set forth herein.

2. Term. The term of this MSA (the “Term”) shall commence on the Effective Date and shall continue until the later of: (i) one (1) year from the Effective Date, and (ii) the termination or expiration of the last outstanding Customer Order. Each Customer Order will extend through the term set forth in such Customer Order, and at the end of such term shall automatically renew for additional one-year terms unless terminated by either party by written notice provided at least thirty (30) days prior to the date of renewal. Notwithstanding the foregoing, the termination of this MSA shall not extinguish, modify or affect in any way the rights and obligations of the parties set forth in this MSA or any Customer Order issued and entered into by the parties prior to the date of such termination, to the extent this MSA or any such Customer Order makes clear that such rights and obligations survive such termination.

3. Customer Orders. From time to time, Customer may issue a purchase order or OptConnect may prepare a customer order in response to a communication from Customer (in either case, a “Customer Order”) that indicates Customer’s desire to purchase or rent specified Products and subscribe for the Services within the terms of this MSA. The Customer Order shall include, without limitation, the type and number of Products Customer desires to purchase or rent, which Services Customer desires to receive, the term, the prices and other charges of the purchase, rental and service, and such other terms as OptConnect and Customer may determine. Upon OptConnect’s acceptance of the Customer Order, OptConnect shall provide the designated Products and Services pursuant to the terms and conditions of the Customer Order and this MSA. The terms of a Customer Order prepared by Customer shall not supersede or amend any terms of this MSA even if the Customer Order is accepted by OptConnect.

4. Delivery of Products. Unless otherwise provided in a Customer Order, all Purchased Products are sold to Customer F.O.B. OptConnect’s shipping dock located at 865 West 450 North, Suite 1, Kaysville, Utah 84037, and possession of and risk of loss or damage to such Purchased Products shall immediately pass to Customer at such time as the Purchased Products are delivered at the foregoing shipping dock to a common carrier for delivery to Customer. Products delivered in error shall be returned to OptConnect at its sole expense.

5. Nature of Products. Customer agrees and acknowledges that the Products it purchases or rents from OptConnect may be new or refurbished Products, as determined in the sole discretion of OptConnect. Customer also agrees and acknowledges that the Products are only compatible and authorized to be used in connection with wireless and cellular data and support services provided by OptConnect.

6. Product Maintenance Plan. If any Purchased Product or Rented Product fails to perform within the maintenance plan replacement period set forth in the applicable Customer Order for such non-performing Product, OptConnect shall replace the non-performing Product, at no charge to Customer, as long as Customer is current in paying all of Customer’s per unit monthly service

charges set forth in all of Customer's Customer Orders. Prior to authorizing the replacement, OptConnect may require Customer to engage in certain onsite troubleshooting, either itself or from an authorized technician, in an effort to remedy the performance issue. The replacement plan for Purchased Products shall be for three (3) years from purchase, and for Rented Products at any time during the rental term. The foregoing replacement obligation does not apply to any Purchased Product that ceases to be supported by a wireless network carrier, and OptConnect does not warrant that the Products will be supported by any specific wireless network carrier for any specific length of time. Upon notification from Customer and upon OptConnect's diagnosis of the problem with such non-performing Product, OptConnect shall ship to Customer, by standard ground shipping for purchased product and standard overnight for rented product, and at no cost to Customer, new or refurbished replacement Product. Customer must return the non-performing Product to OptConnect using the prepaid shipping label provided by OptConnect. For a Purchased product, if Customer fails to ship the non-performing Product to OptConnect within 20 days of Customer's receipt of the replacement Product, Customer shall pay OptConnect the sum of \$300 per unit. For a Rented Product, if Customer fails to ship the non-performing Product to OptConnect within 20 days of Customer's receipt of the replacement Product, the replacement Product will be added to the Customer Order under which Customer ordered the non-returned, nonperforming Product and Customer shall be responsible for paying the per unit monthly charges for its rental of the rented replacement Product and its purchase of the Services in the amounts set forth in such Customer Order.

7. Pricing and Payment. Customer agrees to pay the per unit purchase prices for its purchase of the Purchased Products and the per unit monthly rental charges for its Rented Products and its monthly or prepaid single- or multi-year service fees for the subscription to the Services in the amounts set forth in each applicable Customer Order. The monthly data Service fee is based on data expected to be used across all of the Products covered by the Customer Orders that are on the same data plan pooled together. If Customer's pooled data usage exceeds the plan amount in any monthly billing period, OptConnect will charge Customer an additional data overage fee as set forth in the Customer Order. Upon the occurrence of a data overage, Customer may elect to move to a higher data plan the following month. The per unit purchase prices for Customer's Purchased Products and the first month's monthly service charges for Customer's rental of the Rented Products and its subscription to the Services, plus shipping and handling, will be billed to Customer and a payment will be processed by OptConnect to Customer's bank account via Automated Clearing House (ACH) prior to OptConnect's shipping of the purchased and/or rented Products. Subsequent months' per unit monthly rental and service charges for all Customer Orders entered into by Customer and OptConnect will be consolidated and billed, and a payment will be processed via ACH to Customer's bank account on or near the same day of each month. However, OptConnect reserves the right to pro-rate Customer's first month's per unit monthly service and rental charges to accommodate the consolidation of Customer's billing. If the term under a Customer Order renews automatically as provided herein, OptConnect may adjust the price of the Services provided in that renewal term upon written notice to the Customer delivered at least 45 days prior to the renewal date. At its discretion OptConnect may establish payment terms with the Customer which will not require ACH payments, including payments by wire, credit card or check. Any prepayments made by Customer for future services are non-refundable after thirty (30) days from the date of order. Any overages incurred may be billed to the Customer at intervals determined at OptConnect's discretion. In the event of any late payment of any amounts due hereunder or in a Customer Order, such amounts shall accrue interest at the lesser of 1.5% per month or the maximum amount allowed under applicable law. OptConnect may also elect to withhold delivery of Product and/or suspend or discontinue Service to Customer if any payments are more than thirty days past due. Payments under any Customer Order made by credit card shall result in an additional transaction fee equal to the amount of the applicable fee payable to the credit card company.

8. Fees Payable Upon Termination. Upon termination by Customer of this MSA or a Customer Order for Products and Services, Customer agrees to promptly pay OptConnect, if applicable: (i) in full for all monthly fees due under the remaining term of the Customer Order for the Services if the Customer Order is for Purchased Products; (ii) in full for the remaining monthly fees due under the remaining term of the Customer Order for the Rented Products and Services if the Customer Order is for Rented Products; (iii) a "deactivation fee" equal to \$25 for each Purchased Product that is terminated prior to the end of the term of the Customer Order; and (iv) an "unreturned product fee" of \$180 for each Rented Product that is not returned to OptConnect within 20 days of the termination date in good working order. The foregoing payment obligations of Customer shall survive the termination of any Customer Order or this MSA, and Customer agrees and acknowledges that OptConnect retains all right, title and interest in and to any Rented Products provided to Customer under a Customer Order. Upon termination of a Customer Order that includes prepaid Services, there will be no right to a refund of those fees.

9. Carrier Costs. OptConnect reserves the right to increase the cost of the Services provided under a Customer Order if and to the extent of any cost increases imposed by the applicable wireless service carrier that is providing those Services.

10. Proprietary Information. Customer acknowledges and agrees that: (a) the Products and Services and all information relating thereto or to OptConnect's business contain certain proprietary information, rights, processes, designs, technology and trade secrets (the "Proprietary Information"); (b) the Proprietary Information is and at all times shall remain the exclusive property of

OptConnect; (c) Customer shall not (i) directly or indirectly, intentionally or unintentionally, reveal, disclose, furnish, publish, make accessible or disseminate to any person or entity who is not employed by Customer any Proprietary Information, unless already generally known to and available for use by the public, (ii) ever use or exploit any Proprietary Information for the financial gain of Customer or any other person or entity or for any other purpose, or (iii) during the term of this MSA solicit, divert, or induce any of the employees of OptConnect to leave the employ of OptConnect and become the employee or independent contractor of Customer or an affiliate of Customer; (d) upon the termination of this MSA or the earlier request by OptConnect, Customer shall promptly return to OptConnect all Proprietary Information then in Customer's possession or control; and (e) OptConnect will incur incalculable and irreparable damage for any breach by Customer of any covenant set forth in this paragraph, and that OptConnect and/or its affiliates shall be entitled to injunctive relief restraining Customer from such continuing and/or threatened breach.

11. Acceptance; Limitation of Warranties and Liability. OPTCONNECT WARRANTS THAT THE PRODUCTS AND SERVICES SHALL BE OF STANDARD QUALITY IN THE INDUSTRY. OPTCONNECT'S SOLE RESPONSIBILITY FOR, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO, NON-PERFORMING PRODUCTS SHALL BE REPLACEMENT WITH THE SAME TYPE OF PRODUCT ORDERED, AS SET FORTH IN SECTION 6 ABOVE. THE SERVICES PROVIDED WITH THOSE PRODUCTS ARE MADE AVAILABLE TO CUSTOMER THROUGH THIRD-PARTY INTERNET SERVICE PROVIDERS, AND THE WARRANTIES AND SERVICE COMMITMENTS OF THOSE SERVICE PROVIDERS ARE AVAILABLE TO THE EXTENT AVAILABLE TO OTHER CUSTOMERS OF THOSE SERVICE PROVIDERS. THE FOREGOING OBLIGATION OF OPTCONNECT TO REPLACE NON-PERFORMING PRODUCTS OR OF THE INTERNET SERVICE PROVIDER ARE CUSTOMERS SOLE RECOURSE. NEITHER OPTCONNECT NOR THE SERVICE PROVIDER MAKES ANY WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, SECURE OR ERROR FREE, OR THAT DEFECTS IN THAT SERVICE WILL BE CORRECTED. ADDITIONALLY, OPTCONNECT MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT OPTCONNECT'S OBLIGATIONS SHALL BE LIMITED AS SET FORTH ABOVE AND EXPRESSLY DISCLAIMS ANY OTHER WARRANTY BY OPTCONNECT OF ANY NATURE WHATSOEVER. OPTCONNECT SHALL NOT BE LIABLE TO CUSTOMER OR OTHERS FOR ANY LOSSES, EXPENSES OR COSTS (INCLUDING BUT NOT LIMITED TO ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES) INCURRED BY CUSTOMER OR OTHERS DUE TO BREAKDOWN OR MALFUNCTION OF THE PRODUCTS OR OTHERWISE.

12. Excess Data Use. The monthly data Service fee is based on data expected to be used across all of the Products on the same data plan pooled together. If such aggregated use exceeds the elected data plan, excess usage fees may apply until Customer elects to move the Products to a higher data plan. OptConnect will make reasonable efforts to notify and work with customer to resolve extreme data usage occurrences without unnecessarily affecting customer operations.

13. Data Activity and DDOS Attacks. Notwithstanding anything to the contrary in this Agreement, if Customer does not allow OptConnect to use a private network for the provision of the Services via the Products, but instead asks OptConnect to use a public network for the provision of the Services via the Products, then Customer shall be responsible for all data breaches or other activity from and to the Products, regardless of who initiates the activity, including but not limited to any and all activity generated through a distributed denial of service ("DDOS") attack. If the data activity from or to the Products results in fees, costs, expenses or charges to OptConnect in excess of Customer's monthly "Wireless Service Charge" or monthly data plan limit set forth in the Agreement, Customer shall be solely responsible for and shall pay all such excess fees, costs, expenses or charges, and Customer hereby irrevocably, unconditionally and completely releases and discharges OptConnect from, and agrees to indemnify and hold OptConnect harmless of and from, any and all fees, costs, expenses, charges, claims, liabilities, demands or grievances arising out of or relating to the data activity from or to the Products, as well as causes of action of any kind or nature whatsoever arising out of or relating to the data activity from or to the Products.

14. Assignment of Rights. Customer grants OptConnect the right to assign all or any part of its rights or obligations under this MSA at any time to any person or entity that OptConnect chooses. Customer shall not assign or in any way dispose of all or any part of its rights or obligations under this MSA without the prior written consent of OptConnect or its successors or assigns.

15. Authority. Customer represents and warrants to OptConnect that Customer has the right and power to enter into this MSA, that any and all action necessary to approve Customer's entering into this MSA has been taken, that Customer has the ability to perform Customer's obligations under this MSA and that this MSA constitutes the legal, valid and binding agreement of Customer, enforceable against Customer in accordance with its terms.

16. Costs and Attorneys' Fees. In any dispute between the parties, whether or not resulting in litigation, the prevailing party shall be entitled to recover from the other party all reasonable costs including, without limitation, reasonable attorneys' fees. The prevailing party shall include, without limitation, a party who dismisses an action for recovery in exchange for sums allegedly due, performance for covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

17. Governing Law. This MSA shall be construed, interpreted and enforced in accordance with the laws of the State of Utah. The jurisdiction and venue for any legal proceeding to interpret or enforce this MSA shall be in Salt Lake County, Utah.

18. Notice. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) when delivered personally, (b) when sent by electronic mail or facsimile (with delivery confirmed), (c) when received by the addressee, if sent by express mail or other express delivery service (receipt requested), or (d) three business days after being sent by registered or certified mail, return receipt requested, in each case to the other party at the addresses set forth in the applicable Customer Order (or to such other address for a party as shall be specified by like notice, provided that notices of a change of address shall be effective only upon receipt thereof).

19. Entire Agreement. The parties understand and expressly agree that (a) this MSA and the associated Customer Orders contain a complete statement of all understandings, arrangements and agreements between the parties and constitute the entire agreement between the parties as to the subject matter hereof, and completely supersede all negotiations and all prior arrangements, understandings, courses of dealing and agreements related to the subject matter hereof; and (b) there are no representations, warranties, understandings, arrangements, agreements, conditions or contingencies, whether express or implied, or oral or written, except as expressly set forth in this MSA or the associated Customer Orders.

20. Modification. This MSA may not be modified except by a written instrument signed by all the parties hereto.

21. Waiver. Any waiver by any party hereto of any breach of any kind or character whatsoever by any other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this MSA on the part of the other party. No course of dealing or performance between the parties hereto, nor any delay in exercising any rights or remedies hereunder or otherwise, shall operate as a waiver of any of the rights or remedies of any party hereto.

22. ACH Authorization. Unless otherwise expressly authorized by OptConnect (see Section 7 above), the method of payment for the per unit purchase prices of the Purchased Products, the per unit monthly rental charges for rental of the Rented Products, and the monthly or annual subscription for the Services, and all other amounts or fees that become due and owing by Customer under this MSA, shall be by ACH. Customer authorizes OptConnect to initiate ACH transfer entries and to debit and/or credit the account identified on a separate ACH Authorization form for the above charges (the "ACH Authorization"), and all other amounts or fees that become due and owing by Customer under this MSA. Customer agrees to keep the Account funded to the extent needed to reasonably support transaction amounts posted by OptConnect under this MSA. In the event an ACH payment is returned unpaid to OptConnect, Customer agrees to immediately pay OptConnect a returned ACH fee of \$35.00 per returned item. All shortages and adjustments are the full responsibility of Customer. The undersigned represents and warrants to OptConnect that the person executing the ACH Authorization is an authorized signatory on the Account and that all information regarding the Account and Customer set forth on the ACH Authorization is true and correct. Upon termination of this MSA, Customer's obligation to pay OptConnect any accrued and outstanding per unit purchase prices, per unit monthly service charges, and all other amounts or fees that become due and owing by Customer under this MSA, shall survive the termination of this MSA.

23. Knowing and Voluntary Execution. Customer acknowledges by checking the applicable box on the Customer Order form that it has read this MSA carefully and that it fully understands the meaning of the terms of this MSA. Customer acknowledges that it has agreed to the terms of this MSA voluntarily and of its own free will. This MSA and all Customer Orders shall be construed as though all parties had drafted them.

The parties have executed this MSA by their duly authorized representatives.

**OptConnect Management, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Customer:** \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_