



## MASTER PRODUCTS AND SERVICES AGREEMENT

This Master Products and Services Agreement (this "*Master Agreement*") is entered into on \_\_\_\_\_, 2020 (the "*Effective Date*") by and between OptConnect Management LLC ("*OptConnect*"), a Utah limited liability company whose principal address is 498 N Kays Drive, #110, Kaysville, Utah 84037 and \_\_\_\_\_ ("*Customer*"), a \_\_\_\_\_ whose principal address is \_\_\_\_\_.

### Recitals

OptConnect has developed certain wireless and Internet connectivity solutions whereby it provides wireless routers, equipment and other hardware (the "*Products*") and machine-to-machine wireless data and support services (the "*Services*") for unattended machinery and equipment. Customer desires to purchase and/or rent from OptConnect certain Products and subscribe to certain Services and the transaction entered into at this time is pursuant to the terms and conditions set forth in this Master Agreement and the signed Customer Order.

### Agreement

1. Nature of Agreement. This Master Agreement 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), any and all of which shall be governed by this Master Agreement. This Master Agreement and the Customer Orders issued pursuant to the terms of this Master Agreement shall remain in full force and effect until terminated as set forth herein.

2. Term. The term of this Master Agreement (the "*Term*") shall commence on the Effective Date and shall terminate 30 days after the giving of written notice of termination by OptConnect or Customer to the other party. Notwithstanding the foregoing, the termination of this Master Agreement shall not extinguish, modify or affect in any way the rights and obligations of the parties set forth in this Master Agreement or any Customer Order issued and entered into by the parties prior to the date of such termination, to the extent this Master Agreement or any such Customer Order makes clear that such rights and obligations survive such termination.

3. Customer Orders. From time to time, Customer may deliver to OptConnect a Customer Order or Wireless Service Agreement (each, a "*Customer Order*") with respect to the purchase and/or rental of specified Products and the subscription to specified Services. The Customer Order shall be signed by Customer and modified only to reflect the information called for in the Customer Order (which information will be completed by OptConnect through communications with Customer and which information will include, but not be limited to, what and how many Products Customer desires to purchase and/or rent, which Services Customer desires to receive and the prices, charges, shipping information and the length of warranty maintenance plan for such Products and Services) and such other changes as OptConnect and Customer may agree upon for the Customer Order. Upon Customer's delivery to OptConnect of a signed Customer Order, OptConnect shall provide the Products and Services pursuant to the terms and conditions of the Customer Order and such Customer Order shall constitute a separate and independent contract for the purchase and/or rental of the Products and the purchase of the Services described therein, subject to all of the terms, conditions and provisions in this Master Agreement and such Customer Order. A signed Customer Order submitted by Customer to OptConnect that contains any handwritten or other alterations not set forth in the Customer Order originally completed by OptConnect shall not be binding upon OptConnect. OptConnect shall give Customer prompt written notice after receiving any such altered Customer Order submitted by Customer and the parties shall work together to negotiate mutually agreeable terms for the proposed Customer Order. Upon such mutual agreement, OptConnect shall complete and Customer shall sign and submit to OptConnect the revised Customer Order reflecting the agreed upon terms. In the event of any conflicting terms between this Master Agreement and the Customer Order, this Master Agreement shall control.

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 OptConnect's Utah warehouse, and title to 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 the Services provided by OptConnect.

6. Product Maintenance Plan. If any purchased or rented Product fails to perform during 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 monthly subscription charges for Services under all of Customer's Customer Orders. The foregoing obligation does not apply to any 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, a 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 \$300.00 per unit. For a rental Product, if Customer fails to ship the non-performing Product to OptConnect within 20 days of Customer's receipt of the replacement Product, Customer will be charged rental and service fees for both the replacement Product and the unreturned, non-performing Product until such Product is returned.

7. Payment of Prices and Charges. Customer agrees to pay the per unit purchase prices for its purchase of the Products and the per unit monthly service charges for its rental of the Products and its purchase of the Services in the amounts set forth in Customer's Orders. The per unit purchase prices for Customer's purchased Products and the first month's monthly service charges for Customer's rental of the Products and its purchase of 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 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 charges to accommodate the consolidation of Customer's billing. At its discretion, OptConnect may establish terms with the Customer which will not require ACH payments.

8. Changes to Services. OptConnect reserves the right to modify the terms of the Services provided under any Customer Order at any time during the term of this Master Agreement.

9. Ownership. Customer agrees and acknowledges that OptConnect retains all right, title and interest in and to any Products rented by Customer under the Customer Orders.

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 Master Agreement 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 Master Agreement 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 FOREGOING OBLIGATION OF OPTCONNECT TO REPLACE NON-PERFORMING PRODUCTS IS IN LIEU OF ALL 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 OR SPECIAL DAMAGES) INCURRED BY CUSTOMER OR OTHERS DUE TO BREAKDOWN OR MALFUNCTION OF THE PRODUCTS, DISRUPTION OF THE SERVICES OR OTHERWISE.

12. Excess Data Use. Notwithstanding any other characterization of Service plans, OptConnect reserves the right to separate a device from its service plan when its usage exceeds three (3) times the data included in its plan, or is suspected by OptConnect of misuse, or is suspected by OptConnect of being adversely affected by hardware or software changes due to, or failures of, the attached equipment. OptConnect will make reasonable efforts to notify and work with customer to resolve extreme data usage occurrences without unnecessarily affecting customer operations; however, OptConnect reserves the right to limit data use on such devices by throttling speeds, by temporarily suspending service, and/or by charging customer for usage.

13. Termination. Upon termination by Customer of the Services for a purchased Product covered under a Customer Order, Customer agrees to immediately pay OptConnect a "deactivation fee" equal to \$25.00 for each Product for which Customer terminated the Services. In the case of a Product rented under a Customer Order, Customer agrees, if the termination occurs prior to the expiration of the rental Term for that rented Product, to immediately pay OptConnect an "early termination fee" equal to the number of months remaining in that rental Term, multiplied by the per unit monthly service charges for that rented Product. Upon the termination of a rented Product, Customer shall immediately return the rented Product in good working order to OptConnect within 20 days of the termination. If Customer fails to so, Customer shall immediately pay to OptConnect the sum of \$100.00 for its non-return of the rented Product (or its return of the rented Product not in good working order). The foregoing obligations of Customer to pay the "deactivation fee," to return the rented Products and to pay the "early termination fee" shall survive the termination of this Master Agreement.

14. Assignment of Rights. Customer shall not assign or in any way dispose of all or any part of its rights or obligations under this Master Agreement 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 Master Agreement, that any and all action necessary to approve Customer's entering into this Master Agreement has been taken, that Customer has the ability to perform Customer's obligations under this Master Agreement and that this Master Agreement 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 Master Agreement 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 Master Agreement shall be in Salt Lake County, Utah.

18. Notice. Any notice required by the terms of this Master Agreement shall be given in writing and shall be deemed effective upon personal delivery or upon deposit with the appropriate postal service, by registered or certified mail with postage and fees prepaid and addressed to the party entitled to such notice at that party's business address first set forth above.

19. Entire Agreement. The parties understand and expressly agree that (a) this Master Agreement and the Customer Orders contain the 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 Master Agreement.

20. Modification. This Master Agreement may not be modified except by a written instrument signed by 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 Master Agreement 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. The method of payment for the per unit purchase prices of the Products and the per unit monthly service charges for rental of the Products and subscription to the Services, and all other amounts or fees that become due and owing by Customer under this Master Agreement, shall be by Automated Clearing House (ACH) transfer. Customer authorizes OptConnect to initiate ACH transfer entries and to debit and/or credit the account identified on a separate ACH authorization form (the "ACH Authorization") for the per unit purchase prices of the Products and the per unit monthly service charges for rental of the Products and subscription to the Services, and all other amounts or fees that become due and owing by Customer under this Master Agreement. Customer agrees to keep the ACH account funded to the extent needed to reasonably support transaction amounts posted by OptConnect under this Master Agreement. 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 Customer's account and that all information regarding the ACH account and Customer set forth on the ACH Authorization is true and correct. Upon termination of this Master Agreement, 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 Master Agreement, shall survive the termination of this Master Agreement.

23. Knowing and Voluntary Execution. Customer acknowledges by either signing below or checking the applicable box on the Customer Order form that Customer has read this Master Agreement carefully and that it fully understands the meaning of the terms of this Master Agreement. Customer acknowledges that it has agreed to the terms of this Master Agreement voluntarily and of its own free will.

24. Construction. This Master Agreement and all Customer Orders shall be construed as though all parties had drafted them.

In Witness Whereof, the parties have executed this Master Agreement by their duly authorized representatives.

OptConnect Management, LLC  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Customer:  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_