

CELONA ENTERPRISE 4G/5G LAN SERVICE TERMS AND CONDITIONS

These Celona Enterprise 4G/5G LAN Service Terms and Conditions (“Agreement”) set forth the terms and conditions under which Celona, Inc. (“Celona”) is willing to provide Celona Products (as defined below) to customers (“Customer”) (either directly or indirectly through a reseller or channel partner of Celona) and Customer is willing to use and purchase such Products. Celona and Customer may be individually referred to as “Party” or collectively as “Parties”. In consideration of the covenants and conditions set forth herein, Celona and Customer agree as follows:

BY USING THE CELONA ACCESS POINTS, THE CELONA ORCHESTRATOR™ OR THE CELONA ORCHESTRATOR ADDITIONAL SERVICES, CUSTOMER ACKNOWLEDGES THAT (1) IT HAS READ THIS AGREEMENT AND AGREES TO BE BOUND BY IT, AND (2) THE PERSON ACCEPTING THIS AGREEMENT HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE CUSTOMER, AND TO BIND THE CUSTOMER TO THIS AGREEMENT. IF CUSTOMER DOES NOT AGREE TO THESE TERMS AND CONDITIONS, CUSTOMER MAY NOT USE THE CELONA ACCESS POINTS, THE ORCHESTRATOR OR THE ORCHESTRATOR ADDITIONAL SERVICES.

1. DEFINITIONS

“Access Point” or **“Celona AP”** means the Celona provided 4G-LTE eNodeB and 5G gNodeB access points for both indoor and outdoor wireless connectivity over CBRS spectrum (or such spectrum in non-U.S. locations, if and when available). Access Points include those models that Celona currently makes available on its price list and any new Access Points offered by Celona on its price list during the Term.

“Celona Edge Software” or **“Edge Software”** means the software application for terminating data and control plane traffic from the Access Points and serves as the LTE/5G mobile core for wireless clients.

“Documentation” means the installation and operating instructions, user manuals, help files, ‘README’ files, training materials, and all specifications and technical information and materials provided by Celona to Customer.

“End Users” means Customer’s employees, contractors, guests, invitees, or anyone else to whom Customer authorizes access to the Access Points.

“Error” means a failure of the Product to conform to the specifications set forth in the Documentation, resulting in the inability to use, or material restriction in the use of, the Product, or a noticeable and repeating disruption in the Product’s performance.

“Firmware” means the software embedded in the Access Points.

“Celona Orchestrator” or **“(CSO)”** means Celona’s proprietary web-based Software-as-a-Service (SaaS) for managing the Access Points and Edge Software, SIM provisioning, policy automation and related services as described in the Documentation.

“Orchestrator Additional Services” means the optional, additional features or services that Celona makes available for additional fees and are provided through the Celona Orchestrator and/or Celona Edge.

“Process” means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission,

dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Products" means, collectively, Access Points (including the Firmware), the Orchestrator, Celona Edge Software, the Documentation, the Orchestrator Additional Services, and any related equipment, including any appliances, brackets, antenna, and related Support Services, as may be ordered by Customer and provided by Celona pursuant to one (1) or more Purchase Orders.

"Software" means any Celona machine-readable object code and accompanying activation keys, if any, made available under this Agreement, whether incorporated in the hardware Products (e.g., Firmware) or delivered separately (e.g., Edge Software), and includes Software releases and any updates of that Software the Customer is entitled to receive as part of the Support Services.

"Purchase Order" means a Customer issued purchase order that sets forth the Products ordered.

"Service Term" means the term of the subscription granted by Celona to Customer with respect to the Products. Service Terms are either three or five years unless otherwise agreed in writing by Celona and Customer.

"Support Service" means Celona's standard support services offered to Customer for the Products, as currently described in the Agreement, and as may be supplemented or modified during the Service Term.

2. COMMERCIAL ARRANGEMENT

2.1. Subscriptions. Celona provides the Products on a subscription basis, meaning that the Customer's use of the hardware Products, the Orchestrator cloud services, and the Celona Edge Software is limited to the Service Term ordered by Customer. Customers access rights to the Celona Orchestrator and license to the Celona Edge Software, and generally use of the private cellular network enabled by the Products will end upon expiration of the Service Term unless Customer elects to renew Customer's subscription, subject to Celona's end of life policies. Certain Products, as identified on Celona's price list or quotation (e.g., antenna, brackets, Edge appliance), are sold to Customer. Use of these Products is not limited by the Service Term.

2.2. Non-Commercial Purposes/Trial Terms. Products that are provided by Celona or an authorized Celona reseller for non-commercial purposes, including but not limited to trial, demonstration, education, or for Customer's internal testing and lab purposes ("Non-commercial Purposes") are provided by Celona "AS IS WITH ALL FAULTS AND WITHOUT EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, OR REMEDIES and shall be offered free of charge until the earlier of: (i) cancellation of the free trial in Celona's sole discretion and without notice; (ii) expiration of the free trial period for the Products, time-limited by Celona under additional trial terms; (iii) the start date of any purchased Service Term for the Products ordered by Customer. In no event shall Celona have any obligation to continue nor any obligation to renew any subscription used for Non-commercial Purposes. Software that has been licensed for and hardware Products that have been provided for Non-commercial Purposes shall not be used in a production environment. Additional trial terms and conditions may appear on an applicable Celona registration web page, or included with the Products when delivered to Customer. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

2.3. Existing Agreement. If Celona and Customer have entered into a written agreement governing the purchase of Celona Products ("Existing Agreement"), the terms of such Existing Agreement shall prevail to the extent this Agreement conflicts with such Existing Agreement.

2.4. Purchases through Authorized Resellers. If Customer has purchased Products through a Celona

authorized reseller, then the terms of Customer's agreement with the reseller will prevail over the terms set forth in Section 3 and 4.

3. CELONA PRODUCT PURCHASE

3.1. Purchasing. Customer may initiate purchases of Celona Products by submitting a Purchase Order to Celona. If Celona has issued a quotation to Customer for the Products, Customer should include the quotation number on the Purchase Order. Any delivery dates stated in a Purchase Order are considered a request only and subject to confirmation in writing by Celona. If the quantity of Access Points in the Purchase Order exceeds the quantity quoted, Celona reserves the right to confirm such additional quantity is available and adjust the dates of shipment as necessary to meet the higher quantity. Celona shall use commercially reasonable efforts to send a written confirmation (via email) of receipt of Purchase Orders within five (5) days from receipt and verify the shipping dates and other modifications, if any, to Customer's Purchase Order.

3.2. Fees and Taxes. Customer will pay the subscription fees for the Products and purchase price for hardware Products that are sold on a stand-alone basis (e.g. antenna or Edge appliance) as set forth in the quotation issued by Celona (or Celona authorized reseller) (together, the "Fees"). The Fees do not include Federal, State, Provincial or local sales, excise, use or other taxes applicable to the Products (excluding only taxes based on Celona's income). Applicable taxes will be added to the sales price if Celona has the legal obligation to collect the same and will be invoiced to and paid by Customer, unless Customer provides Celona with a proper tax exemption certificate. In the event Celona is required to pay any such tax, Customer shall promptly reimburse Celona.

3.3. Payment Terms. Unless otherwise stated in Celona's quotation and order acknowledgement, Customer must pay for all Products at time of order. Upon reviewing Customer's credit status, Celona may offer payment terms of net 30 days from date of invoice. Celona reserves the right to require alternative payment terms based upon Customer's credit application. All amounts payable shall be invoiced and paid in United States Dollars and all payments shall be made to Celona at its office in Cupertino, California, or to such other location as Celona may designate in writing. Interest accrues on the unpaid balance of overdue invoices at a rate of one percent (1.0%) per month (or, if lower, the amount permitted by law) from the original due date of the invoice. Payment shall not be withheld for Customer's delay in installation of the Access Points. In the event any invoices remain outstanding (and undisputed) for a period of thirty (30) days or more, Celona shall have the right upon ten days advance written notice to suspend access to the Orchestrator, delay shipment of any additional Access Points and/or terminate this Agreement.

4. DELIVERY OF PRODUCTS

4.1. Shipping Terms. Celona will ship to Customer the quantity of Access Points ordered by Customer Ex-Works (Incoterms 2010) from the Celona factory or distribution center. The price of all Products, unless otherwise specifically stated in Celona's quotation or order acknowledgement, excludes the fees for shipment of the Access Points to Customer's location. If requested by Customer, Celona will arrange for selection of a shipping company and shipment on the Customer's behalf. Celona will include the shipping fees on the invoice to Customer. In the absence of shipping instructions from Customer, Celona reserves the right

to select the means of transportation and routing. Unless otherwise advised, Celona will insure Access Points to their full value or declare full value thereof to the transportation company and all shipping and insurance costs shall be for Customer's account. Destruction of, or damage to, Access Points shall not release, reduce, or in any way affect Customer's obligation to pay for same. Celona will assist Customer seeking recovery for any loss or damage to the Access Points while in transit.

4.2. Risk of Loss and Title Transfer. Unless otherwise agreed to in writing by Celona, title and risk of loss or damage shall pass to Customer upon delivery of the Access Points to the transportation company at Celona's facility.

4.3. Cancellation. Once accepted, Purchase Orders may not be canceled without written approval from Celona. Except as set forth in this Agreement, there is no right of return for the Access Points or right to cancel subscriptions to the Orchestrator.

4.4. Inspection Rights. Customer shall have the right to inspect the Access Points and other hardware Products (e.g., Edge appliance or antenna) upon delivery. Customer's exclusive remedy with respect to any defective or non-conforming hardware Products shall be to have Celona replace such defective or nonconforming hardware or credit Customer's account, whichever Celona may elect in its sole discretion. If Customer reports to Celona a defective hardware Product within 30 days of delivery, then Celona will ship to Customer an advance replacement at Celona's cost in exchange for the defective hardware delivered to Customer. To avoid additional charges, Customer must return the defective Product within 15 days of receipt of the replacement Product. If Celona finds that any hardware Product has been returned which is not defective or non-conforming, Celona may charge Customer a \$200 fee for testing and examination.

4.5. Installation. Customer will install the Access Points using a Certified Professional Installer ("CPI"). A CPI is an individual trained and currently validly certified from an accredited CPI Training Program based on the relevant FCC Part 96 rules and associated technical best practices for the Citizens Broadband Radio Spectrum (CBRS). A CPI does not necessarily have to physically install the Equipment but must certify the installation parameters with respect to the designated CBRS registration data provided to the SAS and is personally responsible for the correctness of this data.

The following terms apply to Customers who have ordered Celona Products on a rental basis.

A. *Celona Rental SKUs:* If you have ordered Celona Products on a rental basis, then Celona is the sole owner/titleholder of the hardware of the Products (together with any upgrades, replacements, repairs, and accessories connected to or provided with the hardware, collectively the "Hardware") during the rental period, and any extension thereto. Customer may not sell, transfer, encumber or assign Hardware without express prior written consent of Celona or its assignee.

B. *Rental Conditions.* Celona is providing the Hardware of the Product to Customer on a rental basis for the period of time referenced in the Celona service/product pricing description (typically for six (6) months). Customer will keep the Hardware at the location specified in the Purchase Order. Should Customer unilaterally move or relocate Hardware, Customer will notify Celona of the new location.

Customer agrees to use and maintain Hardware in accordance with Celona Documentation. Customer is responsible for the risk of loss for any destruction or damage to the Hardware and for any injuries due to the acts or omissions of the Customer. In the event Hardware fails to perform as specified in the Documentation and Celona is unable to cure the problem, Celona will replace Hardware with the same or like units at no charge to Customer.

Customer shall promptly notify Celona of any loss, destruction, damage, or injury. No such loss, destruction or damage will relieve the Customer of its payment obligations for the rental period. Upon any loss, destruction or damage, Celona shall have the right to terminate the rental period and Customer shall be liable for unpaid rental payments plus the estimated fair market value of the Hardware of the Product at the end of the scheduled rental period.

C. Rental Fees: The fees for the entire rental period are due in advance. Celona will invoice Customer upon shipment of the Hardware. If within ninety (90) days of the beginning of the rental period, Customer elects to purchase a full subscription for three or more years to the Celona Products, then Celona will credit the fees for the entire rental period towards the fees for the full subscription.

D. Rental Termination: After the initial rental period, Customer may elect to purchase a full subscription for Celona Products, including the Hardware in Customer's possession. Upon Celona's acceptance of Customer's Purchase Order for a full subscription, title to the Hardware will pass to Customer. The rental period cannot be renewed or extended without Celona's prior written consent. If Customer does not elect to purchase a full subscription for Celona Products, then Customer will pack the Hardware in the packaging in which it was delivered and arrange for return shipment of the Hardware to Celona. If Customer fails or refuses to return Hardware, Celona shall have the right to take possession of Hardware. Customer must pay any and all additional rental fees due until Celona receives the Hardware or pay Celona the fair market value of the Hardware if Celona is unable to take possession.

5. LICENSES

5.1. Software License. All Software is licensed to Customer, not sold. The Software is licensed for use only with the Access Points provided by Celona. All Software is protected by U.S. copyright law and international treaties. Except where Customer is paying for a managed service from a managed service provider of Celona Products, Celona grants to Customer a non-exclusive, non-transferable license to install, activate, execute and view the Software during the Service Term. Customer shall have no right or license in the Software, unless Customer rightfully acquired the Software license from an authorized Celona reseller. Except with respect to any Open Source Software, all right, title and interest in and to the Software is retained by Celona and/or its licensors and is proprietary in nature. Celona reserves all rights and licenses in and to the Software not expressly granted to Customer.

5.1.1. All Firmware updates to the Access Points will be automatically deployed, unless Customer elects (through the Orchestrator) not to receive automatic updates. Celona will make available release notes for every Firmware update and changes to the Orchestrator. Celona will provide advance notice of any Firmware updates that introduce significant new or different functionality.

5.2. Third-Party Software Licenses. The Products may contain or be provided with components which are licensed from third parties ("Third Party Code"), including components subject to the terms and conditions of "open source" software licenses ("Open Source Software"). To the extent required by the license that accompanies the Open Source Software, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Open Source Software, including, without limitation, any provisions governing access to source code, modification, or reverse engineering. Celona's licensors of Third Party Code disclaim all warranties not expressly made, including implied warranty of merchantability, fitness for a particular purpose and non-infringement. In no event will Third Party Code licensors be liable for incidental, indirect, special or consequential damages, except for personal injury, but only to the extent applicable law requires such liability without limitation, and except to the extent some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages.

6. CELONA ORCHESTRATOR

6.1. Orchestrator. During the Service Term, subject to Customer's compliance with the terms and conditions of this Agreement, including the payment of any applicable fees, Celona will provide Customer access to the Orchestrator. If Customer has purchased a Orchestrator Additional Service, Celona will provide Customer access to the Orchestrator Additional Service for the Service Term for that Additional Service.

6.2. Activation Codes. Following delivery of the Access Points, Customer will be required to activate its subscription to the Orchestrator. Each Access Points requires an activation code in order to manage the Access Point from the Orchestrator. Celona will email to Customer's designated contact the Orchestrator activation codes. For any Orchestrator Additional Service that requires an activation code, Celona will email Customer the activation code which Customer will enter into the Orchestrator in order to activate the Orchestrator Additional Service. Celona may elect to make Orchestrator Additional Services available to Customer on a promotional basis for no additional fees. In this case, Celona reserves the right to cancel the Orchestrator Additional Service at any time. Customer may order Orchestrator Additional Services at any time.

6.3. User Credentials. Access to the Orchestrator is limited to individual employees, consultants or contractors of Customer who are provided a registered account by Customer, having an individual user identification name and password. Account names and passwords may not be shared. Customer is responsible for all access to the Orchestrator by its employees, consultants and contractors. Customer shall immediately notify Celona in the event that Customer becomes aware of any violation of the terms of this Agreement. In the event Customer becomes aware that the security of any user's login information has been breached, Customer shall immediately notify Celona of such breach and Customer shall immediately de-activate such account or change the account's login information.

6.4. Orchestrator Maintenance and Updates. Customer will receive those updates and enhancements to the Orchestrator for no additional charge that Celona makes generally available to its other customers as part of the standard Orchestrator services. Celona shall perform routine maintenance sufficient to keep the Celona Orchestrator performing in accordance with Documentation. Typically, any maintenance, enhancements or

updates to the Orchestrator is completed without interruption to the Celona Orchestrator services and does not require any downtime.

6.5. Restrictions on Use. Customer will not, and will not permit any third party to (a) modify, copy, or otherwise reproduce the Products in whole or in part; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of the code used in any Products and Services (unless such restrictions are prohibited by law); (c) provide, lease or lend the Products to any third party except as expressly authorized in writing by Celona; (d) remove any proprietary notices or labels displayed on the Products; (e) modify or create a derivative work of any part of the Products; (f) use the Products for any unlawful purpose; (g) interfere with or disrupt the integrity or performance of the Products or third-party data contained therein; (h) attempt to gain unauthorized access to or breach the security mechanisms of the Products; (i) permit direct or indirect access to or use of any Products in a way that circumvents the authorized scope of use, as set forth in this Agreement; (j) access any Products in order to build a competitive product or service; or (k) interfere with, disrupt, alter, translate or modify the Products. The Products have not been designed or approved for use in on-line control of aircraft, air traffic or aircraft navigation, or aircraft communications; or in the design, construction, operation or maintenance of any nuclear facility. Customer will not use the Products for any such purposes.

7. SUPPORT SERVICES

7.1. Requesting Support. Support Services are included in the Fees for the Products. Celona shall provide internet based and email assistance to Customer on a 24 hour per day, 7 day per week basis to provide technical support to correct Errors, answer questions pertaining to installation, implementation, capabilities and/or use of the Products and such other support reasonably requested by Customer.

7.1.1. Customer may request Support Service via email (support@celona.io) or through the user interface for the Orchestrator. Unless otherwise specified by Customer, Celona will reasonably determine the priority level of Errors and take the actions described in Section 7.2, below.

7.1.2. Celona shall permit access by Customer to any website(s) providing technical support information to the extent that Celona makes such access available to any of its customers. Such technical support website would generally contain service bulletins, release notes, frequency asked questions (FAQs), etc.

7.2. Severity Levels. Customer may select the severity level of the Error or technical request being reported. Celona will respond to Customer support requests based upon the severity level of the problem.

Severity	Definition	Response Time
Severity Level 1	Product is inoperable or its performance is so severely reduced that Product cannot be utilized. No workaround is available.	Celona responds in less than 1 hour and immediate escalation to Engineering if not resolved in 6 hours.
Severity Level 2	There is significant Product performance degradation, but a	Celona responds in less than 4 hours and escalation to

	workaround is available.	Engineering if not resolved within 8 hours.
Severity Level 3	There is an issue or defect causing minimal business impact.	Celona responds in less than 8 hours and escalation to Engineering if not resolved within 5 days
Severity Level 4	Request for information; administrative requests	Celona responds in 24 hours or less.

7.3 Software Updates and Releases. The Support Services includes those updates and new releases to the Software that Celona makes generally available to its other customers for no additional fees. Celona will provide release notes for Software updates and new releases and will coordinate with Customer to deploy such updates or new releases on Access Points and Celona Edge Software. In the event of a security vulnerability requiring immediate action, Celona reserves the right to distribute Software patches to Access Points and Edge Software.

8. DATA AND SERVICES

8.1. Data. The Products enable Customer to Process information and data about: (a) the Access Points and their configuration, use and performance; (b) devices that connect to the Access Points; and, if applicable, (c) configuration, use and performance the private cellular network enabled by the Products. This information and data may include, but is not limited to, a) IP address, IMSI, ICCID, and MSISDNs associated with client devices that connect to Access Points (collectively, "Device Data"), and b) metadata and performance metrics from client devices, Access Points, and Celona Edge Software clusters ("Metadata").

8.2. Data Processing: Celona Processes Device Data and Metadata in order to:

- 8.2.1. provide the Products, including the Orchestrator and Orchestrator Additional Services to Customer and to allow Customer to monitor the use and performance of the Access Points, Celona Edge, and exercise control over the traffic on Customer's network;
- 8.2.2. provide support, diagnostics and maintenance services for the Products;
- 8.2.3. provide analytics, including, if available, comparisons and benchmarks across devices on an aggregated basis;
- 8.2.4. perform research, development, analysis, product testing and quality assurance on an aggregated basis;
- 8.2.5. protect Celona's rights or to enforce the terms of this Agreement; and
- 8.2.6. comply with lawful requests from Customer, End Users, law enforcement, national security agencies or other government regulatory authorities;

8.3. Customer Consent. By using the Products, Customer authorizes and licenses the Processing of Device Data and Metadata pursuant to this Agreement by Celona and subprocessors (which include Celona's third-party cloud hosting providers), including any such data collected by Celona under any prior agreements with Customer.

8.4. End User Consents. Customer acknowledges and agrees that it is Customer's sole responsibility to provide notice to, and obtain all necessary consents from, End Users regarding the Processing of data in accordance with this Agreement and for any additional

Processing done by Customer or on Customer's behalf. Customer represents and warrants that Customer will comply with all applicable privacy and data protection laws and regulations regarding such data Processing.

8.5. End User Requests and Disclosure. To the extent reasonably possible, Celona shall notify the Customer of any End User data subject requests, complaints and inquiries (e.g., regarding the rectification, deletion and blocking of or the access to personal data, or any other rights data subject may have under applicable law) and shall provide assistance to the Customer to respond to such requests, complaints or inquiries in a timely manner. Taking into account the nature of the Processing, Celona shall assist the Customer by appropriate technical and organizational measures, insofar as reasonably possible, for the fulfilment of the Customer's obligations to respond to requests for exercising the End User data subject's rights under applicable law. Celona generally will not independently respond to such End User complaints, requests and orders without the Customer's prior approval, except where required by applicable law or where the End User is associated with more than one customer of Celona.

8.6. Data Export by Customer. Customer is solely responsible for any export or transfer of any Device Data or any Metadata to any other Customer systems, devices, or software or to third parties or other platforms external to the Products and for any related Processing.

8.7. Data Security. Celona shall maintain reasonable security measures, controls, procedures and written policies designed to: (1) protect Device Data and Metadata from unauthorized use, alteration, or disclosure; (2) protect the confidentiality and integrity of Device Data and Metadata; (3) prevent unauthorized access and unauthorized use of the Orchestrator; and (4) protect the Software and Access Points from viruses, malware or malicious code. Such protection and prevention measures include the following:

8.7.1. reasonable restrictions regarding physical access to Celona's servers and cloud infrastructure and regarding electronic access to Device Data and the Orchestrator, including through secure user authentication protocols, secure access control methods, and firewall protection.

8.7.2. Encryption of Device Data and Metadata during transit between the Celona AP, Celona Edge, and the Orchestrator and encryption at rest.

8.7.3. use of a cloud hosting provider (as a sub-processor) that is SSAE 16, ISO 27001 and Type2 SOC2 certified (or equivalent), such as Amazon Web Services (AWS);

8.7.4. use of assessment and monitoring tools;

8.7.5. periodic security review of Celona's cloud environment. (Upon written request of Customer, Celona will supply to Customer a report on the results of the last such periodic review.)

9. WARRANTY

9.1. Product Warranty. Subject to the conditions set forth in Section 9.5, Celona warrants for the duration of the Warranty Period (defined below) that the Products:

9.1.1. will substantially conform to Celona's published specifications and Documentation;

9.1.2. will be free of defects in design, materials, workmanship, and performance under the standard operating conditions set forth in the Documentation;

9.1.3.in respect of Software and Orchestrator, do not contain:

- 9.1.3.1. viruses or any other code harmful code designed to disrupt, disable, erase or permit unauthorized access to Customer's systems or data;
- 9.1.3.2. any time-sensitive code or other disabling devices or key lock that has the potential or capability of causing any unplanned interruption of the operations of the Software and/or Cloud Service, except as required by applicable regulations or by the SAS administrator (see Section 9.8); and

9.1.4.in respect of hardware Products:

- 9.1.4.1. are new and unused and do not contain used or repaired parts (unless otherwise expressly agreed by Customer); and
- 9.1.4.2. are free from any hazardous substance (i.e. any material, emissions, discharges, substance, chemical, element, compound, mixture, pollutant, contaminant or toxic or hazardous material, substance or waste that is designated, defined, listed, classified or regulated by any applicable law);

9.1.5.In respect of Celona Orchestrator and Orchestrator Additional Services, Celona warrants that it will provide Orchestrator with the degree of skill and care reasonably expected from a skilled and experienced supplier of services substantially similar to the nature and complexity of the Orchestrator Services (and Orchestrator Additional Services, if applicable).

which shall be collectively referred to as the "Product Warranties".

9.1.6.Where the Software or Orchestrator service uses or incorporates Open Source Software, Celona warrants that it:

- 9.1.6.1. has the right, under all applicable Open Source licenses, to grant Customer the contemplated use rights for the Products (including any Open Source Software contained therein) without any further license requirements; and
- 9.1.6.2. has not used the Open Source Software in such a way that would obligate Customer under the terms of such open source licenses to distribute or make available to any third party the source code of any Customer software or data owned, developed or licensed by or for Customer.

9.2. Product Warranty Period

9.2.1.The Product Warranties set out in Section 9.1 above commence upon shipment of the hardware and delivery of the Software and Orchestrator (as applicable and referred to as the "Start Date") and continue in effect as set forth in the table below ("Warranty Period").

Covered Products	Warranty Period
Celona Access Points, Software and Orchestrator.	Start Date until expiration of the Service Term, and automatically extended for as long as the Customer maintains a subscription for the Products, subject to Celona announcing end of life of any Product (upon at least 6 months prior notice)
Edge Server hardware	Three years from the Start Date.

9.3. Hardware Warranty Remedies.

- 9.3.1. For any hardware Product that fails to conform with the warranty set forth in Section 9.1, Celona will either repair or replace the defective Product. In the event Celona is unable to replace any defective hardware Product with a Product that performs in accordance with this warranty, Customer has the right during the applicable warranty period (a) for access Points, to return the defective Access Points, cancel the subscription and receive a refund for the remaining, unused period of the applicable Service Term; and (b) for other hardware Products (e.g., Edge hardware or external antenna), return the defective hardware Product and receive a refund for the price paid by Customer.
- 9.3.2. Upon receipt of written notification from Customer of a defective or non-conforming hardware Product, Celona will confirm by remote diagnostics that such hardware Product requires replacement. If Celona determines that the hardware Product requires replacement, Celona will issue a Return Materials Authorization (RMA) form to Customer with instructions on how to return the hardware Product to Celona. Celona will promptly replace the hardware Product with the equivalent or substantially similar make and model. Celona will ship replacement hardware Products, at Celona's cost, to Customer. After the applicable warranty period, replacement units may be new or refurbished in Celona's sole discretion.
- 9.3.3. Customer must ship the defective hardware Product for which an RMA has been issued to Celona within thirty (30) days of the date of the RMA. Products must be returned to an authorized Celona service facility in the original packaging or packaging adequate for shipping. Customer will pay the shipping and transportation charges for the return of the defective hardware Product to Celona except with respect to an Access Point that is delivered inoperable, damaged, and non-functioning and reported to Celona within 30 days of delivery, in which case, Celona will send an advance replacement (at Celona's costs) and pay for return shipment of the defective or damaged Access Point.
- 9.3.4. Any hardware Product returned to Celona pursuant to a valid RMA shall be subject to review and inspection by Celona upon receipt of such returned Products. If Celona determines that the defect is not covered by the warranty, Celona will invoice Customer for the costs of shipping the replacement unit.
- 9.3.5. This Section 9.3 sets forth Customer's sole right and remedy, and Celona's entire liability, for breach of the foregoing warranty.

9.4. Orchestrator Warranty Remedy. Customer's sole and exclusive remedies and Celona's entire liability for breach of the warranty under Section 9.1 will be:

- 9.4.1. the reperformance of the deficient Orchestrator service or Orchestrator Additional Services, as applicable, and
- 9.4.2. if Celona fails to re-perform in a timely manner, Customer may terminate its subscription for the affected Orchestrator service or Orchestrator Additional Service and accept a pro-rata refund of the subscription fees for any unused period of the cancelled Service Term. Any termination must occur within three months of Celona's failure to re-perform.

9.5. Hardware Warranty Conditions. This warranty is conditioned upon proper use of the hardware Products, and (i) does not cover minor scratches to plastic surfaces and other

externally exposed components, and (ii) will not cover: (a) defects or damage resulting from accident, unusual physical, electrical or electromechanical stress, modification of the hardware Products or any part thereof; (b) defects or damage from unauthorized or improper testing, operation, maintenance, installation, servicing or adjustment of the Access Points. Opening the Access Point enclosure or modification to the Access Point will void the warranty.

9.6. Post Warranty Support for Edge Hardware. For as long as Customer maintains a subscription to the Products, Celona will respond to requests for technical support for Edge hardware Products, and make available updates and bug fixes to the Firmware for the Edge hardware that the manufacture of such hardware products makes available to Celona (subject to the Edge hardware reaching its end of life).

9.7. Disclaimer. EXCEPT TO THE EXTENT EXPRESSLY PROVIDED IN SECTION 9.1, CELONA EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, AND STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR OR SPECIFIC PURPOSE, ACCURACY, AND QUIET ENJOYMENT.

9.8. Service Limitations. The use of the Access Points is subject to FCC regulation (See FCC Title 47, Chapter 1, Subchapter D, Part 96 – “CBRS Regulations”). End User acknowledges that the Access Points’ operation in the 3550-3700 MHz band (aka CBRS band) is subject to current and future international agreements with Mexico and Canada. Notwithstanding anything to the contrary in this Agreement, Customer, as a General Authorized Access User, has no expectation of interference protection from other General Authorized Access Users as defined by the CBRS Regulations. Customer further acknowledges that there may be interference from Priority Access Licensees and Incumbent Users. Access Points and external antennas (if any) must be installed and maintained in accordance the FCC regulations and in accordance with additional rules required by the Spectrum Access System (SAS) Administrator. Customer acknowledges that under certain conditions, the Spectrum Access System Administrator may suspend operation of Access Point.

10. INDEMNIFICATION

10.1. Indemnity from Celona. Celona will defend any suit brought against Customer to the extent it is based on a third-party claim that the Products sold to Customer infringes any U.S. patent or copyright, and will pay all damages and costs that a court finally awards against Customer as a result of such claim, provided that Customer gives Celona (i) prompt written notice of such suit within 30 days of the receipt of same, and furnishes Celona with a copy of all communications, relating to the claim; (ii) at the time notice of such claim is delivered to Celona, sole control over the defense and settlement of the claim and (iii) all reasonable information and assistance in the defense effort. In no event shall Celona be liable to indemnify Customer for any settlement entered into without Celona's prior written consent.

10.1.1. Should a Product become, or in Celona’s opinion, be likely to become, the subject of a claim of infringement of a U.S. patent or copyright, Celona may, at its option, either: (A) procure for Customer the right to continue using the Product, or (B) replace or modify the Product to make it non-infringing. If neither of the foregoing alternatives is commercially available to Celona, then Celona will grant Customer a refund for (a) the purchase price paid by Customer of the relevant hardware Product depreciated on a

five-year straight-line basis and accept return of the relevant Hardware; and (b) for the subscription fees for the remaining, unused period of the then current Service Term.

10.1.2. Notwithstanding the foregoing, Celona shall have no liability for, and Customer shall indemnify Celona against, any claim to the extent it is based upon or arising out of, in whole or in part, (I) alteration or modification of the Product which was not approved by Celona, (II) combination, operation or use of the Product with any hardware, software or other device not furnished by Celona if such claim would not have arisen had such combination, operation or use not occurred and (III) any product or service not provided by Celona; (IV) Celona's compliance with Customer's specifications, designs or instructions; (V) Customer's failure to promptly implement an update or modification to the Product (e.g., install a Firmware release) provided by Celona; (VI) use of the Product in a manner other than which it was designed or in a manner other than as specified by Celona.

10.2. THIS INFRINGEMENT INDEMNITY SET FORTH IN THIS SECTION STATES CELONA'S ENTIRE LIABILITY AND OBLIGATION, AND CUSTOMER'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT OF A THIRD PARTY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS.

11. LIMITATION OF LIABILITY

11.1. CELONA'S LIABILITY ARISING OUT OF THIS AGREEMENT AND/OR SALE OF THE PRODUCTS SHALL BE LIMITED TO THE GREATER OF \$100,000 OR THE AMOUNTS PAYABLE UNDER THE AGREEMENT BY THE CUSTOMER FOR THE PRODUCTS UP TO A MAXIMUM OF \$1,000,000. IN NO EVENT SHALL CELONA HAVE ANY LIABILITY FOR ANY LOST PROFITS, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM THE USE OF SYSTEMS PURCHASED HEREUNDER, OR THE FAILURE OF THE SYSTEMS TO PERFORM, OR FOR ANY OTHER REASON. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. CELONA WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY MISTAKE OR FAILURE OF THE CBRS SPECTRUM ACCESS SYSTEM ADMINISTRATOR OR FOR INTERRUPTION IN THE OPERATION OF THE PRODUCTS CAUSED BY THE SPECTRUM ACCESS SYSTEMS ADMINISTRATOR.

12. TERM AND TERMINATION

12.1. Term. This Agreement shall commence upon the earlier of a) Customer's use of the Products, or b) the date Celona accepts Customer's initial Purchase Order in writing. Each Service Term will begin upon the last to occur of either i) shipment of all hardware Products ordered by Customer, and delivery by email of the activation codes to the Orchestrator (which in most cases will be simultaneous), or ii) the invoice date. The Service Term includes any renewals ordered by Customer. This Agreement will terminate on the expiration or cancellation of all Service Terms.

12.2. Termination. Either Party may terminate this Agreement for cause upon thirty (30) days' written notice to the other Party for a material breach of this Agreement if such breach

remains uncured at the expiration of such period. Celona may suspend Customer's use of the Orchestrator at any time if Celona reasonably believes that Customer has breached the terms of Section 3.2; and if such breach remains uncured for 10 days following receipt of notice from Celona, then Celona may terminate this Agreement immediately. If Customer terminates this Agreement for cause, Customer will receive a refund of any prepaid fees equal to the prorated Orchestrator fees for the remainder of the Service Term.

12.3. Survival. Upon any termination of this Agreement, Sections 11 and 13 will survive any termination of this Agreement.

13. CONFIDENTIALITY

13.1. Disclosure of Information. The parties acknowledge that they may receive from each other and have access to certain confidential information of the other Party ("Confidential Information"), including confidential information about the business plans, customers, personnel, financial data, technology or products of the other party. Information shall be considered Confidential Information if it is labeled as confidential or proprietary or, if supplied as an oral disclosure, is stated at the time of disclosure to be confidential or proprietary. The parties agree that Software and Documentation shall be deemed Celona's Confidential Information under this Agreement. The parties agree not to use the other's Confidential Information for any purpose except as contemplated by this Agreement. The use and access to Confidential Information shall be limited by the parties to their employees who need to know such Confidential Information for the purpose of carrying out the parties' respective obligations under the Agreement and the parties shall similarly bind these employees to abide by the terms of this Section 13 in writing. Confidential Information may include confidential, proprietary and/or trade secret information that is owned by third parties, which have granted sufficient rights to the parties to permit the parties to provide Confidential Information to each other hereunder. Customer shall not remove any proprietary, copyright, mask work, trade secret or other legend from any System or Confidential Information. The Parties shall, upon the termination of this Agreement, certify the destruction of or return to the other party all tangible manifestations of Confidential Information received from such parties pursuant to this Agreement (and all copies and reproductions thereof).

13.2. Exclusions. The restrictions contained in this Section 13 a) shall not apply to Confidential Information to the extent such information (i) is known to the recipient at the time of disclosure; or (ii) is independently developed by the recipient provided the recipient can show that such development was accomplished by or on behalf of the recipient without the use or any reference to Confidential Information or breach of this Agreement; or (iii) becomes known to the recipient from any source without confidentiality restriction on subsequent disclosure or use; or (iv) is or becomes part of the public domain through no wrongful act of the recipient. A party shall also have the right to disclose Confidential Information pursuant to any binding judicial or governmental requirement or order; provided that it takes reasonable steps to give the other party sufficient prior notice in order to contest such order or seek protective measures.

13.3. Injunctive Relief. In the event of a threatened or actual breach of this Section 13, the non-breaching Party shall be entitled to seek immediate injunctive or other equitable relief, in addition to, and not in lieu of, any other remedies such Party may be entitled to.

13.4. Statement of Product Direction. Celona may disclose information related to development plans for future products, new features or enhancements ("Product Roadmap"). Product Roadmap information is subject to change at any time, without notice. Celona provides no assurances, and assumes no responsibility, that future products, features or enhancements will be introduced. Company acknowledges that: a) its purchasing decisions are not being made based upon reliance of timeframes or specifics outlined in any Product Roadmap discussed with Celona, and b) purchasing decisions would not be affected if Celona delays or never introduces the future products, features or enhancements referenced in a Product Roadmap.

14. OTHER TERMS

14.1. Compliance with Laws; Export Requirements. Customer shall comply with all applicable laws and regulations. Customer acknowledges and agrees that it and Celona are subject to regulation by agencies of the United States Government, including the U.S. Department of Commerce and Defense, which prohibits export or diversion of the Systems to certain countries. Regardless of any disclosure made by Customer to Celona of an ultimate destination of the Systems, Customer warrants that Customer will not export, either directly or indirectly, any Systems without first obtaining any and all necessary approvals from the U.S. Department of Commerce or any other agency or department of the United States Government is required.

14.2. Celona Ownership and Trademarks. Customer acknowledges and agrees that Celona retains all of its right, title, and interest in and to the worldwide intellectual property rights in the Products. All rights not expressly granted to Customer in this Agreement are expressly reserved by Celona. Neither Party will use the other Party's name or trademarks without written consent.

14.3. Federal Government End User Provisions. The Software and Orchestrator SaaS herein constitute "commercial items" and include "commercial computer software" and "commercial computer software documentation." Pursuant to Federal Acquisition Regulations 12.211 and 12.212 or Defense Federal Acquisition Regulation Supplement 227.7102-1 and 227.7202-3, as applicable, and Department of Defense transactions DFAR 252.227-7015, as applicable, the U.S. Government shall have only the license rights in technical data, computer software, and computer software documentation specified in this Agreement, and no authorized reseller may agree to grant End User any rights in Celona's technical data inconsistent with this Agreement. Any provisions within this Agreement that are inconsistent with federal procurement regulations are not enforceable against the U.S. Government. If a government agency has a need for rights not conveyed under these terms, it must negotiate with Celona to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

14.4. Disposition of Access Points. Customer may (directly or indirectly) sell, transfer, or otherwise convey title to its Access Points only with the prior written consent of Celona and in connection with a merger, acquisition of all or substantially all of Customer's business, corporate reorganization, or change in control. Otherwise, any resale, transfer or assignment of the Access Points will void the access rights to the Orchestrator. Customer may not transfer or assign the Software, including the Software License, separately from the Products with which

the Software was provided.

- 14.5. Entire Agreement.** The terms and conditions contained in this Agreement, Celona's quotation and order acknowledgement, constitute the entire agreement between the parties and supersede all previous and/or contemporaneous agreements and understandings, whether oral or written, between the parties hereto with respect to the subject matter of this Agreement, including but not limited to any preprinted terms on purchase orders, invoices, advertising and sales literature.
- 14.6. Governing Law.** This Agreement shall be interpreted and governed by the laws of the State of California without reference to its conflict of laws principles. The provisions of the United Nations Convention on the International Sale of Goods shall not apply to this Agreement. For any disputes arising out of this Agreement, the parties consent to the personal and exclusive jurisdiction of, and venue in, the state and federal courts within Santa Clara County, California.
- 14.7. Force Majeure.** Except for Customer's payment obligations, neither Party will be responsible for any failure to perform due to causes beyond its reasonable control.
- 14.8. Assignment.** Customer may not assign or delegate or otherwise transfer its licenses, rights or duties under this Agreement except with prior written consent of Celona. Any prohibited assignment will be void. Celona may assign this Agreement in its entirety (including all Order Forms), without the Customer's consent to an affiliate. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties thereto and successors and assigns.
- 14.9. Notices.** All notices ("Notices") shall be in writing and delivered by personal delivery, by certified or registered mail, return receipt requested or by a recognized overnight delivery service. Any such Notices shall be considered given upon receipt, as confirmed by the delivery confirmation record. All Notices shall be sent to the respective address as may be specified by either Party to the other in writing.
- 14.10. Prevailing Party.** In any suit or proceeding relating to this Agreement the prevailing party will have the right to recover from the other its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal.
- 14.11. Amendment; Waiver.** Neither modification to this Agreement, nor any waiver of any rights shall be effective unless assented to in writing by the Party to be charged and the waiver of any other right hereunder or any subsequent breach or default.
- 14.12. Severability.** If any portion of this Agreement is held invalid, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement, and the parties shall seek in good faith to agree to substitute for the invalid provision a valid provision that most closely approximates the economic effect and intent of the invalid provision.
- 14.13. Counterparts.** This Agreement may be signed in counterparts each of which shall be deemed an original and together shall constitute one and the same agreement.

[End of Terms and Conditions]