Master Services Agreement and Terms & Conditions

Last Updated – October 9, 2026

StarEDGE, Inc. ("StarEDGE")

This agreement (this "Agreement") is entered into as of the effective date which shall be the earlier of (i) the date both Parties execute this Agreement, or (ii) the date on which Services commence (the "Effective Date"). StarEDGE and Customer, as referenced in the applicable Activation Order, may each be a "Party" and together the "Parties."

For purposes of this Agreement, "Agreement" includes the Regulatory and Compliance Requirements, Background, all Exhibits, and each Activation Order, as amended from time to time. "Affiliate" means an entity that directly or indirectly controls, is controlled by, or is under common control with a Party; "Control" means ownership of more than fifty percent (50%) of the voting interests or the power to direct management or policies.

Regulatory and Compliance Requirements

The execution and continued performance of this Agreement are subject to the standard regulatory and compliance requirements of StarEDGE, Inc. and its Affiliates, including completion of a risk-based screening process where relevant. Customer agrees to promptly provide any information reasonably requested to facilitate such screening. These requirements apply to Customer and its Affiliates, subsidiaries, owners, directors, officers, and related parties, as applicable. StarEDGE reserves the right to immediately suspend or terminate this Agreement or any affected Activation Order if the screening process identifies material legal, regulatory, sanctions, export-control, compliance or reputational concerns, or if requested information is not provided.

BACKGROUND

StarEDGE provides satellite, wireless and other data connectivity solutions designed to provide access to broadband, IoT (Internet of Things) and/or narrowband connectivity to customer sites, facilities, vehicles, power plants, vessels and other locations suitable to receive such services (the "Facilities"). Customer desires to purchase data connectivity solutions from StarEDGE on the terms and conditions set out in this Agreement, at its Facilities designated in an Activation Order (each a "Covered Facility").

Accordingly, the Parties have agreed as follows:

1. Services and Equipment; Pricing; Activation Orders

1.1 Services and Equipment.

The "Services" may include: (a) satellite connectivity services using low Earth orbit (LEO), medium Earth orbit (MEO), geostationary orbit (GEO), or other satellite networks (collectively,

"Satellite Services"); (b) wireless and terrestrial connectivity services, including 4G/LTE, 5G, Wi-Fi and near-shore wireless services ("Wireless Services"); (c) managed multi-network and SD-WAN services, including StarEDGE and StarEDGE Horizon; and (d) other managed network, cloud, communications and technology services identified in an Activation Order, including Global WAN and private cloud connectivity, teleport and data hosting, colocation, VoIP, captive portal/Wi-Fi management, cybersecurity, monitoring, support and related professional or technical services (collectively, "Managed and Ancillary Services"). The "Equipment" may include terminals, antennas, routers, modems, SIM/eSIMs, networking, security, voice, Wi-Fi, mounting, power and other equipment or software required or used to receive the Services. Exhibit A applies to Satellite Services and Satellite Equipment; Exhibit B applies to Wireless Services and Wireless Equipment; Exhibit C applies to StarEDGE-Provided Equipment and Evaluation/POC Services. Managed and Ancillary Services are governed by this Agreement and any service-specific terms expressly identified in the applicable Activation Order.

The additional terms and conditions for the provision of StarEDGE-Provided Equipment and for the provision of Evaluation and POC Services are set forth in Exhibit C. In the event of any conflict or inconsistency between the main body of this Agreement, an Exhibit, or an Activation Order, the order of precedence is: (1) the main body of this Agreement; (2) the applicable Exhibit; and (3) the applicable Activation Order. Notwithstanding the foregoing, if an Exhibit or Activation Order expressly states that a particular provision will prevail over the main body, that provision will take precedence to the extent of the express statement.

1.2 Pricing and Fees, Quotes.

The prices for purchased Equipment ("Equipment Prices"), monthly fees for Satellite Data Plans and/or Wireless Data Plans (collectively, "Data Plans") (the "Data Fees"), and all other fees and charges for Equipment and Services, including activation, overage, shipping, installation and technical-service charges (collectively, the "Prices"), are as set forth in StarEDGE's standard retail price lists provided to Customer and as updated from time to time (the "Price List"), unless otherwise agreed in a valid StarEDGE-approved quotation (the "Quote"). A revised Price List will not change Prices applicable to an already accepted Activation Order during its initial service term but may apply to a renewal term unless otherwise agreed in the applicable Quote or Activation Order.

1.3 Activation Orders; Additional Services and Support.

During the Term, StarEDGE will provide the Services and Equipment ordered by Customer from time to time in one or more activation orders (each, an "Activation Order"). Each Activation Order shall be in StarEDGE's supplied form, reference this Agreement, and become binding only upon StarEDGE's written acknowledgement and acceptance, including by countersignature or email. StarEDGE may reject an Activation Order in its discretion. An Activation Order may identify Covered Facilities, Services, Equipment, Data Plans, term, Prices, shipping, service type, network or third-party provider, orbit or access technology, coverage area, service level or performance commitment (if any), data allowance, bandwidth profile, installation, cloud or network interconnection, usage restrictions, applicable Third-Party Terms, and other service-specific commercial or operational requirements. No product description, website statement or

marketing material modifies this Agreement or creates a service level, warranty or performance commitment unless expressly incorporated into the applicable Activation Order.

Customer may contact StarEDGE regarding activation, technical support, service issues, Equipment support and operational matters at support@staredge.com, or at such other support contact information as StarEDGE may provide from time to time. Communications to Customer Support do not constitute formal notice under the Notice section of this Agreement.

1.4 Shipping.

Unless otherwise expressly stated in an Activation Order, Customer is responsible for all freight, shipping, handling, insurance, customs clearance, brokerage, import/export charges, storage, demurrage and similar delivery-related costs. Customer may choose either: (1) StarEDGE-arranged shipping through a carrier selected by StarEDGE, with applicable costs charged to Customer; or (2) Ex Works (EXW) (Incoterms 2020) at StarEDGE's designated facility, with Customer arranging shipment at its cost, subject to any applicable processing fee. Risk of loss transfers to Customer when StarEDGE delivers Equipment to the carrier; title to purchased Equipment passes only upon StarEDGE's receipt of full payment. Customer bears return shipping costs and risk of loss for StarEDGE-Provided Equipment until actually received by StarEDGE.

1.5 Equipment-inclusive Packages.

If Customer selects an Equipment-inclusive package following any required credit approval, title to and ownership of the applicable Equipment ("StarEDGE-Provided Equipment") remains at all times with StarEDGE. StarEDGE may require a security deposit. Exhibit C applies to StarEDGE-Provided Equipment.

1.6 Affiliates; Contracting and Performing Entities.

StarEDGE may use one or more Affiliates to market, quote, sell, provision, install, operate, support, maintain, invoice, collect payment for, or otherwise perform or support the Services and Equipment. If an Activation Order expressly identifies a StarEDGE Affiliate as the "Contracting Affiliate," that Affiliate will be deemed "StarEDGE" solely for that Activation Order and will have the rights and obligations arising under it. Unless expressly agreed otherwise, StarEDGE, Inc. and every other non-contracting Affiliate will have no liability for the Contracting Affiliate's obligations. A StarEDGE Affiliate involved in performance is an intended third-party beneficiary of the protections, disclaimers, limitations, indemnities, confidentiality, IP, compliance rights, defenses and exclusions in this Agreement.

2. Term; Termination; Survival

2.1 Term.

This Agreement begins on the Effective Date and remains in effect through the period stated in the applicable Activation Order (the "Initial Term"). Unless either Party gives at least three (3) months' prior written notice of non-renewal, the Agreement automatically renews for successive

one (1) year periods (each, a "Subsequent Term"). Expiration or termination of the master Agreement will not terminate an Activation Order then in effect; the Agreement remains effective solely to govern that Activation Order until its expiration or termination.

2.2 Termination.

Either Party may terminate this Agreement or an affected Activation Order for the other Party's material breach if the breach is not cured within thirty (30) calendar days after written notice. StarEDGE may suspend Services immediately where reasonably necessary for compliance, security, fraud prevention, nonpayment, or protection of a Third-Party Provider or network, subject to applicable law and any express Activation Order terms. Notwithstanding the above, StarEDGE may terminate this Agreement at any time with thirty (30) days' notice to Customer

2.3 Early Termination Charges.

If Customer terminates for convenience before the end of a committed service term, or StarEDGE terminates for Customer's uncured material breach, Customer shall pay: (a) 100% of the remaining recurring Data Fees and other committed recurring charges through the end of the applicable term; (b) accrued fees, usage and overage charges; (c) non-cancellable or non-refundable third-party charges or commitments incurred for Customer; and (d) applicable deinstallation, retrieval, return shipping, freight, customs, duties, taxes and reasonable wind-down or recovery costs. No early termination charges apply where Customer terminates for StarEDGE's uncured material breach.

2.4 Survival.

Sections 2, 3, 4, 5, 6, 7, 8, 11 and 14, together with provisions that by their nature are intended to survive, survive expiration or termination.

3. Payment Schedule; Currency; Taxes

3.1 Payment Terms.

One-time Equipment, shipping, taxes, duties and similar charges may be invoiced upon shipment or when incurred; deposits or prepayment may be required based on creditworthiness. Recurring Data Fees are invoiced monthly in advance unless otherwise stated in the Activation Order. All invoices are due within thirty (30) calendar days of invoice date. Customer must notify StarEDGE in writing within ten (10) business days after receipt of an invoice of any good-faith dispute, identifying the disputed amount and basis. Undisputed late amounts accrue interest at the lesser of 1.5% per month or the maximum lawful rate, and Customer shall reimburse reasonable collection costs.

3.2 Currency.

All amounts are in U.S. Dollars (USD) unless an Activation Order expressly states another currency.

3.3 Taxes.

Prices are exclusive of sales, use, gross receipts, VAT/GST, excise and similar transaction taxes. Customer is responsible for such taxes and governmental charges, customs, import/export taxes and brokerage fees, other than taxes imposed on StarEDGE's net income. Payments will be made without deduction or withholding unless required by law; where withholding is required, Customer will gross up the payment so StarEDGE receives the amount otherwise due, except for taxes imposed on StarEDGE's net income.

4. Intellectual Property; License; Trademarks

Customer acknowledges that the Equipment, Services and Documentation embody proprietary rights of StarEDGE and/or its third-party vendors, manufacturers, providers or suppliers ("Suppliers"), including patent, copyright, trade secret and similar rights ("Intellectual Property Rights"). StarEDGE grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, fully paid-up license during the Term to use the Equipment, Services and Documentation solely for Customer's internal use in connection with the Services. Customer shall not copy, duplicate, modify, transfer, disassemble, deconstruct, reverse engineer or decompile protected software, Equipment or Service-related data except to the extent such restriction is prohibited by applicable law.

"StarEDGE" and its logos, and other brand or product names used by StarEDGE or its Affiliates in connection with the Services, are trademarks of StarEDGE or the applicable owner. Supplier trademarks remain the property of the applicable Supplier. Customer trademarks remain Customer property. StarEDGE may identify Customer as a customer and use Customer's name and logo for reference, marketing and promotional purposes only with Customer's prior written approval, not to be unreasonably withheld, conditioned or delayed.

5. Disclaimer of Warranties

The Equipment shall be suitable for the purpose for which it is intended under this Agreement, and StarEDGE will perform the Services in a good and workmanlike manner in accordance with prevailing industry standards. Services may be unavailable from time to time for reasons beyond StarEDGE's control, including Customer or third-party equipment failures, blockages, physical outages, failures of terrestrial circuits, satellite or network conditions, and weather. OTHER THAN AS SPECIFICALLY SET FORTH ABOVE AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, StarEDGE MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND DOES NOT WARRANT THAT THE SERVICES OR EQUIPMENT WILL OPERATE UNINTERRUPTED OR ERROR-FREE.

6. Limitation of Liability

EXCEPT FOR LIABILITY ARISING FROM A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD, BREACH OF CONFIDENTIALITY, OR INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY FOR A GIVEN CLAIM EXCEED THE TOTAL FEES PAID BY CUSTOMER TO StarEDGE IN THE ONE (1) MONTH PRECEDING THE EVENT GIVING RISE TO THAT CLAIM. IN NO EVENT SHALL

EITHER PARTY BE LIABLE FOR INDIRECT DAMAGES, INCLUDING LOSS OF REVENUE, PROFITS, DATA, CONTRACT, BUSINESS OR GOODWILL.

7. Indemnification

Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party, its Affiliates, and their respective officers, directors, employees and agents from third-party claims arising directly from: (i) the Indemnifying Party's breach of this Agreement; or (ii) the negligent or wrongful acts or omissions of the Indemnifying Party in connection with performance of this Agreement. A StarEDGE Affiliate that is not the contracting party does not become an Indemnifying Party solely by performing or supporting Services. The Indemnified Party shall promptly notify the Indemnifying Party and reasonably cooperate in the defense. To the extent permitted by applicable law, the Indemnifying Party controls the defense and settlement, provided no settlement admitting liability on behalf of an Indemnified Party may be entered without its prior written consent.

8. Confidentiality

Each Party shall protect the other Party's confidential and proprietary information using at least the same standard of care it uses for its own confidential information. The specific terms of this Agreement are confidential, except that either Party may disclose them on a confidential basis to auditors, accountants, attorneys, consultants, investors, lenders, potential financing sources and insurance agents. These obligations survive for at least five (5) years following termination; trade-secret protections survive for at least ten (10) years from disclosure or for such longer period as required by applicable law.

9. Exclusivity

Customer agrees to procure the Services described in an Activation Order exclusively from StarEDGE solely for the Covered Facilities and territories expressly identified in that Activation Order, provided StarEDGE meets the applicable service performance obligations. If StarEDGE fails to meet those obligations and does not remedy the failure within thirty (30) calendar days after written notice, Customer may procure alternative services of the same type for the affected Covered Facility and territory without breach.

10. Insurance

StarEDGE shall maintain, at its own expense, insurance coverage customary for companies providing services similar to the Services, including appropriate employer's liability and commercial general liability insurance covering its personnel and subcontractors while performing work at a Covered Facility, with reputable insurers and in commercially reasonable amounts.

11. Sale or Decommissioning of Covered Facility

If Customer decommissions or sells a Covered Facility to an unrelated third party during the Term, Customer shall use reasonable efforts to assist StarEDGE in transferring the applicable

Activation Order to the new owner, including providing information needed to assess creditworthiness. If the new owner declines to assume Customer's obligations, the affected Activation Order will be deemed terminated by Customer and the Early Termination Charges in Section 2.3 will apply. If StarEDGE elects not to provide Services to the new owner for compliance, credit, regulatory or operational reasons, StarEDGE may terminate the affected Activation Order; in that circumstance Customer remains responsible for accrued amounts and any non-cancellable or non-refundable third-party commitments attributable to the affected Services, but the remaining recurring charges under Section 2.3(a) will not apply unless otherwise stated in the Activation Order.

12. Force Majeure Events

Neither Party shall be in breach or liable for delay or non-performance caused by circumstances beyond its reasonable control, including natural disasters, fire, explosion, accident, flood, labour disputes or stoppages, civil disorder, sun outage, atmospheric or extraordinary weather conditions, governmental acts, satellite or terrestrial network interference or failure, acts of God, or similar causes. The affected Party shall promptly notify the other Party, use reasonable efforts to mitigate, and resume performance when reasonably practicable. If the delay continues for more than sixty (60) calendar days, either Party may terminate the affected Services by thirty (30) calendar days' written notice.

13. Government Regulations

The Parties' obligations are subject to applicable federal, state, local and foreign laws, rules, regulations, licenses, authorizations, sanctions and export-control requirements. Customer shall keep StarEDGE reasonably informed of jurisdictions and territories in which Covered Facilities operate or will operate, including vessel flag state where applicable. StarEDGE may suspend, restrict or modify Services as reasonably necessary to comply with law, regulatory authorization, sanctions, export controls or Third-Party Provider requirements. Customer is responsible for local licenses, permits, authorizations and approvals required for possession, installation, importation, exportation or use, except those expressly allocated to StarEDGE in an Activation Order. Neither Party shall engage in bribery, kickbacks or conduct violating applicable anti-corruption, sanctions, anti-boycott or export-control laws.

14. Miscellaneous

14.1 Severability.

If a provision is held invalid or unenforceable, it will be severed and the remaining provisions remain in effect; the Parties will negotiate in good faith a valid replacement that most closely reflects the original intent.

14.2 Applicable Law and Forum; Dispute Resolution; Attorneys' Fees.

This Agreement is governed by Florida law, without regard to conflict-of-laws principles. The Parties will first attempt in good faith for at least thirty (30) calendar days to resolve disputes. Unresolved disputes will be finally settled by binding arbitration in Fort Lauderdale, Florida

before one arbitrator under the JAMS Comprehensive Arbitration Rules and Procedures. Judgment may be entered in any court with jurisdiction. Either Party may seek interim equitable relief to protect confidential information or intellectual property or to compel arbitration. The substantially prevailing Party in a proceeding to enforce or interpret this Agreement may recover reasonable attorneys' fees and costs, subject to the limitations of liability in this Agreement.

14.3 Authority.

Each Party represents that it is duly organized and the person signing has authority to bind it.

14.4 Assignment.

Customer may not assign this Agreement without StarEDGE's prior written consent. StarEDGE may assign or transfer this Agreement, in whole or in part, to an Affiliate without Customer consent and will be released from assigned obligations to the extent of the transfer.

14.5 Subcontractors and Affiliates.

Subject to Section 1.6, StarEDGE may use subcontractors and Affiliates to perform its responsibilities. Except for a Contracting Affiliate identified under Section 1.6, StarEDGE remains responsible for their performance to the same extent as if performed by StarEDGE, subject to this Agreement's limitations and exclusions. Nothing in this Section 14.5 creates liability for a non-contracting Affiliate.

14.6 Third-Party Network and Satellite Services (If Applicable).

From time to time, the Services may use connectivity, equipment, cloud, carrier, satellite, terrestrial, voice, security, hosting or related services supplied by third parties, including LEO, MEO and GEO satellite operators and other network or technology providers (collectively, "Third-Party Providers"). Certain Services may be subject to terms, conditions, acceptable use policies, geographic or mobility restrictions, capacity or traffic-management policies, equipment requirements, account-security requirements, regulatory requirements and other operational or commercial requirements imposed by the applicable Third-Party Provider (collectively, "Third-Party Terms"). Third-Party Terms are incorporated into this Agreement only to the extent identified in an applicable Activation Order or otherwise provided or made available to Customer in connection with the applicable Services.

a. Third-Party Terms.

Customer shall comply with all applicable Third-Party Terms, as such Third-Party Terms may be updated from time to time. If a Third-Party Provider changes its terms, coverage, pricing, capacity, equipment requirements, service characteristics, operational requirements or availability, StarEDGE may make corresponding changes to the affected Services, pricing or operational requirements to the extent reasonably necessary to continue providing the affected Services. StarEDGE will provide reasonable notice of material changes where commercially practicable, subject to the applicable Activation Order and applicable law.

b. Acceptable Use & Compliance.

Customer shall comply with all applicable acceptable use policies, traffic-management requirements, mobility or geographic restrictions, credential and account-security requirements, and other operational requirements imposed by an applicable Third-Party Provider and provided or made available to Customer.

c. Export Control and Regulatory Compliance.

Customer shall not resell, transfer, export, re-export, deploy or use the Services or Equipment in violation of applicable export-control, sanctions, anti-corruption, telecommunications, spectrum, licensing or other laws or applicable Third-Party Terms. Customer is responsible for obtaining authorizations required for its end use, location, vessel, vehicle, aircraft, site or other deployment except to the extent expressly allocated to StarEDGE in an Activation Order.

d. Service Availability and Performance.

Coverage, throughput, latency, committed or maximum information rates, service levels and availability may differ by provider, orbit, geography, beam, gateway, network congestion, weather, regulatory jurisdiction, mobility status, equipment and other conditions. Any SLA, uptime commitment, service credit or other performance commitment applies only if expressly stated in the applicable Activation Order or service-specific schedule. StarEDGE may route, balance or fail over traffic among available satellite, wireless and terrestrial paths as part of a managed multi-network service.

e. Third-Party Changes and Actions.

Except to the extent expressly stated in an Activation Order, StarEDGE is not responsible for a Third-Party Provider's acts or omissions, network outages, coverage changes, congestion, suspension, modification, discontinuation, equipment roadmap changes, regulatory restrictions or other matters outside StarEDGE's reasonable control. StarEDGE may substitute a reasonably comparable provider, network path or technology when necessary to maintain or improve the Services, provided such substitution does not materially reduce the contracted service functionality. If a Third-Party Provider materially changes, suspends or discontinues an affected service and StarEDGE is unable, after commercially reasonable efforts, to provide a reasonably comparable alternative on commercially reasonable terms, StarEDGE may suspend, modify or terminate the affected Services or Activation Order without liability for the Third-Party Provider's action. In such event, Customer remains responsible for charges accrued through the effective date and for any non-cancellable or non-refundable third-party charges or commitments incurred by StarEDGE for Customer; any prepaid recurring fees for Services not provided after the effective date will be credited or refunded, as applicable.

14.7 Relationship of Parties.

No agency, partnership, joint venture or employment relationship is created. Neither Party has authority to bind the other except as expressly authorized in writing.

14.8 Notice.

Formal notices must be in writing and delivered by hand, certified mail, courier or email to designated addresses. Notice is deemed given upon delivery by hand or courier, five (5) calendar days after mailing, or upon confirmation of transmission by email.

14.9 Entire Agreement; Waiver.

This Agreement and its Exhibits and Activation Orders constitute the entire agreement concerning the subject matter and supersede prior discussions. Amendments and waivers must be in writing and signed or electronically accepted by the Parties. Electronic acceptance, including click-to-accept or similar electronic assent, has the same force and effect as a signature. Failure to enforce a right is not a waiver.

14.10 Counterparts.

This Agreement may be executed in counterparts and by electronic signature, each deemed an original and together one instrument.

14.11 Customer Representations.

Customer represents that neither it nor, to its knowledge, persons acting on its behalf in connection with this Agreement are sanctioned or denied parties under applicable governmental lists, owned or controlled by prohibited persons in a manner that would prohibit the transaction, or acting on behalf of such persons. Customer shall comply with U.S. and other applicable export-control and sanctions laws governing Equipment, software, technology and Services and shall reasonably cooperate in obtaining required licenses, authorizations and end-user/end-use information.

EXHIBIT A

Terms and Conditions of Satellite Services and Equipment

1. Satellite Services.

"Satellite Services" means managed satellite connectivity provided using one or more third-party or StarEDGE-managed satellite networks, including LEO, MEO, GEO or hybrid/multi-orbit architectures, as identified in an Activation Order. Satellite Services may include fixed, land-mobile, maritime, aviation (where expressly authorized), portable or other mobility use cases, subject to applicable coverage, regulatory approvals and Third-Party Terms. Data plans may be usage-based, pooled, capped, unlimited, committed-bandwidth, best-efforts, CIR/MIR or other service tiers as stated in the Activation Order. Throughput, latency, availability and service levels vary by provider, orbit, geography, network conditions and service tier. No minimum throughput, uptime or other performance commitment applies unless expressly stated in the applicable Activation Order or service-specific schedule.

2. Satellite Equipment.

"Satellite Equipment" includes terminals, antennas, modems, routers, power supplies, cabling, mounting hardware, interface devices, gateway appliances, network or security appliances,

SIM/eSIM where applicable, and embedded or associated software furnished or approved for use with the Satellite Services. Specifications and required components may vary by provider, orbit, service tier, geography and use case. StarEDGE may require commercially reasonable firmware, software, hardware or component updates, replacements or reconfigurations required by a Third-Party Provider, security requirement, regulatory requirement or network evolution.

3. Configuration; Installation.

StarEDGE will use commercially reasonable efforts to configure, provision and ship applicable Satellite Equipment in accordance with lead times stated in the Quote or Activation Order, subject to equipment availability, Third-Party Provider lead times, licensing, customs and other dependencies. Customer is responsible for site readiness, mounting and installation infrastructure, power, cabling, local network integration, environmental conditions, access and customer-provided equipment unless expressly allocated to StarEDGE in the Activation Order. If StarEDGE performs installation or field services, Customer shall provide safe and timely access and reimburse agreed travel and out-of-pocket expenses.

EXHIBIT B

Terms and Conditions of Wireless Services and Equipment

1. Wireless Services.

"Wireless Services" means managed terrestrial or radio-based connectivity identified in an Activation Order, including 4G/LTE, 5G, cellular roaming, physical SIM, eSIM, private or public wireless networks, Wi-Fi and near-shore Wi-Fi services. Coverage, available carriers, roaming partners, bandwidth, latency, service levels and permitted use vary by geography, network, spectrum availability, equipment and service tier. Unless expressly stated in an Activation Order, no minimum throughput, coverage area, roaming availability or uninterrupted service level is guaranteed.

2. Wireless Equipment.

"Wireless Equipment" includes routers, modems, gateways, antennas, access points, Wi-Fi equipment, cellular or multi-carrier devices, SIM/eSIM-capable devices, cabling, power supplies, mounts, security appliances and other hardware or software used with the Wireless Services, as identified in the applicable Quote, Activation Order or Documentation.

3. SIM Cards (If Applicable).

StarEDGE will provide the number of SIM Cards identified in the Activation Order. SIM Cards may include physical UICC/SIM/USIM cards or eSIM functionality and may be subject to carrier-specific requirements. Customer assumes responsibility for SIM Cards after shipment, including loss, destruction, unauthorized or fraudulent use, and shall use SIM Cards only with the Wireless Services ordered under the applicable Activation Order. Intellectual Property embedded in SIM Cards or enabling access to a carrier network remains the property of the applicable carrier or licensor.

EXHIBIT C

Additional Terms and Conditions for StarEDGE-Provided Equipment

1. Title.

Title to and ownership of StarEDGE-Provided Equipment remains at all times with StarEDGE. Customer shall not remove, reconfigure, modify, sell, assign or transfer such Equipment without StarEDGE's prior written consent and shall not permit liens or encumbrances to attach. Customer shall return StarEDGE-Provided Equipment within five (5) business days after expiration or termination of the applicable Agreement or Activation Order, unless otherwise instructed by StarEDGE.

2. Custody.

Customer has care, custody and control of StarEDGE-Provided Equipment from delivery until returned and bears responsibility for loss, theft or damage, ordinary wear and tear excepted. Customer shall use Equipment only for its intended purpose and in accordance with applicable Documentation and shall not alter Equipment without prior written consent.

3. Insurance.

Customer shall maintain insurance sufficient to cover loss of, theft of or damage to StarEDGE-Provided Equipment while in Customer's care, custody or control. Such insurance shall, to the extent commercially available and permitted by applicable law, name StarEDGE as additional insured and loss payee with respect to the Equipment, be primary and non-contributory, and include a waiver of subrogation in favor of StarEDGE. Upon reasonable request, Customer shall provide evidence of coverage.

4. Return.

Customer shall follow StarEDGE's then-current RMA and return instructions and return Equipment in good working condition, ordinary wear and tear excepted, complete with required components and using suitable protective packaging and shipping insurance. Customer bears return shipping costs and risk of loss until StarEDGE receives the Equipment. StarEDGE may apply any security deposit against damage, loss, missing components or other amounts due. If Customer fails to timely return Equipment or returns it damaged beyond ordinary wear and tear, StarEDGE may, upon reasonable notice and to the extent permitted by law, retrieve the Equipment and/or invoice Customer for its then-current replacement cost and reasonable recovery expenses.

Evaluation/Proof of Concept (POC) Services (If Applicable).

If StarEDGE provides Services, Equipment or connectivity on an evaluation, proof-of-concept or trial basis ("Evaluation Services"), they are provided solely for Customer's internal evaluation and testing and not for commercial use. Unless otherwise agreed in writing, Evaluation Services will not exceed thirty (30) days and may be suspended or terminated by StarEDGE at any time without liability. All applicable terms of this Agreement, including limitations of liability,

confidentiality, export control, acceptable use and Third-Party Terms, apply. Customer must return StarEDGE-Provided Equipment at the end of the evaluation or enter into a separate order for continued Services.