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MASTER AGREEMENT

This MASTER AGREEMENT (the "Master Agreement") is made and entered into as of the ____ day of _____, ____ by and between Optus, Inc., (the "Company"), an Arkansas corporation, and Polk County, a political subdivisions of the State of Florida (the "Customer") whose principal office is located at 330 W. Church St., Bartow, FL 33830, upon the terms and conditions stated herein, each a "Party" and together, the "Parties".

TERMS AND CONDITIONS

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS ACKNOWLEDGED, THE PARTIES AGREE:

1. Incorporation. This Master Agreement shall govern (a) the sale, lease, and rental of any products or Equipment by Company to Customer; and (b) the provision of any services by Company to Customer, as supplemented by a Company Purchase Order or Statement of Work ("SOW"). This Master Agreement shall be incorporated into each Company Purchase Order and SOW entered into between Company and the Customer.

2. Purchase Order. Company and Customer will enter into a purchase order in form approved by Company which along with this Master Agreement shall constitute a ("Company Purchase Order") for the sale, purchase, lease, and rental of any products or equipment ("Equipment"). Each Company Purchase Order shall constitute a separate, independent contract between the Parties. Capitalized terms used herein shall have the meanings defined herein or as used in the Company Purchase Order. While Company may acknowledge receipt of a purchase order issued by Customer by signing and returning the purchase order to Customer, any Customer terms and conditions and any specific order documentation, preprinted or otherwise, which conflict with the Master Agreement, shall be inapplicable and shall not modify this Master Agreement.

3. Statement of Work. Company and Customer will enter into a SOW for the provisions of services by Company to Customer (the "Services"). Each SOW shall constitute a separate, independent contract between the Parties. Capitalized terms used herein shall have the meanings defined herein or as used in the SOW. Each SOW, together with this Master Agreement, shall contain: (i) a detailed description of the Services to be performed; (ii) the amount, schedule, and method of compensation to be paid to Company by Customer for the Services; and (iii) the term of the SOW if different from the terms of this Master Agreement.

4. Effective Date. This Master Agreement shall be effective on the date accepted and executed by an authorized representative of Company (the "Effective Date"). Unless sooner terminated according to the provisions of paragraph 27 and 30 hereof and subject to renewal as described in paragraph 27 hereof, this Master Agreement shall continue in effect for the Initial Term, commencing on the Effective Date.

5. Acceptance of Equipment. Customer will confirm the Installation of the Equipment by executing a delivery and acceptance certificate in form provided by the Company. It shall be conclusively presumed that Customer's execution of the delivery and acceptance certificate confirms the Customer's inspection, satisfaction and unqualified acceptance of the Equipment. Customer also agrees to execute any additional documentation required by any Lessor or Rentor of the Equipment necessary to confirm acceptance of the Equipment.

6. Third Party Terms and Conditions. This Master Agreement and Company Purchase Order or SOW shall be subject to the terms and conditions of any agreements of hardware products manufactured by third parties and software products created or licensed by third parties or provided to Customer by Company.

7. Payment. The payment schedule and payment terms shall be set forth in the Company Purchase Order or SOW. Company may charge interest for past due balances up to the maximum amount permitted by applicable

law. Company may cancel or delay delivery of Equipment or Services when Customer is delinquent on any payments under any orders or SOW with Company. Deposits or down payments, if any, are non-refundable and Company shall retain them as liquidated damages for any unauthorized termination or cancellation of this Master Agreement or any Company Purchase Order or SOW by Customer. If the transaction for the Equipment is other than a cash purchase, the transaction shall also be subject to the terms of a separate conditional sales, rental or lease agreement. Customer may dispute charges in an invoice from Company by providing Company with a written statement describing the dispute within forty-five (45) days of receipt of the disputed invoice. In the event of any dispute with regard to a portion of an invoice, the undisputed portion shall be paid as provided in the Company Purchase Order or SOW. Any charge or expense not disputed within such forty-five (45) day period shall be deemed accepted by the Customer.

8. Title/Finance. Except as provided in paragraph 9 below, title to the Equipment shall vest in Customer only upon payment in full of the purchase price. Company shall retain, and Customer hereby grants Company, a security interest in the Equipment until all monies payable hereunder are paid in full. Customer hereby warrants to Company that all equipment traded in is free and clear of any liens or encumbrances. Company is hereby authorized to conduct a credit check of Customer and Customer authorizes third parties to promptly release all relevant information regarding Customer to Company. Customer hereby authorizes Company to file any financing statements deemed necessary or desirable by Company to perfect its security interest in the Equipment.

9. Leases/Rental. If Customer is acquiring use of the Equipment through a rental agreement ("Rental Agreement") or equipment lease (a "Lease") with an equipment lessor/rentor (a "Lessor/Rentor"), certain provisions of this Master Agreement will be modified as follows: (i) payment (the applicable Lessor/Rentor or Customer, as agreed by the parties will pay Company the purchase price for the Equipment per the terms of the applicable Company Purchase Order or agreement, including any applicable Company additional terms and conditions, or such other terms and conditions as shall be agreed to in writing by Company and the Lessor/Rentor); (ii) title transfer (Company will convey title to the Equipment to the applicable Lessor/Rentor per the terms of the applicable Company Purchase Order or agreement, including any applicable Company additional terms and conditions, or such other terms and conditions as shall be agreed to in writing by Company and the Lessor/Rentor); (iii) acceptance (as between Customer and the applicable Lessor/Rentor, the terms of Equipment acceptance shall be governed by the applicable Lease/Rental and other documentation entered into between Customer and such Lessor/Rentor; as between Company and such Lessor/Rentor, the terms of equipment acceptance shall be governed by the terms of the applicable Company Purchase Order or agreement, including any applicable Company additional terms and conditions, or such other terms and conditions as may be agreed to in writing by Company); (iv) warranties (subject to the last sentence of this section, all warranties hereunder shall extend to and be enforceable by Customer); and (v) software licenses (Customer shall be an authorized end-user under any software licenses under this Master Agreement in connection with the Equipment, subject to the applicable license terms and conditions.)

Notwithstanding this section, if the applicable Lessor/Rentor does not comply with the terms of this Master Agreement relating to items (i) and (iii) above, Customer continues to be responsible for the payment and acceptance obligations hereunder. As between the applicable Lessor/Rentor and Customer, the applicable Rental Agreement or Lease terms may modify the manner in which warranties hereunder are enforceable by Customer, provided that Company shall not be bound by any Rental Agreement or Lease terms that would modify Company's warranty obligations unless Company has agreed in writing to such modifications.

10. Customer Duties and Obligations as to Equipment.

- A. Customer represents and warrants to Company that Customer has obtained the requisite necessary permission and authority in order for Company's employees and agents to enter on Customer's premises and install the Equipment and all related apparatus at all times consistent with the requirements for installation.
- B. Installation, support and/or service will be performed during Company's normal working hours at no additional charge on the Customer's side of interface equipment connecting the Equipment to the communications system operated by the provider providing the service.
- C. Customer shall assure that the premises will meet temperature, humidity control, air conditioning and other environmental requirements set forth in applicable Equipment specifications, which Customer acknowledges receipt of and the premises will be dry and free from dust and in such condition as not to be injurious to the employees or agents of Company or the Equipment to be installed.
- D. Customer shall provide necessary openings and ducts for cable and conductors in floors and walls if required for installation of Equipment as specified by Company.
- E. Customer agrees to provide electric current for necessary purposes with suitable terminals in areas where it is required and in accordance with Equipment specifications. Customer acknowledges that the failure of Customer to provide dedicated electric current may cause Equipment malfunction. Customer agrees to install and maintain at all times AC power surge protection equipment in connection with the Equipment. If requested by Company, Customer shall immediately install central office and A/C "power conditioning" equipment. Customer agrees to provide installed metallic ground or grounds as required. Company shall not be responsible for any malfunctions or costs associated with the above.
- F. Customer, at its expense, agrees to provide for the termination of any existing service agreement with any telephone communication vendors in accordance with the terms of Customer's agreement with such vendors, and for removal of any existing equipment and cabling as the Company may require.
- G. Customer agrees to provide suitable and easily accessible floor space or wall space and to prevent storing of any materials, chemicals, or metallic objects that may be injurious to the Equipment or employees or agents of Company adjacent to where the Equipment will be used or installed.
- H. Customer agrees to provide an "agency letter" or other required documentation authorizing Company to act as agent for Customer in ordering and scheduling necessary services from the telephone communication vendors and any long distance carriers, equal access carriers, and specialized carriers, whenever applicable. Customer shall be solely responsible for payment of the expense of such services. The Company shall not be responsible in the event the applicable utility fails to make available the necessary interconnect.
- I. The Customer shall permit the Company reasonable access to the Customer's premises and the System for remedial maintenance service. The Customer shall also permit the Company to inspect the System under normal operating conditions.
- J. The Customer shall permit the Company reasonable access to the Customer's premises and the System for remedial maintenance service.
- K. The Customer shall also permit the Company to inspect the Equipment under normal operating conditions.
- L. The Customer shall maintain the Equipment with the manufacturer's or supplier's recommended and current software releases.

11. Completion of Installation of Hardware Product. Where Equipment is provided pursuant to this Master Agreement and Company Purchase Order, completion of installation shall occur upon the *earlier* of (1) completion of installation of the Equipment by Company according to its standard procedures; (2) Customer's execution of Company's delivery and acceptance certificate. The delivery and acceptance certificate will be deemed executed and installation complete if the Customer should fail to return the delivery and acceptance certificate to Company within ten (10) business days of receipt thereof or, alternatively, fail to provide Company with written notice within such ten (10) business day period of the specific defects or non-conformity; or (3) the use of any of the Equipment by Customer's agents, contractors, employees, or licensees, for any purpose after its receipt ("Installation"). Prior to the completion of Installation, Company may repair or, at its option, replace defective or non-conforming parts or service after receipt of notice of defect or non-conformity from Customer. After completion of Installation, Customer's remedies shall be solely as provided herein.

12. Payment Terms. The receipt or deposit of any monies received by Company as a down payment shall not be construed as acceptance of Customer's order. Acceptance shall only occur upon issuance of the Company Purchase Order or SOW, as applicable. The down payment shall be due upon execution by Customer of its order and shall be returned to Customer if its order is not accepted. The price(s) and charge(s) stated herein are subject to change without notice, but shall remain firm through the date of scheduled delivery provided Company's scheduled delivery date is not postponed by Customer. If Customer requests service from Company not included in the warranty or support selected by Customer and as provided herein, Customer shall pay Company for all work, services and materials performed or provided within forty-five (45) days of the invoice date or as otherwise posted on Customer's invoice from Company. In the event Customer fails to make any payment to Company on or before its due date, Company may, without notice, impose a late penalty equal to the lesser of one percent (1%) per month on the unpaid amount for each calendar month (or fraction thereof) that such payment is in default or the highest interest rate permitted by applicable law. All costs of collection or for breach of this Master Agreement, attorney fees, shall be paid by Customer.

13. Additions. Customer agrees not to add to or modify the Equipment without the approval of Company. No unauthorized service or equipment vendors or technicians may add to or service the Equipment during the term of this Master Agreement, unless specifically authorized by Company. If Company approves additions to the Equipment, at the Company's option, an additional charge may be charged to the Customer under this Master Agreement to take into account the increased cost of servicing a Company Purchase Order or SOW and maintaining the additional equipment.

14. Change Orders. Any modification or change to this Master Agreement shall be by written Change Order only signed by both Company and Customer, which shall be incorporated herein as if set forth herein.

15. Risk of Loss or Damage.

- A. Customer shall assume full risk of loss or damage to the Equipment immediately upon its delivery to Customer's location.
- B. As long as Company holds a security interest in the Equipment, Customer shall:

(i) Maintain the Equipment in good operating condition; keep the Equipment free from liens and encumbrances; not use or permit use of the Equipment in any manner likely to be injurious to it; not remove or permit removal of the Equipment from its original location without the prior written consent of Company; not make or permit any alteration or repair of the Equipment without the prior written consent of Company; and permit inspection by Company at reasonable times; and

(ii) Unless included as part of the transaction type selected by Customer (e.g., Rental Agreement or Lease Agreement), procure and maintain insurance on the Equipment including but not limited to fire, water damage, extended coverage, vandalism and malicious mischief insurance for the full insurance value of the Equipment, with loss payable to Company and Customer as their interests shall appear.

16. Manufacturer's Warranties as to Equipment. The Company provides no separate warranties as to the Equipment but instead only warrants the support and services provided by Company to the extent described herein. Any warranties related to the Equipment itself shall be those provided solely by the manufacturer or supplier thereof. Where Company sells or licenses third party products or which are provided as replacement parts, any warranties given by the manufacturer or supplier of such third party products, which warranties are expressly made available by the manufacturer or supplier to be passed on to the Customer, shall be passed on by Company to Customer, subject to all limitations imposed on Company by the supplier or manufacturer. In no event shall Company have any liability with respect to such third party equipment, accessories, components, software, or warranties provided by such other suppliers or manufacturers, nor shall Company have any liability for failure of such suppliers or manufacturers to perform on their warranties. Warranties provided by the manufacturer or supplier of the Equipment vary by manufacturer and supplier and generally constitute a period for replacement of defective hardware components and do not include or cover charges for labor, advance replacement of materials or equipment, or for repair or replacement after the warranty period of the Equipment unless Customer maintains and timely pays for an additional maintenance support term. Equipment and hardware not supported by the manufacturer or supplier, but covered under a Company maintenance program is subject to best efforts only, for repair or replacement of a like product. Parts returned or removed during service shall become the property of the Company. Replacement parts may be new, remanufactured or refurbished, at the option of the Company.

No representation or other affirmation of fact, including but not limited to statements regarding capacity, suitability for use, or performance of the Equipment shall be or be deemed to be a warranty by Company for any purpose, nor give rise to any liability or obligation of Company whatsoever. Any modifications, relocation, alterations, additions, or repairs to the Equipment by anyone other than the supplier of manufacturer thereof may terminate the Equipment or hardware warranty; furthermore, such additions or modifications must be promptly registered with the Company. Failure to timely register the same may void the warranty provided by the manufacturer or supplier. Company shall not be liable for any damages caused by delay in delivery, installation or furnishing of the Equipment. Company is not responsible for issues created or caused through the connectivity of the Equipment through to the public network/carrier. Customer shall assume full responsibility for the overall effectiveness and efficiency of the operating environment in which the Equipment is to function.

17. Company's Warranties as to Services. Company warrants all Services will be provided in a commercially reasonable manner.

18. Standard Support and Services Program for Equipment. For a period of ninety (90) days following Installation, the Company shall provide without additional charge to Customer all labor and workmanship necessary to perform any necessary part replacements to the Equipment that are allowed by any manufacturer's or supplier's warranty covering the Equipment. The services will be provided by Company to Customer during normal business hours (8:00 am to 5.00 pm Monday through Friday except holidays). Emergency services provided by Company during such ninety (90) day period outside of Monday to Friday 8.00 am to 5.00pm will be billed at the Company's then current overtime rate. The Company will begin provision of services for major or minor failures within twenty-four (24) hours of notification. The coverage provided by Company under this paragraph shall not include any replacement parts. Additionally, provision of the services described in this paragraph are contingent on the Customer not being in material breach of the manufacturer's or supplier's warranty, coverage not being excluded under the provisions of paragraph 24 hereof, or any of the other provisions of this Master Agreement. After expiration of ninety (90) days from the date of Installation, unless Customer has selected a Maintenance Program, all services provided by Company to Customer to perform any necessary parts replacements to the Equipment as covered by any manufacturer or supplier's warranty will be billed at Company's then published billable hourly rates.

19. Labor – Workmanship Warranty. All labor and services provided by Company pursuant to the provisions of this Master Agreement are warranted by Company for a period of ninety (90) days from the date of performance. In the event Customer notifies Company of a defect in the Company's performance within such period, the Company shall re-perform and replace the labor at no additional charge to Customer. In the event the Customer selects a support program pursuant to which Company is obligated to replace parts, the parts shall be warranted for a period of twelve

(12) months following date of Installation (as defined in paragraph 7 hereof). In the event the Customer notifies Company of a defect for any part replaced by Company within such twelve (12) month period, Company shall repair or replace such part at no additional charge to Customer. Repair and replacement of defective parts shall be the Customer's sole and exclusive remedy.

20. Third Party Products. Company may resell or license third party equipment on a stand alone basis, as replacement parts, or as components of a Company manufactured product. Such equipment may be delivered to Customer with such third party supplier's usage guidelines and restrictions, software licenses, and/or warranties. In such situations, Customer agrees that its use of such third party equipment shall be subject to such guidelines, restrictions, licenses, and warranties. Third party manufacturer or supplier warranties passed indirectly to Customer through Company shall be governed by Section 17.

21. Proprietary Notices, Confidentiality, Trademarks, Logos, and Trade Names. The Company acknowledges that the Customer, as a local government entity and political subdivision of the State of Florida, is subject to broad public records obligations under Article 1, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, including, without limitation, the requirement to release public records to members of the public upon request and comply in the handling of public records materials. The Company further acknowledges that the aforementioned constitutional and statutory provisions control over the terms of this Agreement. Company or Company's suppliers or licensors own all right, title, and interest (including without limitation all intellectual property rights) in and to all drawings, designs, specifications, manuals, and software furnished by Company to the Customer. All such materials and software, as well as pricing information and any information marked by Company as "Confidential" or some other label indicating its confidentiality, are furnished in confidence to Customer, except as may be found in the public domain, and shall be held in strict confidence by Customer with the same degree of care with which Customer protects its own confidential information, but in no event less than reasonable care. Customer shall not remove, alter, or obscure any copyright, trademark, trade secret, government restricted rights, or other proprietary or confidentiality notices or legends from any copy of such materials and software that are (i) placed or embedded by Customer or its suppliers or licensors in the software, (ii) are displayed when the software is run, or (iii) are applied to the Equipment, their packaging, labels, or any other materials provided under this Master Agreement. All trademarks, logos, and trade names displayed on the Equipment and any related documentation are the property of Company or third parties, and Customer shall not use them without the prior written consent of Customer or the third party that owns them.

Customer agrees to keep secret and not to disclose any Company trade secrets, processors, or pricing information to Company competitors.

- A. For purposes of this Master Agreement, "Confidential Information" shall mean information or material proprietary to the party disclosing such information ("Disclosing Party") or designated as Confidential Information by the Disclosing Party which the party receiving such information ("Receiving Party") may obtain knowledge of or access to as a result of the disclosure pursuant to this agreement. This Confidential Information includes, but is not limited to, discoveries, concepts, ideas, software in various stages of development, systems information, designs, drawings, specifications, techniques, data and databases, codes, marketing information and development plans, business plans, projections, customer names, financial data, trade secrets, and any other information that the party disclosing identifies as such either in writing or orally.
- B. Confidential Information shall not include information which: (i) has been published or disseminated without obligation or confidence or which otherwise is or becomes part of the public domain; (ii) is required to be disclosed by law or by order of any court or is authorized by the Disclosing Party, in writing, to be disclosed, (iii) was or is disclosed to the Receiving Party from a source other than the Disclosing Party without obligation of confidentiality; or (iv) was already known to the Receiving Party at the time of disclosure as evidenced by written documents or records.
- C. The Parties agree to accept the Confidential Information received by each in confidence, and further agree that the Confidential Information belongs exclusively to the Disclosing

Party and that the Receiving Party will not acquire any rights to use the Confidential Information of the Disclosing Party for its own benefit, the benefit of a third party, or for any purpose other than that as noted by the Disclosing Party and for the benefit of the Disclosing Party. Each of the Parties further agrees to use the same care and discretion to avoid disclosure, publication, or dissemination of the Confidential Information as it uses with its own similar information that it does not wish to reveal, disclose, publish or disseminate.

- D. The Customer nor Company will not at any time, without the prior written authorization of the Disclosing Party, reveal, disclose, report, publish or transfer Confidential Information, or any part thereof, to any third party, other than those employees of the Receiving Party who have a need to know the Confidential Information in connection with the purposes designated by the Disclosing Party and agree to be bound by the terms of this Master Agreement.
- E. Upon request by the Disclosing Party, the Receiving Party will return to the Disclosing Party, without making or taking copies thereof, all documents pertaining to the business of the Disclosing Party, irrespective of whether such documents relate to or concern Confidential Information.

22. Cancellations and Modifications. No Company Purchase Order or SOW issued by Company may be terminated, canceled, or modified by Customer except by prior mutual written agreement between the parties. Where Customer breaches this clause, Customer agrees to forfeit its deposit or down payment, or, if no deposit or down payment was made, to pay to Company all damages incurred by Company, including costs incurred by Company, for equipment ordered for which manufacturing has begun, but has not been completed at the time of such breach, and a charge determined solely by Company to cover the reasonable costs of processing, order handling, retesting, repackaging, lost profits, and other damages, as determined in accordance with applicable law and this Master Agreement. This section shall not limit, and Company shall be entitled to pursue, any other remedies it may have under the law or in equity.

23. Term. This Master Agreement shall commence on the Effective date, and shall continue for the Initial Term, subject to renewal in accordance with paragraph 25 or early termination pursuant to paragraph 28 hereof.

24. Termination. Except as may be sooner terminated in accordance with the provisions of paragraph 28 below, this Master Agreement shall also remain in effect for the support and services period selected by Customer only so long as Customer continuously contracts for or receives support and/or service from Company for all of the Equipment covered by this Master Agreement from the time of acceptance of such Equipment. If Customer discontinues such support and/or service under this Master Agreement as to any portion of such Equipment, Company may immediately terminate this entire Master Agreement.

At the end of the Initial Term, the term of this Master Agreement shall automatically extend for additional successive terms of one (1) year each unless either party hereto gives written notice to the other party at least thirty (30) days prior to expiration of the term then in effect of its desire not to renew the term of this Master Agreement. No refund will be due if Customer cancels support and services prior to the expiration of the term or if Company terminates this Master Agreement pursuant to its rights hereunder.

The remedies provided herein shall be cumulative and shall be in addition to all other remedies provided by law or equity.

25. Assignment. Neither party may assign this Master Agreement without the prior written consent of the non-assigning party. Any purported assignment will be void.

26. Excluded Services. The support and service to be provided by Company under this Master Agreement shall not include the following:

- A. Failure to follow the Company's, the sellers and/or manufacturer's installation, operation or maintenance instructions;
- B. Performing services in connection with the use of the Equipment in conjunction with other equipment, the unauthorized relocation of the Equipment, the unauthorized modification of the Equipment, the rewiring or rerouting of

cables, or the addition or removal of accessories, attachments, features, or other devices;

- C. Maintenance of Equipment from which the original identification marks have been removed or altered;
- D. Misuse, abuse or negligent acts of persons other than the authorized agents of the Company;
- E. The acts of third parties and acts of God (fire, power surges, lightening, water damage, etc.);
- F. Back-up or restoration of Customer data, information or computer programs, whether or not used in conjunction with the Equipment;
- G. Equipment not specifically identified above, and both in building and out of building wiring;
- H. Unauthorized use of common carrier communication services accessed through the products of the Company (i.e., toll fraud, etc.);
- I. Failure due to causes from non-Company supplied equipment, parts or software;
- J. Defects due to unauthorized attempts to repair, relocate, maintain, service, add to or to modify the Equipment by the Customer or any third party or due to the attachment and/or use of non-Company supplied parts, equipment or software without Company's prior written approval;
- K. Equipment which is worn out or obsolete and cannot be reasonably repaired or replaced due to the unavailability of spare parts from the original equipment manufacturer or which is no longer supported by the original manufacturer;
- L. Computer viruses and other changes to the operating system or environment which adversely affects the Equipment;
- M. Defects, problems, or failures created by third party products (except those comprising parts or components of the Equipment);
- N. Failure of Customer to use or take any proper precautions under the circumstances; and
- O. Disruption or interruption of access to the Equipment caused by services provided by third parties.

If Company is called upon to service or repair the Equipment which falls under this paragraph, a separate invoice will be issued for labor, parts and expenses at prevailing per-call rates and prices.

27. Default by Customer. Customer shall be in default under this Master Agreement upon: (i) failure by Customer to make any payment due Company within ten (10) business days of receipt of notice from Company that the payment was not made within the applicable payment period; (ii) a failure by Customer to perform any other obligation under this Master Agreement within thirty (30) days of receipt of notice from Company; (iii) a failure to grant Company access to the Equipment as set forth in paragraph 10 of this Master Agreement; or (iv) a default by Customer or any affiliate of the Customer under any other obligation to or agreement with Company, or assignee of the foregoing (including, but not limited to, a promissory note, lease, rental agreement, license agreement or purchase contract); Upon the occurrence of any event of default hereunder, Company may, in addition to any and all other remedies available under law, elect to: (i) immediately cease providing services under this Master Agreement and any and all other agreements between the parties until the default is cured or corrected, and the Customer shall remain liable to Company for all amounts payable under this Master Agreement and such other agreements during any such period, (ii) declare all sums due and to become due to be immediately due and payable under this Master Agreement, (iii) commence collection action for all sums due and payable under this Master Agreement, (iii) commence collection action for all sums due and to become due hereunder including, but not limited to, costs and expenses of collection and reasonable attorney's fees, or (iv) terminate this Master Agreement. Remedies shall be cumulative and there shall be no obligation for Company to exercise a particular remedy and the exercise of one or more remedies shall not preclude the Company from exercising the other remedies set forth herein or those allowable by applicable law.

Prior to resumption of services under this Master Agreement, Company may inspect the Equipment to determine if it is in good operating condition. Such inspection shall be charged to the Customer at Company's per-call rates and terms then in effect. Any repairs or adjustment which Company determines are required due to: (i) the use of any non-Company parts, (ii) the repair or service of the Equipment by the Customer or any third party during the suspension of services by Company, or (iii) any of the exclusions from coverage set forth in paragraph 28 of this Master

Agreement, shall be made at Company's time and material rates then in effect and shall include charges for parts, with all such repairs or adjustments to be completed prior to the resumption of service under this Master Agreement.

28. Default by Company. Customer shall give Company written notice of any default by Company in the performance of any obligations to be performed by it hereunder, and if such default continues for a period of thirty (30) days after receipt by Company of a written notice from Customer specifying such default, then and in such event, Customer, at its election, shall be entitled to all remedies available at law or in equity, including termination of this Master Agreement and paying the fees only to the date of termination.

29. Limitation of Liability.

In no event shall either party be liable for any indirect, incidental, consequential, exemplary, special or punitive damages, losses or costs, arising out of or relating to this Agreement. Additionally, neither party shall be liable for any claims relating to (i.) loss or corruption of data; (II.) computer viruses; and (iii.) loss or liability resulting from acts beyond the party's control.

Excluding customer's failure to pay undisputed amounts due, in no event shall either party's liability under this Agreement exceed twice the amount of fees paid by Customer in the one (1) year period preceding the event that gave rise to the liability.

THERE ARE NO COMPANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, LOST REVENUES, LOSS OF USE OR DOWNTIME (EXCEPT AS OTHERWISE PROVIDED HEREIN) OF FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE EQUIPMENT.

30. Force Majeure. Company will not be liable to Customer for any failure to fulfill its obligations under this Master Agreement due to causes beyond its reasonable control and without its fault or gross negligence including, but not limited to, governmental laws and regulations, acts of God or the public, war or other violence, civil commotion, blockades, embargoes, calamities, floods, fires, earthquakes, explosions, accidents, storms, strikes, lockouts, work stoppages, labor disputes, or unavailability of labor, raw materials, power or supplies.

31. Exclusive Jurisdiction. This Master Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event that any clause, section, or provision hereof may be deemed unenforceable, the remainder hereof shall continue in full force and effect as if such unenforceable provision had been omitted. For the purpose of resolving any dispute arising out of or relating to this Master Agreement or otherwise, the parties hereby submit to the exclusive jurisdiction of the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. and agree that venue therein is proper and convenient. Each party shall be responsible for its own attorneys fees and costs. The parties shall not raise in connection with, and hereby waive, any defenses based upon the venue, the inconvenience of the forum, the lack of personal jurisdiction, the like in any such claim, action or suit brought in the State of Florida.

32. Waiver of Jury Trial. Customer hereby waives to the fullest extent permitted by law, any right they may have to a trial by jury of any dispute arising under or relating to this Master Agreement and agree that any such dispute shall be tried before a Judge sitting without a jury.

33. Miscellaneous. Company shall be permitted to disclose in summary form the nature of the work performed for Customer under an applicable Statement of Work. Company may use Customer's name, logo and statements in its marketing and public relations material under an applicable Statement of Work only with Customer's prior written consent, which can be withheld for any reason. In addition, Customer agrees to

furnish to Company examples and case studies on its successful use of the Services and technology utilized by Company. The information may be utilized by Company for marketing, sales and public relations materials, subject to written approval by Customer which may be withheld for any reason. Company shall not disclose proprietary business information or processes of the Customer.

34. Severability. If any provision of this Master Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted.

35. Employment. During the term of this agreement and for a period of one (1) year after termination, neither party nor any entity affiliated with either party, directly or indirectly, will solicit for employment, or hire or contract with, any employee, subcontractor or consultant who becomes known to the other party in connection with the performance of services provided under this agreement, without the express written consent of the other party.

36. Entire Agreement. THIS AGREEMENT, INCLUDING ALL EXHIBITS AND ADDENDUMS TO THIS AGREEMENT AND/OR ALL SOWS IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE EQUIPMENT AND SERVICES PROVIDED HEREUNDER AND SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS OR UNDERSTANDINGS, WHETHER WRITTEN OR ORAL. THIS AGREEMENT MAY NOT BE AMENDED EXCEPT BY A WRITTEN CHANGE ORDER SIGNED BY THE AUTHORIZED REPRESENTATIVE OF THE COMPANY AND AN AUTHORIZED REPRESENTATIVE OF CUSTOMER. EXCEPT AS OTHERWISE PROVIDED HEREIN, ALL SUPPORT AND/OR SERVICE IS PROVIDED "AS IS". THE COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS IN THIS MASTER SERVICES AGREEMENT AND ANY EXHIBIT OR ADDENDUM TO THIS AGREEMENT, OR ORDER FORM SIGNED UNDER THIS AGREEMENT, THE TERMS OF THE EXHIBIT, ADDENDUM, OR ORDER FORM SHALL PREVAIL TO THE EXTENT OF ANY INCONSISTENCY. NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY THEREIN, NO TERMS OR CONDITIONS STATED IN A CUSTOMER PURCHASE ORDER OR IN ANY OTHER CUSTOMER ORDER DOCUMENTATION (EXCLUDING ORDER FORMS) SHALL BE INCORPORATED INTO OR FORM ANY PART OF THIS AGREEMENT, AND ALL SUCH TERMS OR CONDITIONS SHALL BE NULL AND VOID.

CUSTOMER BY ITS SIGNATURE ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT (INCLUDING ATTACHMENTS) AND UNDERSTANDS IT AND AGREES TO ALL OF ITS TERMS AND CONDITIONS.

Optus, Inc.

Polk County, a political subdivision of the State of Florida

By



Authorized Representative (Signature)

By

Authorized Representative (Signature)

Printed Name

David Sluder

Printed Name

T.R. Wilson

Title

COO

Title


Chairman

Date

6/13/2025

Date

Reviewed as to form and legal sufficiency

 6/13/2025
County Attorney's Office