

Hot Spot Wi-Fi PODs – Agreement to Provide Wi-Fi Services

This Agreement is between Hot Spot Wi-Fi PODs, a wholly owned subsidiary of Com-Control Inc., an Indiana corporation (“Company”), and the entity, organization and/or individual renting the Wi-Fi System as defined in this Agreement and as further described in the associated Wi-Fi Package Order (“Customer”) (collectively “Parties”). Company desires to provide, and Customer desires to rent the Wi-Fi System, in accordance with the terms and conditions set forth in this Agreement and its corresponding attachments.

- 1) **Definitions.** The following definitions shall apply to this Agreement:
 - a) **End User Device:** A device that accesses the internet via Wi-Fi Service.
 - b) **Event:** Customer event that requires Wi-Fi service.
 - c) **Event Venue:** The physical location of the Event where Wi-Fi services are needed.
 - d) **Event Plot:** Wi-Fi system and coverage objectives at Event Venue.
 - e) **Internet Uplink:** The high-speed copper, coax, fiber or microwave internet connection provided by the third-party internet service provider (“ISP”) that is connected to the Wi-Fi System that provides users access to the internet.
 - f) **Wi-Fi Service:** Typical IEEE 802.11 standard wireless service created through the configuration and activation of standard antennas and radios.
 - g) **Wi-Fi Coverage Zone(s):** Areas designated to receive Wi-Fi Service from the Wi-Fi System during Event.
 - h) **Wi-Fi System:** All routers, switches and associate Company provided components to provide Wi-Fi in designated Wi-Fi Coverage Zones.
 - i) **Wi-Fi Package Order:** The cost and configuration of the Wi-Fi System at Event Venue.
- 2) **Term.** The term of this Agreement will commence on the date that the Wi-Fi Package Order and associated documents are signed by both Parties. Except as otherwise provided in this Agreement, the Agreement will terminate upon Company’s recovery of the Wi-Fi System used at the Event(s) in its original working condition and Customer’s payment in full of all fees and costs owed to Company pursuant to the Wi-Fi Package Order and this Agreement.
- 3) **Company’s Obligations, Representations & Warranties.**
 - a) Subject to the terms and conditions of this Agreement, Company will provide Customer with a temporary Wi-Fi System at the designated Event Zones per the Event Plot in Customer’s Wi-Fi Package Order. Wi-Fi is provided on a best attempt basis with no guarantees of coverage reach, device compatibility, or impact of venue interference.
 - b) Subject to any limitations or exceptions contained within the Wi-Fi Package Order or this Agreement, Company warrants to Customer that the Wi-Fi System will be functional for the duration of the Event in the areas specified in the Event Plot and any approved modifications.

- c) Should Customer need any modifications to the Wi-Fi System, Company may request in writing and Company may offer one of the following technical support options to Customer:
- i) Remote Tech Support: Within one (1) hour of the designated Customer representative request to the designated Company representative, Company will provide verbal support from a remote location.
 - ii) On-Call Tech Support: Within two (2) hours of the designated Customer representative request, Company will engage a subcontracted local vendor to visit the Event Venue to adjust, modify and/or repair Wi-Fi System. Company assumes no liability for any subcontracted local vendor.
 - iii) On-Site Tech Support: Within one (1) hour of the designated Customer representative request, Company will provide direct support from a technician located at the Event Venue or located within one (1) hour of the Event Venue to adjust, modify and/or repair Wi-Fi System. Company assumes no liability for any subcontracted local vendor.
- d) In the event of an unrepairable Wi-Fi System outage caused by Company-controlled Wi-Fi System components and at the fault of Company actions, Customer will receive a billing credit calculated as a percentage of total Wi-Fi System uptime. The total amount of financial remedy related to a properly reported outage is a percentage of total network uptime.
- 4) **Customer Obligations, Representations & Warranties.** Customer is responsible and liable for any damages for all of Company's Wi-Fi equipment at the Event once installation is complete. Customer shall remain responsible for all Wi-Fi equipment until take down is complete and the equipment has been inspected by an authorized Company representative following the completion of the Event. Customer is responsible for the following:
- a) Clear line of sight between Company's Wi-Fi equipment.
 - b) Clear line of sight between Company's Wi-Fi equipment and End User devices.
 - c) Safety of installed power and ethernet cables.
 - d) Clean, 110VAC, 10Amp power within 20 feet of Company's equipment needing power.
 - e) Notifying Company of any network difficulties via text, email, or phone to initiate tech support.
- 5) **Fees.** The estimated fees associated with this Agreement are detailed in Customer's Wi-Fi Package Order. The final amount due will be based on actual Company goods and services used.
- a) Company and Customer may agree to make modifications in writing to the Wi-Fi Package Order. Customer shall be solely responsible for any additional costs or fees created by such agreed upon modifications.
 - b) Customer Non-Payment. In the event Customer fails to pay any required deposit within the timeframe set forth in the Wi-Fi Package Order, the Parties agree that Company is not obligated to perform any services for Customer related to the Event and Customer shall be responsible for paying any costs incurred by Company for the Event. Should Customer fail to pay any amounts due under the Wi-Fi Package Order or this Agreement, Customer shall reimburse Company for all costs and attorney's fees incurred by Company to collect such payment.
- 6) **Termination.** Either Party may terminate this Agreement and cancel the Wi-Fi Package Order at any time by providing written notice to the other Party.
- a) Termination by Company. In the event Company terminates this Agreement and cancels the Wi-Fi Package Order prior to the Event, Customer shall be entitled to a return of its deposit. Company shall not be

responsible for any additional expenses, costs, or liabilities outside of the return of Customer's deposit.

- b) **Termination by Customer.** In the event Customer terminates this Agreement and cancels the Wi-Fi Package Order more than 60 days prior to the Event start date, Customer shall be entitled to a return of its deposit minus any expenses incurred by Company related to the Event, including but not limited to, engineering time, transportation, shipping, and storage of Wi-Fi equipment. Should such termination and cancellation occur less than 60 days prior to the event start date, Customer shall forfeit its deposit. If termination and cancellation occur after the system is installed, the entire amount of deposit and final rental balance is due.
- 7) **Postponed Event.** Should it become necessary to postpone and/or reschedule the Event, Customer shall not forfeit its deposit and Company shall perform its obligations at the rescheduled Event under the following terms and conditions:
- a) Company agrees in writing to provide Wi-Fi services to the rescheduled Event;
 - b) Customer provides written notice to Company of the postponement or rescheduling of the Event at least 24 hours prior to the scheduled set up date contained in the Wi-Fi Package Order;
 - c) Event is rescheduled to a date not more than one (1) year from the originally scheduled date of the Event;
 - d) Postponement or rescheduling of the Event is due to one of the following reasons:
 - i) Severe weather conditions as defined by a professional third-party agency which has declared the Event Venue to be unsafe for attendees and has issued a related notice or order. Written proof of such notice or order must be provided to Company within thirty (30) days of Event to qualify under this Section.
 - ii) Acts of terrorism, terrorist threats, or national emergencies where a professional third-party agency has declared the Event Venue to be unsafe for attendees and has issued a related notice or order. Written proof of such notice or order must be provided to Company within thirty (30) days of Event to qualify under this Section.
 - iii) Power or internet outages due to the primary provider, but not including issues caused by defective or insufficient Event Venue infrastructure.
 - e) If all the above conditions are not met, Customer shall forfeit its deposit.
- 8) **Limitation of Liability.** COMPANY SHALL NOT BE LIABLE TO CUSTOMER OR END-USERS FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT AND THE WI-FI SERVICES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, AND LOSS OF INTERNET ACCESS INCURRED OR SUFFERED BY CUSTOMER OR END-USER, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF CUSTOMER OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 9) **Indemnification.** Customer shall indemnify, defend and hold Company harmless from and against any and all claims, actions, suits, liabilities, damages, judgments, fines, penalties, proceedings, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of, connected with, or resulting from the Wi-Fi equipment, Wi-Fi Services, and Wi-Fi System, including, without limitation, claims for bodily injury to or death of any person (including Customer's agents or employees) and property damage, to the extent not attributable to Company's recklessness or willful misconduct.

- 10) **Confidential Information.** To the extent permitted by law, all ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Customer and all other written information submitted to Customer in connection with the performance of this Agreement shall be held confidential by Customer and shall not, without the prior written consent of Company, be used for any purposes other than the performance of this Agreement nor be disclosed to an entity not connected with performance of this Agreement. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation. In addition to the foregoing, the Disclosing Party shall indemnify, defend and hold harmless the other Party from and against any claims, threatened or filed, and any losses, damages, expenses, attorneys' fees or court costs incurred by such Party in connection with or arising directly or indirectly from or out of the Disclosing Party's disclosure of the confidential information to third parties except as permitted above.
- 11) **Privacy and Data Protection.**
- a) Company's Privacy Policy shall govern the process for all information gathered from end users.
 - b) Company agrees to take all necessary technical and organizational steps to ensure the security of the Wi-Fi Service. Company is not responsible for the accidental loss or destruction of any personal data transmitted using the Wi-Fi Service and Company shall have no liability in relation to the content or security of personal data that any end user sends or receives through the Wi-Fi Service. This Section does not limit or exclude any liability of Company for a breach of Company's data protection obligations in relation to the information which Company obtains from the Customer before or during the term of this Agreement.
 - c) Customer acknowledges and agrees that Company may be required by applicable laws to provide information to law enforcement, governmental agencies, and other authorities.
 - d) Subject to obtaining the appropriate approvals, including written approval of the other Party, Company or Customer may provide end user information to authorized sponsors, vendors, advertisers, or third parties.
 - e) Company may provide and/or solicit advertising opportunities on the Wi-Fi equipment or on the portal and landing page of authenticated end users.
 - f) Company and Customer have rights to all media created at the Event.
- 12) **Notices.** Service of all notices and written communications under this Agreement shall be sufficient if given personally or mailed or emailed, read receipt selected, to the Party involved at its respective address provided in writing in this Agreement or the Wi-Fi Package Order. Any such notice to Company shall be provided by mail to Hot Spot Wi-Fi PODs, PO Box 1422, South Bend, IN 46624, or by email to bryan@hotspotwifipods.com.
- 13) **Entire Agreement; Amendments.** This Agreement, the Wi-Fi Package Order, and all other attachments incorporated herein or therein represent the entire agreement between the Parties with respect to the subject matter hereof and thereof and supersede and merge all prior agreements, promises, understandings, statements, representations, warranties, indemnities and inducements to the making of this Agreement relied upon by either Party, whether written or oral. Except as may otherwise be provided herein, any amendments or modifications to this Agreement must be in writing and signed by an authorized officer of both Parties.
- 14) **No Waiver.** Failure of either Company to enforce or insist upon compliance with the provisions of this Agreement shall not be construed as a general waiver or relinquishment of any provision or right under this Agreement.

- 15) **Force Majeure.** Company shall not be liable for any failure of performance hereunder due to causes beyond its reasonable control, including, but not limited to, acts of third parties not under the direction or actual control of the Party delayed or unable to perform, acts of God, fire, explosion, terrorism, vandalism, storms or other similar catastrophes, national emergencies, insurrections, riots or wars.
- 16) **Severability.** The illegality or unenforceability of any provision of this Agreement shall not affect the legality or enforceability of any other provision or portion hereof or thereof. If any provision or portion of this Agreement is deemed illegal or unenforceable for any reason by a court of competent jurisdiction there shall be deemed to be made such minimum change in such provision or portion as is necessary to make it valid and enforceable as so modified.
- 17) **Governing Law; Choice of Forum.** This Agreement shall be governed by, and construed in accordance with the laws of the State of Indiana. Exclusive venue and jurisdiction with respect to each lawsuit or court action, if any, under this Agreement must be brought and exclusively maintained in the St. Joseph County Courts of the State of Indiana, it being understood, however, that judgments, orders or decrees resulting from such lawsuits or court actions may be appealed to or enforced in any competent court.
- 18) **Assignment.** Neither Party shall assign this Agreement without the prior written consent of the other Party, whose consent will not be unreasonably withheld.
- 19) **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the Parties and their respective legal representatives, heirs, successors and assigns.
- 20) **Non-Disparagement.** The Parties mutually acknowledge the importance of the Parties' reputation, goodwill, and public image. Accordingly, each Party agrees to refrain from making any statements about the other Party that defames, demeans, disparages or otherwise maligns the business or reputation of the other Party.
- 21) **Attorney's Fees.** In any action brought by Company where Company is the prevailing party to enforce this Agreement, Company shall be entitled to recover all its reasonable costs of litigation from Customer, including but not limited to attorneys' fees, costs of experts, trial costs, consultant costs, and any and all other related costs associated with bringing a suit for breach of this Agreement and for all other damages allowed herein.
- 22) **No Partnership or Agency.** Nothing in this Agreement or related documents is intended to create a partnership or agency relationship between the Parties, and nothing contained herein or therein shall be construed as granting or creating any such rights.
- 23) **Survival.** The obligations imposed under Sections 8, 9, 10, 11, 20, and 21 of this Agreement will survive the expiration or termination of this Agreement by either Party for any reason.