



CARRIER OFFLOADING AGREEMENT

Terms and Conditions

Effective Date: June 17, 2026

These Terms and Conditions are made part of the SIGNALUP CARRIER OFFLOADING AGREEMENT (together, the "Agreement") by and between TOWER, LLC ("TOWER") and the Venue (each a "Party" and collectively, the "Parties"). This Agreement will not take effect unless and until TOWER's authorized representative countersigns the Agreement.

1. **AGREEMENT.** Venue hereby grants to TOWER an exclusive license to integrate and operate the SignalUp carrier data-offloading service at Venue's properties (the "Location(s)" or "Site(s)"), as more specifically identified in the Venue Order Form. The SignalUp service uses Passpoint Secure technology for seamless Wi-Fi authentication, leveraging WPA3 enterprise-grade encryption and Hotspot 2.0 (Passpoint 2.0) technology to onboard qualifying wireless access points ("APs") with participating mobile network operators ("MNOs") and mobile virtual network operators ("MVNOs").
2. **TERM; RENEWAL.** The initial service term of this Agreement begins on the latter of (i) the date the SignalUp service is first activated at a Location or (ii) the date this Agreement has been fully executed by all Parties (the "Activation Date") and continues for the initial period stated on the Venue Order Form (the "Initial Term"). **At the end of the Initial Term, and at the end of each Renewal Term, this Agreement will automatically and successively renew for an additional Renewal Term equal in duration to the renewal period stated on the Venue Order Form, upon the same terms and conditions applicable to the Initial Term, unless notice of cancellation is properly given as set forth herein and in the Venue Order Form. If the Initial Term duration is not stated in the Venue Order Form, the Initial Term shall be thirty-six (36) months. If the Renewal Term duration is not stated, each Renewal Term shall be the same duration as the Initial Term. To prevent automatic renewal, either Party must send written notice terminating this Agreement within the cancellation window stated in the Venue Order Form; if no cancellation window is stated, such notice must be given at least ninety (90) days, but no more than one hundred eighty (180) days, prior to the end of the then-current Term.** The "Effective Date" of this Agreement is the date on which the last Party signs the Venue Order Form. Both Parties remain bound by this Agreement between the Effective Date and the Activation Date (the "Executory Period"). As used herein, "Term" means the Executory Period, the Initial Term, and any Renewal Terms.
3. **DEPLOYMENT AND INTEGRATION.** TOWER shall integrate Venue's APs (or provide its own APs) into the SignalUp program by collecting and submitting the MAC addresses of qualifying APs to participating MNOs and MVNOs for mobile data offloading. Following execution of this Agreement, Venue shall cooperate with TOWER during onboarding to provide the MAC addresses, access point count and models, and reasonable access to network configuration details required for integration. TOWER will manage all coordination with the carriers to onboard Venue's Wi-Fi network upon receiving the necessary access and data. TOWER will implement commercially reasonable measures to protect the security and integrity of Venue's network during integration and operation, and will minimize impact on Venue's existing Wi-Fi services. The submission and acceptance of a Location's APs into the offload program is controlled by the participating carriers, is not guaranteed, and may take such time as the carriers require; TOWER makes no representation or warranty as to the timing of activation.
4. **FEE PROCESSING; VENUE COMPENSATION.** TOWER will operate the SignalUp service and collect all Earnings generated. TOWER has sole authority and discretion to negotiate and set the rates, terms, currency, and carrier and network relationships governing the offload program. TOWER will pay Venue a revenue share (the "Location Fee") equal to the percentage set forth in the Venue Order Form, applied to the Net Earnings attributable to the Location. Any reference to "Earnings" on the Venue Order Form means Net Earnings as defined herein. If no percentage is stated in the Venue Order Form, or the field is left blank, the Location Fee shall be zero percent (0%), and Venue acknowledges and agrees that the consideration provided to Venue under this Agreement is the improved in-venue cellular coverage and connectivity made available through the SignalUp service at no cost to Venue, which the Parties agree constitutes good and valuable consideration sufficient to support this Agreement. "Net Earnings" means the amounts actually received by TOWER from its upstream network and carrier partners for offloaded data attributable to the Location, after deduction of all network, connect, conversion, transaction, and carrier fees, and any taxes or charges imposed on or withheld from such amounts. Earnings are variable, are derived from third-party carrier and digital-asset networks outside TOWER's control, are not guaranteed, and may be zero. TOWER makes no representation or warranty as to the amount, value, timing, or continuation of any Earnings, and TOWER's sole payment obligation is to remit the stated percentage of Net Earnings it actually receives and retains. The Location Fee is calculated at the end of each calendar quarter and paid via ACH or check within thirty (30) days of the end of each calculation period. Venue shall provide TOWER a completed W-9 and ACH/direct-deposit form before payments are made and shall update such information as needed. In the event of any payment dispute, Venue shall notify TOWER within sixty (60) days after Venue knew or should have known of any discrepancy; in no event shall Venue be entitled to back payments that accrued more than six (6) months prior to such notice.
5. **DIGITAL ASSET RISK ACKNOWLEDGMENT.** Venue acknowledges that Earnings are derived from a third-party digital-asset and blockchain network and may be generated, converted, or paid in or by reference to digital assets or cryptocurrency. Venue understands and accepts that such digital assets and the underlying network are subject to

significant risks outside TOWR's control, including extreme price volatility, lack of liquidity, technological and security risks, possible loss of value (including to zero), and evolving and uncertain legal and regulatory treatment. TOWR does not issue, control, guarantee, or warrant the existence, value, convertibility, or continuation of any such digital asset or network, and shall have no liability arising out of or relating to the value, availability, conversion, taxation, or regulatory treatment of any digital asset or the underlying network. Venue is solely responsible for the tax treatment of amounts it receives.

6. **VENUE RIGHTS AND OBLIGATIONS.** Venue will, at its sole expense: (1) provide electricity and suitable internet service to support the SignalUp service and the APs; (2) provide TOWR the MAC addresses of qualifying APs and reasonable access to network configuration details required for integration, and perform any network configuration or setup steps required to enable the SignalUp service using Venue's own qualified IT personnel or managed service provider, following the setup guide and instructions provided by TOWR; (3) maintain the security and operational integrity of its existing Wi-Fi infrastructure and notify TOWR promptly of any outage, disruption, or planned or material change that could affect the offloading service or the access points; (4) not allow access to TOWR-provided equipment or configurations by persons other than TOWR or TOWR's authorized agents; (5) provide TOWR and its authorized agents reasonable access to the Location(s) and reasonable cooperation as needed for installation, integration, support, maintenance, and removal of the access points and service; (6) not block, throttle, filter, or interfere with lawful end-user access to the SignalUp service, except as required by applicable law or by the applicable acceptable-use or online policies governing the service; and (7) No Default — neither the execution and delivery of this Agreement by Venue, nor the consummation of the transactions contemplated hereby, shall result in the breach of, or constitute a default under, any charter provision, bylaw, contract, order, law, or regulation to which Venue is a party or which is otherwise applicable to Venue.
7. **VENUE NETWORK RESPONSIBILITIES.** As a condition of participation, Venue shall, at its sole expense: (A) maintain the physical security of, and a suitable operating environment and adequate power supply for, all access points installed at the Location(s); (B) refrain from tampering with, reconfiguring, relocating, disconnecting, or permitting unauthorized access to any access point, and not allow any third party to do so; and (C) be solely responsible for Venue's own acts and omissions and those of its employees, agents, and invitees with respect to the access points and the Venue's network. The networking infrastructure, internet service, power, premises, environmental controls, physical security, end-user devices, and third-party services at each Location are referred to collectively as the "Venue Network," for which Venue is solely responsible.
8. **VENUE AUTHORITY AND GRANT OF RIGHTS.** Venue represents and warrants that it has, and throughout the Term will maintain, all necessary right, title, authority, and consents to permit TOWR to install, access, integrate, operate, and maintain access points at the Location(s) and to provide the SignalUp service, and that doing so does not and will not violate any lease, agreement, or obligation binding on Venue. Venue hereby grants TOWR all such rights for the Term.
9. **AUTHORIZED USE; NO FRAUDULENT ACTIVITY.** Venue shall not, and shall not permit any third party to, tamper with or modify the AP electronics or configurations, "jailbreak" the devices, misrepresent the number or nature of access points, generate synthetic or non-organic data traffic, or attempt to configure, reverse engineer, clone, or manipulate any configuration for the purpose of increasing Earnings. Any such activity constitutes a material breach of this Agreement, entitles TOWR to withhold the affected revenue share, and may result in the immediate removal of the affected access points from the SignalUp service and liability for any damages incurred by TOWR.
10. **TOWR RIGHTS AND OBLIGATIONS.** TOWR will, without additional charge to Venue: (1) manage all carrier coordination and onboarding for the SignalUp service; (2) provide and maintain the TOWR-supplied software and configurations used to facilitate the offload service itself (but not Venue's underlying network, equipment, or internet service); (3) pay the Location Fee as set forth above; (4) use commercially reasonable efforts to monitor the offload service's performance and to respond to Venue-reported issues concerning the offload service within seventy-two (72) hours of notification, in each case only to the extent within TOWR's reasonable control; and (5) provide a setup guide and reasonable remote guidance to assist Venue's own personnel or IT provider with configuration. TOWR's monitoring, support, and service-level obligations apply only to equipment, systems, and infrastructure owned, operated, or directly controlled by TOWR, and do not extend to the Venue Network. TOWR reserves the right to update, upgrade, replace, or expand the SignalUp service and to add additional service offerings, carriers, or features, and TOWR shall be entitled to all revenues generated by any such additional service offerings except as expressly shared under this Agreement. TOWR may take any steps reasonably necessary to comply with applicable laws, and if TOWR learns of any law that would prohibit, restrict, or increase the cost of performance, TOWR may terminate this Agreement at any time without penalty.
11. **NOT AN MSP OR ISP; NO NETWORK SUPPORT.** Venue acknowledges and agrees that TOWR is not Venue's internet service provider (ISP), managed service provider (MSP), or information-technology, network, or IT support provider, and that nothing in this Agreement makes TOWR responsible for the installation, configuration, operation, maintenance, repair, performance, security, or troubleshooting of the Venue Network or any of Venue's internet service, routers, switches, access points, cabling, firewalls, end-user devices, or other equipment. Venue is solely responsible for configuring and maintaining the Venue Network, including performing any setup steps required to enable the SignalUp service, and shall do so using its own qualified IT personnel or managed service provider following the setup guide and instructions provided by TOWR. TOWR does not and will not diagnose, repair, manage, or remediate the Venue Network, and has no obligation to do so. If, as an accommodation, TOWR elects in its sole discretion to provide any hands-on assistance, configuration, or troubleshooting of the Venue Network (for example, for a small business without its own IT staff), such assistance is provided "AS IS," as a courtesy only, without any representation, warranty, or

guarantee of any kind, and Venue assumes all risk; TOWR shall have no liability whatsoever for, and Venue releases and shall indemnify the Indemnified Parties against, any claim, loss, damage, downtime, data loss, or other harm arising out of or relating to any such assistance, except to the extent caused solely by TOWR's own gross negligence or willful misconduct.

12. **DEPROVISIONING; SERVICE CHANGES.** TOWR may, at any time and without liability, suspend, deactivate, remove, or deprovision any access point or the SignalUp service at any Location, including in order to comply with a request from an upstream network or carrier partner or to comply with applicable law. No such action shall constitute a breach by TOWR, and any revenue share shall be prorated through the effective date of such action.
13. **DISCLAIMER OF WARRANTIES.** THE SIGNALUP SERVICE, ALL ACCESS POINTS, SOFTWARE, CONFIGURATIONS, AND ANY GUIDANCE OR MATERIALS PROVIDED BY TOWR ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, TOWR AND ITS UPSTREAM PARTNERS DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. TOWR DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, OR THAT IT WILL GENERATE ANY EARNINGS, TRAFFIC, OR REVENUE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM TOWR CREATES ANY WARRANTY NOT EXPRESSLY STATED HEREIN.
14. **ASSUMPTION OF RISK; VENUE OPERATIONS.** Venue acknowledges that the SignalUp service operates on and through the Venue Network and shares Venue's internet connection and Wi-Fi environment. Venue assumes all risk arising from the installation and operation of the service at the Location(s), including any effect on the performance, speed, capacity, or availability of Venue's own Wi-Fi, internet connection, point-of-sale or payment systems, or other operations. TOWR shall have no liability for, and Venue releases the Indemnified Parties from, any claim, loss, or damage relating to any degradation, interruption, or interference with Venue's network, internet service, business operations, or equipment arising out of or relating to the service, except to the extent caused solely by TOWR's own gross negligence or willful misconduct.
15. **DATA SECURITY; PII/CPNI.** Venue shall maintain commercially reasonable security over the Venue Network. The Parties do not intend for either Party to access end users' personally identifiable information ("PII") or customer proprietary network information ("CPNI") under this Agreement. Venue shall be responsible for, and shall indemnify the Indemnified Parties against, any claim, loss, or liability arising from a breach of, unauthorized access to, or compromise of the Venue Network or any equipment under Venue's control, including any resulting disclosure of PII or CPNI, except to the extent caused solely by TOWR's own gross negligence or willful misconduct.
16. **CONFIDENTIALITY.** Both Parties agree to maintain the confidentiality of all non-public information disclosed by the other Party during the Term and for a period of five (5) years thereafter, using such information solely to perform obligations under this Agreement and taking reasonable measures to protect it. This obligation does not apply to information that: (a) is or becomes publicly available without breach; (b) is rightfully obtained from a third party without obligation of confidentiality; (c) is independently developed without reference to the other Party's confidential information; or (d) is required to be disclosed by law, regulation, or court order, provided prompt written notice is given to allow the disclosing Party to seek a protective order. Venue further acknowledges that certain information is public by default through the underlying network, including each Location's name, type, geographic location, offloaded data volumes, and associated earnings, and that such on-chain or publicly published information is not Confidential Information and is not subject to the confidentiality obligations of this Agreement.
17. **RIGHT OF FIRST REFUSAL & MATCH.** To the fullest extent allowed by law, Venue grants to TOWR a right of first refusal and a right to match any offers by other carrier-offloading, Wi-Fi monetization, Passpoint, Hotspot 2.0, or comparable data-offload equipment or service providers, regardless of location, during the Term of this Agreement and for twelve (12) months after termination.
18. **PUBLICITY; CASE STUDY; MARKS.** Venue grants TOWR, and authorizes TOWR to grant to its carriers, networks, and upstream vendors and partners (including the operators of the underlying network), a non-exclusive, royalty-free, worldwide license to use Venue's name, logo, trademarks, service marks, and other identifying information, and to identify Venue and the Location(s) as participating venues, in directories, websites, press releases, case studies, marketing and promotional materials, social media, and other communications relating to the SignalUp service and the underlying network and partnership. Venue agrees to cooperate in good faith with any reasonable case study regarding the deployment. TOWR (and its upstream partners) may, at their option, use anonymized references to Venue or the Location(s) in lieu of Venue's name, logo, or identifying information. Venue acknowledges that the underlying network publishes certain information by default as set forth in the Confidentiality section, and that such publication is permitted hereunder. All goodwill arising from use of Venue's marks inures to Venue, and all goodwill arising from use of TOWR's or its partners' marks inures to TOWR or such partners, as applicable. Venue shall not use TOWR's or any upstream partner's name, logo, or marks without TOWR's prior written consent.
19. **NO COMPETING SERVICE.** Venue will not, during the Term, permit any other carrier data-offloading, Passpoint, Hotspot 2.0, or comparable Wi-Fi monetization service or equipment of any type, form, or function to be installed on or operated within the Site(s) or adjacent facilities owned or leased by Venue. For clarity, nothing in this Section restricts Venue's ordinary use of its own internet service and Wi-Fi network for its own business operations and the provision of

guest internet access, so long as such use is not a carrier data-offloading or Wi-Fi monetization service that competes with the SignalUp service.

20. **TERMINATION BY TOWR.** In consideration of providing the SignalUp service to Venue free of charge, TOWR may terminate this Agreement, in whole or as to any individual Site(s), by sending Notice to Venue if: (1) TOWR reasonably determines, in its own discretion, that the SignalUp service at a Location is not sufficiently profitable for continued operation; (2) the safety or security of a Location fails to meet TOWR's standards; (3) any federal or state legislation or regulation, or an order or ruling of a court of competent jurisdiction, contains terms or conditions which materially and adversely affect this Agreement, its profitability to TOWR, or the ability of either Party to perform; or (4) in TOWR's reasonable judgment, any act, omission, condition, equipment, or third-party arrangement of or at the Venue would breach, conflict with, or trigger any obligation under any provision of any of TOWR's agreements with its carriers, networks, or other upstream vendors or partners (collectively, the "Upstream Agreements"), or would require TOWR to take or refrain from any action thereunder. With respect to clause (4), TOWR may, at its option and without penalty or liability, in lieu of or prior to termination, require Venue to promptly cure or remove the offending act, omission, condition, equipment, or arrangement, or suspend, deactivate, or remove the affected access point(s) or Location(s). TOWR may also terminate with thirty (30) days' written notice if Venue fails to fulfill its technical obligations necessary for service delivery and such failure materially impairs TOWR's ability to deploy or maintain the service.
21. **DEFAULT.** If either Party is in breach of any of its duties, covenants, or undertakings under this Agreement, and has not remedied the same within thirty (30) days after receiving Notice of same from the other Party — except with regard to termination under the Section titled Termination by TOWR, for which no notice or opportunity to cure is required — the non-defaulting Party may thereafter terminate this Agreement by giving Notice of termination to the other Party. Upon termination or expiration of this Agreement for any reason, TOWR will, to the extent within its reasonable control and to the extent it has the necessary access, use commercially reasonable efforts to deactivate or deprovision the SignalUp service and remove the affected access points from carrier offload. Venue acknowledges that the access points and the Venue Network are located at the Venue and may be under Venue's physical and administrative control, and that TOWR may not have adequate access to disable the service remotely. Accordingly, Venue shall be responsible for disabling, disconnecting, or removing the offloading configuration from any equipment within Venue's possession or control, and shall provide TOWR reasonable access and cooperation to enable TOWR to deactivate or remove its access points and configurations. TOWR shall have no liability, and shall not be deemed in breach, for any continued operation of the service or any access point after termination to the extent resulting from Venue's failure to disable the same or to provide TOWR adequate access. Any outstanding revenue share owed to Venue will be calculated on a prorated basis through the effective date of termination.
22. **WAIVER.** TOWR is not liable to Venue for injury to Venue's business, including loss of revenue, loss of income, and/or other damages due to or arising from: (1) TOWR's reasonable and proper termination of this Agreement; or (2) any mechanical failure, communication failure, carrier or network failure, cyber theft, hacking, failure of a third party, power failure, or any other circumstance resulting in loss of use of the SignalUp service. The foregoing waiver is in addition to, and not in limitation of, the Limitation of Liability provisions below; nothing in this Section expands TOWR's liability beyond the cap set forth therein.
23. **INDEMNIFICATION.** Venue will indemnify, defend, and hold harmless TOWR and TOWR's owners, members, managers, directors, officers, employees, agents, parent, subsidiary and related entities, insurers, and other affiliates (the "Indemnified Parties") from any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees ("Claims"), arising out of or relating to: (i) Venue's business or any Location; (ii) the Venue Network or any equipment, network, power, or premises under Venue's control; (iii) any breach or default by Venue of this Agreement or of any representation or warranty herein; (iv) Venue's negligence, willful misconduct, or vicarious fault; (v) any act or omission of Venue's employees, agents, invitees, or end users; or (vi) any breach of, unauthorized access to, or compromise of the Venue Network or any equipment under Venue's control, including any resulting disclosure of PII or CPNI — except, in each case, to the extent the Claim is caused solely by TOWR's own gross negligence or willful misconduct. Upon a Claim, TOWR will give Venue notice and Venue will, at its expense, assume the defense with counsel reasonably acceptable to TOWR; TOWR may participate with its own counsel at its own expense; and Venue shall not settle any Claim in a manner that imposes any liability, obligation, or admission on any Indemnified Party without TOWR's prior written consent. If Venue fails to promptly assume the defense, TOWR may defend or settle the Claim at Venue's expense. TOWR will indemnify and hold harmless Venue from third-party Claims only to the extent such Claims are caused solely by TOWR's own gross negligence or willful misconduct, and TOWR's indemnity is subject to the Limitation of Liability section. Venue shall, at its sole expense, maintain commercially reasonable insurance, including commercial general liability and (where applicable) cyber/data-breach coverage, adequate to support its obligations under this Agreement, and shall provide proof of such coverage upon TOWR's request. This provision, including Venue's indemnity for PII/CPNI and data-related Claims, shall survive the termination or expiration of this Agreement and is not subject to the cap set forth in the Limitation of Liability section.
24. **ATTORNEYS' FEES AND COSTS.** In the event of any litigation between the Parties arising out of or relating to this Agreement, the prevailing party is entitled to recover from the other Party all related costs and reasonable attorneys' fees incurred, including but not limited to all investigations, trials, bankruptcies, collections, and appeals.
25. **LIQUIDATED DAMAGES.** If Venue breaches this Agreement in a way that materially impacts the revenue TOWR would otherwise be expected to receive, and the breach continues for more than ten (10) days after Venue becomes aware or should have become aware of the breach, Venue shall owe to TOWR, as liquidated damages and not as a penalty, an amount equal to TOWR's average daily net share of offload revenue under this Agreement during the previous three (3)

full monthly accounting periods before the period when the breach began, for each day Venue remains in breach. This liquidated-damages remedy is independent of, and applies regardless of, any notice-and-cure period or termination right set forth elsewhere in this Agreement, and is in addition to and not in lieu of TOWR's other rights and remedies.

26. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, neither TOWR nor its officers, directors, members, managers, employees, agents, representatives, or its parent, subsidiary, related, or affiliated entities shall be liable to Venue or any third party for any indirect, incidental, special, consequential, exemplary, or punitive damages arising out of or relating to this Agreement, including but not limited to loss of profits, business, use, revenue, Earnings, goodwill, or data, even if advised of the possibility of such damages. In no event shall TOWR's total aggregate liability arising out of or relating to this Agreement, whether in contract, tort (including negligence), strict liability, indemnification, or otherwise, exceed the greater of (a) the total amount of revenue share actually paid to Venue under this Agreement during the twelve (12) months immediately preceding the event giving rise to such liability, or (b) one hundred dollars (\$100). The foregoing cap is the sole and exclusive limit on TOWR's monetary liability under this Agreement and applies to all causes of action and theories of liability in the aggregate. These limitations apply regardless of the form of action, are independent of and survive the failure of any limited remedy, and shall survive termination or expiration of this Agreement. Venue's indemnification obligations and liability under this Agreement are not subject to the foregoing cap or to the waiver of consequential damages.
27. **NO FINANCIAL REPRESENTATIONS.** Venue acknowledges that TOWR has not made any warranties, guarantees, or representations as to the actual offload traffic volume, Earnings, revenues, or expenses of the SignalUp service.
28. **BINDING EFFECT.** This Agreement shall bind the Parties, their personal representatives, successors, and assigns.
29. **CHOICE OF LAW.** In all respects, including matters of construction, validity, and performance, this Agreement and the obligations arising hereunder shall be governed by and construed in accordance with the substantive, procedural, and constitutional laws of the State of Louisiana applicable to contracts made and performed in such State, and any applicable law of the United States of America, regardless of other choice-of-law considerations.
30. **JURISDICTION; VENUE.** In any proceeding, action, or suit brought to enforce this Agreement, Venue expressly consents to the jurisdiction of the courts of the State of Louisiana over the person of Venue and to exclusive venue in St. Bernard Parish, Louisiana, unless said courts lack subject matter jurisdiction.
31. **CLASS ACTION WAIVER; NO JURY TRIAL.** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY IRREVOCABLY WAIVES (a) ANY RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION AGAINST THE OTHER PARTY IN ANY CAPACITY, AND (b) ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.
32. **TIME TO BRING CLAIMS.** Any action or proceeding by Venue arising out of or relating to this Agreement, its performance, or its breach must be commenced within twelve (12) months after the event giving rise to the claim, regardless of any longer limitations period provided by law, and any such claim not brought within that period is permanently barred.
33. **SEVERABILITY.** Each provision of this Agreement is severable. If any provision is determined to be invalid or contrary to existing or future law, such invalidity shall not impair the operation of or otherwise affect the remaining portions of this Agreement, which shall remain in full force and effect and be construed as if the invalid provision had been omitted and reformed with the closest enforceable language available. If any provision is unenforceable due to an excessive time period, the Agreement shall be reformed to the longest duration that would be enforceable.
34. **SURVIVAL.** The Parties' rights and obligations which by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, including without limitation those relating to compensation accrued, confidentiality, disclaimer of warranties, assumption of risk, data security and PII/CPNI, indemnification, insurance, remedies for breach, liquidated damages, limitation of liability, time to bring claims, dispute resolution, and governing law, shall survive termination, cancellation, or expiration of this Agreement.
35. **SUCCESSORS AND ASSIGNS.** Venue may not assign its rights or obligations under this Agreement without TOWR's express written consent, which consent may be withheld for any reason or no reason in TOWR's sole discretion. TOWR may freely assign, transfer, or delegate this Agreement, in whole or in part, and any of its rights or obligations hereunder, at any time and for any reason or no reason — including without limitation to any affiliate, related entity, parent, subsidiary, or other limited liability company or entity under common ownership or control, and including in connection with any reorganization, restructuring, sale, merger, or conveyance of its company or assets — without notice to or further consent of Venue. Venue hereby irrevocably consents in advance to any such assignment by TOWR. Upon any such assignment, provided the assignee assumes TOWR's obligations arising after the effective date of assignment, TOWR shall be fully and unconditionally released and relieved from any and all further obligations and liabilities under this Agreement, whether arising before, on, or after the effective date of assignment, and Venue shall look solely to the assignee for performance. Whenever either Party is named or referred to herein, the heirs, executors, legal representatives, successors, successors-in-title, and assigns of such Party ("Successors") shall be included, and all covenants and agreements shall bind and inure to the benefit of their respective Successors.
36. **UPDATES TO TERMS AND CONDITIONS.** VENUE HEREBY ACKNOWLEDGES AND AGREES THAT TOWR MAY UPDATE THESE TERMS AND CONDITIONS AT ANY TIME BY POSTING THE CHANGES ONLINE AND NOTIFYING VENUE VIA U.S. MAIL, EMAIL, OR FAX. VENUE MAY OPT OUT OF ANY SUCH CHANGES BY SENDING TOWR

WRITTEN NOTICE OF SAME VIA CERTIFIED OR REGISTERED MAIL IN ACCORDANCE WITH THE NOTICE PROVISIONS HEREUNDER, WITHIN TWENTY-ONE (21) DAYS AFTER TOWR GIVES VENUE NOTICE OF THE CHANGE(S).

37. **NOTICES.** All notices, demands, requests, and other communications permitted or required hereunder ("Notice" or "Notices") must be in writing. The address for delivery of such notices to TOWR is: TOWR, LLC, 6565 Saint Claude Ave., Arabi, Louisiana 70032. The address for notices to Venue shall be its primary address as indicated in this Agreement, including the Venue Order Form or any addenda hereto. Either Party may designate a different notice address by giving the other Party written notice of same. Notice shall be deemed duly served if delivered in person to the individual or an officer of the company for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the Party giving notice.
38. **ENTIRE AGREEMENT.** Except as expressly provided herein, this Agreement contains the entire understanding among the Parties and supersedes any prior understandings and agreements between them. This Agreement may otherwise only be modified with a writing signed by both Parties.
39. **INDEPENDENT CONTRACTORS; NO AGENCY.** The Parties are independent contractors. Nothing in this Agreement creates or shall be deemed to create a partnership, joint venture, agency, franchise, employment, or fiduciary relationship between the Parties. Neither Party has any authority to bind, act for, incur obligations on behalf of, or make any representation or commitment on behalf of the other Party, and neither Party shall hold itself out as having any such authority. Each Party is solely responsible for its own personnel, taxes, and obligations.
40. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is for the sole benefit of the Parties and their permitted successors and assigns, and except for the Indemnified Parties and TOWR's carriers, networks, and upstream vendors and partners (who are intended beneficiaries solely of the provisions expressly benefiting them), nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement. No end user, customer, or other third party shall have any right to enforce this Agreement.
41. **VOLUNTARY AGREEMENT; OPPORTUNITY TO CONSULT COUNSEL.** Venue acknowledges and agrees that it has carefully read this Agreement and the Terms and Conditions, fully understands their terms, and has had the opportunity to consult with legal counsel and other advisors of its own choosing regarding this Agreement before signing. Venue enters into this Agreement freely and voluntarily, without reliance on any representation, promise, or inducement not expressly set forth herein. The Parties agree that this Agreement shall be deemed to have been jointly drafted and negotiated, and that any rule of construction resolving ambiguities against the drafting Party shall not apply in interpreting this Agreement.
42. **COUNTERPARTS; ELECTRONIC SIGNATURES.** This Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitute one and the same instrument. The Parties agree that this Agreement may be executed and delivered by electronic means, including electronic signature, and that electronic signatures, copies, and records shall have the same legal force and effect as original handwritten signatures and paper records and are admissible as evidence of the Agreement to the same extent as a paper original.
43. **FORCE MAJEURE.** Neither Party will be liable for the failure to perform its obligations under this Agreement if such failure is due to acts or events beyond such Party's reasonable control, including by way of illustration but not limitation, failures or fluctuations in equipment, electrical power, utilities, telecommunications equipment, carrier networks, malfunctions or deficiencies in hardware or software, third-party nonperformance, epidemic or pandemic of infectious disease, acts of God or public enemy, acts of government, civil disobedience, lock-outs, freight embargoes, or terrorism, if such failure could not have been prevented by reasonable precautions and cannot reasonably be circumvented through alternative sources or plans, provided the affected Party gives prompt written notice and uses commercially reasonable efforts to mitigate. Nothing in this paragraph shall relieve Venue of any payment obligations to TOWR or permit delay of same, nor shall it relieve Venue of its obligations to maintain the physical security of, and refrain from tampering with, the access points and the Venue Network.
44. **FURTHER ASSURANCES.** Each Party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments, and documents, as the other Party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement.
45. **WARRANTY OF AUTHORITY AND NON-INTERFERENCE.** Venue warrants that it has full legal authority to enter into this Agreement and that its performance hereunder, including permitting the installation and operation of access points and the provision of the SignalUp service on its network, will not breach, conflict with, or violate (1) any prior contract for carrier data-offloading or comparable Wi-Fi monetization services at the Site(s) (or, if such a prior contract exists, that it has been fully performed or released and the other party has no further obligations under it); (2) any lease, sublease, license, or other occupancy or property agreement governing the Site(s), including any landlord, property manager, or association restriction on equipment, alterations, network use, or third-party services; (3) any managed service provider (MSP), IT service, network management, or similar agreement covering the Venue Network; or (4) any internet service provider (ISP), telecommunications, or connectivity agreement or acceptable-use or terms-of-service policy applicable to the Site(s), including any restriction on resale, sharing, commercial use, or third-party access to the internet connection. Venue is solely responsible for obtaining any landlord, MSP, ISP, or other third-party consent or waiver that may be required, and agrees to indemnify, defend, and hold harmless TOWR from any and all claims or liability arising out of this warranty of authority and non-interference.

END TERMS AND CONDITIONS — Effective June 17, 2026