

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the “MSA” or “Master Agreement”), made and entered into by and between “Customer,” and OMNI RTLS 1 LLC, a Missouri Limited Liability Company, hereinafter called “OMNI”. Customer and OMNI may be referred to herein individually as a “Party” and shall collectively be referred to herein as the “Parties.” This Master Agreement (“MSA”) shall become effective on the date reflected on the executed Service Invoice between OMNI and Customer (the “Effective Date”).

This Master Agreement states the general terms and conditions by which OMNI will deliver, and Customer will receive any or all of the services provided by OMNI. The specific services, equipment and products to be provided shall be detailed in an associated Service Invoice (the “Service Invoice”). This Master Agreement is intended to cover any and all services ordered by Customer and provided by OMNI in connection with any agreement between the parties that incorporates the terms of this Master Agreement (collectively, the “Services”). Customer may use services only for authorized and lawful purposes.

RECITALS

Customer desires to use the OMNI Real Time Location System (the “Software”) as well as such other services as are described in Service Invoice between OMNI and Customer, and which incorporate the terms of this Master Agreement; and

Subject to the terms of this Master Agreement and applicable Service Invoice, OMNI is agreeable to provide the Services to Customer. Customer may use the Services only for authorized and lawful purposes.

NOW, THEREFORE, Customer and OMNI, in consideration of mutual conditions and covenants hereinafter described, do agree as follows:

1. **Definitions:** As used herein and in applicable Service Invoices, the following words will have the following meaning:
 - a. “Application” means a computer program designed to perform specific functions for users.
 - b. “Confidential Information” means either “OMNI Confidential Information” or “Customer Confidential Information” as defined in Sections 21(a) and 21(b).
 - c. “Customer Data” means information provided by Customer or its End Users for storage of OMNI Facilities.
 - d. “Cyber-Security Event” means an act or attempt, successful or not, to gain unauthorized access to, disrupt or misuse OMNI Facilities or any information stored on OMNI Facilities.
 - e. “ARC” means Annual Recurring Charges.
 - f. “MSA” means this Master Services Agreement.

- g. "Network" has the meaning provided in Section 2.
- h. "Network Facilities" has the meaning provided in Section 3.
- i. "NRC" means non-recurring charges.
- j. "Registered End User" is a customer or user that has registered with OMNI to receive and use the Services from OMNI.
- k. "Services" means the services OMNI will provide to Customer as described in the applicable Service Invoice.
- l. "Service Invoice" means any written agreement between Customer and OMNI that incorporates the terms of this Master Agreement.
- m. "Service Level Agreement" ("SLA") shall have the meaning as set forth in Section 3.
- n. "Software" means the OMNI Real Time Location System and other such programs or other operating information used by a computer to perform functions.
- o. "Third Party Supplier" means persons or companies engaged by OMNI to provide software, hardware or services to OMNI.

3. **Installation and Interconnection of Services:** Unless otherwise provided elsewhere in this MSA or any Service Invoice, OMNI will provide, install, repair, and maintain the network facilities such as equipment, cable, software, servers, or facilities provided by OMNI or its licensors ("OMNI Facilities"), pursuant to the terms of this MSA or any Service Level Agreement ("SLA") between Customer and OMNI. Customer may not rearrange, move or disconnect the OMNI Facilities, and is responsible for any damage to or loss of OMNI Facilities or interruption of the Services caused by Customer's conduct or that of its agents and employees. OMNI has no obligation to install, maintain or repair any equipment owned or provided by Customer, except as may be specifically provided in a Service Invoice. If Customer's equipment is incompatible with OMNI's Facilities or the Services, Customer is responsible for any special interface equipment or facilities necessary to ensure compatibility. Customer is responsible to ensure that its equipment does not interfere with the provision of or functionality of the Services to Customer or other parties with whom OMNI contracts. If, in responding to a Customer initiated service call, OMNI reasonably determines that the cause of such service call is a failure, malfunction or inadequacy of Customer-provided facilities, equipment or software, Customer will pay OMNI for such service call at OMNI's then prevailing rates.

4. **Changes.** OMNI may reconfigure, reprogram, substitute, rearrange or otherwise change any OMNI Facilities or its Services, whether such OMNI Facilities are on the Customer's premises or otherwise, at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided to the Customer without the Customer's knowledge or consent. Except as may be provided in a Service Invoice (or a Service Level Agreement pertaining to the Service Invoice), OMNI will use its best efforts to provide a reasonable notice to the Customer of not less than five (5) business days of any planned timing of any changes, reconfiguration, rearrangement, or reprogramming of the Services and OMNI Facilities, whether located on OMNI's premises or Customer's premises. Further, OMNI shall

employ reasonable efforts to perform such activities at a time that is agreeable to the Customer (except where emergency conditions exist or where such change is required by a governmental agency or other authority to take place immediately).

5. **Term:** Subject to the termination provisions herein, the initial term for each service will commence and end on the dates indicated in the applicable Service Invoice (“Contract Term”). Thereafter, Contract Term will automatically renew for successive one (1) year terms unless terminated by either party, upon no less than thirty (30) days written notice prior to the end of the initial or renewal Contract Term, or unless otherwise specified in the Service Invoice. This Master Agreement shall continue until terminated by written notice as provided herein. Upon termination of this Master Agreement, all rights of Customer to receive services from OMNI will automatically cease.

6. **Service Rates and Fees:** All services and associated costs will be outlined on the Service Invoice. Upon completing provisioning, installation and testing of the OMNI Facilities needed to provide services ordered by Customer, OMNI will notify Customer that the Services are available for Customer’s use. OMNI’s fees for Services do not include any governmental taxes or tax-related charges, fees, surcharges or other amounts assessed by any government, which may be incurred in connection with services to be provided hereunder, all of which shall be paid by Customer. Any installation charges or other non-refundable Non-Recurring Charge (“NRC”) to be billed one time.

OMNI reserves the right to recover any additional installation charges accrued during installation. Customer shall pay in full all hardware and equipment prior to installation. Customer shall purchase and pay in full the Software after hardware installation. Any payment not received within thirty (30) days of the invoice date will accrue interest at a rate of one and one-half percent (1½%) per month, or the highest rate allowed by applicable law, whichever is lower. Any Missed payment shall result in Customer being prohibited from using the Software until any delinquent payment, plus interest, are paid in full.

7. **Early Termination Charges:** If (a) Customer terminates this MSA or any Service Invoice, prior to the Contract Term, for reasons other than for Cause; or (b) OMNI terminates this MSA or any Service Invoice pursuant to Sections 13 or 14, then Customer will pay, within thirty (30) days after such termination, the following with respect to the terminated Service Invoice, or with respect to all Service Invoices if the MSA is terminated: (i) all accrued but unpaid charges incurred through the date of such termination; and (ii) the cost of all equipment, including computer servers, cables, software, or other such devices requested in a Service Invoice between Customer and OMNI, that remain unpaid as of the date of termination. In the event of termination by either Party (except for termination by Customer for Cause), Customer shall not be entitled to reimbursement of fees already paid to OMNI. If Customer terminates a Service Invoice and enters into a new Service Invoice within ninety (90) days of such termination, then payment of the amounts set forth above will be offset against the MRCs to be charged over the term of the new Service Invoice. If Customer desires to cancel a Service Invoice prior to the Firm Invoice Confirmation by OMNI notifying Customer that the Services are available for Customer’s use, the following conditions apply: (I) where a Service Invoice is canceled by the Customer prior to the start of any design work or installation of facilities, no charge applies; (II) when a Service that requires design work is canceled after the design work has begun, OMNI may collect charges equal to the cost incurred for the design work time and materials to date of the termination (for OMNI employees that do such work, the charges will be calculated at OMNI’s standard rates for such work); and (III) if cancellation is requested after installation work has begun, OMNI may collect charges equal to the cost incurred for the installation work

based on a time and materials basis (for OMNI employees that do such work, the charges will be calculated at OMNI's standard rates for such work).

8. **Limitation of Liability:** The total liability of OMNI and its agents, employees, and licensees to Customer in connection with this MSA and any Service Invoice, for any and all causes of actions and claims, including, without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts, shall be limited to the lesser of: (a) direct damages proven by Customer; or (b) the amount paid by Customer to OMNI under the applicable Service Invoice for the Contract Term immediately prior to the accrual of the most recent cause of action or claimed breach. In no event shall OMNI be liable for special, punitive, consequential or incidental damages, including without limitation, lost revenue, profits or other benefit whether by tort, contract, or otherwise.

9. **Force Majeure:** Neither party is liable for any failure of performance if such failure is due to any cause or causes beyond such party's reasonable control, including without limitation, acts of God, fire, explosion, vandalism, cable cut, a Cyber-Security Event, adverse weather conditions, governmental action, labor difficulties and failures or delays of supplier-provided equipment or services. Customer's invocation of this clause shall not relieve Customer of its obligation to pay for any Services actually received. In the event such failure continues for 60 days, the other party may terminate the affected portion of the Services.

10. **Assumption of Risk:** Customer recognizes that use of OMNI's property and OMNI's Facilities shall be at its own risk, and therefore, expressly assumes any risk arising from the use of any of the Services. Under no circumstances will OMNI be responsible for any data loss, damage to person or property, or other such loss by Customer due to Customer's use of the Services or equipment provided by OMNI.

11. **Intellectual Property Rights.** This Master Agreement and any Service Invoice does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property except as expressly provided therein.

12. **Indemnity:** Customer agrees to indemnify, defend and hold harmless OMNI, its members, officers, directors, employees, agents, licensees, licensors, and other representatives of OMNI (the "OMNI Parties") from all losses, causes of action, claims or damages asserted by Customer or any third-party arising from Customer's use of the Services, Customer's breach of this Master Agreement, Customer's breach of any Service Invoice, Customer's violation of any third-party intellectual property right, or any and all claims of any kind by Customer's or its agents, or any act or omission of Customer in connection with any Service provided hereunder, including any claims for property damage, personal injury, loss of profits, loss of income, loss of data, or any other such claim. Subject to the limitation of liability provisions provided herein, OMNI agrees to indemnify, defend and hold harmless Customer from all losses or damages arising from or related to property damage caused by the gross negligence or willful misconduct of OMNI.

13. **Termination by OMNI:** OMNI may terminate this Master Agreement or any Service Invoice hereunder, or suspend Services (a) ten (10) days after written Notice of Customer's failure to pay any amounts due to OMNI within thirty (30) days of the invoice date, however, no advance notice or opportunity to cure will be required if a notice to terminate for failure to make payments had been given to Customer during the preceding twelve months; or (b) thirty (30) days (or such shorter time as permitted hereunder) after written Notice of Customer's breach of any other provision of the Master Agreement or Service Invoice or any law, rule or regulation governing the services, which breach is not cured within the time set forth in the Notice; or (c) thirty (30) days after written Notice that Customer has provided false

information to OMNI regarding the Customer's identity, creditworthiness, or its planned use of the services; or (d) on 30 days written Notice if there is no Service Invoice then in effect; or (e) upon no Notice if there is an emergency and OMNI deems such action as necessary in Invoice to protect the property and rights of OMNI.

14. **Termination for Cause:** Either Party may terminate this Master Agreement and any or all Service Invoices for Cause. "Cause" shall mean a breach by the other party of any material provision of this Master Agreement or Service Invoice, provided that written Notice of the breach has been given to the breaching party, and the breach has not been cured within thirty (30) days after delivery of such notice, unless a shorter time period is provided herein or in the applicable Service Invoice, in which case that time period will apply.

15. **Effect of Termination.** If this MSA or a Service Invoice is terminated, then, regardless of the termination: (i) the rights granted by OMNI to Customer and its End Users will immediately cease; (ii) Customer will immediately delete any Software on its computers; (iii) OMNI will delete any customer Application and any Customer Data from its computers; and (iv) upon request, each party will use commercially reasonable efforts to return or destroy all other Confidential Information of the other party, except OMNI may elect not to delete and may withhold returning Customer Data or Confidential Information until it has been paid in full.

16. **Assignment:** Customer shall not assign, pledge, transfer or otherwise convey all or any part of the rights and privileges granted by this Master Agreement, any Service Invoice in any manner without prior written consent of OMNI, which consent it will not unreasonably withhold. Any transfer by merger, consolidation or liquidation of Customer, or any change in the ownership of or power to vote the majority of its voting rights (whether effected in one or more transactions or events occurring over any twelve-month period of time) shall constitute an assignment for purposes of this Section. Customer may enter into agreements with other parties for transport circuits on terms consistent with this Master Agreement.

17. **Taxes:** Each party shall be responsible for its own federal, state and local taxes, assessments, fees, surcharges and other financial impositions. Notwithstanding the foregoing, Customer agrees that if there is any tax payable by it, but which is to be collected by OMNI which OMNI does not collect for any reason, upon assessment thereof by the applicable taxing agency, and demand by OMNI, Customer shall immediately remit the same to OMNI or the agency, as directed by OMNI, even if such assessment arises after the termination of this Master Agreement or the applicable Service Invoice.

18. **Representations and Warranties:**

(i) Each party represents and warrants that it has full power and authority to execute, deliver, and perform its obligations under this Master Agreement and each Service Invoice. (ii) OMNI represents and warrants to Customer that any services provided hereunder or under a Service Invoice will be performed in a manner consistent with that of other reputable providers of the same or similar services in the same locality. OMNI does not warrant that its system or the services to be provided by OMNI will be error-free or uninterrupted.

EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS MASTER AGREEMENT, OMNI MAKES NO REPRESENTATIONS OR WARRANTIES FOR IT OR ITS UNDERLYING SERVICES AND EQUIPMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE INSTALLATION, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PURPOSE OF ANY PORTION OF THE

NETWORK OR ANY SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.

19. **Approval of Service Invoices and Addenda.** Upon request of specific services by Customer, OMNI will prepare and submit to Customer a Service Invoice (and attachments or addenda) describing the services, terms of services and fees for such services.

a. If OMNI provides the Service Invoice and related documents through a “click and accept” procedure, then by clicking “I Agree”, “OK” or a similar term, Customer acknowledges that it has read and accepted the terms and conditions of the Service Invoice and related documents and that the person responding to the proposal had the authority to do so.

b. If the proposed Service Invoice is not signed by Customer or not approved through the “Click and accept” process described above, the Service Invoice (and its attachments and addenda) will still be binding upon Customer from and after the receipt and use of the Services by Customer.

c. Any changes to the proposed Service Invoice that are submitted by Customer will be binding on OMNI only if approved in writing by OMNI.

20. **Use of Name and Trademarks:** Customer shall not use any name, logo or service mark of OMNI in marketing services to others without the express written consent of OMNI. OMNI shall be permitted to use Customer’s name in its marketing materials, to the extent permitted by law, but shall not use the logo, service mark, or trademark of Customer without the express written consent of Customer.

21. **Confidentiality:**

a. Customer shall treat all information and data received from OMNI or the OMNI Parties, which is marked as “confidential”, or would normally under the circumstances be considered confidential information (“OMNI Confidential Information”) as confidential. Without limiting the foregoing, personally identifiable information of OMNI, its Registered End Users, agents, employees, customers, and vendors will be deemed Customer Confidential Information.

b. OMNI will treat all information and data received from Customer or its Registered End Users which is marked as confidential or would normally under the circumstances be considered confidential information (“Customer Confidential Information”) as confidential. Without limiting the foregoing, personally identifiable information of Customer or its agents will be deemed Customer Confidential Information.

c. Except as provided herein, each party will use the other party’s Confidential Information only for the purpose of providing or receiving the Services. Except as provide herein, neither party will disclose the other party’s Confidential Information to any person other than employees, agents, OMNI’s Third-Party Suppliers, and professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will further ensure that its employees, agents and professional advisers who receive such Confidential Information will maintain the confidentiality of that information to the same extent as the receiving party is required to do hereunder.

d. Either party may disclose Confidential Information that (i) is independently developed by the recipient, (ii) is rightfully given to the recipient by a third party without confidentiality obligations, (iii) becomes public through no fault of the recipient, or to the extent required by applicable law. If disclosure is required by applicable law, the recipient shall use commercially reasonable efforts to promptly notify the other party of such disclosure before such disclosure. Notwithstanding the foregoing, the recipient may disclose the requested information if refusal would: (a) result in a violation of law; (b) obstruct a governmental investigation; and/or (c) lead to death or serious physical harm to an individual

e. Notwithstanding any provision to the contrary in this MSA, OMNI may also disclose Confidential Information or non-confidential documents which it deems advisable upon advice of counsel to disclose such information pursuant to any local state or federal law or court Invoice, or any other applicable public disclosure requirement. In connection with any such disclosure OMNI agrees to provide the Customer seven (7) days written notice of impending release, provided that all liabilities or expenses incurred in connection with the non-disclosure or any applicable litigation shall be borne by the Customer, including any damages, penalties, attorneys' fees, or costs awarded by reason of having opposed disclosure, and further provided that OMNI shall not be liable for any release which is either compelled by process of law, or where notice was provided and Customer took no action to oppose the release of information or documents.

f. The mutual confidentiality obligations in this Section 21 will survive termination of this Agreement.

22. **Third-Party Suppliers.** OMNI may engage Third Party Suppliers to provide parts of the Services or equipment to Customer. OMNI will ensure that its Third-Party Suppliers will only access and use Customer Data in accordance with the terms of the applicable Service Invoice. Customer consents to OMNI subcontracting the processing of Customer Data to Third Party Suppliers. At the written request of the Customer, OMNI will provide additional information regarding Third Party Suppliers and their locations.

23. **Governing Law:** This Master Agreement, and the Service Invoices are governed by and subject to the laws of the State of Missouri, excluding its principles of conflicts of law.

24. **Attorneys' Fees:** If either party commences litigation to enforce or interpret the terms of this Master Agreement, the prevailing party shall be entitled to reimbursement of its costs and attorneys' fees from the other party.

25. **Remedies not Exclusive:** The remedies provided in this Master Agreement, or a Service Invoice shall be in addition to all other remedies to which OMNI may be entitled at law or in equity, including without limitation the right to recover unpaid amounts with interest at the applicable statutory judgment rate, but accruing from the date initially due.

26. **Jurisdiction; Venue:** The Parties consent to the personal jurisdiction of the courts of the State of Missouri for any litigation concerning, arising out, or relating to this Master Agreement or a Service Invoice. Venue for any lawsuit arising out of or relating to this MSA or the Services shall be brought in the Circuit Court of Greene County, Missouri. The parties agree not to claim that Missouri is an inconvenient forum. **The Parties expressly waive any right to a trial by jury of any claims arising for or relating to this Agreement or OMNI's Services.**

27. **Waivers:** No waiver of any provision or breach of this Master Agreement or a Service Invoice shall be effective unless such waiver is in writing and signed by the waiving party and any such waiver shall not be deemed a waiver of any other provision of or any other breach of this Master Agreement or a Service Invoice.

28. **Notices:** As used herein a “Notice” is a notice, request, demand or other communication given by one party to the other which is required or may be given pursuant to the terms of this Master Agreement, a Service Invoice. Such Notices shall be in writing and shall be deemed to have been duly given on the earlier of (i) on the date of delivery if personally delivered by hand, (ii) upon the third day after such notice is (a) deposited in the United States mail, if mailed by registered or certified mail, postage prepaid, return receipt requested, or (b) sent by a nationally recognized overnight express courier, or (iii) by facsimile or by email upon written confirmation (other than the automatic confirmation that is received from the recipient’s facsimile machine) of receipt by the recipient of such notice. Such addresses and numbers may be changed, from time to time, by means of a notice given in the manner provided herein.

29. **Survival.** All provisions of this Master Agreement, which by their nature should survive termination, will survive termination or expiration of this Agreement and any applicable Service Invoice. Without limiting the foregoing, the Sections herein entitled Limitation of Liability, Indemnity, Use of Name and Trademarks, and Confidentiality shall survive termination or expiration of this Agreement or the applicable Service Invoice.

30. **Entire Agreement:** This Master Agreement and any addendums, attachments, Service Invoices and other documents incorporated herein constitutes the entire agreement between the parties with respect to its subject matter and supersedes all other representations, understandings or agreements that are not expressed herein, whether oral or written. Except as otherwise set forth herein, no amendment to this Master Agreement shall be valid unless in writing and signed by both parties. In the event of any inconsistency between the terms contained in this Master Agreement and any specific provisions of the Service Invoice, the terms of the Service Invoice shall prevail. References herein to exhibits mean exhibits to this Master Agreement and to the Service Invoices unless the context indicates otherwise.