InteropOne Master Services Agreement

This InteropOne Master Services Agreement (the "**Agreement**") is entered into by and between BK Technologies, Inc. ("**BK Technologies**") and the Customer specifically identified on the Order Form ("Customer") as of the date the Order Form is signed by Customer and accepted by BK Technologies. Each of BK Technologies and Customer may be referred to as "**Party**" and collectively as "**Parties**."

In consideration of the mutual covenants and promises set forth herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions**.

1.1. "**Aggregated Statistics**" means data and information related to Customer's use of the Services that is used by BK Technologies in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

1.2. "**Authorized User**" means Customer's employees, consultants, contractors, and agents (a) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (b) for whom access to the Services has been purchased hereunder.

1.3. "**BK Technologies IP**" means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, BK Technologies IP includes Aggregated Statistics and any information, data, or other content derived from BK Technologies' monitoring of Customer's access to or use of the Services but does not include Customer Data.

1.4. "**Content**" means the messages, communications, links, and all other data, text, images, intellectual property, sound files, electronic communications, material, or information transmitted by Customer and its Authorized Users during the use of or through the Services.

1.5. "**Customer Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.

1.6. "**Documentation**" means BK Technologies' user manuals, handbooks, and guides relating to the Services provided by BK Technologies to Customer either electronically or in hard copy form.

1.7. "**Order Form**" means the document specifying, without limitation, the scope, Fees, and Services. The Order Form is incorporated into this Agreement by reference.

1.8. "**Service Plan**" means the packaged service plan(s), including tiers, detailed in Exhibit A and the functionality and services associated therewith.

1.9. "**Services**" means the services set forth in an Order Form.

2. **Services**

2.1. <u>Generally</u>. Subject to and conditioned on Customer's payment of Fees and compliance with all other terms and conditions of this Agreement, BK Technologies will use commercially reasonable efforts to perform the Services.

2.2. <u>License</u>. Subject to and conditioned on Customer's payment of Fees and compliance with all other terms and conditions of this Agreement, BK Technologies hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 11.10) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's own use and may not be sublicensed or resold.

2.3. <u>Responsibilities</u>. BK Technologies shall provide to Customer any necessary passwords and network links or connections to allow Customer to access the Services. Customer is responsible for all activities that occur under Customer's and any Authorized User's accounts. Customer will: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all use of the Services by Customer and any Authorized User; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and notify BK Technologies promptly after becoming aware of any such unauthorized access or use; and (iii) comply with all applicable local, state, federal, and foreign laws in using the Services. Nothing in this Agreement shall obligate BK Technologies to continue providing access to any Services beyond the date when BK Technologies ceases providing such Services to subscribers generally.

2.4. <u>Users.</u> The total number of Authorized Users will not exceed the number set forth in the applicable Order Form, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder.

2.5. <u>Documentation.</u> Subject to the terms and conditions contained in this Agreement, BK Technologies hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 11.10 license

to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

2.6.   Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (a) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (b) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation, except as permitted by Primary Users to allow Guest Users to use the Services; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (d) remove any proprietary notices from the Services or Documentation; or (e) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

2.7.   Suspension. Notwithstanding anything to the contrary in this Agreement, BK Technologies may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: (a) BK Technologies reasonably determines that (i) there is a threat or attack on any of the BK Technologies IP; (ii) Customer's or any Authorized User's use of the BK Technologies IP disrupts or poses a security risk to the BK Technologies IP or to any other Customer or vendor of BK Technologies; (iii) Customer, or any Authorized User, is using the BK Technologies IP for fraudulent or illegal activities; (iv) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (v) BK Technologies 's provision of the Services to Customer or any Authorized User is prohibited by applicable law; (b) any vendor of BK Technologies has suspended or terminated BK Technologies 's access to or use of any third-party services or products required to enable Customer to access the Services; or (c) in accordance with Section 4.1 (any such suspension described in subclause (a), (b), or (c), a "Service Suspension"). BK Technologies shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. BK Technologies shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. BK Technologies will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

2.8.   Retention/Deletion.   Upon termination of this Agreement, any messages, communications or other Content, transmitted through the Services shall be immediately deleted. After data has been deleted, retrieval of data will no longer be possible and BK Technologies shall cease to have any obligations for retention of such data.

2.9.   Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, BK Technologies may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between BK Technologies and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by BK Technologies. Customer acknowledges that BK Technologies may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that BK Technologies may (a) make Aggregated Statistics publicly available in compliance with applicable law, and (b) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

3.   **Customer Responsibilities**.

Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions.

4.   **Fees, Payment, and Expenses**.

4.1.   Fees. In consideration for the Services, Customer will pay to BK Technologies in the amounts and in accordance with the payment terms set forth in the Order Form ("Fees") without offset or deduction. All fees are nonrefundable, except as expressly otherwise set forth herein, and will be paid in U.S. dollars and exclude all applicable sales, use, and other taxes. Any fees that are not paid when due are subject to interest at one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid. Customer agrees to reimburse BK Technologies for all costs and expenses incurred by BK Technologies as a result of Customer's failure to pay fees when due, including any collection agency's fees, reasonable attorneys' fees, and arbitration or court costs. In the event of any dispute of an invoice, Customer shall notify BK Technologies in writing within fifteen (15) days of receipt of the invoice of the disputed amount and the reason for the dispute, and the Parties agree to negotiate promptly and in good faith a reasonable settlement of the disputed amount. Amounts not disputed within such fifteen (15) day period will be deemed valid and may not later be disputed. If Customer

fails to pay Fees when due and such failure continues for 30 days or more, BK Technologies may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full.

4.2.   Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on BK Technologies 's income. In the event that BK Technologies is required to collect or pay any tax for which Customer is responsible, BK Technologies will invoice Customer and Customer will pay such taxes and duties directly to BK Technologies unless Customer provides BK Technologies with a valid tax exemption certificate authorized by the appropriate taxing authority.

4.3.   Expenses. Customer shall reimburse BK Technologies for all reasonable expenses incurred in accordance with Services within thirty (30) days of receipt by the Customer of an invoice from BK Technologies accompanied by receipts and reasonable supporting documentation.

5.   **Confidentiality**.

5.1. Confidential Information Defined. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party.

5.2. Non-Disclosure Obligations. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (a) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (b) to establish a Party's rights under this Agreement, including to make required court filings.

5.3. Return/Destruction. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

6.   **Intellectual Property Ownership; Feedback**.

6.1.   BK Technologies IP. Customer acknowledges that, as between Customer and BK Technologies, BK Technologies owns all right, title, and interest, including all intellectual property rights, in and to the BK Technologies IP.

6.2.   Customer Data. BK Technologies acknowledges that, as between BK Technologies and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer, on behalf of itself and its Authorized Users, hereby grants to BK Technologies a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for BK Technologies to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics.

6.3.   Feedback. If Customer or any of its employees or contractors or any Authorized Users sends or transmits any communications or materials to BK Technologies by mail, email, telephone, or otherwise, suggesting or recommending changes to the BK Technologies   IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), BK Technologies is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to BK Technologies on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and BK Technologies is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although BK Technologies   is not required to use any Feedback.

7.   **Representations and Warranties, Limited Warranty, and Warranty Disclaimer**.

7.1.   Warranties by Both Parties. Each Party represents and warrants that: (a) it has full power and authority to enter into and perform this Agreement, and this Agreement is the valid and binding obligation of such Party, enforceable against such Party in accordance with this Agreement's terms; (b) the person signing this Agreement on such Party's behalf has been duly authorized and empowered to enter into this Agreement; and (c) it will perform its obligations or exercise its rights hereunder in conformance with all applicable laws, including, without limitation, those related to privacy and data security.

7.2.   Customer Representations and Warranties. Customer represents, warrants and covenants that: (a) Customer has all rights, consents, and licenses necessary to (i) provide the Customer Data to BK Technologies or permit the Services to process such Customer Data on Customer's behalf and (ii) grant the rights to use the Customer Data for purposes of performing the Services for Customer; (b) that neither the Customer Data nor BK Technologies' processing thereof (i) will infringe any patent, copyright, trademark, trade secret, or other intellectual property right or proprietary right; (ii) will not and does not violate the privacy, publicity, or other right of any third party; and (c) all Customer Data will be provided in a manner that complies with all applicable laws, rules and regulations.

7.3.   Content Representations and Warranties. By posting, sending, receiving, exchanging or otherwise transmitting the Content through or in connection with the use of the Services, Customer hereby represents and warrants that: (a) it is the owner of or has all rights, title and interests in and to the Content necessary to post, send, receive, view, exchange or otherwise transmit the Content through or in connection with the use of the Services; (b) the Content, Customer's posting, sending, receiving, exchanging or otherwise transmitting the Content through or in connection with the use of the Services, and BK Technologies' use of the Content and participant data does not infringe on the intellectual property, privacy or other rights of any third parties; and (c) the Content itself and the Customer's posting, sending, receiving, exchanging, viewing or otherwise transmitting the Content through or in connection with the use of the Services does not violate applicable laws or any standards or guidelines which BK Technologies may provide to Customer from time to time.   Customer acknowledges that BK Technologies manages the technical aspects of the Services and that the Services simply act as a passive conduit for the distribution and transmission of information, including the Content and Customer Data. Customer acknowledges that BK Technologies has no obligation to screen, preview or monitor such Content, but it may screen, investigate and remove Content if it becomes aware of any Content that BK Technologies deems in its sole and exclusive discretion to be illegal, obscene, defamatory, inappropriate, harmful or in violation of the BK Technologies standards or guidelines.   Customer agrees that under no circumstances will BK Technologies be liable in any way for any Content, including any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content sent, exchanged, received, viewed, posted or otherwise transmitted through or in connection with the use of the Services. BK Technologies reserves the right to suspend or cancel all Services for Customer in the event of any actual or alleged violation of this Agreement, improper use of the Services or inappropriate Content.

7.4.   EXCEPT FOR THE WARRANTY SET FORTH IN SECTIONS 7.1, and 7.2, THE BK TECHNOLOGIES IP IS PROVIDED "AS IS" AND BK TECHNOLOGIES HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. BK TECHNOLOGIES SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 7.1 AND 7.2, BK TECHNOLOGIES MAKES NO WARRANTY OF ANY KIND WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES, OR ANY CONTENT. WITHOUT LIMITING THE FOREGOING, NEITHER BK TECHNOLOGIES NOR ANYONE ASSOCIATED WITH BK TECHNOLOGIES REPRESENTS OR WARRANTS THAT THE SERVICES OR CONTENT WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES CONTENT, OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES OR CONTENT WILL OTHERWISE MEET CUSTOMER'S NEEDS OR EXPECTATIONS..

8.   **Indemnification**.

8.1.   BK Technologies Indemnification.

(a)   BK Technologies shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights, provided that Customer promptly notifies BK Technologies in writing of the claim, cooperates with BK Technologies , and allows BK Technologies sole authority to control the defense and settlement of such claim.

(b)   If such a claim is made or appears possible, Customer agrees to permit BK Technologies , at BK Technologies 's sole discretion, to (i) modify or replace the Services, or component or part thereof, to make it non-infringing, or (ii) obtain the right for Customer to continue use. If BK Technologies determines that neither alternative is reasonably available, BK Technologies may terminate this Agreement, in its entirety or

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with respect to the affected component or part, effective immediately on written notice to Customer.

(c)   This Section 8 will not apply to the extent that the alleged infringement arises from: (i) use of the Services in combination with data, software, hardware, equipment, or technology not provided by BK Technologies or authorized by BK Technologies in writing; (ii) modifications to the Services not made by BK Technologies ; or (iii) Customer Data .

8.2.   Customer Indemnification. Customer shall indemnify, hold harmless, and, at BK Technologies's option, defend BK Technologies from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (a) negligence or willful misconduct; (b) use of the Services in a manner not authorized by this Agreement; (c) use of the Services in combination with data, software, hardware, equipment, or technology not provided by BK Technologies or authorized by BK Technologies in writing; (d) modifications to the Services not made by BK Technologies, (e) violation of the warranties or obligations in Section 7.2 or 7.3, (f) violations of applicable law, or (g) any of the foregoing (a), (b), (c), (d), (e), or (f) by Customer's Authorized Users, provided that Customer may not settle any Third-Party Claim against BK Technologies unless BK Technologies consents to such settlement, and further provided that BK Technologies will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

8.3.   Sole Remedy. THIS SECTION 8.3 SETS FORTH CUSTOMER'S SOLE REMEDIES AND BK TECHNOLOGIES' SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

9.   **Limitations of Liability**.

9.1.   TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL BK TECHNOLOGIES OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES UNDER OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, BODILY INJURY OR DEATH, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, OR LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

9.2.   IN NO EVENT WILL BK TECHNOLOGIES; AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO BK TECHNOLOGIES UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS ARE CUMULATIVE AND NOT PER INCIDENT, AND SHALL APPLY EVEN IF THE CUSTOMER'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

9.3.   Exceptions. The foregoing limitations in Section 9.2 shall not apply to: (a) amounts payable by Customer to BK Technologies under this Agreement; (b) liability arising from Customer's representations and warranties in Section 7.2 and 7.3, (c) liability arising from the indemnification obligations in Section 8; (d) damages arising from a breach by Customer of Section 3 or Section 5; or (e) damages arising from a Party's gross negligence or willful misconduct.

9.4.   Allocation of Risk. Each Party acknowledges that the fees set forth in this Agreement reflect the allocation of risk between the Parties, including the disclaimer of warranties in Section 7.2, the exclusion of consequential and related damages in Section 9.1, and the limitation of liability in Section 9.2, and that the Parties would not enter into this Agreement without these limitations on its liability.

10.   **Term, Suspension, and Termination**.

10.1.   Term. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect ("**Term**").

10.2.   Order Form Term. Each Order Form entered into by the Parties shall designate the period of time during which Customer engages BK Technologies to perform the Services described in such Order Form ("**Order Form Term**"). Each Order Form executed prior to the end of the Term shall, unless terminated in accordance with this Agreement, remain in full force and effect in accordance with its terms, including the terms and conditions of this Agreement, which are by this reference incorporated into and made a part of each Order Form. To the extent that the Order Form Term with respect to any Services set forth in an Order Form extends beyond the Term of this Agreement, then this Agreement shall remain in full force and effect with respect to such Services until the expiration or termination of such Order Form.

10.3.   Termination. In addition to any other express termination right set forth in this Agreement:

(a)   BK Technologies may terminate this Agreement and/or any effective Order Form, in whole or in part, effective on written notice to Customer, if Customer: (i) fails to pay any

amount when due hereunder, and such failure continues more than 10 days after BK Technologies' delivery of written notice thereof; or (ii) breaches any of its obligations under Section 2.6 or Section 5;

(b)   either Party may terminate this Agreement and/or any effective Order Form, in whole or in part, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(c)   either Party may terminate this Agreement and/or any effective Order Form, in whole or in part, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

10.4.   Effect of Expiration or Termination of Agreement or Order Form. Upon expiration or earlier termination of this Agreement or an effective Order Form, in whole or in part, Customer's right to receive applicable Services will immediately terminate   and Customer shall immediately discontinue use of the BK Technologies IP and, without limiting Customer's obligations under Section 5, Customer shall delete, destroy, or return all copies of the applicable BK Technologies IP and certify in writing to the BK Technologies that the applicable BK Technologies IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

10.5.   Survival. This Section 10.5 and Sections 1, 2.6, 2.7 (last sentence), 2.8, 2.9 3, 4, 5 (for the term in 5.3), 6, 7.3 (second to last sentence), 7.4, 8, 9, 10.4, and 11 and any other provisions of this Agreement that by their nature are meant to survive the termination or expiration of this Agreement shall survive the expiration or termination of this Agreement.

11.   **General**.

11.1.   Marketing. BK Technologies may publicly refer to Customer as a Customer of BK Technologies, including on BK Technologies' website, marketing materials, and in sales presentations, and may use Customer's logo or other marks for such purposes.

11.2.   Entire Agreement Order of Precedence. This Agreement, together with any other documents incorporated

herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, any other documents incorporated herein by reference and the Terms of Use which govern the Services, the following order of precedence governs: (a) first, this Agreement, excluding its Exhibits; (b) second, the Exhibits to this Agreement as of the Effective Date; (c) third, any other documents incorporated herein by reference, and (d) the Terms of Use governing the Services.

11.3.   Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (a) upon receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section.

11.4.   No Telecommunications or Internet Services. Customer acknowledges and agrees that Customer's and its Authorized Users' use of the Services may be dependent upon access to telecommunications and Internet services. Customer shall be solely responsible for acquiring and maintaining all telecommunications and Internet services and other hardware (unless otherwise set forth in the applicable Order Form) and software required to access and use the Services, including, without limitation, any and all costs, fees, expenses, and taxes of any kind related to the foregoing. BK Technologies shall not be responsible for any loss or corruption of data, lost communications, or any other loss or damage of any kind arising from any such telecommunications and Internet services

11.5.   Force Majeure. In no event shall BK Technologies be liable to Customer, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond BK Technologies' reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

11.6.   Independent Contractors. The Parties are independent contractors for all purposes and at all times. Neither Party nor any of its employees performing Services

shall be agents, employees, or representatives of the other Party. All matters of compensation and benefits and terms of employment for each Party's employees shall be solely a matter between that Party and its employees. Nothing contained herein shall be deemed or construed to create between the Parties hereto a partnership or joint venture or employment relationship. No Party shall have the authority to act on behalf of any other Party, or to commit, bind or contract the other Party in any manner or cause whatsoever or to make any representations, guarantees, or warranties on behalf of the other Party or to use any other party's name in any way not expressly authorized by this Agreement or expressly consented to in writing signed by the Parties. No Party shall be liable for any act, omission, representation, obligation or debt of any other Party, even if informed of such act, omission, representation, obligation or debt.

11.7. Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (a) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (b) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

11.8. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

11.9. Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Florida. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Florida in each case located in the city of Melbourne and County of Brevard, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

11.10. Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case

whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of BK Technologies. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

11.11. No Third-party Beneficiaries. Other than the indemnified parties set forth in Section 8, this Agreement benefits solely the Parties to this Agreement and their respective permitted successors and permitted assigns, and nothing in this Agreement, express or implied, confers on any other person (including any retailer or Customer) any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

11.12. Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US.

11.13. Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 5 or, in the case of Customer, Section 2.6, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

11.14. Interpretation. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires: (a) terms used in the plural include the singular and vice versa; (b) any reference to an "Exhibit" or a "Section" refers to an Exhibit, or a Section, as the case may be, of this Agreement; (c) the Exhibits hereto form part of this Agreement; (d) all references to this Agreement and the words "herein", "hereof", "hereto" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Exhibit, Section, or other subdivision; (e) all Section and Exhibit headings are for convenience only and shall not affect the interpretation or construction of this Agreement; (f) the words "including," "included" and "includes" mean inclusion without limitation; (g) the word "or" is not exclusive and shall have the meaning commonly ascribed to the term "and/or"; and (h) this Agreement has been jointly negotiated by the Parties hereto and their respective legal counsel, and any legal or equitable principles that might require or permit the construction of this Agreement or any provision hereof against the Party drafting this Agreement

shall not apply in any construction or interpretation of this Agreement.

11.15.   <u>Counterparts and Electronic Signatures</u>. The Parties agree that this Agreement and any subsequent writings, including amendments, may be executed and delivered by exchange of executed copies via E-mail or other acceptable electronic means, and in electronic formats such as DocuSign or other formats mutually agreeable between the Parties which preserve the final terms of this Agreement or such writing. A Party's signature transmitted by facsimile, E-mail, or other acceptable electronic means shall be considered an "original" signature which is binding and effective for all purposes of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same instrument binding all Parties notwithstanding that all of the Parties are not signatories to the same counterparts. For all purposes, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

EXHIBIT A

Service Plans and User Rights

- Fees

  o The Fees will be calculated as displayed on the Order Form and will be based on the Pricing Model and Tier selected, as well as any additional costs noted on the Order Form.

- Service Plan Options

  o A La Carte Prices
    - Each Primary User [InteropONEsvc-primary] - $300 annually
    - Each Standard User [InteropONEsvc-standard] - $60 annually
    - Each Guest Pass [InteropONEsvc-guest] - $10 per participating guest which shall last for up to 30 days upon use

  o Bundled Tiers

Bundled Tier	Primary Users	Standard Users	Guest Passes	Annual Price
InteropONEsvc-Bundle1	2	5	100	$1,500
InteropONEsvc-Bundle2	2	10	200	$2,500
InteropONEsvc-Bundle3	3	5	150	$2,100
InteropONEsvc-Bundle4	3	10	300	$3,500
InteropONEsvc-Bundle5	6	5	300	$4,000
InteropONEsvc-Bundle6	6	10	600	$6,600

  o Enterprise Tiers

Enterprise Tier	Maximum Seats*	Annual Price
InteropONEsvc-E25	25	$3,000
InteropONEsvc-E50	50	$6,000
InteropONEsvc-E100	100	$12,000
InteropONEsvc-E250	250	$28,500
InteropONEsvc-E500	500	$54,000

  * A seat can be filled with a Primary User, Standard User, or Guest User

  Please contact your BK Technologies Sale Representative if you have a need for maximum seats > 500.

- Service Plan Term and Changing Service Plan

  o Subject to the Order Form Term, Customer shall be locked into a Service Plan for one year starting on the execution date of the applicable Order Form.

  o Subject to the Order Form Term, Customer may change the Service Plan effective on the anniversary of an execution date of the Order Form by giving BK Technologies written notice at least 30 days prior to such anniversary of the Effective Date.

- Other Terms and Conditions

  o Additional Users. If Customer exceeds purchased limits per the Pricing Model, Customer shall owe the following fees:

- A La Carte

  - Pro rata costs of any Users added to the Services which are not contemplated in the Order Form. Costs for the Services are calculated for the entire month the User was added, regardless of when the User was added to the Services and shall extend until the next anniversary of the Effective Date.

- Bundles

  - Customer may upgrade any Bundled Tier during the term and Customer will be charged for any additional fees of the higher Bundled Tier which shall be prorated over the remaining term. Costs for the higher Bundle Tier are calculated for the entire month the bundle is increased, regardless of when the bundle was added to the Services and such bundle shall extend until the next anniversary of the Effective Date.

  - If Customer ever exceeds usage of the Bundle Tier, Customer shall pay for any excess usage as if the user was added under the A La Carte Model.

- Enterprise Tiers

  - Customer may choose to purchase multiple amounts of Enterpise Tiers at any time. If Customer purchases Enterprise Tiers during the term, Customer shall be charged for any additional fees at a prorated rate over the remaining term. Costs for any Enterprise Tiers purchased during the term are calculated for the entire month the tier is increased, regardless of when the Enterprise Tier was added to the Services and such tier shall extend until the next anniversary of the Effective Date

- User Rights in the Services

  - "Primary Users" means those Authorized Users which may use the Services and invite other Primary or Standard Users to use the Services. Primary Users may also invite guests to use the Services. Each participating guest will consume a Guest Pass.

  - "Standard Users" means those Authorized Users which may use the Services and invite other Primary or Standard Users to use the Services.

  - "Guests" mean those Authorized users which may only use the Services upon the invitation of a Primary User and only for upon the select services which Primary User has designated for the guest.