

SUPPLEMENTAL TERMS FOR STARLINK SERVICES AND STARLINK KIT

1. **AGREEMENT.** These Supplemental Terms for Starlink Services And Starlink Kit (“Supplemental Terms”) are incorporated by reference into and form part of the Agreement between Lessor and Lessee. All capitalized words used and not otherwise defined in these Supplemental Terms shall have the same meanings and definitions as those used in the Agreement. As used herein, “Agreement” shall mean, collectively, the Lease Quotation and Agreement between Lessor and Lessee and the Lease Terms and Conditions and Supplemental Lease Terms and Conditions located at <https://www.mobilemodular.com/contractterms>.

2. **STARLINK SERVICE.** The Equipment leased by Lessee under the Agreement has been equipped with a Starlink Kit purchased by Lessor from Speedcast Communications Inc. (“Speedcast”) a Starlink authorized commercial reseller. By equipping the Equipment with a Starlink Kit, Lessor is facilitating Lessee’s access to, use of and subscription to Starlink Services. LESSOR SHALL COLLECT FROM LESSEE THE CHARGES FOR THE STARLINK SERVICE AND WILL FACILITATE LESSEE’S SUBSCRIPTION TO THE STARLINK SERVICES. LESSOR SHALL BE RESPONSIBLE TO REMIT TO SPEEDCAST THE AMOUNTS DUE FOR THE STARLINK SERVICES. THE STARLINK SERVICES ARE PROVIDED BY STARLINK AND NOT LESSOR OR SPEEDCAST. LESSEE’S RIGHT TO USE THE STARLINK SERVICES IS SUBJECT TO COMPLIANCE WITH THE POLICIES THAT STARLINK POSTS ON THE STARLINK PORTAL LOCATED AT <https://www.starlink.com/legal?regionCode=US> AND TO THESE SUPPLEMENTAL TERMS. Lessee confirms that the Starlink Kit and Starlink Services as set out in Starlink Specifications are suitable for use in Lessee’s environment and use case, including meeting any Lessee regulatory or compliance requirements. These Supplemental Terms constitute the entire agreement between Lessor and Lessee concerning Starlink Kits and Starlink Services. Activation of Starlink Service Plans: Starlink Kit delivery timelines and approval for Service Activation is dependent on many factors, including Starlink regulatory approvals and network availability and they are therefore not guaranteed.

3. **STARLINK KIT AND INSTALLATION.** Lessee must ensure compliance with all applicable building codes, zoning, ordinances, business district or association rules, covenants, conditions, restrictions, lease obligations and landlord/owner approvals and requirements for the installation of the Starlink Kit, to pay any associated fees or other charges, and to obtain any permits and other authorizations necessary for the Starlink Services and the installation of the Starlink Kit. Lessee is responsible for charges associated with construction or alteration to Lessee property for installation of Starlink Kit and for restoration of the Site following termination of the Lease Quotation and Agreement. Lessee acknowledges and accepts potential risks associated with permanent rooftop installation, including, without limitation, with respect to any warranty that applies to Lessee roof or penetration of Lessee roof membrane.

4. **INTELLECTUAL PROPERTY, SOFTWARE LICENSE AND UPDATES.** Software, including subsequent updates, installed on Starlink Kit are not sold, only licensed to Lessee by Starlink on a non-exclusive, non-transferable, limited and revocable basis, for use only as installed on the Starlink Kit and subject to Software License and Usage Terms, and restrictions that Starlink posts on the Starlink Portal located at <https://www.starlink.com/legal?regionCode=US>. Starlink reserves all intellectual property rights and other rights and interests in the Starlink Kit, the Starlink Services, and the software, and neither Starlink nor Speedcast grant any other license except as expressly granted in such Software License and Usage Terms, and restrictions that Starlink posts on the Starlink Portal.

5. **PERMITTED USE.**

(a) Lessee acknowledges that Starlink is the provider of the Starlink Kit and Starlink Services and Lessee’s use must comply at all times with Starlink’s Permitted Use requirements which include the following:

(i) Lessee may not resell the Starlink Kit or the Starlink Service to any third party. For the avoidance of doubt, use of a Starlink Service and/or Starlink Kit as a community Wi-Fi or “hotspot” for third parties does not constitute resale of the Starlink Service.

(ii) Lessee’s use of any Starlink Service Plan is subject to usage restrictions imposed by Starlink including in relation to use in-motion and relocation of the Starlink Kit.

(iii) Lessee may not enable use of the Starlink Service by users or for uses that are prohibited under international trade controls or sanctions.

(iv) Lessee may not use Starlink Service for offensive or defensive military purposes, weaponry or other comparable end-uses.

(v) Lessee may not modify or customize the Starlink Kit or Starlink Service without Lessor’s prior written consent.

(vi) Lessee is advised that Starlink administers and enforces cybersecurity policies and procedures to identify and respond to incidents involving the Starlink Service or data, to mitigate the effects of any such incidents, document their outcomes, and notify appropriate stakeholders (including authorities and affected data subjects, as appropriate).

(vii) Lessee agrees not to use, or permit others to use, the Starlink Service (a) in violation of any applicable law or regulation, (b) in violation of the then current Starlink Acceptable Use Policy, or other policies available on the Starlink Portal located at <https://www.starlink.com/legal?regionCode=US>, (c) in a location which is in a location, in territorial waters or in ports where Starlink does not hold requisite licenses for the use or Activation of the Starlink Service or Starlink Kit (d) in ways which infringe the rights of others, or (e) in ways which interfere with the Starlink Service, or Starlink Kit or the Starlink network or other networks.

(viii) Lessee must comply and must ensure that its employees, customers, guests and other end-users comply with the terms of any third-party services (e.g., video streaming or gaming apps) that Lessee or Lessee's end-users subscribe to using Starlink Services.

(b) Lessee agrees to comply with all laws and regulations applicable or related to the use of the Starlink Service or Starlink Kit. In particular, Lessee will comply with and will be responsible for complying with all applicable laws and regulations in relation to the use of the Starlink Service, including but not limited to those related to telecommunications, privacy, copyright, website blocking, internet use by minors, data protection, rules on lawful intercept and government access to data related to the Starlink Services.

(c) Lessee shall obtain and maintain any government or other regulatory body licenses, permits or approvals necessary for the use of the Starlink Kit or the Starlink Service, and shall indemnify and hold Lessor, Speedcast and Starlink harmless against any cause of action or claim that may arise out of Lessee's failure to obtain or maintain such licenses, permits or approvals. If agreed between the parties, and where able to do so Lessor may assist in the provision of local licenses, for additional Charges payable by Lessee on a cost-plus basis.

(d) Lessee is Lessor's customer of record for the Lease Quotation and Agreement. Lessee is responsible for all acts or omissions of its end-users in relation to their use of or access to the Starlink Service.

6. SERVICES CHANGES, PAUSES, SUSPENSION, CANCELLATION AND TERMINATION

(a) Lessee acknowledges that Starlink reserves the right to change or discontinue Starlink Service Plans, prices, Starlink Kit versions, Starlink Service Specifications, and the terms of Permitted Use at any time. Charges may also be adjusted from time to time in response to currency fluctuations. Lessor will provide Lessee with a Service Plan Change Notice at least 30 days before any changes come into effect unless Starlink notifies Lessor that the relevant change or discontinuance will occur within 30 days, in which case, Lessor will endeavor to provide Lessee with as much Notice as is practicable in the circumstances. If such changes are not acceptable to Lessee, Lessee has the right to terminate any Starlink Service materially impacted by the change at the end of the month during which such Notice is served. Lessee will be deemed to have accepted any Service Plan Change Notice if Lessee continues to use the relevant Service Plan if Lessor does not receive within 30 days a Notice terminating the Starlink Service materially impacted by the change. The changes referenced in this clause have the potential to impact the total Charges invoiced by Lessor and payable by Lessee in relation to Starlink Services, whether through updates to MRC or Usage Based Charges.

(b) Unless stated to the contrary in the Lease Quotation and Agreement, Lessee and Lessor each have the right to cancel the Lease Quotation and Agreement as it relates to Starlink Services for convenience, without penalty or payment of an early termination fee, with effect from the last day of the month in which Notice of termination is served. Subsequent Re-Activations by Lessee are subject to network availability and a Reactivation Charge.

(c) Lessor and Speedcast may, at any time, without prior Notice, immediately terminate or suspend all or a portion of Lessee's access to the Starlink Service: (a) for a violation of the terms set out in this Agreement, including the Permitted Use requirements; (b) at the request and/or order from law enforcement, a judicial body, or other government agency; (c) due to unexpected technical or security issues or problems, including but not limited to a material malfunction of the Starlink network, software or hardware; (d) due to a failure to obtain or maintain the necessary governmental authorizations required in relation to the Starlink Service; (e) as a result of Lessee's participation in fraudulent or illegal activities; (f) as a result of Lessee's failure to pay any Charges owed for Starlink Service; and (g) if so directed by Starlink.

(d) For the avoidance of doubt, Lessee is not entitled to any refund in relation to the Starlink Kit for any Service which is Paused, suspended by Lessor, Speedcast or Starlink, or terminated in accordance with these Supplemental Terms.

7. FAIR USE AND DATA ALLOCATION

(a) Change to Service Plans and Fair Use Policy: Lessor may from time to time provide Service Plan Change Notices which will take effect, subject to Lessee's rights as set out in clause 6 above. Service Plan features are subject to frequent change by Starlink; Lessees will be given Service Plan Change Notices through an update to the Service Plan Table. Further Service Plan features are described in the Starlink Fair Use Policy found at the Starlink Portal located at <https://www.starlink.com/legal?regionCode=US>.

(b) Priority Data Access Allowance: Once Lessee traffic exceeds the applicable Priority Data Access Allowance specified in a Starlink Service Plan and Lessee has not elected to Opt-In, Starlink may limit access or throttle upload or download speeds (or both) for such Lessee traffic as described in the Service Plan Table. Lessee agrees to enroll in the 1TB Priority Fixed Land Plan with an automatic Opt-In to overages. All overages shall be billed to the Lessee at a charge of \$0.85 per gigabyte of data, which charge shall be subject to change.

8. LIMITED WARRANTY, DISCLAIMERS, REMEDIES AND LIABILITIES

(a) Limited Warranty. Lessee acknowledges that Starlink Kit and Starlink Service are novel, under development, and subject to change. Starlink will use reasonable efforts to facilitate that the Starlink Kit, at the time of delivery, and the Starlink Services, as performed, substantially meet performance goals set forth in the then current Starlink Specifications. Starlink performance goals will be amended by Starlink from time-to-time based on experience and innovation. Lessor provides this Starlink Limited Warranty to Lessee on a pass-through basis. Lessee must address any warranty claims in respect of Starlink Kit and Starlink Services to Lessor and not Starlink or Speedcast by contacting Lessor through the Lessor portal at <https://www.mobilemodular.com/contact-us/request-service>. Lessor will make a warranty claim on behalf of Lessee in accordance

with Starlink's then prevailing RMA processes and standards. Additional One-Time Charges in relation to the warranty claim including shipping costs and engineering costs may apply, at Lessor's discretion. Lessor may replace any Starlink Kit under a warranty claim from a pool of spares if available and on a first come first serve basis. Lessor may at its discretion offer Service Plans which enable earlier or guaranteed availability of replacement of defective Starlink Kits, upon the terms set out in such Service Plans.

(b) Exclusions and Force Majeure. Neither Starlink nor Lessor are responsible for damage to the Starlink Kit after delivery, or for Starlink Service malfunctions resulting from: (a) manual re-pointing of the antenna by Lessee without Lessor approval; (b) repair, modification, or disassembly of Starlink Kit by anyone other than Lessor or its authorized agent; (c) failure to follow Lessor or Starlink instructions, including by obstructing the Starlink Kit's field of view; (d) fire, flood, wind, lightning, earthquake, weather, or other acts of nature or God; (e) spills of food or liquids on Starlink Kit; (f) planned or emergency maintenance on the Starlink network; (g) problems arising from electrical power or network equipment; (h) misuse, abuse, accident, vandalism, alteration, or neglect of Starlink Kit; (i) normal wear and tear or deterioration, or superficial defects, dents, or marks that do not impact performance of the Starlink Kit; (j) use in combination with devices or software not provided or approved by Lessor; (k) inability to obtain or maintain necessary permissions, authorizations, or permits; or (l) events not reasonably within Starlink or Lessor's control.

(c) Limited Remedies. If Starlink Kit or Starlink Services fail to meet the limited warranty standard set out in clause 8(a) (Limited Warranty) a warranty claim may be made by Lessee to Lessor within 24 months from the Activation Date of the impacted Starlink Kit, and Lessor will work with Starlink to arrange for the cure of the discrepancy within 45 days, which (at Starlink's choice) may include replacing or repairing the Starlink Kit with a new, different or refurbished device or part. This replaced device will be covered by the limited warranty for the greater of 3 months or the remainder of the original warranty period.

(d) The remedies set forth in clause 8(c) (Limited Remedies) are Lessee's sole and exclusive remedies for breaches of warranty, service deficiencies, unavailability, and other breaches by Lessor and Starlink under the Agreement. For the avoidance of doubt, Starlink Services are best efforts only and do not include any committed information rate commitments or service levels which may be applicable to other Lessor products or Services purchased by Lessee.

(e) DISCLAIMERS. EXCEPT AS EXPRESSLY OTHERWISE SET OUT IN THIS CLAUSE 8 (LIMITED WARRANTY), LESSOR, SPEEDCAST AND STARLINK PROVIDE THE STARLINK KIT AND STARLINK SERVICES "AS IS," WITHOUT ANY EXPRESS WARRANTY OR REPRESENTATION. ALL IMPLIED WARRANTIES AND REPRESENTATIONS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED.

(f) LIMITATIONS OF LIABILITY. SUBJECT TO CLAUSE 8(h), BUT NOTWITHSTANDING ANY OTHER CLAUSE OF THESE SUPPLEMENTAL TERMS, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOODWILL OR BUSINESS PROFITS, LOST REVENUE, WORK STOPPAGE, LOSS OR CORRUPTION OF DATA, COMPUTER FAILURE, DATA SECURITY BREACH, MALFUNCTION OR ANY LOSSES ARISING OUT OF OR RELATED TO THE STARLINK SERVICE AND USE OF THE STARLINK KITS. EITHER PARTY'S LIABILITY TO THE OTHER UNDER THIS AGREEMENT FOR ANY INDIVIDUAL CLAIM OR ALL CLAIMS IN THE AGGREGATE WILL NOT EXCEED THE TOTAL AMOUNT PAID BY LESSEE UNDER THE IMPACTED LEASE QUOTATION AND AGREEMENT OVER THE SIX MONTHS PRECEDING THE CLAIM GIVING RISE TO THE LIABILITY. THE LIMITATIONS IN THIS CLAUSE WILL APPLY TO ANY CLAIMS OR DAMAGES ARISING OUT OF OR RELATED TO STARLINK SERVICE OR STARLINK KIT, INCLUDING ANY EXEMPLARY OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS INFORMED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE AND REGARDLESS OF WHETHER CLAIMS ARE ASSERTED BASED ON CONTRACT, STATUTE, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHER LEGAL OR EQUITABLE CLAIM OR THEORY PROVIDED, EXCEPT IF AND TO THE EXTENT THAT ANY LIMITATION VIOLATES APPLICABLE MANDATORY LAW THAT THE PARTIES CANNOT DEROGATE FROM BY WAY OF CONTRACT.

(g) ASSUMPTION OF RISK. LESSEE AGREES THAT USE OF THE STARLINK SERVICES AND THE STARLINK KIT, BY LESSEE AND LESSEE'S END-USERS, IS AT LESSEE'S SOLE RISK. STARLINK SERVICES ARE NOT SUITED OR INTENDED AS A MISSION-CRITICAL OR SAFETY-OF-LIFE SERVICE.

(h) Lessee will compensate and hold harmless Lessor, Speedcast and Starlink against all claims, liability, damages, costs, and expenses, including but not limited to reasonable attorneys' fees, arising out of use by Lessee or Lessee's end-users authorized by Lessee which is not a Permitted Use, or a breach of Lessee's obligations under clause 5 of these Supplemental Terms. Lessee's liability under this clause will be reduced proportionately to the extent that Lessor, its contractors or agents: (i) caused or contributed to the relevant claim, demand, loss, or damage; or (ii) failed to take reasonable steps to mitigate the relevant claim, demand, loss or damage.

9. CONFIDENTIALITY AND DATA PRIVACY

(a) The parties will keep confidential and will not use, divulge, or communicate any Confidential Information to any person other than to their respective officers, employees, accountants, lawyers or agents with a need to know or as required by law or court order. This undertaking shall not apply to information which is approved for release by prior written authorization by the party disclosing the Confidential Information. The confidentiality obligations contained in this Agreement shall survive for a period of three years following the termination of the Agreement.

(b) Each party further agrees, upon termination of this Agreement for whatever cause, to return to the other party on that party's request all documents and any materials received in connection with this Agreement containing any Confidential Information of the other party.

(c) Lessor shall comply with all reasonable requirements of Lessee in relation to the protection of personal data of Lessee's employees, contractors and customers received pursuant to this Agreement including but not limited to complying with Lessee's instructions regarding processing and protecting such personal data and not disclosing such data to any third party without Lessee's written consent.

(d) To the extent that Starlink processes Lessee personal information, it will be in accordance with Starlink published Privacy Policy located at <https://www.starlink.com/legal?regionCode=US>, as amended from time to time.

(e) Both parties will comply with all applicable data privacy laws.

(f) Lessee acknowledges that Starlink may access Starlink Kit remotely, for monitoring purposes.

10. DEFINITIONS

(a) "Activation Date" means in respect of Starlink Services, the date on which Starlink Services are activated by Lessor in the Starlink portal.

(b) "Affiliate(s)" means with respect to a party, an entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with that party.

(c) "Charges" means any of the fees or charges in relation to the Starlink Kit and Starlink Service as stated in the Lease Quotation and Agreement or otherwise charged to Lessee as Monthly Recurring Charges, Usage Based Charges, One Time Charges.

(d) "Confidential Information" means any and all data, information, or materials (whether in tangible or intangible form) that is disclosed by one party that is (a) marked in writing as confidential, (b) identified as confidential at the time of disclosure if disclosed orally, visually or by demonstration or (c) not marked as confidential if such information should reasonably be known by the recipient that it is considered confidential and excludes information which a party can demonstrate in the public domain, or lawfully in the possession of such party other than by way of a breach of this or any other agreement.

(e) "Monthly Recurring Charges" or "MRC", means a recurring monthly charge invoiced for provision of or a subscription to Starlink Services or for rental of Starlink Kit.

(f) "Notice" or "Notices" means updates, disclosures, policies, notices, and other information provided by a party to the other party in accordance with these Supplemental Terms and "Notified" is construed accordingly.

(g) "One-time Charges", or "OTC" means one-time charges for Starlink Kit chargeable in advance, unless otherwise set out in the Lease Quotation and Agreement including Charges for Activation, Reactivation and Pauses. Lessees who purchase an Upgrade will receive an OTC as further described in the Service Plan Table in the month following the processing of their Upgrade request.

(h) "Opt-In" means Lessee choice to accepted additional Priority Data Access Charges will apply to Lessee traffic which exceeds the Service Plan's Priority Data Access Allowance in accordance with these Supplemental Terms.

(i) "Pause" or "Paused" means the suspension by Lessee of a Starlink Service under a Service Plan under which temporary suspension is permitted.

(j) "Permitted Use" means use by Lessee of the Starlink Service and/or Starlink Kit(s) in accordance with the requirements set out in these Supplemental Terms.

(k) "Priority Data Access" means the priority network access which is given to enterprise customer data over consumer data in Starlink Service Plans up to the Priority Data Access Allowance attributable to a Starlink Service Plan.

(l) "Priority Data Access Allowance" means the allowance of Priority Data Access which is included in a Starlink Service Plan.

(m) "Priority Data Access Charges" means Usage Based Charges for Priority Data Access, invoiced monthly in arrears for Lessee data traffic in excess of the applicable Priority Data Access Allowance.

(n) "Re-Activation" means the Re-Activation of Starlink Kit which has been terminated by Lessee for convenience under these Supplemental Terms, or at the request of Lessee, following a Pause.

(o) "Re-Activation Charge" means a One Time Charge by Lessor for Re-Activation of a Starlink Service which has been Paused.

(p) "Service Plan Table" means the table provided by Lessor from time describing the features of the Service Plans for Starlink Services, as amended from time to time in accordance with these Supplemental Terms.

(q) "Starlink" means Starlink, Inc., and its Affiliates, the service provider of the Starlink Service and the OEM of Starlink Kit.

(r) "Starlink Kit(s) means one or more antennas, WiFi routers, power supply, mounts or accessories manufactured by or on behalf of Starlink or equipment prescribed by Lessor for use in association with a Starlink Service Plan, as described in the Lease Quotation and Agreement and intended for use in association with Starlink Services.

(s) "Starlink Service Plan" means each of the Starlink service plans provided by Starlink and selected by Lessee, as described in the Service Plan table and these Supplemental Terms, as may be updated or amended from time to time by Notice to Lessee. In cases where Starlink changes the name of a Starlink Service Plan without otherwise changing the functions and features of such plan, a formal Notice may not be issued but Lessor will make available a concordance of old and new Service Plan names for Lessee information only.

(t) "Starlink Specifications" means the specifications for the Starlink Services found at the Starlink Portal located at <https://www.starlink.com/legal?regionCode=US>.

(u) "Service Plan Change" means a change to a Starlink Service Plan effected by Starlink.

(v) "Service Plan Change Notice" means a Notification to a Lessee of a Service Plan Change in accordance with these Supplemental Terms.

(w) "Starlink Service" mean the two-way satellite-based internet service provided by Starlink and offered by Lessor to Lessee on a pass-through basis.

(x) "Upgrade" means a Lessee choice to upgrade to a Service Plan of a higher MRC than Lessee's then current Service Plan.

(y) "Usage Based Charges", means charges for any usage of Starlink Services which are assessed monthly based on Lessee's actual usage and billed in arrears, particularly in relation to Priority Data Access Charges for data use in excess of the Priority Data Access Allowance designated for a Service Plan.