

**FIRST AMENDMENT OF SOFTWARE LICENCE AND BILLING SYSTEMS SUPPORT AGREEMENT**

This amendment ("**Amendment**") is made effective this 6/21/2024 (the "**Effective Date**") by and among Telgoo5, Inc., ("**TELGOO5**"), Join Lifeline, LLC. ("**CLIENT**") and affects the Reseller Master Services Agreement ("**Agreement**"), April 28, 2023 between TELGOO5 and CLIENT. TELGOO5 and CLIENT are sometimes collectively referred to as the "**Parties.**" Capitalized terms contained in this Amendment and not otherwise defined in this Amendment shall have the respective meanings assigned to such terms in the Agreement.

**RECITALS**

WHEREAS, as parties agreed to specific contract terms and pricing in the Agreement and associated Statement of Work ("SOW") effective April 28, 2023.

WHEREAS, CLIENT officially amended its articles of organization with the state of California to change its legal name from Join LifeLine, LLC to Sequoia Wireless, LLC effective March 21, 2024.

NOW THEREFORE, for and in consideration of the premises and the mutual covenants contained in the Agreement, all associated SOW, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:


1. Amendment. Parties agree to the amend the Software License and Billing Systems Support and Statement of Work 1 to reflect the novation change from Join LifeLine, LLC to Sequoia Wireless, LLC effective March 21, 2024 with the state of California.
2. Execution. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Signatures to this Amendment may be given by electronic transmission, and such signatures shall be fully binding on the party sending the same.
3. Binding Effect. This Amendment is binding upon and shall inure to the benefit of the Parties and their respective heirs, successors and permitted assigns.
4. Severability. If any one or more of the provisions of this Amendment is held to be invalid, illegal or unenforceable, in whole or in part, or in any respect, then such provision or provisions only will be deemed to be null and void and of no force or effect and will not affect any other provision of this Amendment, and the remaining provisions of this Amendment will remain operative and in full force and effect and will in no way be affected, prejudiced or disturbed.
5. No Further Amendment. All other provisions set forth in the Agreement and all associated SOW shall remain in full force and effect.

*[signature page follows]*

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the Effective Date.

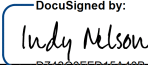
**TELGOO5:**

**Telgoo5, Inc.**

By:   
AC963DC8C5B141A...  
Name: Stuart Chowning  
Title: VP  
Date: 6/21/2024

**CLIENT:**

**Sequoia Wireless, LLC**

By:   
D743C0FFD15A40B...  
Name: Indy Nelson  
Title: CEO and Product Architect  
Date: 6/21/2024

**ADD CHANGE INFORMATION**

## SOFTWARE LICENSE AND BILLING SYSTEMS SUPPORT AGREEMENT

This Software License and Billing Systems Support Agreement (the "Agreement") is made as of this 4/28/2023 (the "Effective Date"), by and between Join LifeLine with Offices at 29034 westbourne Ct, Hayward CA 94541 (hereinafter referred to herein, "CLIENT"), on the one hand, and Telgoo5 Inc. a Delaware company with its principal address at 311 west 43rd street, New York, NY 10036 on the other hand ("TELGOO5"). CLIENT and TELGOO5 are referred to herein as the "Parties" and individually as a "Party." Capitalized terms used in this Agreement shall have the meanings assigned to them in Appendix A hereto.

WHEREAS, CLIENT desires to engage TELGOO5 to be its service provider to provide, among other things, certain license(s) to software, billing operations services, and billing support services more particularly described in the individual Statements of Work attached hereto.

WHEREAS, the Parties intend to establish the terms and conditions pursuant to which CLIENT may engage TELGOO5 to provide those services to CLIENT, which framework shall govern the relationship between the Parties in respect of such services.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises made herein, and in consideration of the representations, covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### ARTICLE 1 SERVICES

**1.1 Services.** During the Term (defined in Article 2 below) of this Agreement, TELGOO5 shall provide the services that are described in one or more Statements of Work ("SOW") (the "Services"). Duly authorized Representatives of both CLIENT and TELGOO5 must agree to and sign all applicable SOWs before any obligations are incurred thereunder by either Party. From time to time during the Term, CLIENT may request, and TELGOO5 may agree to provide, additional services to those set forth in an SOW. Any such additional services will be performed in accordance with the terms of this Agreement, and the applicable SOW, which shall be attached hereto and incorporated herein.

**1.2 License.** During the Term of this Agreement, TELGOO5 hereby grants to CLIENT a non-exclusive, non-transferable (except as set forth in Article 6.1) and non-sub-licensable, except that with respect to CLIENT's Affiliates, license to access and use the Services (hereinafter, the "License,") such License may be transferred and sublicensed as necessary to such Affiliates in order to access and utilize the License granted herein for purposes of CLIENT's operations.

**1.3 Priority.** In the event of a conflict between this Agreement and any SOW entered hereunder, the terms of this Agreement shall prevail over conflicting terms in any SOW. Notwithstanding the foregoing order of priority, if an SOW explicitly identifies a provision in this Agreement that the Parties expressly intend to be superseded or modified by such provision in the SOW, the provision in the SOW shall prevail solely for purposes of that SOW and for only so long as the SOW remains in full force and effect.

**1.4 Intellectual Property and License Grant.** All software, designs, templates, created by TELGOO5 will become the sole property of TELGOO5 including all associated intellectual property rights, excluding any Client Data or other Client Confidential Information contained therein ("**TELGOO5 Properties**"). If requested by CLIENT, TELGOO5 may develop certain custom functionality and features within the TELGOO5 platform for CLIENT's use of the Services ("**Custom Features**"). Custom Features will be deemed TELGOO5 Properties. TELGOO5 will not share or otherwise provide access to the Custom Features to any other TELGOO5 customer without CLIENT's prior written consent.

**1.5 Client Data.** “Client Data” means all data, information, files, links, and other materials uploaded to the Services or otherwise provided to TELGOO5 by or on behalf of CLIENT, its Affiliates, and users, and all data and information that CLIENT, its Affiliates, or users derive from that data or information through use of the Services, and all data or information that TELGOO5 generates based on that data or information through providing the Services, including analysis and reports of that data or information. CLIENT grants TELGOO5 a limited, non-exclusive, non-sublicensable, non-transferrable license, during the Term, to use Client Data solely to perform the Services. As between TELGOO5 and CLIENT, Client Data, including all Intellectual Property Rights therein, shall at all times remain the property of CLIENT. Except for the limited right in this Article to use CLIENT Data solely to perform the Services in accordance with this Agreement, TELGOO5 does not acquire or have any right, title or interest in or to Client Data. For avoidance of doubt, Client Data is CLIENT’s Confidential Information.

**1.6 Security.** TELGOO5 has implemented and will maintain best industry security practices and appropriate administrative, physical, and technical safeguards to protect the security, confidentiality, and integrity of Client Data, including with respect to the processing and storing of any personally identifiable information contained therein.

## ARTICLE 2

### TERM AND TERMINATION OF AGREEMENT

**2.1 Term.** The term of this Agreement shall commence on the Effective Date and shall expire at midnight on the one (1) year anniversary of the Effective Date, unless otherwise terminated earlier as provided herein (“Initial Term”). This Agreement will automatically renew for successive one (1)-year terms (each, a “Renewal Term” and together with the Initial Term, the “Term”), unless either Party provides written notice of non-renewal to the other Party at least thirty (30) days prior to the expirations date of the then-current Term.

**2.2 Termination for Cause.** Either Party may terminate this Agreement or any SOW, by providing written notice, if the other Party materially breaches this Agreement and such breach remains uncured for 30 days following receipt of written notice of the breach.

**2.3 Termination for Force Majeure Event.** Each Party may terminate this Agreement, or an applicable SOW, upon the occurrence of a Force Majeure Event (as described in this Agreement) whereby the other Party is not able to perform its obligations hereunder due to such Force Majeure Event for a period of sixty (60) days, but only if the terminating Party is able to perform its obligations hereunder or under such SOW.

**2.4 Effective of Termination.** Upon any termination or expiration of this Agreement TELGOO5 will (i) refund CLIENT any prepaid unused fees paid to TELGOO5 by CLIENT, and (ii) provide CLIENT access to and a reasonable means to extract its Client Data from TELGOO5’s platform and systems.

**2.5 Survival.** Articles 1.4, 1.5, 2.5, 4.2, 4.3, 5, and 6 will survive any termination or expiration of this Agreement.

## ARTICLE 3

### FEES AND PAYMENT

**3.1 Fees for Set-Up and Service.** TELGOO5 shall perform the Services subject to CLIENT’s payment of the fees based on the pricing and billing rates detailed in the applicable SOW(s). All set-up fees will be invoiced to CLIENT prior to any work by TELGOO5 or a TELGOO5 Affiliate, as applicable. TELGOO5 reserves the right to block access for non-payment of invoices if CLIENT is at least 10 days in arrears, provided that TELGOO5 has provided CLIENT prior written notice that such invoice is in arrears.

**3.2 Invoices and Payment Terms.**

**3.2.1 Invoices.** TELGOO5 shall provide CLIENT with monthly invoices on or before the tenth business day of each month for the Services rendered during the previous month, in accordance with the applicable SOW.

**3.2.2 Payment Terms.** Payment is due within 7 days of receipt of the invoice. All charges and payments shall be in United States dollars unless otherwise stated in an applicable SOW.

**3.3 Applicable Sales Taxes.** The fees payable under this Agreement shall not be construed to include local, state or federal sales, use or other similar taxes or duties. Each Party is responsible for its own tax liabilities. The Parties will cooperate to minimize all taxes applicable to the Services.

**ARTICLE 4**

**REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION; LIABILITY AND INSURANCE**

**4.1 Representations and Warranties.**

**4.1.1 CLIENT's Representations and Warranties.**

a. Organization; Power. CLIENT represents and warrants that is duly incorporated or organized, validly existing and in good standing in all jurisdictions where it operates except there a lack of the same would not cause a material adverse effect to CLIENT's business. CLIENT has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement.

b. Authority and Enforceability. CLIENT represents and warrants that the execution, delivery and performance of this Agreement have been duly authorized by all requisite corporate action on the part of CLIENT. This Agreement constitutes the legal, valid and binding agreement of CLIENT, and is enforceable against CLIENT in accordance with its terms, except insofar as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting generally creditors' rights, or by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), or any other applicable law.

c. Approvals. CLIENT represents and warrants that has obtained all authorizations, approvals, consents or permits required under all applicable laws and regulations to perform its obligations under this Agreement.

**4.1.2 TELGOO5's Representations and Warranties.**

a. Organization; Power. TELGOO5 hereby represents and warrants that it is duly incorporated or organized, validly existing and in good standing in all jurisdictions except there a lack of the same would not cause a material adverse effect to TELGOO5's business. TELGOO5 has all requisite corporate power and authority to execute, deliver and perform its obligations, including the Services, under this Agreement.

b. Authority and Enforceability. TELGOO5 hereby represents and warrants that the execution, delivery and performance of this Agreement have been duly authorized by all requisite corporate action on the part of TELGOO5. This Agreement constitutes the legal, valid and binding agreement of TELGOO5, and is enforceable against TELGOO5 in accordance with its terms, except insofar as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting generally creditors' rights, or by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

c. Approvals. TELGOO5 hereby represents and warrants that has obtained all authorizations, approvals, consents or permits required under all applicable laws and regulations to perform its obligations under this Agreement.

d. No Litigation. TELGOO5 hereby represents and warrants that There is no action, claim, suit, litigation, proceeding, arbitration or investigation (each, an "Action") by or for any Governmental Entity pending against TELGOO5 or its Personnel, or to TELGOO5's knowledge, threatened,

that would materially affect TELGOO5's ability to execute, deliver or perform its obligations under this Agreement.

e. No Violation of Law. TELGOO5 hereby represents and warrants that TELGOO5's execution, delivery and performance of this Agreement does not and will not violate any applicable law, judgement, order, or decree by which TELGOO5 is bound (including but not limited to any data protection and privacy laws), and does not result in a breach of, or conflict with, or constitute a default under, any material agreement or contract to which TELGOO5 is a party.

f. Conforming Products and Services. TELGOO5 represents and warrants all of TELGOO5's products, services, representations and warranties to third parties, advertisements, media and other information or materials pertaining to or related to this Agreement are in compliance with all applicable federal, state and local laws and regulations, and all other applicable standards within TELGOO5's industry including but not limited to all applicable, if any, express or implied warranties of title, merchantability and fitness for a particular purpose, and non-infringement of third party's Intellectual Property Rights. TELGOO5 shall be responsible for securing, and ensure it has secured, any and all necessary licenses and consents from any third parties, to license and provide the Services being provided by TELGOO5 to CLIENT under this Agreement.

**4.1.3. Disclaimer of Warranty. This Article 4 contains the only warranties, express or implied, made by either party. Any and all other warranties, express or implied, are expressly excluded and declined. Each party disclaims any implied warranties, promises and conditions of merchantability, fitness for a particular purpose, title and/or non-infringement, whether as to the services or any deliverables.**

#### **4.2 Indemnification.**

**4.2.1 Indemnification.** Each party agrees to indemnify, defend and hold harmless the other party and its Affiliates (and its and their respective managers, officers, employees) (collectively or individually, the "**Indemnitee**") against any losses, costs, damages, expenses (including reasonable attorney's fees), judgment and/or liability incurred by or imposed on the Indemnitee or those costs and damages agreed to in a monetary settlement ("**Losses**") arising out of a third party claim, demand, action or suit (each, a "**Claim**") with respect to, and in respect of (i) any acts or omissions on the part of such indemnifying party or its officers, managers, supervisors, agents, affiliates, employees, or representatives, which shall have been finally adjudicated (by arbitration, settlement or otherwise) in any such action, suit, or proceeding, to have constituted actual fraud or misrepresentation, (ii) any violation of applicable law, (iii) intentional, fraudulent, tortious or grossly negligent acts or omissions of a Party or its Personnel in connection with the Services, or (iv) any negligent acts or omissions of a Party or its Personnel that result in personal injury or death in connection with the Services . In the event of settlement of any Claim brought or threatened, such indemnification shall be in addition to any rights to which any Indemnitee may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each Indemnitee.

**4.2.2 Indemnification by TELGOO5.** TELGOO5 agrees to indemnify, defend and hold harmless CLIENT from and against any Claim and Losses arising from or related to the actual or alleged infringement or misappropriation of Intellectual Property Rights by the Services.

**4.2.3 Procedure.** In the event of any Claim written notice by the Indemnitee must be provided promptly after knowledge of any such event to the indemnifying party. Any failure or delay in supplying such notice shall not relieve the indemnifying party of any responsibility for indemnification except to the extent it is prejudiced by such failure or delay. The Indemnitee shall (a) give the indemnifying

Party sole control of the defense of a Claim and any related settlement negotiations, (provided that the indemnifying Party will not enter into any settlement of any such Claim that does not contain a full release of Indemnitee's liability without the Indemnitee's prior written approval, which approval will not be unreasonably withheld, conditioned, or delayed); and (b) reasonably cooperate and, at indemnifying Party's request and expense, assisting in such defense of the Claim.

**4.3 Limitation of Liability.**

**4.3.1 Limitation of Liability.** Except for a Party's breach of its confidentiality obligations herein, a Party's indemnification obligations under Article 4.2.1 (ii), and TELGOO5's indemnification obligations with respect to intellectual property infringement, neither CLIENT nor TELGOO5 nor any of their respective Affiliates' aggregate liability to each other for any damages arising out of or related to this Agreement shall exceed the fees paid or payable by CLIENT to TELGOO5 during the three (3) month period immediately preceding the events first giving rise to such liability.

**4.3.2** Except for a Party's breach of its confidentiality obligations herein, a Party's indemnification obligations under Article 4.2.1 (ii), and TELGOO5's indemnification obligations with respect to intellectual property infringement, neither party shall be liable to the other for any indirect, incidental, consequential, punitive or special damages, arising out of or related to this Agreement including, without limitation, damages for loss of business profits, business interruption, loss of business information, and the like, even if such party has been advised of the possibility of such damages. This section shall restrict to either party's ability to seek injunctive or other equitable relief.

**ARTICLE 5  
CONFIDENTIALITY**

**5.1 Confidentiality of Information.**

**5.1.1 Disclosure of Confidential Information.** In connection with the performance of this Agreement, either Party (each a "**Recipient**") may have access to or be provided with Confidential Information of the other Party (the "**Discloser**"). The Recipient shall use the Confidential Information of the Discloser solely in connection with the performance of this Agreement and provision of the Services, and for no other reason. The Recipient shall limit its disclosure of the Confidential Information to those of its Representatives and/or Affiliates with a "need-to-know" such information in relation to this Agreement and/or the Services who are under confidentiality obligations no less restrictive than those provided in this Agreement. The Recipient is responsible for compliance to the terms and conditions of this Agreement by its Representatives and Affiliates. The Recipient will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as the Recipient protects its own confidential or proprietary information of a similar nature but in any event with no less than reasonable care. Upon written request at any time and upon termination or expiration of this Agreement, Recipient shall destroy or return all of the Discloser's Confidential Information. The Recipient shall certify the return and/or destruction of all copies of the Discloser's Confidential Information upon request of the Discloser. Notwithstanding the foregoing, the Recipient may maintain one (1) copy of the Discloser's Confidential Information solely to the extent necessary for the Recipient to comply with laws or regulations applicable to such Recipient (and the Recipient shall destroy such retained Confidential Information of Discloser after the legal or regulatory retention purpose expires or otherwise no longer exists), provided that, any retained copies remain subject to the confidentiality obligations herein. TELGOO5 may not use any trade name, trademark, service mark, or logo of CLIENT or its Affiliates in any



press release or for any other purpose, including for TELGOO5 marketing and advertising purposes, without the prior written consent of CLIENT.

**5.1.2 Exceptions to Confidential Information.** Notwithstanding the foregoing, the Recipient's obligations under this Article 5 with respect to any Confidential Information shall not include any information to the extent that it is, as shown by competent evidence: (a) a part, or becomes a part, of the public domain through no act or omission of the Recipient or its Representatives or Affiliates; (b) in the Recipient's possession, without actual or constructive knowledge of an obligation of confidentiality with respect thereto, at or prior to the time of disclosure by the Discloser; (c) disclosed to the Recipient by a third party having no obligation of confidentiality with respect thereto; or (d) independently developed by the Recipient without use of or reference to the Discloser's Confidential Information, as evidenced by written records of the Recipient. In addition, the Recipient will be allowed to disclose the Discloser's Confidential Information to the extent that such disclosure is (i) approved in writing by the Discloser, (ii) necessary for the Recipient to enforce its rights under this Agreement, or (iii) required to be disclosed by law or by the order of a court or similar judicial or administrative body, provided that the Recipient notifies the Discloser of such required disclosure promptly and in writing and reasonably cooperates with the Discloser, at the Discloser's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

**5.1.3 Retained Rights of Discloser.** Any disclosed or furnished Confidential Information by the Discloser shall, between the parties, be deemed the property of the Discloser, who shall exclusively retain all rights to such Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any patent, copyright, trademark or other proprietary rights by license or otherwise in any such Confidential Information, except for the right to use such Confidential Information in accordance with this Agreement.

## **ARTICLE 6 GENERAL PROVISIONS**

**6.1 Assignment.** Neither party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other Party hereto, except pursuant to a transfer of all or substantially all of such Party's business and assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, or otherwise, which will not require the other Party's consent. Any attempted assignment or transfer in violation of the foregoing will be void. This Agreement will inure to the benefit of and be binding upon any permitted successors or assigns.

**6.2 Severability and Waiver.** In the event that any provision of this Agreement, or any SOW entered into pursuant to this Agreement, is held to be illegal or unenforceable, such provision shall be limited or stricken to the minimum extent necessary so that this Agreement, or such SOW, shall otherwise remain in full force and effect and be enforceable by and between the Parties hereto. The failure of either Party to enforce at any time any provision of this Agreement, or an SOW entered into pursuant to this Agreement, or any amendment or modification hereto and thereto, or either Party's failure to exercise any option that is herein and therein provided, or its failure to require at any time performance of any provision herein and therein, shall in no way affect the validity of, or act as a waiver of, this Agreement, or such SOW entered into pursuant to this Agreement, or any amendment or modification hereof or thereof, or any right of that Party thereafter to enforce it.

**6.3 Force Majeure.** Notwithstanding any other provision in this Agreement, neither Party shall be liable for any damages or penalty for any delay in the performance of, or failure to perform any obligation under this Agreement when such delay or failure is due to the elements, acts of God, acts of a Governmental Entity, terrorism, strikes or lockouts, civil unrest, riots, third-party shortages of materials

or supplies, delays in transportation, delays in delivery by suppliers or other causes beyond a Party's reasonable control (such an event, a "**Force Majeure Event**").

**6.4 Solicitation and Hiring.** Without the prior written consent of the other Party which may be withheld for any reason, during the Term and for one (1) year after the expiration or termination of this Agreement, neither Party shall, directly or indirectly, solicit for employment or employ, or accept services provided by, any employee, officer of the other Party who performed work in connection with or related to the Services, . The (a) publication of classified advertisements in newspapers, periodicals, Internet bulletin boards, or other publications of general availability or circulation, (b) consideration and hiring of persons responding to such advertisements, or (c) use of independent employment agencies or search firms not specifically targeting either Party's employees shall not be deemed a breach of this section, unless the advertisement and solicitation is undertaken with the intent to circumvent or conceal a breach of this section. The terms of this section shall be binding upon the Parties so long as not in conflict with any applicable federal, state or local law or regulation relating to hiring or employment practices.

**6.5 Notices.** All notices, consents and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a party (a) on the date delivered to the appropriate address by hand, (b) on the date delivered by a nationally recognized overnight courier service (costs prepaid), (c) on the fifth Business Day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid, or (d) on the date sent by facsimile or e-mail to be confirmed with a copy delivered as provided in clause (a), (b) or (c), in each case to the following addresses, facsimile numbers or e-mail addresses and marked to the attention of the person (by name or title) designated below (or to such other address, facsimile number, e-mail address or person as a Party may designate by notice to the other Party pursuant to the provisions of this section):

To TELGOO5:

S. Mehra, President  
TELGOO, Inc.  
311 West 43<sup>rd</sup> St.  
12<sup>th</sup> Fl.  
NY, NY 10036  
Sandy.mehra@telgoo5.com

To CLIENT:

Email: Indy Nelson, 29034 Westbourne Ct,  
Hayward CA 94544  
admin@joinlifeline.org

With a copy to:

S. Mehra, President  
TELGOO, Inc.  
311 West 43<sup>rd</sup> St.  
12<sup>th</sup> Fl.  
NY, NY 10036  
Sandy.mehra@telgoo5.com

With a copy to:

Email: Indy Nelson, 29034 Westbourne Ct,  
Hayward CA 94544  
admin@joinlifeline.org

Either Party may from time to time change its address or designee for notification purposes by giving the other Party prior written notice of the new address or designee and the date upon which it shall become effective.

**6.7 Governing Law.** This Agreement and all SOWs, and performance hereunder and thereunder shall be interpreted and construed in accordance with the substantive laws of the State of

New York without regard to any provisions of its choice of law rules that would result in a different outcome.

**6.8 Dispute Resolution.** Any claim, controversy or dispute (a “**Dispute**”) between the Parties arising out of or relating to this Agreement, or an SOW, including with respect to the interpretation of any provision of, or the performance by either of the Parties or their respective Affiliates under this Agreement, or an SOW, shall be resolved as provided in this Section 6.8; provided, however, that nothing in this section shall prevent a Party from seeking interim relief from a court of competent jurisdiction to prevent irreparable harm in appropriate cases.

**6.8.1 Negotiation.** The Parties initially shall attempt to resolve a Dispute through negotiation. Upon the written request by a Party (the “**Dispute Notice**”), which shall specify in reasonable detail the basis for such Dispute, each Party shall appoint a designated representative, whose task it shall be to meet for the purpose of endeavoring to resolve such Dispute through negotiations. The designated representatives shall meet as often as the Parties reasonably deem necessary; provided, however, that the duration of the negotiations described in this section shall not exceed thirty (30) days from the date of receipt of the Dispute Notice, unless otherwise agreed to by the Parties in writing. The specific format for the discussions shall be left to the discretion of the designated representatives.

**6.8.2 Litigation.** If the Parties resort to litigation to resolve a Dispute, then the Parties agree that any Action brought by a Party or an Affiliate to interpret or enforce any provision of this Agreement and/or any SOW, shall be brought exclusively in, and each Party agrees to, and does hereby submit to the exclusive jurisdiction and venue of either the United States District Court for the Central District of New Jersey/ New York or the Superior Court in New Jersey/ New York, as may be appropriate. The Parties further irrevocably agree that the foregoing shall preclude the jurisdiction and application of any other forum and laws, including all choice or conflict of law provisions.

**6.9 Compliance with Laws.** Each party shall comply with all applicable laws, ordinances, rules and regulations governing each of the Parties’ respective activities and obligations under this Agreement and within the Parties’ respective industries.

**6.10 Cumulative Remedies.** Except as may otherwise be provided in this Agreement, all rights and remedies granted to each Party under this Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies otherwise available to such Party at law or in equity.

**6.11 Relationship of the Parties.** Neither Party to this Agreement is an agent, partner or employee of the other; rather, the Parties are and shall remain independent contractors. TELGOO5 is not authorized to make any promise, warranty or representation on CLIENT's behalf except as expressly authorized in writing by CLIENT. Each Party understands and agrees that its employees shall not be entitled, by operation of this Agreement, to participate in health or disability insurance, retirement or pension benefits, if any, to which employees of the other Party may be entitled.

**6.12 Amendments.** Except as may be provided in this Agreement, any amendment or modification of any provision in this Agreement, including amendment or modification of any SOW entered into pursuant to this Agreement, will not be effective unless the amendment or modification is in writing and signed by both Parties (or by the Parties respective Affiliates, as the case may be).

**6.13 Counterparts.** This Agreement may be executed in counterparts and all counterparts so executed shall constitute one agreement binding on all the Parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart.

**6.14 Acknowledgement.** The Parties each acknowledge that the terms and conditions of this Agreement have been the subject of active and complete negotiations, and that such terms and conditions should not be construed in favor of or against either Party by reason of the extent to which either party or its professional advisors participated in the preparation of this Agreement.

**6.15 Entire Agreement.** This Agreement, together with any authorized and duly executed exhibits, and/or SOWs entered into pursuant to this Agreement, or any amendment or modification


hereof or thereof, constitute the entire agreement of the Parties hereto and supersede all prior representations, proposals, discussions and communications, whether oral or in writing.

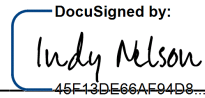
**6.16 Third Party Rights Excluded.** This Agreement is an agreement between the Parties and is neither intended to nor does it confer any rights upon any of the Parties' respective Personnel or contractors or any other person or entity.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement intending to be legally bound hereby as of the Effective Date.

TELG005 Inc.

Client:

By:   
AC963DC8C5B141A...

By:   
45F13DE66AF94D8...

Name: Stuart Chowning

Name: Indy Nelson

Title: VP

Title: CEO and Product Architect

## APPENDIX A

### DEFINITIONS

**Affiliate** means any corporation, partnership, joint venture, joint stock company, limited liability company, trust, estate, association or other entity the existence of which is recognized by any Governmental Entity that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with CLIENT or TELGOO5. For purposes of this definition the term “controls” and the phrases “is controlled by” or “under common control with” mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract or otherwise.

**Business Day** means any day excluding Saturday, Sunday and any day that is a legal holiday under the laws of the state of New York or is a day on which banking institutions located in such state are authorized or required by law or other governmental action to close.

**Confidential Information** means confidential or proprietary information of a Party in electronic, oral, printed, written, or other tangible or intangible forms that is clearly marked or otherwise identified as being confidential or proprietary, or by its nature should be reasonably understood to be confidential or proprietary, which may include, but is not limited to, financial information, business plans, customer or client lists, Customer Proprietary Network Information (“CPNI”), marketing or sales plans, pricing or pricing strategies, customer proposals, product or service information, operational techniques, methods of operation, strategic plans, discoveries, ideas, concepts, know-how, software, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, disks, diskettes, tapes and other technical, legal or business information. Confidential Information, which is disclosed pursuant to this Agreement, whether provided in tangible or intangible form, may include but not limited to electronic mail or other electronic communications. In addition, any such information that is orally disclosed shall constitute Confidential Information hereunder if, at the time of disclosure, the Discloser declares that it is confidential or proprietary or it otherwise should reasonably be known to be Confidential Information. The existence of this Agreement also shall be considered Confidential Information of the other Party hereto, and neither Party shall disclose to any third party that Confidential Information has been or will be exchanged (except where required by law). Confidential Information also includes, without limitation, copies of and materials or products derived from Confidential Information, such as analyses, compilations, data, studies and reports.

**Governmental Entity** means any entity or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to United States federal, state or local government or foreign, provincial, international, multinational or other government, including any department commission, board agency, bureau, official or other regulatory, administrative or judicial authority thereof.

**Intellectual Property Rights** shall mean, on a worldwide basis, any and all:

- (a) rights associated with works of authorship and literary property, including copyrights, moral rights of an author of a copyrightable work (including any right to be identified as the author of the work or to object to derogatory treatment of the work), and mask-work rights;
- (b) trade marks, service marks, logos, trade dress, trade names, whether or not registered, and the goodwill associated therewith;
- (c) rights relating to know-how or trade secrets, including ideas, concepts, methods, techniques, inventions (whether or not developed or reduced to practice);

(d) patents, designs, algorithms and other industrial property rights;

(e) rights in domain names, universal resource locator addresses, telephone numbers (including toll free numbers) and similar identifiers;

(f) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and

(g) registrations, initial applications (including intent to use applications), renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

**Personnel** means a Party's officers, directors, employees, agents, consultants and representatives, excluding the other Party, who contribute to the performance of such Party's obligations under this Agreement or an SOW.

**Representatives** means the legal representatives, Personnel and/or advisers of a Party involved in the performance of this Agreement and/or the provision of the Services under any one or more SOWs.

**Statements of Work or SOW** means a numerically identified exhibit attached to and incorporated into this Agreement, as set forth in Section 1.1, specifying both parties' rights and responsibilities in relation to the provision of the Services.

Other capitalized terms defined elsewhere in this Agreement and not defined in Appendix A above shall have the meanings assigned to such terms in this Agreement.

**STATEMENT OF WORK NUMBER 1  
TO SOFTWARE LICENSE AND BILLING SYSTEMS SUPPORT AGREEMENT  
TELGOO5 BILLING SYSTEM AND SUPPORT**

This Statement of Work Number 1 ("SOW 1") is a Statement of Work to the Software License and Billing Systems Support Agreement (the "Agreement") between TELGOO5 and Join LifeLine, LLC, referred to herein as "CLIENT" dated as 4/28/2023. This SOW 1 shall be in effect as of [4/28/2023] ("SOW Effective Date") until the termination or expiration of the Agreement, or the earlier termination of this SOW 1 in accordance with the terms and conditions of this SOW 1. Capitalized terms referenced herein shall take on the meaning ascribed to the same in the Agreement.

1. **Deliverables.** TELGOO5 shall provide a License to CLIENT to access and utilize its billing and software system for customer billing, operations, and support for CLIENT's wireless prepaid/postpaid mobile phone subscribers (hereinafter, the "Services"), including but not limited to the following:

- (a) Wholesale Carrier Connectivity with (INSERT CARRIER) PWG Network Solutions
- (b) BSS/OSS
  - a. Administrative Customer Experience/Management Portal
  - b. Customer Activation/Provisioning/Management API's
  - c. Enrollment/Application Order Flow and Processing
  - d. Customer Relationship Management (CRM)
  - e. Pre-Configured Subscriber, Financial, and Regulatory Compliance Reporting
  - f. Tax Rating and Integration Services (SureTax)
  - g. Payment Gateway Integration (select providers)
  - h. Subscriber Notifications
- (c) Lifeline/ACP Support
  - a. NLAD integration
  - b. National Verifier Integration
  - c. Regulatory Compliance Activity
    - i. Non-Usage
    - ii. Transfers In/Out
    - iii. Subscriber Notifications
    - iv. Monthly Compliance Report
- (d) Standard Web Order Flow/Subscriber Selfcare pages integration into existing CLIENT provided Website
- (e) Customer Selfcare Portal ("MyAccount")
- (f) Customer Selfcare Mobile Application (iOS and Android) – This is a post-launch release
- (g) Wholesale Plan (Cost) Optimization (Reporting and Analytics)

2. **Fees.** CLIENT will pay the following fees ("Fees") to TELGOO5 for the Services described in Section 1 above (billing system charges):

**Setup Costs per Company:** \$8,000  
To be paid 25% (\$2,000) at signing and balance 25% (\$2,000) on first three (3) invoices post launch.

**Ala Carte Pricing:**

**Recurring monthly<sup>1</sup> US\$ Cost per Customer<sup>2</sup>:**

For 1 – 10,000 Subscriber Lines, U.S. \$0.50 for each Subscriber Line; and  
For 10,001 – 20,000 Subscriber Lines, U.S. \$0.47 for each Subscriber Line; and  
For 20,001 – 50,000 Subscriber Lines, U.S. \$0.44 for each Subscriber Line; and  
For 50,001 – 100,000 Subscriber Lines, U.S. \$0.41 for each Subscriber Line; and  
For 100,001 – 250,000 Subscriber Lines, U.S. \$0.38 for each Subscriber Line; and  
For Subscriber Lines exceeding 250,001, U.S. \$0.35

SureTax Integration \$500.00/per month  
\*Full SureTax implementation for real-time sales tax and regulatory fee calculations and reporting necessary for remittance. Note: CLIENT is responsible for remitting taxes and fees to the proper jurisdictions.

ACP/Lifeline Enrollment Processing (Optional) \$.50/per completed order  
\*Electronic order/activation processing from website and dealer/agent portal. This includes web integration and a branded dealer/agent portal for field activities.

Text messaging (optional) \$.01/per message  
These optional SMS messages would only apply to messages delivered to alternate numbers (not the telephone number assigned to the service provided) AND delivered using TELGOO5's SMS gateway.

Custom development/programming charges will be quoted per specific scope of work. Customer development fees are billed at \$125.00/per hour.

Minimum monthly fee:  
- Ramp-up phase (for the first 6 months): \$2,000  
- Production Phase (starts after ramp-up phase): \$4,000

3. **Invoicing/Terms.** TELGOO5 will generate invoices monthly beginning the 1st month after implementation is completed. CLIENT will pay the Fees to TELGOO5 within 7 days of invoice delivery.

TELGOO5 Inc.

Join LifeLine, LLC

By: DocuSigned by:  
*Stuart Chowning*  
AC993D68E5D141A...

By: DocuSigned by:  
*Indy Nelson*  
45F13DE66AF94D8...

Name: Stuart Chowning

Name: Indy Nelson

Title: VP

Title: CEO and Product Architect

<sup>1</sup> "Monthly" costs are not prorated, meaning every Subscriber Line active for any period during the calendar month counts towards the Monthly Fees.

<sup>2</sup> "Customer" for purposes of this SOW shall mean any MDN (excluding MDN in an inactive state) in TELGOO5 software and billing system.