



Pareteum

MASTER SERVICES AGREEMENT

This Master Services Agreement ("**Agreement**") made and entered into as of this 26th day of November, 2018 (the "**Effective Date**") is by and between **Pareteum Corporation**, a Delaware corporation having its corporate address at: 1185 Avenue of the Americas, 37th Floor, New York City, New York 10036, USA ("**TEUM**"), and Yonder [REDACTED] ("**Client**"), a Delaware corporation, having its principal offices at 41 E 11th Street, 10th Floor, New York, NY 10003 (each a "**Party**" and collectively "**Parties**").

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

1. SERVICES AND DELIVERABLES.

1.1. Performance. Subject to all terms and conditions of this Agreement, including all attachments and exhibits thereto, TEUM agrees to provide and Client agrees to pay for at the fees described therein or elsewhere in this Agreement ("**Fees**"), (i) each of the services expressly set forth from time to time in an exhibit, schedule ("**Schedule**") or statement of work agreed to by the Parties ("**SOW**") (collectively, any exhibit, Schedule or SOW are referred to herein as the "**Attachments**" and individually, each may be referred to as an "**Attachment**") and such other services for such additional Fees, as the case may be, as TEUM may agree to provide from time to time (individually and collectively "**Service(s)**"), and (ii) the tangible deliverables expressly identified as "**Deliverables**" from time to time in a SOW (individually and collectively "**Deliverable(s)**"). For purposes of certainty, the terms "**Service(s)**" and "**Deliverable(s)**" do not include Products (defined at Section 3.1 below) or other products or services of, or rendered by third parties, even if provided to Client or billed to Client by TEUM.) A form of SOW is attached as **Exhibit A**. Each Attachment shall become part of this Agreement and, in the event of a conflict between any such Attachment and the rest of this Agreement, the Agreement will control unless the Attachment, specifically states that it is intended to prevail over the terms of this Agreement.

1.2. Change Orders. Except as otherwise provided in this Agreement, no additions, deletions, or modifications to the Parties' obligations as set forth in an Attachment will be binding upon either Party unless set forth in a writing signed by both Parties (a "**Change Order**"). In the event that Client requests any such additions, deletions, or modifications, Client must do so in writing, and TEUM's Project Manager will review and analyze such request and inform Client in writing if such a change is accepted and if so, if it would result in an extension of the schedule for Services or additional cost to Client, giving details thereof. A Change Order will become part of the corresponding Attachment, and in the event of any conflict between an Attachment and any Change Order thereto, or in the event of conflict between Change Orders to a given Attachment, the later Change Order will control.

1.3. Project Managers. Each Party will designate an employee of such Party, which employee will have the primary responsibility for communicating with and providing necessary assistance to the other Party (each such employee is a "**Project Manager**"). All communications between the Parties will be made or coordinated by such Project Manager. Each Party will notify the other in writing of any replacement of its Project Manager. Client agrees that its Project Manager will be responsible for approving Services, implementation, network architecture, plans and in general making decisions on behalf of Client and will have authority to act on behalf of and bind Client.

1.4. Subcontractors. The Parties acknowledge that TEUM may delegate performance of some or all of its obligations under this Agreement to subcontractors; provided, however, that TEUM will remain fully responsible for the performance of such obligations.

2. ACCEPTANCE. Client will have Ten (10) business days (or such other period of time as mutually agreed upon in writing) from the date of delivery of Services or Deliverables (as the case may be) to test and evaluate the Services or Deliverables for conformity with the requirements therefor set forth in the applicable Attachment (such requirements are the "**Specifications**"). Client shall accept each Service or Deliverable (as the case may be) if it materially conforms to the Specifications. If the Services or Deliverables (as the case may be) do not materially conform to the Specifications, then Client will provide a written statement of nonconformity to TEUM, identifying in detail the basis for the nonconformity, within such Ten (10) business day period. TEUM will use reasonable commercial efforts to correct the identified nonconformity and re-deliver such Services or Deliverables (as the case may be) within a period of fifteen (15) business days (or such other period of time as mutually agreed upon in writing) under the same acceptance testing procedure, whereupon the testing and notice of acceptance or rejection procedure described in this Section will be repeated a minimum of two (2) times, using the same timeframes as described above, measured from the most recent delivery or re-delivery of Services or Deliverables. Efforts which must be consistent with mutually agreed test plans, will be repeated until satisfaction is confirmed by Client.

Client shall be deemed to have accepted the Services and Deliverables and all applicable Fees set forth in any applicable Attachment shall become due (i) if Client gives written notice of acceptance of the Services and Deliverables, (ii) if Client fails to provide a written statement of nonconformity to TEUM within Ten (10) business days after the most recent delivery or re-delivery of Services or Deliverables (as the case may be), (iii) if Client fails to provide a written notice of non-conformity and termination of an Attachment (as described in this Section) within five (5) business days after the second re-delivery of Services or Deliverables (as the case may be) attempting to correct the same nonconformity or (iv) if Client utilizes the Services or Deliverables in a live commercial or production environment or makes any use thereof other than as strictly necessary for testing under this Section.