

INTERCONNECTION AGREEMENT

This Interconnection Agreement ("**Agreement**") is entered into and effective as of _____, 2023 (the "**Effective Date**") by and between (1) the Government of the Virgin Islands ("Government") acting through the Department of Property and Procurement on behalf of the Virgin Islands Territorial Emergency Management Agency ("VITEMA") and (2) LIBERTY Mobile USVI, Inc. and Broadband VI, LLC (together "LIBERTY"); all individually a "Party" and together the "Parties".

RECITALS

WHEREAS, VITEMA is the territorial agency with the primary responsibility for ensuring the territory's resilience to disasters, including the management of the Public Safety Answering Point ("PSAP") operations in the United States Virgin Islands in accordance with the requirements of 23 V.I.C. §§1071-1080.

WHEREAS, LIBERTY Mobile USVI, Inc. is a duly authorized common carrier engaged in the provision of commercial mobile radio services and other services in the United States Virgin Islands, and a Local Exchange Carrier as defined in Section 153(32) of the Communications Act of 1934, as amended, and duly authorized to engage in the provision of telecommunication services in the United States Virgin Islands.

WHEREAS, Broadband VI, LLC is a provider of broadband services, including the resale of VoIP service, in the United States Virgin Islands.

WHEREAS, VITEMA authorizes LIBERTY to interconnect directly, or indirectly through a third party, with the PSAPs for the purpose of routing 9-1-1 calls from LIBERTY's end users to the PSAPs.

WHEREAS, the PARTIES wish to interconnect and exchange traffic as provided herein.

WHEREAS, this AGREEMENT is entered into for the mutual benefit of both PARTIES.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, VITEMA and LIBERTY hereby mutually agree as follows:

GENERAL TERMS AND CONDITIONS

1. PURPOSE

This AGREEMENT sets forth the terms, and conditions, under which the PARTIES will interconnect their respective networks for purposes of LIBERTY terminating 9-1-1 calls to the PSAPs. In the event of any textual ambiguity as to the intentions of the PARTIES regarding any term of this AGREEMENT and a dispute between the PARTIES regarding the proper resolution of such textual ambiguity, the textual ambiguity shall be resolved in a manner that is consistent with the requirements of the Communications Act of 1934, as amended.

2. SCOPE OF GENERAL PROVISIONS.

Except as may otherwise be set forth in a particular Section or Attachment of this AGREEMENT, in which case the provisions of such Section or Attachment shall take precedence, these General Provisions apply to all Sections and Attachments of this AGREEMENT.

3. TERM OF AGREEMENT

3.1 Term. The term of this AGREEMENT shall begin on the date the AGREEMENT is signed by the Commissioner of the Department of Property and Procurement ("Effective Date") and, unless the AGREEMENT is terminated earlier or the term is extended, all in accordance with the provisions hereof, shall end at 11:59 a.m. Atlantic Time on the date that is three (3) years after the Effective Date.

3.2 Renewal. This AGREEMENT shall automatically renew for successive three (3) year terms at the termination of any then-current term, unless either Party provides notice to the other of its intention not to renew this AGREEMENT by providing thirty (30) days written notice prior to the expiration of the then-current term.

3.3 Termination. Either PARTY may, after the Initial Term, without penalty or liability, upon ninety (90) calendar days written notice to the other PARTY, terminate the AGREEMENT. The AGREEMENT may be terminated, by either PARTY, at any time, if the other PARTY commits any material breach hereunder and the breaching PARTY has not cured such breach within thirty (30) days of receiving written notice from the other PARTY.

4. TRAFFIC COVERED

4.1 LIBERTY will terminate 9-1-1 calls to the PSAP associated with the end-user's Automatic Number Identification (ANI).

4.2 If at any time during the Term of the AGREEMENT, Liberty is unable to route 9-1-1 calls to a specific PSAP, LIBERTY will re-route using different format in order to complete the call.

5. PHYSICAL INTERCONNECTION ARRANGEMENTS.

5.1 Request. When LIBERTY requests the interconnection with a PSAP, VITEMA will advise LIBERTY of the availability of space and location of the point of interconnection (POI).

5.2 The PARTIES shall interconnect by means of optical fiber meet points to be established at technically feasible points at each PSAP. No less than two separate meet point interconnection arrangements for wireless and wireline traffic shall be established at distinct locations on the island of St. Thomas' PSAP and no less than two separate meet points for wireless and wireline traffic shall be established at distinct locations on the island of St. Croix' PSAP. The initial interconnection will take place on the island of St. Thomas' PSAP. Thereafter, Liberty will determine if and when it will interconnect to the island of St. Croix' PSAP. The meet points shall be established at such locations and in such manner as to provide route diversity between the PARTIES in order to avoid a single point of failure.

5.3 Two-way Interconnection Trunks. Direct interconnection facilities between the PARTIES shall be provisioned as two-way interconnection trunks. Wireless and wireline traffic will be transported in separate trunks.

5.4 Type of Circuit. LIBERTY shall ensure that its network is properly interfaced with the PSAPs facilities, and that the signals emitted into the PSAP's network are of the proper mode, bandwidth, power, and signal level in compliance with NENA standards, SS7 trunks or SIP trunks (whichever is available), VITEMA's requirements and any other accepted industry practice or technical specifications applicable to 9-1-1 traffic. LIBERTY will size the trunks appropriately to support a P.01 grade of service (or better) for all traffic. LIBERTY will provide E911 with automatic number identification (ANI), selective router (SR), automatic location identification (ALI), and private switch-automatic location identification (PS/ALI) features if the service is used in the PSAPs.

5.5 Routing Responsibilities. LIBERTY shall be responsible for routing 9-1-1 calls to the POI for hand off to the PSAP's network. Each PARTY shall provide its own facilities and

transport for the delivery and exchange of traffic under this AGREEMENT from its network to the POI(s).

5.6 The POI shall serve as the demarcation point at which each PARTY's obligations for facilities engineering, provisioning, testing, maintenance, operation, and repair end. Each PARTY shall be responsible for engineering, provisioning, testing, maintaining, operating, and repairing facilities on its side of a POI.

5.7 Notwithstanding anything to the contrary, LIBERTY may purchase required facilities from a third PARTY (e.g. Viya) for the delivery of such traffic. In such case, the third party will receive the 9-1-1 traffic from LIBERTY and will route them to the appropriate PSAP.

6. NETWORK MANAGEMENT.

6.1 Network Management. The PARTIES will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. LIBERTY and VITEMA will exchange appropriate information (e.g., network information, maintenance contact numbers, escalation procedures, traffic information, and information required to comply with requirements of law enforcement and national security agencies) to achieve this desired reliability. In addition, the PARTIES will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate or to prevent traffic congestion and to minimize fraud associated with third number billed calls, calling card calls, and other services related to this AGREEMENT.

6.2 Network Congestion. The PARTIES shall work individually and cooperatively to apply reasonable network management principles to avoid network congestion at or in connection with the POI(s). To ensure an appropriate grade of service for 911/E911 service is provided to end-users, LIBERTY shall monitor the traffic level on 911/E911 trunks and perform monthly studies, and install additional trunks as required. This data shall be shared and discussed with the PSAP operator to ensure mutual Agreement on the E911 trunk group sizing requirements between the end office switches and the PSAP. The process to add trunks to the existing Trunk group should not take more than one (1) month after the order is placed.

6.3 Call Drop Parameter. Each PARTY shall have fully redundant facilities at the POIs and shall ensure that the facilities connecting their respective networks via the meet points shall have a service availability of at least 99.99%.

7. TESTING.

7.1 The PARTIES shall develop and mutually agree on a test plan for the exchange of traffic. Such test plan shall include specific testing procedures and protocols, and shall establish specific, objective criteria for successful completion of testing.

7.2 Prior to exchanging live traffic under this AGREEMENT, both PARTIES shall successfully complete the PARTIES' test plan. Successful completion of the testing shall be documented and agreed in writing (test plan completion) and LIBERTY will begin routing 9-1-1 calls to the PSAP.

8. PRICING

There shall be no exchange of funds between the PARTIES to this AGREEMENT. Each PARTY will bear its own costs and expenses incurred in connection with entering into this AGREEMENT and in its fulfillment of its responsibilities under this AGREEMENT, including but not limited to, the installation of all facilities necessary to carry 9-1-1 calls from its network to the POI and from the POI to its network. VITEMA shall not charge LIBERTY for terminating 9-1-1 calls in the PSAP.

9. LAW ENFORCEMENT

9.1 Cooperation. Each PARTY may cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by applicable law in matters related to this AGREEMENT, including, but not limited to, the production of records, the establishment of new lines or the installation of new services on an existing line in order to support law enforcement and/or national security operations, the installation of wiretaps, trap-and-trace facilities and equipment, and dialed number recording facilities and equipment.

9.2 A PARTY shall have no obligation to inform the other PARTY or the customers, or end users, of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by applicable law.

9.3 Where a law enforcement or national security request relates to the establishment of lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of other services, facilities or arrangements, a PARTY may, to the extent required by applicable law, act to prevent the other PARTY from

obtaining access to information concerning such lines, services, facilities and arrangements, through operations support system interfaces.

10. CONFIDENTIAL INFORMATION.

10.1 Confidential Information. "Confidential Information" means (i) the terms and conditions of this AGREEMENT and (ii) information (in whatever form) made available or disclosed orally, visually or in writing: (a) whether or not designated as confidential; (b) relating to this AGREEMENT or to potential changes to this AGREEMENT; (c) relating to the PARTY's business affairs and plans, customers, products, rates and prices, developments, trade secrets, know-how or personnel; or (d) received or discovered during the term of this AGREEMENT by a PARTY (including through an affiliate or other agent) which should reasonably have been understood as confidential to the PARTY (or one of its affiliates or subcontractors), either because of legends or other markings, the circumstances of disclosure, or the nature of the information itself.

10.2 Non-Confidential Information. Confidential Information does not include information that: (i) is in the possession of the receiving PARTY free of any obligation of confidentiality at the time of its disclosure; (ii) is or becomes publicly available or known through no wrongful act of the receiving PARTY or its affiliates or the directors, officers, employees, agents or contractors of the receiving PARTY or the receiving PARTY's affiliates; (iii) is rightfully received from a third person having no direct or indirect obligation of confidentiality or restriction to disclose with respect to such information; (iv) is approved for disclosure or use by express written authorization of the disclosing PARTY; or (v) is independently developed by the receiving PARTY without use of the Confidential Information.

10.3 Non-Disclosure. Neither PARTY shall disclose the other PARTY's Confidential Information to third parties without the other PARTY's written consent, except as permitted pursuant to this Section. The receiving PARTY will use the same degree of care that it uses with similar Confidential Information of its own (but in no case a degree of care that is less than commercially reasonable). Each PARTY promises that during the term this AGREEMENT, it will use the other PARTY's Confidential Information only for purposes of this AGREEMENT, it will not disclose such Confidential Information to third parties except as provided below, and will protect such Confidential Information from disclosure using the same degree of care it uses for its own Confidential Information (but no less than a commercially reasonable degree of care).

10.4 Non-Disclosure Exceptions. A PARTY may disclose the other PARTY's Confidential Information only: (a) to its employees, agents and subcontractors (including professional advisors and auditors), and to those of its affiliates, who have a need to know for purposes of this AGREEMENT and who are bound to protect it from unauthorized use and disclosure under the terms of a written AGREEMENT, or (b) pursuant to law, regulation or court or government agency's order or subpoena. In any case, a PARTY is responsible for the treatment of Confidential Information by any third Party to whom it discloses it. Before disclosing the other PARTY's Confidential Information pursuant to law, regulation or court or government agency order or subpoena, a PARTY must notify the other PARTY as far in advance as reasonably practicable (and to the extent not prohibited by law) to enable the other PARTY to seek a protective order, and must make reasonable efforts to assure the disclosed information is treated confidentially. Confidential Information remains the property of the disclosing PARTY and, upon request of the disclosing PARTY, must be returned or destroyed when this AGREEMENT ends.

10.5 Breach of Confidentiality Obligations. The PARTIES acknowledge that monetary damages may be an inadequate remedy for any breach or threat of breach of this confidentiality and non-disclosure provision and that either PARTY may seek injunctive relief or specific performance as a non-exclusive remedy for such breach or threatened breach. The confidentiality obligations set forth in this Section shall survive the termination or expiration of this AGREEMENT for an additional three (3) years.

10.6 Rights, Title and Interest. The disclosing PARTY shall retain all of its right, title and interest in any Confidential Information it discloses to the receiving PARTY. Except as otherwise expressly provided in this AGREEMENT, no license or property interest is granted by this AGREEMENT with respect to any Confidential Information including, but not limited to, under any patent, trademark, copyright or other intellectual property right, nor is any such license to be implied solely by virtue of the disclosure of Confidential Information.

10.7 Return or Destruction Obligation. The receiving PARTY shall at the request of the disclosing PARTY return or destroy all Confidential Information received from the disclosing PARTY, including any copies made by the receiving PARTY, except for Confidential Information that the receiving PARTY reasonably requires to fulfill its obligations under this AGREEMENT. Should the receiving PARTY destroy the Confidential Information, the receiving PARTY must certify in writing to the disclosing PARTY the fact that the Confidential Information was destroyed.

10.8 Data Privacy. The provisions of this Section shall be in addition to and not in lieu of any provisions of applicable law that may affect a PARTY's obligations hereunder, including, but not limited to, 47 U.S.C. § 222 (to the extent that it applies), and are not intended to constitute a waiver by a PARTY of any right with regard to the use or protection of the confidentiality of customer proprietary information provided by it.

10.9 Survival. Each PARTY shall remain bound by the provisions of this Section 10 during the Term of this AGREEMENT and for the period of three (3) years following the Term.

11. RELATION OF THE PARTIES

11.1 Independent Contractor Relationship. The relationship of the PARTIES under this AGREEMENT shall be that of independent contractors and nothing herein shall be construed as creating any other relationship between the PARTIES.

11.2 No Employee Relationship, Partnership, Etc. Nothing contained in this AGREEMENT shall make either PARTY the employee of the other, create a partnership, joint venture, or other similar relationship between the PARTIES, or grant to either PARTY a franchise, distributorship or similar interest.

11.3 Each PARTY Responsible for Its Own Employees and Others. Each PARTY shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, agents and contractors. The persons provided by each PARTY to perform the obligations under this AGREEMENT shall be solely that PARTY's employees and shall be under the sole and exclusive direction and control of that PARTY. They shall not be considered employees of the other PARTY for any purpose. Each PARTY shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each PARTY shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and territorial withholding.

11.4 No Responsibility for Management. Except as otherwise expressly provided in this AGREEMENT, no PARTY undertakes to perform any obligation of the other PARTY, whether regulatory or contractual, or to assume any responsibility for the management of the other PARTY's business.

11.5 Non- Exclusive Relationship. The relationship of the PARTIES under this AGREEMENT is a non-exclusive relationship.

11.6 Liability of Others. Nothing in this AGREEMENT shall be constructed to impose any liability upon either PARTY to persons, firms, associations or corporations engaged by the other as independent contractors or in any other capacity whatsoever, or make the Government of the Virgin Islands liable to any such persons, firms, associations or corporations for the acts, omissions, liabilities, obligations and taxes of LIBERTY.

11.7 Indemnification. LIBERTY agrees to indemnify, defend and hold harmless the Government from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and expense (including attorney's fees) and causes of action of whatsoever character which the Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by LIBERTY under this AGREEMENT and arising from any cause, except the sole negligence of the Government.

12. **FORCE MAJEURE**

12.1 Force Majeure Events. Neither PARTY shall be held liable for any interruption, delay or failure in performance of any part of this AGREEMENT arising from any cause beyond its reasonable control and without its fault or negligence, including acts of God; fire; flood; hurricane; tsunami; earthquake; volcanic action; other natural catastrophe or unusually severe weather; Laws; omission or action by any governmental authority having jurisdiction; boycott, civil unrest or riot; civil war; power outages or blackouts; epidemic, pandemic, disease outbreak or public health emergency; national emergency; explosions; nuclear accidents; act of terrorism or war; world war; labor unrest, embargoes, strikes, or other concerted acts of workmen; accidents; acts of a third PARTY that delay the PARTY's access to a fiber cut repair; vandalism or theft; inability to obtain in the United States Virgin Islands equipment, parts, software or repairs thereof; acts of an independent third PARTY other than the agents, contractors, invitees or other third PARTIES for which such PARTY or any of its end users is responsible; or any other cause, circumstances, or contingencies or other similar events beyond the reasonable control of a PARTY (each, a "Force Majeure Event"). For avoidance of doubt, the following are not Force Majeure Events under this AGREEMENT: (a) market conditions or fluctuations (including a downturn of Customer's business); (b) losses of subsidy payments from or on behalf of any government or agency; and (c) changes in the financial condition or economic circumstances of a PARTY arising from changes in laws or regulations, including without limitation tax laws and regulations.

12.2 Notification; Limited Duty of Mitigation. The PARTY whose performance is affected by such a Force Majeure Event will promptly notify the other PARTY, giving details of the Force Majeure Event, and the obligations of the PARTY giving such notice will be suspended to the extent caused by the Force Majeure Event so long as the Force Majeure Event continues, and the time for performance of the affected obligation hereunder will be extended by the time of the delay caused by the Force Majeure Event. The PARTY whose performance is affected by a Force Majeure Event shall take, and cause its affiliates to take, all reasonable steps to mitigate the effect of such Force Majeure Event as soon as reasonably practicable under the circumstances, including incurring costs reasonably necessary to minimize such effect. The PARTY whose performance is affected shall use commercially reasonable efforts to avoid or remove the cause(s) of its non- performance, and shall not unreasonably discriminate in favor of its affiliates, and both PARTIES shall proceed to perform once the cause(s) are removed or cease.

12.3 VITEMA will share with Liberty its disaster recovery plan.

13. DESIGNATION OF POINTS OF CONTACT AND ESCALATION LIST

13.1 Designation Point of Contact. Each PARTY shall designate and deliver in writing the name(s) and contact information (including mobile telephone number and electronic mail address) of the individual(s) who shall be available to the other PARTY by telephone 24 hours per day, 7 days per week, 365 days per year to coordinate responses to significant network outages, or other similar service failures, affecting the arrangements established or maintained under this AGREEMENT.

13.2 Escalation List for Emergencies. Each PARTY shall deliver to the other PARTY an escalation list, featuring appropriate senior managers and officers, for the other PARTY's use in emergency situations affecting performance under the terms of this AGREEMENT that reasonably warrant the attention of such senior managers and officers. The escalation list provided under the terms of the preceding sentence shall include appropriate contact information for such senior managers and officers listed therein.

13.3 Escalation List for Non-Emergencies. Each PARTY shall deliver to the other PARTY an escalation list, featuring appropriate senior managers and Officers, for the other PARTY's use in non-emergency services under the terms of this AGREEMENT that reasonably warrant the attention of management. The escalation list shall include appropriate contact information for management.

13.4 Delivery of List. The designation of the individual(s), point(s) of contact and the escalation lists shall be delivered to the other PARTY no more than ten (10) Business Days after the execution of this AGREEMENT.

14. NOTICES.

14.1 All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) if sent by certified or registered U.S. mail, return receipt requested, postage prepaid, on the date actually received by the recipient as confirmed by the recipient's signed receipt of delivery. Also, a PARTY may send by e-mail copies of such communications to the other PARTY, but such notification via e-mail shall not constitute notice. Such communications must be sent to the respective PARTIES at the following addresses (or at such other address as the intended recipient shall have previously been specified in a provided to the other PARTY in accordance with this Section).

If to Government of the Virgin Islands:

Virgin Islands Territorial Emergency Management Agency
8221 Estate Nisky
St. Thomas, U.S. Virgin Islands 00803
E-mail: daryl.jaschen@vitema.vi.gov
Attention: Daryl D. Jaschen, Director

Department of Property and Procurement
8201 Subbase, Ste 4
St. Thomas, U.S. Virgin Islands 00802
Email: lisa.alejandro@dpp.vi.gov
Attention: Lisa M. Alejandro, Acting Commissioner

With a copy (which shall not constitute notice) to:
Virgin Islands Territorial Emergency Management Agency
8221 Estate Nisky
St. Thomas, U.S. Virgin Islands 00803
E-mail: winston.simon@vitema.vi.gov
Attention: Winston Simon, Administration & Finance

If to LIBERTY:

LIBERTY Tower

VITEMA-LMUSVI

Page 12 of 16

279 Ponce de Leon Ave.
San Juan, PR 00918
E-mail: Loren.Ramirez@libertypr.com
Attention: Loren Ramirez

With a copy (which shall not constitute notice) to:

LIBERTY Tower
279 Ponce de Leon Ave.
San Juan, PR 00918
E-mail: Carla.framil@LIBERTYpr.com
Attention: Carla Framil Ferrán, General Counsel

and

Omar E. Martínez Vázquez
Martinez & Martinez
317-B Columbia Street
University Gardens
San Juan, PR 00918

15. CHANGES IN LAW OR REGULATION

In the event that any effective and governing statute or effective and governing order, rule, or decision of the FCC, the PSC, or a court of competent jurisdiction is released following the Effective Date and materially affects any term(s) of this AGREEMENT, the rights or obligations of a PARTY hereunder or the ability of a PARTY to perform any material provision of this AGREEMENT (hereinafter referred to as “Change in Law”), either PARTY may, in writing, request to negotiate with the other PARTY whether and how such term(s) shall be modified to address the Change in Law. The PARTIES shall negotiate regarding any such Change in Law modification(s) in good faith, and the PARTIES shall complete their negotiations within thirty (30) days after the date on which the written request for negotiation is received by the non-requesting PARTY. If the PARTIES do not agree on such Change in Law modification(s) within that thirty (30) day negotiation period, then, after the end of the forty-fifth (45th) day, either PARTY may pursue any remedies available to it under this AGREEMENT, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the PSC, the FCC, or a court of competent jurisdiction; provided, however, that the PARTIES shall continue to work in good faith toward the resolution of the disagreement. The PARTIES shall promptly amend this AGREEMENT, if necessary, to reflect any Change in Law modification(s), but in any event within fifteen (15) days after the date on which the PARTIES agree on such Change in Law modification(s) or

receive a resolution of a disagreement, whichever is earlier. The amended AGREEMENT shall have an effective date that coincides with the effective date of the Change in Law giving rise to such negotiations. The PARTIES agree that, except as otherwise provided herein, the rates, terms, and conditions of any amended AGREEMENT shall not be applied retroactively to any period prior to such effective date.

16. SEVERABILITY

16.1 Invalidity, Illegality or Unenforceability of a Section. If any provision of this AGREEMENT shall for any reason be found to be invalid, illegal or unenforceable in any respect, for any reason by a regulatory agency or court having jurisdiction, such invalidity, illegality or unenforceability will affect only the provision(s) subject to such finding, and shall not affect any other provision of this AGREEMENT. In all other respects, this AGREEMENT will stand as if such invalid, illegal or unenforceable provision had not been a part thereof, and the balance of the AGREEMENT shall remain in full force and effect.

16.2 Amendment to the AGREEMENT. If any provision of this AGREEMENT shall be held to be invalid, illegal or unenforceable by virtue of its scope or period of time, but may be made enforceable by a limitation thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it valid, legal and enforceable or in the alternative both PARTIES shall negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision a mutually acceptable provision that is consistent with the original intent of the PARTIES.

17. RULES OF CONSTRUCTION

17.1 Sections and Subsections. A reference to a Section or Subsection of this AGREEMENT (whether capitalized or not) shall be deemed and construed to include any and all subsections of the specific provision so referenced.

17.2 Headings and Captions. The headings and captions in this AGREEMENT are for convenience only and shall not be construed to define or limit any of the terms herein.

17.3 References. A reference to a statute, regulation, tariff, Agreement, or document shall be deemed and construed to be a reference to such statute, regulation, tariff, Agreement, or document as amended and supplemented from time to time.

18. WAIVER

The terms, covenants, representations and warranties of this AGREEMENT may be waived only by a written instrument executed by the PARTY waiving compliance. The failure of a PARTY at any time to require performance of any provision hereof shall in no manner affect the right of that PARTY at a later date to require such performance. No waiver by either PARTY of any breach of any term, covenant, representation or warranty contained in this AGREEMENT, whether by conduct or otherwise, in any one or more instances, shall be deemed to be construed as a further or continuing waiver of any such breach, or the breach of any other term, covenant, representation or warranty of this AGREEMENT.

19. MODIFICATION

Neither this AGREEMENT nor any provision hereof shall be modified, waived, supplemented or amended except by a written instrument signed by both PARTIES. The term "this AGREEMENT" shall include future amendments, modifications, and supplements.

20. ENTIRE AGREEMENT

This AGREEMENT, together with any Schedules, Attachments, Appendices, and Exhibits, attached to and incorporated by reference into the AGREEMENT, collectively contain the entire AGREEMENT between the PARTIES with respect to the subject matter of this AGREEMENT, and this AGREEMENT supersedes any prior AGREEMENT between the PARTIES as to the subject matter of this AGREEMENT, whether oral or written. The PARTIES agree that this AGREEMENT has not been induced by any representations, promises, or undertakings with either PARTY which have not been expressed herein, and that there are no collateral Agreements, representations, warranties, covenants, stipulations, promises or understandings whatsoever by the respective PARTIES in any way affecting the subject matter of this AGREEMENT which are not expressly contained in this AGREEMENT.

21. ASSIGNMENT

21.1 Assignment Limitations. Neither PARTY may assign this AGREEMENT or any right or interest under this AGREEMENT, nor delegate any obligation under this AGREEMENT, without the prior written consent of the other PARTY, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either PARTY may assign, without the consent of the other PARTY, its rights and obligations under this AGREEMENT: (i) to any of its affiliates, successors through merger, or acquirers of substantially all of its assets; or (ii) if necessary to be in compliance with the rules and/or regulations of any regulatory agency, governmental agency, legislative body or court of competent jurisdiction, provided that the assignee acknowledges in writing its assumption of the obligations of the assignor hereunder.

21.2 Successor. This AGREEMENT shall be binding on and inure to the benefit of the respective successors and permitted assigns of the PARTIES.

22. THIRD PARTY BENEFICIARIES

Except as expressly set forth in this AGREEMENT, this AGREEMENT is for the sole benefit of the PARTIES and their permitted successors and assigns, and nothing herein shall create or be construed to provide any third-persons (including, but not limited to, customers, subscribers, end users or contractors of a PARTY) with any rights (including, but not limited to, any third-PARTY beneficiary rights) hereunder. Except as expressly set forth in this AGREEMENT, a PARTY shall have no liability under this AGREEMENT to the customers, subscribers, or end users of the other PARTY or to any other third person.

23. SURVIVAL

Any and all provisions of this AGREEMENT which by their nature or terms contemplate survival beyond the expiration of this AGREEMENT or which are reasonably necessary to survive termination in order to achieve their respective fundamental purposes, including any provisions of this AGREEMENT relating to or specifically entitled Intellectual Property Rights and Marks, payment, confidentiality and non-disclosure, indemnification, liability, and dispute resolution shall survive and continue to bind the PARTIES following any termination of this AGREEMENT.

24. GOVERNING LAW

24.1 Interpreted, Governed and Construed. This AGREEMENT shall be governed by and construed in accordance with the Communications Act as interpreted by the FCC and federal courts of competent jurisdiction. To the extent a dispute arises under this AGREEMENT that is not addressed by the Communications Act of 1934, the dispute shall be interpreted, governed by and construed in accordance with the domestic laws of the United States Virgin Islands, without regard to its conflict of laws principles. By signing this AGREEMENT, the PARTIES hereby expressly consent that any process, or notice(s) of motion(s) or any application to a court may be served outside of the United States Virgin Islands, by certified or registered mail, return receipt requested, or by personal service.

24.2 Exclusive Jurisdiction. The PARTIES hereby submit to the exclusive jurisdiction of, the courts of the United States Virgin Islands and the federal court located in St. Thomas, United States Virgin Islands. Each PARTY waives any right they may have to assert the doctrine of *forum non conveniens*, to assert that it is not subject to the jurisdiction of such courts or to object to venue to the extent any proceeding is brought in accordance with this section.

25. JOINT WORK PRODUCT

This AGREEMENT is the joint work product of representatives of the PARTIES. For convenience, it has been drafted in final form by one of the PARTIES. Accordingly, in the event of ambiguities, no inferences will be drawn against either PARTY solely on the basis of authorship of this AGREEMENT.

26. COUNTERPARTS

This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the respective representatives of the PARTIES have executed this AGREEMENT on their behalf on the day first set forth below.

VIRGIN ISLANDS TERRITORIAL EMERGENCY
MANAGEMENT AGENCY

Daryl Jaschen
Signature

DARYL D. JASCHEN

Title Director

Date 6/8/2023

LIBERTY MOBILITY USVI, Inc. &
BROADBAND VI, LLC

Naji Khoury Rize
Signature

NAJI KHOURY

Title CEO

Date 6/8/2023

DEPARTMENT OF PROPERTY AND
PROCUREMENT

Lisa M. Alejandro
Signature

LISA M. ALEJANDRO

Title Commissioner Nominee

Date 6/16/2023

APPROVED FOR LEGAL SUFFICIENCY –
VIRGIN ISLANDS DEPARTMENT OF JUSTICE

Jan Stephen Anthony Clement, Esq.
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Date 6/16/23