

**Fill in this information to identify the case:**

Debtor Starry Group Holdings, Inc.

United States Bankruptcy Court for the: \_\_\_\_\_ District of Delaware  
(State)

Case number 23-10219

# Official Form 410

## Proof of Claim

04/22

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

**Part 1: Identify the Claim**

1. Who is the current creditor?	<u>ArenaCX, Inc.</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	<b>Where should notices to the creditor be sent?</b> <u>ArenaCX, Inc.</u> <u>Alan Pendleton, CEO</u> <u>310 S. Harrington St., Suite 112</u> <u>Raleigh, NC 27603, United States</u>  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<b>Where should payments to the creditor be sent? (if different)</b>  Contact phone <u>9195187129</u> Contact email <u>legal@arenacx.com</u>
	Contact phone _____ Contact email _____  Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

<b>6. Do you have any number you use to identify the debtor?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor:   __ __ __ __
<b>7. How much is the claim?</b>	\$ <u>18,739.92</u> <b>Does this amount include interest or other charges?</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
<b>8. What is the basis of the claim?</b>	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.  <u>Contract</u>
<b>9. Is all or part of the claim secured?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. <b>Nature or property:</b>  <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> .  <input type="checkbox"/> Motor vehicle  <input type="checkbox"/> Other. Describe: _____  <b>Basis for perfection:</b> _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  <b>Value of property:</b> \$ _____ <b>Amount of the claim that is secured:</b> \$ _____ <b>Amount of the claim that is unsecured:</b> \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)  <b>Amount necessary to cure any default as of the date of the petition:</b> \$ _____  <b>Annual Interest Rate</b> (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
<b>10. Is this claim based on a lease?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <b>Amount necessary to cure any default as of the date of the petition.</b> \$ _____
<b>11. Is this claim subject to a right of setoff?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ \_\_\_\_\_

☐ Up to \$3,350\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_

☐ Wages, salaries, or commissions (up to \$15,150\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ \_\_\_\_\_

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 03/20/2023  
MM / DD / YYYY

/s/Chris Sundermeier  
Signature

Print the name of the person who is completing and signing this claim:

Name Chris Sundermeier  
First name Middle name Last name

Title Counsel

Company ArenaCX, Inc.  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 480-0830 | International (781) 575-2040

<b>Debtor:</b> 23-10219 - Starry Group Holdings, Inc.		
<b>District:</b> District of Delaware		
<b>Creditor:</b> ArenaCX, Inc. Alan Pendleton, CEO 310 S. Harrington St., Suite 112  Raleigh, NC, 27603 United States <b>Phone:</b> 9195187129 <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> legal@arenacx.com	<b>Has Supporting Documentation:</b> Yes, please mail physical supporting documentation <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Creditor	
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Contract	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 18,739.92	<b>Includes Interest or Charges:</b> No	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> No <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b> <b>Annual Interest Rate:</b> <b>Arrearage Amount:</b> <b>Basis for Perfection:</b> <b>Amount Unsecured:</b>	
<b>Submitted By:</b> Chris Sundermeier on 20-Mar-2023 12:56:42 p.m. Eastern Time <b>Title:</b> Counsel <b>Company:</b> ArenaCX, Inc.		

# **Additional Supporting Documents Received on 4/4/2023**

**RECEIVED**

**APR 04 2023**

**KURTZMAN CARSON CONSULTANTS**



231021923040400000000001



March 24, 2023

Via US Mail

Starry Group Holdings, Inc., Claims Processing Center  
c/o Kurtzman Carson Consultants LLC  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245

Re: Proof of Claim of ArenaCX, Inc.  
In re: Starry Group Holdings, Inc., *et al.*, Chapter 11 Case No. 23-10219 (KBO); In  
the United States Bankruptcy Court For The District Of Delaware

Dear Sir/Madam:


Enclosed is a copy of the Proof of Claim Summary of ArenaCX, Inc. that was electronically filed  
on March 20, 2023, along with the requested supporting claim documentation.

Please let us know if you require any additional information in support of this claim.

Please also confirm receipt via email to Christopher Sundermeier, Counsel for ArenaCX  
([Sundermeierc@gmail.com](mailto:Sundermeierc@gmail.com)) and Alan Pendleton, CEO for ArenaCX ([alan@arenacx.com](mailto:alan@arenacx.com)).

Thank you for your cooperation.

Sincerely,

  
Christopher Sundermeier  
Counsel for ArenaCX, Inc.

cc: Alan Pendleton, CEO, ArenaCX, Inc.  
enclosures

RECEIVED

APR 04 2023

KURTZMAN CARSON CONSULTANTS

Fill in this information to identify the case:

Debtor Starry Group Holdings, Inc.

United States Bankruptcy Court for the: \_\_\_\_\_ District of Delaware  
(State)

Case number 23-10219

## Official Form 410 Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

### Part 1: Identify the Claim

1. Who is the current creditor?	<u>ArenaCX, Inc.</u> Name of the current creditor (the person or entity to be paid for this claim)  Other names the creditor used with the debtor _____											
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____											
3. Where should notices and payments to the creditor be sent?  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<table border="1"><thead><tr><th>Where should notices to the creditor be sent?</th><th>Where should payments to the creditor be sent? (if different)</th></tr></thead><tbody><tr><td colspan="2"><u>ArenaCX, Inc.</u> <u>Alan Pendleton, CEO</u> <u>310 S. Harrington St., Suite 112</u> <u>Raleigh, NC 27603, United States</u></td></tr><tr><td>Contact phone <u>9195187129</u></td><td>Contact phone _____</td></tr><tr><td>Contact email <u>legal@arenacx.com</u></td><td>Contact email _____</td></tr><tr><td colspan="2">Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____</td></tr></tbody></table>		Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)	<u>ArenaCX, Inc.</u> <u>Alan Pendleton, CEO</u> <u>310 S. Harrington St., Suite 112</u> <u>Raleigh, NC 27603, United States</u>		Contact phone <u>9195187129</u>	Contact phone _____	Contact email <u>legal@arenacx.com</u>	Contact email _____	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
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Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____												
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on <u>MM / DD / YYYY</u>											
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____											



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?

☒ No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_\_

7. How much is the claim?

\$ 18,739.92

Does this amount include interest or other charges?

☒ No

☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Contract

9. Is all or part of the claim secured?

☒ No.

☐ Yes. The claim is secured by a lien on property.

Nature or property:

☐ Real estate: If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: \_\_\_\_\_

Basis for perfection: \_\_\_\_\_

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ \_\_\_\_\_

Amount of the claim that is secured: \$ \_\_\_\_\_

Amount of the claim that is unsecured: \$ \_\_\_\_\_ (The sum of the secured and unsecured amount should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ \_\_\_\_\_

Annual Interest Rate (when case was filed) \_\_\_\_\_%

☐ Fixed

☐ Variable

10. Is this claim based on a lease?

☒ No

☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?

☒ No

☐ Yes. Identify the property: \_\_\_\_\_





12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check all that apply:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ \_\_\_\_\_

☐ Up to \$3,350\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_

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\$ \_\_\_\_\_

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\$ \_\_\_\_\_

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

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The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 03/20/2023  
MM / DD / YYYY

/s/Chris Sundermeier  
Signature

Print the name of the person who is completing and signing this claim:

Name Chris Sundermeier  
First name Middle name Last name

Title Counsel

Company ArenaCX, Inc.  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 310 S. Harrington St. Suite 112  
Raleigh, NC 27603

Contact phone 650-430-7015

Email

Sundermeierc@gmail.com



# KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 480-0830 | International (781) 575-2040

<b>Debtor:</b> 23-10219 - Starry Group Holdings, Inc.		
<b>District:</b> District of Delaware		
<b>Creditor:</b> ArenaCX, Inc. Alan Pendleton, CEO 310 S. Harrington St., Suite 112  Raleigh, NC, 27603 United States <b>Phone:</b> 9195187129 <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> legal@arenacx.com	<b>Has Supporting Documentation:</b> Yes, please mail physical supporting documentation <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Creditor	
	<b>Other Names Used with Debtor:</b>	
<b>Amends Claim:</b> No <b>Acquired Claim:</b> No		
<b>Basis of Claim:</b> Contract	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 18,739.92	<b>Includes Interest or Charges:</b> No	
<b>Has Priority Claim:</b> No		
<b>Priority Under:</b>		
<b>Has Secured Claim:</b> No		
<b>Nature of Secured Amount:</b> <b>Value of Property:</b>		
<b>Amount of 503(b)(9):</b> No		
<b>Annual Interest Rate:</b>		
<b>Based on Lease:</b> No		
<b>Arrearage Amount:</b>		
<b>Subject to Right of Setoff:</b> No		
<b>Basis for Perfection:</b>		
<b>Amount Unsecured:</b>		
<b>Submitted By:</b> Chris Sundermeier on 20-Mar-2023 12:56:42 p.m. Eastern Time		
<b>Title:</b> Counsel		
<b>Company:</b> ArenaCX, Inc.		

**ArenaCX**

310 S Harrington St, Suite 112  
Raleigh, NC 27603 US  
+1 8332736229  
billing@arenacx.com

**INVOICE**

**BILL TO**  
Emily Martin  
Starry, Inc.  
38 Chauncy Street  
2nd Floor  
Boston, MA 02111

**SHIP TO**  
Emily Martin  
Starry, Inc.  
38 Chauncy Street  
2nd Floor  
Boston, MA 02111

**INVOICE** 1401  
**DATE** 08/13/2022  
**TERMS** Net 7  
**DUE DATE** 08/20/2022

ACTIVITY	QTY	RATE	AMOUNT
Marketplace Labor Business Development Representative Support,Dedicated BDR Rep, Aug-2022, ProximoCX	1	13,248.00	13,248.00
Marketplace Labor Business Development Supervisor, Dedicated Supervisor for BDR Program, Aug-2022, ProximoCX	1	3,777.75	3,777.75
Marketplace Labor Commission for: July, 2022, ProximoCX	1	1,164.38	1,164.38
Non-Recurring Revenue:Late fee 1.5% - Applied on Jan 5, 2023			272.85
Non-Recurring Revenue:Late fee 1.5% - Applied on Feb 5, 2023			276.94

Wire/ACH Payments:  
Routing: 122238200  
Account: 1002122156  
Swift: FNSDUS6D  
Pacific Western Bank  
406 Blackwell Street, #240  
Durham, NC 27701

To pay electronically, select the green "Pay Now" button from the top of your electronic invoice and enter your bank details.

**BAIANCE DUE**

**USD 18,739.92**

PLEASE NOTE: a 1.5% service charge will be added per month to invoices received past 14 days of due date.

**QUESTIONS?**

Please contact: ArenaCX Accounts Receivable  
billing@arenacx.com

**ArenaCX**

310 S Harrington St, Suite 112  
 Raleigh, NC 27603 US  
 +1 8332736229  
 billing@arenacx.com

**INVOICE**

<b>BILL TO</b>	<b>SHIP TO</b>	<b>INVOICE #</b>	<b>1449</b>
Emily Martin	Emily Martin	<b>DATE</b>	09/19/2022
Starry, Inc.	Starry, Inc.	<b>TERMS</b>	Net 7
38 Chauncy Street	38 Chauncy Street	<b>DUE DATE</b>	09/26/2022
2nd Floor	2nd Floor		
Boston, MA 02111	Boston, MA 02111		

ACTIVITY	QTY	RATE	AMOUNT
Marketplace Labor Business Development Representative Support, Oct2022, ProximoCX	1	13,248.00	13,248.00
Marketplace Labor Business Development Supervisor, ProximoCX	1	3,777.75	3,777.75
Marketplace Labor Commission for: Aug- 2022, ProximoCX	1	1,164.38	1,164.38
Non-Recurring Revenue:Late fee 1.5% - Applied on Dec 11, 2022			272.85
Non-Recurring Revenue:Late fee 1.5% - Applied on Jan 11, 2023			276.94
Non-Recurring Revenue:Late fee 1.5% - Applied on Feb 11, 2023			281.10
Non-Recurring Revenue:Late fee 1.5% - Applied on Mar 11, 2023			285.32

Wire/ACH Payments:  
 Routing: 122238200  
 Account: 1002122156  
 Swift: FNSDUS6D  
 Pacific Western Bank  
 406 Blackwell Street #240  
 Durham, NC 27701

(Pay Now) Link

**USD 19,306.34**

To pay electronically select the green 'Pay Now' button from the top of your electronic invoice and enter your bank details

PLEASE NOTE: a 1.5% service charge will be added per month to invoices received past 14 days of due date.

**QUESTIONS?**

Please contact: ArenaCX Accounts Receivable  
 billing@arenacx.com

## Universal Terms of Marketplace Trade

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This Universal Terms of Marketplace Trade ("Agreement") is between any Market Place Partner ("MPP") and Market Place Member ("MPM") using the ArenaCX platform of ArenaCX Services (as Service(s) is defined in the applicable Marketplace Partner Agreement between ArenaCX and the applicable MPP ("MPPA") and the applicable Marketplace Member Agreement between ArenaCX and the applicable MPM ("MPMA"), as the case may be). Each is also referred to individually as a "Party" and jointly as the "Parties," provides terms and conditions that will apply to the services described in section 1 ("Support Services").

This Agreement is effective upon the first use of the ArenaCX Services for the provisions of Support Services. The rights and obligations of this Agreement govern any and all interaction between MPPs and MPMs for the provision of Support Services through use of the ArenaCX Services. Sections 3, 4, 6, 7 and 11 shall survive and continue after expiration or termination of this Agreement and shall bind the Parties and their legal representatives, successors, heirs and assigns.

- 1.0 Services and Payment.** MPPs will use commercially reasonable efforts to perform all: (i) support service center services (the "Support Services") and (ii) meet all service measurements outlined in the applicable campaign SOW or other campaign documents between the Parties, which are incorporated into this Agreement by this reference. Compensation Rates and payment terms are addressed in the applicable SOW and/or campaign documents as well. MPM will have satisfied its payment obligation in a timely manner by making payment within period specified in the applicable SOW by paying through the methods provided for by the ArenaCX Services.
- 2.0 Termination of an Existing Campaign SOW.** A Party can terminate their participation in any particular Campaign SOW (i) for convenience upon sixty (60) days' notice to ArenaCX and (ii) for breach within thirty (30) days of another Party breaching their obligations in any particular Campaign SOW provided the non-breaching Party provides notice at least fifteen (15) days prior to terminating to ArenaCX and allows the alleged breaching Party ten (10) days to cure the alleged breach.
- 3.0 Warranties.** MPPs makes the following ongoing representations and warranties to MPMs: (i) MPP has the right to enter into this Agreement and its performance of this Agreement and MPP is in full compliance with and will not violate the terms of any contract, obligation, law, regulation or ordinance to which it is or becomes subject; (ii) no claim, lien, or action exists or is threatened against MPP that would interfere with MPM's rights or protections under this Agreement; (iii) MPP ensures that all MPMs and their customers, potential customers, and other individuals (collectively, "Customers") personal and other information accessed by MPP is protected from any misuse, breach, or any other harmful effects to such Customers consistent with industry standards; (iv) MPP has and will maintain cyber security protections necessary to be in compliance with State, Federal, local, and where applicable, international, data privacy regulations related to privacy, security and accessibility of Customer and MPM information, consistent with industry standards; (v) all Services will be provided with commercially reasonable efforts by MPP, and (vi) MPP is and will remain in compliance with all laws and regulations, and will not infringe or violate any privacy rights or intellectual property right of the MPM and its Customers. The rights and remedies available to the MPM under the Agreement are cumulative and are not exclusive of any rights or remedies available at law or in equity.

OTHER THAN AS SPECIFIED IN THIS SECTION OR ELSEWHERE HEREIN, MPP AND MPM MAKE NO OTHER REPRESENTATION OR WARRANTY TO THE OTHER PARTY. THE WARRANTIES STATED HEREIN ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (BUT NOT LIMITED TO) ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### 4.0 Confidential Information.

- 4.1 "Confidential Information" or "CI" means: (i) this Agreement; (ii) all other information identified by a Party to the other Party as confidential by: (a) presentation; (b) delivery; (c) authorized access, such as to a data base; or (d) any other express means.

4.2 The recipient Party agrees (i) not to use CI other than for the scope of this Agreement and benefit of the disclosing Party, (ii) not disclose nor permit access to any CI other than to its employees or others who have a need to know for purposes of carrying out the objectives of this Agreement, (iii) have an appropriate written agreement with its employees and others sufficient to enable the recipient Party to comply with all the provisions of this Agreement, (iv) not make any copies of CI, without the disclosing Party's written authorization. If required to disclose CI by law or court order, the recipient Party will give the disclosing Party prompt notice to allow (with reasonable assistance from the recipient Party) disclosing Party a reasonable opportunity to obtain a protective order and other protections. Upon request by the disclosing Party, the recipient Party agrees to return or certify destruction of all CI (including any related notes, electronic media, or other related information that may contain CI) within thirty calendar days of such request.

In addition, if either party is or becomes a United States publicly traded entity, MPM and MPP shall advise their representatives who are informed as to matters that are the subject of this Agreement, that the United States securities laws prohibit any person who has received material, non-public information concerning MPM or MPP from purchasing or selling securities of MPM or MPP or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

## **5.0 Reserved.**

**6.0 Indemnification.** Each Party shall defend, indemnify, hold harmless, and make whole the other Party and its directors, officers employees, agents, affiliates, representatives, successors and assigns, as well as its distributors, and Customers from any and all third party claims, suits, settlements, losses, damages, liabilities, costs and expenses (including but not limited to reasonable attorneys' fees related thereto) directly caused by a Party's material breach of this Agreement's representations or warranties.

**7.0 Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES, DISTRIBUTORS OR CUSTOMERS BE LIABLE TO THE OTHER PARTY FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DIRECT DAMAGES, OR CONSEQUENTIAL, PUNITIVE, INCIDENTAL, OR OTHER INDIRECT DAMAGES OR LOSS OF PROFIT BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY, WHICH MAY ARISE HEREUNDER. NOTWITHSTANDING THE FOREGOING, MPM WILL REMAIN LIABLE FOR ANY UNPAID OUTSTANDING PAYMENT OBLIGATIONS IT HAS TO MPP FOR THE PROVISION OF SUPPORT SERVICES.

**8.0 Insurance.** MPP shall maintain comprehensive liability insurance affording it coverage consistent with good business practice for the size and type of business operated by MPP.

**9.0 No Assignment.** Neither party may assign this Agreement, without the written consent of the other and ArenaCX, and any prohibited assignment or transfer shall be null and void.

**10.0 Terms Related to Non-Payment.** If a MPM fails to make any payments required under this MPM-MPP Agreement or a Campaign SOW, then in addition to any other rights the MPP may have under this MPM-MPP Agreement or applicable law: (i) The MPM will owe the MPP an interest penalty of one and one-half percent (1.5%) per month on any outstanding balance under each delinquent invoice, or the maximum permitted by law (whichever is less); (ii) The MPP will be entitled to recover its reasonable attorneys' fees, other legal expenses (including expert witness fees and expenses on appeal) and other reasonable costs to collect such amounts; (iii) If the MPP's account remains delinquent (with respect to payment of a valid invoice) for thirty (30) days after receipt of a delinquency notice from the MPP, which may be provided via email to the MPM's designated billing contact, ArenaCX may temporarily suspend the MPM's access to the Services, up to and including termination. The MPM will continue to incur and owe all applicable Fees irrespective of any such Services suspension. (iv) The Parties agree that ArenaCX is authorized to include the interest penalty on the MPM's account, suspend the MPM's account, as well as take other measure that ArenaCX determines in its sole discretion are necessary to help delinquent invoices be paid.

## **11.0 General**

- 11.1 **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to conflict of law principles in that or any other jurisdiction.
- 11.2 **Section Headings.** Section and paragraph headings used in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- 11.3 **Complete Agreement.** This Agreement, along with each Parties' ArenaCX Agreement (as defined in the applicable party's MPPA or MPMA, as the case may be) is the complete agreement regarding the Support Services and use of the ArenaCX Services, and replaces all prior oral or written communications, representations, warranties, covenants, and commitments between the parties regarding such ArenaCX Services. The Parties agree that this Agreement supersedes any prior agreements, proposals, or communications, written or oral, regarding this subject matter. No representation or promise relating to, and no amendment of, this Agreement shall be binding unless it is in writing and signed by duly authorized representatives of each Party.
- 11.4 **Severability.** In the event that any of the provisions contained in this Agreement are held to be unenforceable, this Agreement shall be construed without such provisions.
- 11.5 **Export Control.** Exchange of Confidential Information under this Agreement is subject to all applicable export laws and regulations. Except to the extent permitted by a separate written Agreement, the Parties will not disclose any information requiring an authorization to be exported. Each Party also specifically agrees to comply with all applicable laws, regulations, orders and sanctions relating to prohibitions or limitations on relationships or transactions with prohibited countries or individuals (e.g., those administered by the U.S. Commerce or Treasury Departments).
- 11.6 **Relationship of the Parties.** Each Party is acting solely as an independent company. This Agreement shall not be construed to establish any form of partnership, agency, franchise or joint venture of any kind between MPP and MPM nor to constitute either party as the agent or representative of the other. This Agreement shall not be construed to provide for any sharing of profits or losses between the parties. Each party acknowledges that it has not relied on any promises, inducements, representations or other statements made by the other party regarding the commercial viability, profitability or success in the marketplace of any products.
- 11.7 **Use of Subcontractors.** MPP will not subcontract any Services or otherwise use any third party for support (including, without limitation, any cloud or other storage services), without a prior written agreement with each subcontractor, which will, at a minimum require the same or greater protections (including, without limitations, all representations, obligations, warranties and indemnification) as set forth in this Agreement and other Agreements incorporated by reference, and naming MPM as a third party beneficiary of all such protections.
- 11.8 **No Waiver.** No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of any such right, power, or remedy.
- 11.9 **Force Majeure.** In no event shall either Party be responsible for any delay or failure to perform under this Agreement if such delay or failure to perform is due to causes beyond its reasonable control, including (but not limited to) war, terrorism, embargoes, fire, earthquakes, acts of God, strikes, lockouts or other labor disputes, riots, epidemics, or orders by governmental authorities, except that at all times MPM shall be responsible for the prompt payment of its undisputed financial obligations to MPP.
- 11.10 **Dispute Resolution.** The Parties will first attempt through good faith negotiations between them to promptly resolve any controversy, dispute or claim ("Dispute") arising out of or relating to this Agreement, through negotiations between the Parties. Any Dispute shall be referred in writing to appropriate senior executives of each Party who shall have the authority to resolve the matter.

If the senior executives are unable to resolve the Dispute within thirty (30) days after either Party has given written notice of such Dispute to the other Party, the Parties shall settle such unresolved Dispute by arbitration administered by a mutually-appointed single arbitrator under the commercial rules of the American Arbitration Association. The arbitration shall take place in the English language in Delaware, United States.

The arbitrator may award to any prevailing Party its costs and expenses, including attorneys' fees. Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

The Parties herein undertake to keep confidential all awards in their arbitration, together with all materials in the proceedings created for the purpose of the arbitration and all other documents produced by another Party in the proceedings not otherwise in the public domain, to the extent that disclosure may be required of a Party by legal duty, to protect or pursue a legal right, or to enforce or challenge an award in legal proceedings before a court or other judicial authority.

Any award rendered by the arbitrator shall be final and binding on the Parties herein, and each Party hereby waives to the fullest extent permitted by law any right it may otherwise have under the laws of any jurisdiction to any form of appeal.

The provisions of this Section shall not apply to a Dispute involving either Party's Confidential Information or Intellectual Property. In the event of such a Dispute, either Party may immediately seek any legal and/or equitable remedies it deems necessary.

- 11.11 **Modifications.** Neither this Agreement, nor any rights or obligations hereunder shall be altered or modified in any way whatsoever, except by way of written amendment signed by both Parties.
- 11.12 **No Representation.** In entering into this Agreement, neither Party is relying on any representation not specified in this Agreement.
- 11.13 **Non-Exclusivity.** This Agreement is not exclusive. Nothing in this Agreement will prevent MPM or MPP from entering into similar arrangements with, or otherwise providing services to, any other person or entity with the exception of the provisions agreed to by the Parties in the MPPA and MPPA.
- 11.14 **Executed in Parts.** This Universal Terms of Marketplace Trade, together with any Campaign SOW, the MPMA, the MPPA and any attachments and exhibits, constitute the entire understanding between the Parties with respect to Services(s) provided herein and supersedes any prior agreements or understandings. This Agreement will be binding on the Parties hereto and their respective personal and legal representatives, successors and permitted assigns. Headings in this Agreement are provided for reference purposes only. This Agreement may be executed in counterparts, each and all of which constitute the full executed Agreement, and No amendment to this Agreement will be effective or binding unless it is made in writing and executed by authorized representatives of both parties.
- 11.15 **Digital Signature.** The Parties agree that a digitized (electronic) copy of the executed Agreement will be the same as an original copy.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by the duly authorized representative below.

**MPM: Starry, Inc.**

By: Emily Martin

Printed Name: Emily Martin

Title: Marketing Manger

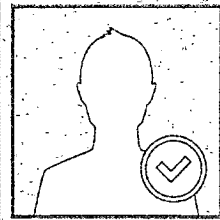
Date: 12 / 07 / 2021



# Signature Certificate

Document Ref: NV7NQ-KUFEC-KDQRW-M8JGZ

Document signed by:



**Emily Martin**

Verified E-mail:  
emartin@starry.com

*Emily Martin*

IP: 216.180.81.27 Date: 07 Dec 2021 21:59:18 UTC



Document completed by all parties on  
07 Dec 2021 21:59:18 UTC

Page 1 of 1



Signed with PandaDoc.com

PandaDoc is a document workflow and certified eSignature solution trusted by 25,000+ companies worldwide.



## Marketplace Member Agreement

This Marketplace Member Agreement ("MPMA") and all Exhibits incorporated by reference herein (collectively, "AGREEMENT" or "Agreement") is entered into and effective as of the date by which the MPMA has been executed by the Parties' respective duly authorized representatives ("Effective Date") by and between ArenaCX, a Delaware corporation (hereinafter called "ARENACX" or "ArenaCX"), and Starry, Inc. (hereinafter called "MEMBER") (each a "Party" and, collectively, the "Parties"). In the event of any conflicts or inconsistencies among this MPMA, the Universal Terms of Marketplace Trade ("Trade Terms"), and/or any SOW (defined below), the following order-of-precedence shall apply: The AGREEMENT shall take precedence over all other agreements, and the applicable SOW terms shall take precedence over any conflicting term in the Trade Terms, but only to the extent that the applicable SOW expressly states that such applicable term(s) in such SOW shall govern over the applicable conflicting term(s) in the Trade Terms. This AGREEMENT supersedes any other agreements made between MEMBER and the applicable PARTNER (as defined in Section 1 (Provision of the Service) below), whether express or implied.

WHEREAS, MEMBER desires to receive from ARENACX, by and through the applicable PARTNER, and ARENACX desires to provide to MEMBER, access to and use of the Service (as defined in Section 1 (Provision of Service) below), all subject to and in accordance with the terms and conditions of this AGREEMENT.

Now, therefore pursuant to the foregoing premises and the terms and conditions hereinafter set forth, the Parties agree as follows:

### **1. Provision of the Service**

(i) Subject to and in accordance with the terms and conditions of this AGREEMENT, MEMBER hereby requests ARENACX to provide, and ARENACX hereby agrees to provide to MEMBER, access to and use of the Service by and through the applicable PARTNER.

"Service" as used herein shall mean certain (i) marketing, sales, lead generation, campaign placement services directed to generation of MEMBER accounts; (ii) ongoing program management and optimization, including without limitation various vendor management services, such as one or more of partner identification, selection, and contracting; training capture; demand planning; case triage and routing; scorecarding; dashboarding; and billing, directed to enabling MEMBER success; and (iii) ancillary services, such as training, Service implementation assistance, or other professional services (collectively, "Professional Services"), which MEMBER requests and ARENACX is willing to provide by and through the applicable PARTNER pursuant to individual, mutually-agreeable statements of work that incorporate the terms and conditions of this Agreement and are executed by duly authorized representatives of each Party and are incorporated by reference herein ("SOWs") (all the foregoing services, collectively, "Marketplace Services"), by and through ARENACX's SaaS services for subscription

relationship management, accessible via a MEMBER portal on an internet web site or IP address designated by ARENACX, and as further described at <https://www.arenacx.com/legal> and all Content made available in connection therewith.

"PARTNER or "MPP" as used herein shall mean any entity in the sell-side of the marketplace for outsourced labor services that is authorized by ARENACX to provide the ARENACX-owned Service to entities, such as MEMBER, subject to and in accordance with a Marketplace Partner Agreement by and between such entity and ArenaCX ("Marketplace Partner Agreement" or "MPPA").

Subject to Section 2 (Non-Circumvention Provision) hereof and any revenue sharing provisions of this AGREEMENT, MEMBER reserves the right to buy the Service directly and through entities other than ARENACX (collectively, "Third-Party Entities"). The Parties covenant to and agree with one another that (a) ARENACX provides the Service hereunder solely as a conduit to facilitate potential transactions conducted by and between MEMBER and PARTNERS (collectively, "MEMBER Transactions"); (b) ARENACX is not and shall not be involved in any such MEMBER Transactions provided in connection therewith; and (c) in no event shall ARENACX have any obligations, responsibilities, or liability to MEMBER, PARTNERS, or any other entity or individual in connection with any such MEMBER Transactions or any disputes arising therefrom, including without limitation any claims made by or against MEMBER, any PARTNER, or any other such entity or individual with respect to data, intellectual property, or confidentiality breaches involving MEMBER, PARTNERS, and/or any such entity or individual.

(ii) At all times during the term of this AGREEMENT, all terms and conditions hereof, except for those set forth in Exhibits A, D, and E (all such excepted terms and conditions, collectively, the "SaaS Service Provisions"), which are attached hereto and incorporated by reference herein ("Exhibit A," "Exhibit D," and "Exhibit E"), shall apply. Unless otherwise agreed in writing between the Parties prior to any access to or use of the SaaS Service, then immediately upon any access to or use of the SaaS Service, or any ArenaCX Technology or ArenaCX IP associated therewith, by MEMBER or any employee, officer, director, agent, or other representative ("Representative") of MEMBER (collectively, "Users"), all terms and conditions of the SaaS Service Provisions also shall apply at all times during the remainder of the Term.

2. **Non-Circumvention Provision.** MEMBER will not enter into a separate agreement with any MPM or service provider to whom it has been introduced to by ArenaCX to buy the Service from it (via an active introduction and RFP process) for a period of twelve (12) months after the last date of its or any Member Affiliate's receipt or use of the Service. MEMBER acknowledges and agrees that any actual or threatened violation of any of the Non-Circumvention Provision, whether directly by MEMBER or indirectly by any MEMBER Representative or other third party, will cause ArenaCX irreparable harm and result in damage that may be largely intangible but nonetheless real, and that is incapable of complete remedy by an award of monetary or other damages. Accordingly, MEMBER agrees that any threatened or actual violation of the Non-Circumvention Provision, whether directly by MEMBER or indirectly by any MEMBER Representative or other third party, will give ArenaCX the right to a court-ordered injunction or other appropriate order to specifically enforce, or otherwise prevent such

actual or threatened breach of, any Non-Circumvention Provisions. MEMBER agrees that it will pay for all damages, costs, and expenses, including but not limited to attorneys' and other professional fees, incurred by ArenaCX or any Representatives of ArenaCX in attempting to obtain a court order, injunction, specific performance, or other remedies in connection therewith, but only in the event that such attempt is successful. MEMBER acknowledges and agrees that (i) the Non-Circumvention Provision is a key part of this Agreement; (ii) the fees and other charges to MEMBER hereunder for using the Service would be significantly higher if not conditioned on MEMBER's agreement to comply; and MEMBER's full compliance, with the Non-Circumvention Provision; and (iii) without MEMBER's execution of this AGREEMENT, including without limitation its agreement to be bound by the provisions of this Section 2 (Non-Circumvention Provision), ArenaCX would not enter into the AGREEMENT. MEMBER acknowledges and agrees that ArenaCX is free to sign agreements or otherwise conduct or transact business with any other entity or individual.

3. **Fees and Payments.** Fees and charges payable by MEMBER and certain other financial matters relating hereto are set forth herein, including without limitation Exhibit B (Fee Schedule) ("Exhibit B") and Exhibit C (Certain Financial Matters) ("Exhibit C"), each of which is attached hereto and incorporated by reference herein, and MEMBER must pay all such fees and charges in accordance with the terms and conditions hereof ("Fees"). Except as otherwise provided herein, all payment obligations of MEMBER hereunder are non-cancelable, and all MEMBER payments shall be in U.S. dollars and non-refundable, and in no event shall be subject to any setoffs, withholdings or deductions. Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities in connection with the Agreement. MEMBER is responsible for paying all such taxes, levies, or duties; however, MEMBER is not responsible for paying any taxes based solely on ArenaCX's income.

4. **Term and Termination.** The term of this Agreement shall commence on the Effective Date, and shall continue until terminated in accordance with the provisions hereof ("Term"). Either Party may terminate this Agreement for convenience upon at least ninety (90) days prior written notice to the other Party. In addition, either Party may terminate this Agreement for cause upon breach of any material provision hereof by the other Party that is not cured to such Party's reasonable satisfaction within thirty (30) days after such other Party's receipt of written notice thereof from such Party. The following provisions hereof shall survive any termination of this Agreement: Sections 3(to the extent of any unpaid amounts earned by, and owed to, ArenaCX hereunder), 4, 5, 7, 8, and 9 and Exhibit E.

Upon any termination hereof for cause, all then-active SOWs immediately shall terminate, notwithstanding anything to the contrary therein. Upon any termination hereof for convenience, all then-active SOWs shall remain in effect in accordance with their respective terms, including without limitation as to the terms and conditions of this Agreement to the extent incorporated therein. The rights and remedies provided by this Agreement are cumulative and in addition to those provided by law or in equity, and the use of any one right or remedy by a Party shall not preclude or waive its right to use any or all other remedies.

5. **Confidentiality.**

(i) During the Term, Receiving Party may receive or have access to confidential and proprietary information of Disclosing Party and/or its third party providers. Receiving Party may disclose or provide access to Confidential Information to any Receiving Party Representative who (i) needs to know such Confidential Information in connection with performance of Receiving Party's duties and obligations hereunder; (ii) has been advised in detail of Receiving Party's duties and obligations hereunder with respect to such Confidential Information; and (iii) has executed a written agreement with Receiving Party that imposes on such Receiving Party Representative duties and obligations with respect to Confidential Information that are at least as stringent as those imposed on Receiving Party hereunder. At all times during and after the Term, except as otherwise expressly agreed in writing by Disclosing Party in advance, Receiving Party (i) will retain all Confidential Information in strict confidence, (ii) will use Confidential Information only in connection with performing Receiving Party's duties and obligations hereunder, (iii) will not copy, reproduce, modify, prepare derivative works of, reverse engineer, disassemble, reverse compile, or decompile any Confidential Information without Disclosing Party's prior written consent; and (iv) will cause all Receiving Party Representatives who receive or are provided access to Confidential Information to comply with all the foregoing in (i)-(iii). Except as expressly provided herein, nothing in this Agreement is intended to or shall provide to Receiving Party, any Receiving Party Representative, or any third party any right, license, authority, or permission with respect to the Confidential Information or use thereof.

(ii) ALL CONFIDENTIAL INFORMATION PROVIDED TO RECEIVING PARTY BY DISCLOSING PARTY HEREUNDER IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES REGARDING ITS ACCURACY, COMPLETENESS, PERFORMANCE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, OR ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(iii) The Parties acknowledge and agree that any disclosure or use of all or any part of the Confidential Information provided to Receiving Party hereunder other than as permitted hereunder will result in irreparable harm to Disclosing Party, for which there is no adequate remedy at law. In the event of any such disclosure or use of the Confidential Information, Disclosing Party shall be entitled to equitable relief, including an injunction to restrain any such disclosure or use and to prevent further breach of this Agreement. The foregoing remedy of injunctive relief is cumulative and shall not limit or exclude any other remedy available to Disclosing Party at law or in equity.

(iv) "Confidential Information" means any and all documents, data, materials, and other information that Disclosing Party provides or discloses to Receiving Party, or to which Receiving Party is provided access, in connection with this Agreement, whether written, oral, or computer based, including without limitation all business, financial, technical and product information, methods, processes, formulas, patterns, techniques, and plans and modifications and derivative works of all of the foregoing. All right, title, and interest in and to Confidential Information, including without limitation all Intellectual Property rights therein, shall be and remain the sole and exclusive property of Disclosing Party. Receiving Party shall promptly return the originals and all copies of Confidential Information to Disclosing Party in good order without request upon termination of this Agreement or at any other time upon Disclosing Party's written

request. Promptly after completion of any such return of Confidential Information, a duly authorized officer of Receiving Party shall certify to same to Disclosing Party in writing. Any and all copies of Confidential Information permitted hereunder shall bear all of Disclosing Party's proprietary notices affixed thereto. ArenaCX Technology and ArenaCX IP shall constitute the Confidential Information of ArenaCX for all purposes hereunder.

**6. Warranties and Disclaimers.** Each Party represents and warrants to the other Party that such Party (i) has the legal power and authority to enter into this Agreement, and that this Agreement (a) has been duly authorized, executed and delivered by such Party and (b) constitutes a valid agreement between the Parties that is binding on such Party and all the provisions of which shall be enforceable against such Party in accordance with its terms and (ii) such Party will comply, and will cause its Representatives to comply, with all applicable laws, rules, and regulations in connection with such Party's activities relating to this Agreement.

EXCEPT TO THE EXTENT EXPRESSLY STATED ELSEWHERE HEREIN: (A) ARENACX AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY OR IMPLIED (IN FACT OR BY OPERATION OF LAW), REGARDING THE SERVICE OR ANY OTHER MATTER WHATSOEVER; AND (B) ARENACX AND ITS LICENSORS DO NOT WARRANT THAT THE SERVICE OR ANY PORTION THEREOF IS OR WILL BE ERROR-FREE, MEET MEMBER'S REQUIREMENTS, OR ACHIEVE ANY PARTICULAR RESULTS. ARENACX AND ITS LICENSORS EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, DATA ACCURACY, SYSTEM INTEGRATION, AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICE, AND MEMBER HAS NO RIGHT TO MAKE OR PASS ON TO ANY THIRD PARTY ANY REPRESENTATION OR WARRANTY BY, OR AGREEMENT OR COVENANT OF, ARENACX.

THE SAAS SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET OR ELECTRONIC COMMUNICATIONS. ARENACX IS NOT RESPONSIBLE FOR DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE, LOSS OR LIABILITY RESULTING FROM SUCH PROBLEMS OR ANY OTHER PROBLEMS NOT CAUSED BY ARENACX.

**7. Indemnification.** Each Party shall indemnify, defend and hold harmless the other Party and such other Party's Representatives from and against all third-party claims, demands, actions, suits, and other proceedings (collectively, "Claims"), and all damages, losses, liabilities, judgments, costs, and expenses (including without limitation attorney fees) (collectively, "Losses"), brought against or incurred by such other Party or any of its Representatives and arising from or relating to any breach by such Party of any provision of this Agreement. The indemnified Party (i) shall provide the indemnifying Party prompt notice of any such Claim or Loss; provided, however, that any failure by the indemnified Party to provide such notice shall not limit, diminish, or otherwise abrogate the indemnifying Party's obligations under this Section 7 (Indemnification), except to the extent that such failure materially adversely affects the indemnifying Party's performance thereof; (ii) shall reasonably assist the indemnifying Party in connection with the defense or settlement of any such Claim; and (iii) shall cede control of such defense or settlement to the indemnifying Party; provided, however, that in no event shall the indemnifying Party enter into any such settlement that requires the

indemnified Party to admit fault or liability, or pay any amounts not otherwise indemnified hereunder, without the indemnifying Party's prior written consent.

**8. Limitation of Liability.** IN NO EVENT (I) SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH DAMAGES ARE BASED ON CLAIMS ARISING UNDER THEORIES OF CONTRACT, TORT, NEGLIGENCE, OR STRICT LIABILITY, AND EVEN IF SUCH DAMAGES WERE FORESEEABLE BY SUCH PARTY OR SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (II) SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY OR ANY OTHER PARTY IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID BY MEMBER TO ARENACX HEREUNDER.

**9. Other Terms and Conditions.** Neither this Agreement nor any of the rights, duties, or obligations hereunder may be assigned, transferred, or subcontracted by a Party without the prior written consent of the other Party. This Agreement and any and all SOWs constitute the entire understanding of the Parties and a complete statement of the terms of their Agreement with respect to the subject matter contained herein and supersedes and cancels all prior agreements, correspondence, undertakings and communications of the Parties, oral or written, respecting such subject matter. Neither this Agreement nor any provision hereof may be amended, changed, modified or waived except by a written instrument signed by the Parties. The construction, validity, interpretation, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law principles thereof. In case any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby. No failure or delay by either Party hereunder in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder. This Agreement may be executed in counterparts all of which taken together shall be deemed to constitute one and the same original.

IN WITNESS THEREOF, each Party has caused this Agreement to be executed by its duly authorized representative below.

<p>Marketplace Member</p> <p>Company: Starry, Inc.</p> <p>By: <u>Emily Martin</u></p> <p>Printed Name: Emily Martin</p> <p>Title: Marketing Manager</p> <p>Date: <u>12 / 07 / 2021</u></p>	<p>ArenaCX, Inc.:</p> <p>By: <u>Alan Pendleton</u></p> <p>Printed Name: Alan Pendleton</p> <p>Title: CEO</p> <p>Date: <u>12 / 06 / 2021</u></p>
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## **EXHIBIT A**

This is Exhibit A to that certain Marketplace Member Agreement by and between ArenaCX ("ArenaCX"), a Delaware corporation, and Marketplace Member ("MEMBER" or "MPM"), effective as of Effective Date ("Agreement"), all the terms and conditions of which hereby are incorporated by reference herein. Any capitalized terms used but not defined in this Exhibit A shall have the respective meanings ascribed to such terms in the Agreement or in one of the other Exhibits hereto, as the case may be.

### **ARENACX SLA ADDENDUM**

1. **SERVICE COMMITMENT.** ArenaCX ("Company") provides access to the platform twenty-four hours a day, seven days a week (24x7) with a Monthly Uptime Percentage (defined below) of at least 99%. "Monthly Uptime Percentage" will be calculated as follows: the number of minutes the SaaS Service is accessible and not suffering from a Service Outage as reported to Company by the entity or individual using the SaaS Service ("Customer") during each calendar month, divided by the total number of minutes in the calendar month. If Customer fails to report a Service Outage within five (5) days of the occurrence of such Service Outage, Customer shall not be entitled to any Service Credit for such Service Outage. For purposes of this Agreement, "Service Outage" means any event that renders the SaaS Service entirely unavailable to a Customer, other than Scheduled Downtime or Excluded Downtime.
2. **MEASUREMENT METHOD.** In order to avoid intermittent and transient fluctuations, a downtime period may begin after observing one to five consecutive minutes of downtime and end when services are restored. Furthermore, downtime must affect all significant requests or core functionality to qualify as a Service Outage.
3. **COMMUNICATION PROTOCOL.** Company will communicate via email or text message, unless otherwise agreed upon in writing. Customer will provide contact names, email addresses, and phone numbers for Company to use for communication (the "Communication Protocol").
4. **MAINTENANCE AND EXCLUDED DOWNTIME.** Company reserves the right to perform regularly scheduled maintenance of the platform during non-core business hours. Non-core business hours are defined as 12:00am to 4:00am (Eastern Time Zone) ("Scheduled Downtime"). Company maintains a standing scheduled maintenance window of 12:00am-2:00am (Eastern Time Zone) every weekday morning. Company may schedule additional Scheduled Downtimes outside of the standing scheduled maintenance window by providing notification to Customer at least three business days in advance; this notification will be provided via the agreed upon Communication Protocol to designated support representatives. Additionally, any downtime caused by factors outside of Company's reasonable control do not factor into the Monthly Uptime Percentage calculation, including any force majeure event, Internet services availability outside of Company's platform, any downtime resulting from

outages of third party connections or utilities, and actions or inactions of the Customer ("Excluded Downtime").

5. **SERVICE REQUESTS.** In support of the services covered by this SLA, Company will respond to service related incidents and requests originated through the Communication Protocol within the following time frames. Customer shall submit requests with the priority level specified; however, Company reserves the right to reasonably increase or decrease the priority level in its sole discretion. In accordance with the service commitment provided in this SLA, Company will use commercially reasonable efforts to resolve all requests promptly but cannot guarantee a time to resolution due to the inherent variability in effort and corresponding time required to resolve issues. Company will communicate resolution efforts with the Customer in a timely manner and consistent with the Communication Protocol.

Request Priority Level	Description	Time to Response
Severe	Service is unavailable or a substantial subset of functionality is unavailable without a workaround, security issues, or data integrity issues.	2 hours, 24x7x365
High	Intermittent issues, issues with system performance, and issues with available workarounds.	4 hours, 24x7x365
Medium	Any other bugs and issues that are not considered as Severe and High	2 business days
Low	Enhancements, technical questions	4 business days

6. **SERVICE CREDITS.** If the Monthly Uptime Percentage fails to meet Company's service commitment outlined above, the Customer will be eligible to receive a Service Credit, as outlined in the below table. This service level agreement and the Service Credits provided hereunder are the Customer's sole and exclusive remedy for any Service Outage related to the Services. To receive a Service Credit, you must submit a claim by emailing [support@arenacx.com](mailto:support@arenacx.com). To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include: the words "**SLA Credit Request**" in the subject line; the dates and times of each Unavailability incident that you are claiming; logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

Monthly Uptime Percentage	Rating	Service Credit
99% or above	Meets or exceeds target	None
Between 98.9% and 98.5%	Below target	25% of monthly Software fees
At or below 98.5%	Unacceptable	50% of monthly Software fees

To receive a Service Credit, you must submit a claim by emailing [support@arenacx.com](mailto:support@arenacx.com). To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

- the words “**SLA Credit Request**” in the subject line;
- the dates and times of each Unavailability incident that you are claiming;
- logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

## **EXHIBIT B**

This is Exhibit B to that certain Marketplace Member Agreement by and between ArenaCX ("ArenaCX"), a Delaware corporation, and Marketplace Member ("MEMBER" or "MPM"), effective as of Effective Date ("Agreement"), all the terms and conditions of which hereby are incorporated by reference herein. Any capitalized terms used but not defined in this Exhibit B shall have the respective meanings ascribed to such terms in the Agreement or in one of the other Exhibits hereto, as the case may be.

### **ARENACX FEE SCHEDULE**

<b>Fee</b>	<b>Description</b>	<b>Value</b>	<b>Detail</b>
Marketplace Fee	Commission paid to ArenaCX by the MPM for Marketplaces Services	3.5%	Of revenue payable to the MPP via the marketplace
Closing Costs	Fee for one or more of matchmaking, RFP, onboarding, training capture, and up to 1-year of dashboard	\$500	One-time fee at signing of Campaign SOW
Software Fee	Fee paid to ArenaCX by the MPM for Software-as-a-Service, if applicable	Small Business <sub>1</sub> : \$500	Monthly fee, paid annually in advance (includes dashboarding)
		Mid-Market <sub>1</sub> : \$1,000	
		Enterprise <sub>1</sub> : \$1,500	
Dashboarding Software Fee	Fee paid to ArenaCX by the MPM for dashboarding only Software-as-a-Service, if applicable	\$200	Monthly fee, paid annually in advance
Professional Services	Consulting or analytical services upon request	\$150	Per hour
Credit Card Processing	Fees paid to ArenaCX to cover credit card processing charges, if applicable	3.0% for USD 3.5% other currencies	Per transaction, percent of funds paid via credit card

<b>Fee</b>	<b>Payment Terms</b>	<b>Notes</b>
Marketplace Fee	Due Upon Receipt	Deducted automatically from incoming MPM payments
Marketplace Agents	Governed by the Campaign SOW	From Invoice Date, or as otherwise agreed between the MPM and the MPP in a Campaign SOW
Closing Costs	Net 15 Days	If applicable, prepayment prior to commencement of Campaign SOW
Software Fee	Net 15 Days	If applicable, annual prepayment prior to commencement of software service
Dashboarding Software Fee	Net 15 Days	If applicable, annual prepayment prior to commencement of Dashboarding services
Professional Services	Net 15 Days	From invoice date

**Note 1**

Size Category	Defined as
Small Business	Fewer than 100 employees and less than \$50M in revenue
Mid-Market	100 to 999 employees or greater than \$50M in revenue
Enterprise	1000 or more employees or greater than \$1B in revenue

ArenaCX shall have the right to modify the Marketplace Fee for a specific Campaign SOW only during the contract renewal period, and only by notifying MEMBER of such change in writing with advance notice equal to or greater than the termination for convenience period under the Trade Terms or Campaign SOW as applicable.

## **EXHIBIT C**

This is Exhibit C to that certain Marketplace Member Agreement by and between ArenaCX ("ArenaCX"), a Delaware corporation, and Marketplace Member ("MEMBER" or "MPM"), effective as of Effective Date ("Agreement"), all the terms and conditions of which hereby are incorporated by reference herein. Any capitalized terms used but not defined in this Exhibit C shall have the respective meanings ascribed to such terms in the Agreement or in one of the other Exhibits hereto, as the case may be.

### **Certain Financial Matters**

#### **1. Credit Terms on Marketplace Labor Services**

The MPP will qualify the creditworthiness and set a credit limit for any new MPM it engages. ArenaCX may ask for information from the MPM to facilitate this, such as financial statements or credit reporting from a source such as Dun & Bradstreet or Experian. The parties will agree on Payment Terms in a Campaign SOW.

#### **2. Payment Terms on Marketplace Labor Services**

The parties will agree on Payment Terms in a Campaign SOW. Absent an agreement on Payment Terms in a Campaign SOW, the default payment terms in the Marketplace will be Net 30 Days from Invoice Date. See Section c(ii) of this exhibit for additional information.

ArenaCX marketplace fees, because they are charged as a percent of the MPM's marketplace spend, operate on the same payment terms as agreed between the MPM and MPP.

#### **3. Billing**

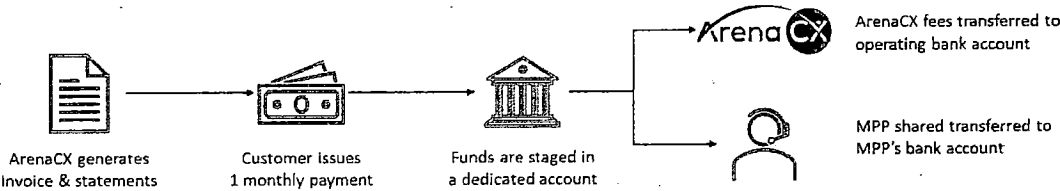
##### **i) Statements**

ArenaCX will present a consolidated statement to the MPM covering all MPPs that provided services during the period. Disputes regarding the accuracy of the billing statement should be communicated by email to the MPM's success manager within 1 work week. The billing statement will proceed as first generated and subsequently be reconciled, if necessary and agreed between the parties, via a debit or credit memo during the next billing cycle, once the parties are aligned

##### **ii) Cash Flow**

MPMs will transfer funds to ArenaCX based on statement provided by ArenaCX, and according to the Payment Terms. Incoming funds from MPMs will be received by ArenaCX into a dedicated operating account specifically for the purposes of receiving funds from MPMs and distributing funds to MPPs. The funds will be transferred to the MPPs in the amounts owed to the MPPs minus any ArenaCX commissions. Although ArenaCX shall

remit promptly to the MPP, MPP agreements allow up to 7 days from receipt of funds by ArenaCX for reconciliation and processing. The illustration below highlights the flow of funds.



iii) Past Due

In the event of late or non-payment from an MPM, MPP shall have the right to pursue the following remedies.

Past Due Remedy	ArenaCX Role
Apply a 1.5% penalty to charges >15 days past due	Upon request, apply the penalty to the statement
Suspend services if charges are >30 days past due	Upon request, suspend routing of interactions from the MPM to the MPP
Contact the MPM directly for collection	At MPP request, provide MPM contact information

ARENACX WILL NOT BE LIABLE FOR ANY PAST DUE RECEIVABLES.

## **EXHIBIT D**

This is Exhibit D to that certain Marketplace Member Agreement by and between ArenaCX ("ArenaCX"), a Delaware corporation, and Marketplace Member ("MEMBER" or "MPM"), effective as of Effective Date ("Agreement"), all the terms and conditions of which hereby are incorporated by reference herein. Any capitalized terms used but not defined in this Exhibit D shall have the respective meanings ascribed to such terms in the Agreement or in one of the other Exhibits hereto, as the case may be.

### **ARENACX DATA SECURITY OVERVIEW**

<b>SECURITY</b>		
<b>Data Security</b>	<b>Storage</b>	ArenaCX stores data using Amazon databases (RDS and DynamoDB), and S3 buckets, located in the geographically appropriate AWS region.
		ArenaCX databases are encrypted at rest and use AWS key management services to manage and rotate encryption keys.
		ArenaCX secures stored data using a multilayered strategy leveraging AWS VPC, security group protections, as well as minimum-access user-level permissions.
		ArenaCX databases are backed up and encrypted.
	<b>Transport</b>	ArenaCX uses Secure Socket Layer (SSL) to encrypt connections between the ArenaCX applications and all storage systems.
	<b>Access Management</b>	ArenaCX uses role- and user-level IAM permissions to closely manage and log access to its data.
	<b>Logging and Audits</b>	ArenaCX employs AWS CloudWatch alarms and AWS CloudTrail to log and monitor all database activity down to the user-, role-, and service-level.
<b>Application Security</b>	<b>Confidential Business Data</b>	ArenaCX staff uses a state-of-the-art password/secret "safe" to safeguard confidential business data, files, and access keys. Role-based security access ensure least-privilege policy.
		ArenaCX uses AWS-recommended authentication security components (e.g., AWS Cognito) to ensure strong, encrypted passwords,
		ArenaCX requires users to create strong passwords, change passwords every 90-days, and forbids password reuse.
	<b>Activity Logging</b>	ArenaCX uses role-based permissions within the ArenaCX Application to control access to data and functionality.
		ArenaCX maintains detailed logs of relevant user actions undertaken within the application.
	<b>DDOS Protection</b>	ArenaCX leverages AWS Shield to protect against DDOS attacks.

For more information, ArenaCX is available to speak directly with your data compliance team. Contact your Success Manager for an appointment.



## **EXHIBIT E**

This is Exhibit E to that certain Marketplace Member Agreement by and between ArenaCX ("ArenaCX"), a Delaware corporation, and Marketplace Member ("MEMBER" or "MPM"), effective as of Effective Date ("Agreement"), all the terms and conditions of which hereby are incorporated by reference herein. Any capitalized terms used but not defined in this Exhibit E shall have the respective meanings ascribed to such terms in the Agreement or in one of the other Exhibits hereto, as the case may be.

### **1. Ownership of Service and MEMBER Data: Grant of Rights.**

(i) ArenaCX and its licensors, as the case may be, solely and exclusively own and shall own all right, title, and interest (including, without limitation, all patent, trademark copyright, trade secret, and other intellectual property rights (collectively, "Intellectual Property Rights")) in and to the Service and all of ArenaCX's and its licensors' proprietary technology that ArenaCX makes available to MEMBER as part of or in connection with the Service (including, without limitation, any and all software, hardware, products, processes, APIs, algorithms, user interfaces, trade secrets, know-how, techniques, designs and other tangible or intangible technical material or information ("ArenaCX Technology"), including without limitation all copies, modifications, enhancements, improvements, extensions, compilations, and derivative works thereto and thereof (all the foregoing subject matter, collectively, "ArenaCX IP"). MEMBER's and its Users' rights to access and use the Service are limited to the rights expressly granted to MEMBER in this Agreement. All rights not expressly granted to MEMBER are reserved and retained by ArenaCX and its licensors, as the case may be. As between MEMBER and ArenaCX, all data, information or material received by the Service from MEMBER or its Users in the course of accessing or using the Service (collectively, "MEMBER Data") is the sole and exclusive property of MEMBER.

(ii) Subject to the terms and conditions of this Agreement, ArenaCX hereby grants to MEMBER a non-exclusive, non-transferable, non-sublicensable, license to access and use the SaaS Service, and to permit its Users to access and use the SaaS Service, during the Term in accordance with the terms of this Agreement. MEMBER shall be liable to ArenaCX for all acts and omissions of Users and MEMBER Representatives that (i) constitute negligence or intentional misconduct or (ii) if performed or not performed, as the case may be, by MEMBER, would constitute a breach of or default under this Agreement by MEMBER.

### **2. SaaS Service Responsibilities.**

(i) ArenaCX and MEMBER agree to comply with all privacy-related laws, rules, and regulations in connection with the SaaS Service and this Agreement. MEMBER hereby (a) authorizes ArenaCX and its Affiliates to use MEMBER Data to provide the SaaS Service to MEMBER and otherwise meet ArenaCX's obligations under this Agreement and (b) grants ArenaCX the right to create, maintain and use anonymized, aggregate, non-confidential data from the MEMBER Data for the purposes of analytics, benchmarking, or other relevant activities.

(ii) MEMBER is responsible for all access, use, and other activity occurring under MEMBER's and MEMBER's Users' accounts and for complying with all laws, rules, and

regulations applicable to MEMBER's and MEMBER's Users' access and use of, and other activity with respect to, the Service and/or such accounts. MEMBER must not, without ArenaCX's prior written consent, cause or permit the: (a) use, copying, modification, rental, lease, sublease, sublicense, transfer or other commercial exploitation of, or other third party access to, any aspect of the Service, except to the extent expressly permitted by this Agreement; (b) creation of any modifications, compilations, or derivative works of the SaaS Service; (c) reverse engineering or decompiling of the SaaS Service or any other activity in connection with obtaining the source code of any software included therein; (d) gaining of access to or use of the SaaS Service or its related systems or networks (for example, by impersonation of another user of the Service or provision of false identity information) other than as permitted hereunder; (e) interference with or disruption of the security, integrity, reliability, availability, or performance of the Service or the data contained therein (for example, via unauthorized benchmark testing or penetration testing); (f) sending, storing or use of any MEMBER Data in connection with the SaaS Service for which MEMBER lacks legally valid and sufficient ownership, license, or other rights; or (g) sending, storing or using any infringing, obscene, threatening, libelous or otherwise unlawful or tortious material in connection with the SaaS Service (including, without limitation, any illegal spam, or any material that is harmful to children or violates any third party privacy rights). MEMBER also must use reasonable security measures, including without limitation security means that meet or exceed applicable industry standards, in connection with any access to and/or use of the SaaS Service, and must not knowingly send, store or use any material containing any viruses, worms, Trojan horses or other malicious or harmful computer code, files, scripts, agents or programs in connection with the SaaS Service. ArenaCX also reserves the right to take all steps reasonably necessary to protect the security, integrity, reliability, performance, or availability of the SaaS Service (e.g., by temporarily or permanently suspending Service access to anyone who introduces malicious code or attempts to do so or otherwise breaches any of the provisions of this Section 2 (SaaS Service Responsibilities)), notwithstanding anything to the contrary in this Agreement.

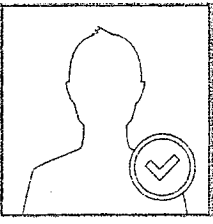
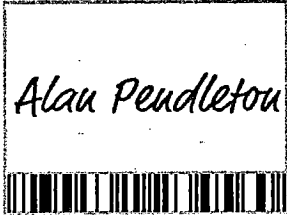

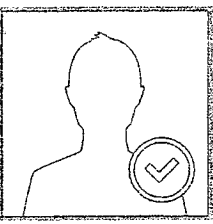
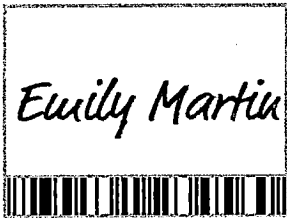

MEMBER also must (1) comply with all instructions given, and provide all information required, by ArenaCX to set-up and support SaaS Service accounts for MEMBER and its Users and (2) provide ArenaCX and its Representatives third-party vendors all reasonable access to MEMBER's ticketing systems, databases, and all other internal and external access needed in order for ArenaCX to provide the SaaS Service.

(iii) Throughout the term of this Agreement, ArenaCX will maintain a data security program for the SaaS Service that will include reasonable administrative, physical, technical, organizational and other security measures that meet or exceed applicable industry standards to protect against unauthorized access to, or destruction, loss, unavailability or alteration of, any MEMBER Data processed or stored by the SaaS Service. Additional details regarding such program are set forth in Exhibit D (ArenaCX Data Security Overview), which is attached hereto and incorporated by reference in the Agreement ("Exhibit D"). ArenaCX will provide technical support for the SaaS Service in accordance with this Agreement as long as MEMBER is entitled to receive such support hereunder. Additional details regarding such support are set forth in Exhibit A (SLA Addendum), which is attached hereto and incorporated by reference in the Agreement ("Exhibit A").

# Signature Certificate

Document Ref.: D8KBS-ZCFNT-AEC2Q-5VX47

Document signed by:

	<b>Alan Pendleton</b> Verified E-mail: alan@arenacx.com	
<small>IP: 75.165.151.61 Date: 07 Dec 2021 03:45:45 UTC</small>		
	<b>Emily Martin</b> Verified E-mail: emartin@starry.com	
<small>IP: 216.180.81.27 Date: 07 Dec 2021 21:58:59 UTC</small>		

Document completed by all parties on:

07 Dec 2021 21:58:59 UTC

Page 1 of 1



Signed with PandaDoc.com

PandaDoc is a document workflow and certified eSignature solution trusted by 25,000+ companies worldwide.



# CAMPAIGN STATEMENT OF WORK

This Campaign Statement of Work ("Campaign SOW") is entered into between ProximoCX, Inc. ("Marketplace Partner," or "MPP") and Starry, Inc. ("Marketplace Member," or "MPM"), individually "Party" or collectively, "the Parties", effective as of the signing of this document.

This Campaign SOW adopts and incorporates by reference the terms and conditions of the Marketplace Member Agreement ("MPMA") by and between ArenaCX, Inc. ("ArenaCX") and the MPM, and the Marketplace Partner Agreement ("MPPA") by and between ArenaCX and the MPP. This Campaign SOW further adopts and incorporates the Universal Terms of Marketplace Trade ("Trade Terms") signed individually by the MPP (Exhibit A) and by the MPM (Exhibit B) and renders them as by and between the MPP and MPM, except insofar as the Trade Terms are overridden in Exhibit H of this Campaign SOW.

In the event of any conflicts between this Campaign SOW and the Trade Terms signed by the Parties, this Campaign SOW shall take precedence and prevail over the Trade Terms solely with respect to the conflicting subject matter.

Section 9 shall survive and continue after expiration or termination of this Agreement and shall bind the Parties and their legal representatives, successors, heirs, and assigns.

## 1.0 Scope

**1.1 Business Segments.** MPM segments its business along the dimensions shown below for this Campaign SOW.

Dimension	Values
Targets	Building Managers, Building Residents
Market	Columbus, OH

**1.2 Operations.** MPP operations are to be engaged on this campaign as shown below.

Dimension	Values
Targets to Engage	Building Managers, Building Residents
Channels	May include: Voice, SMS, email, LinkedIn, and various messaging applications

Hours of Operation	One (1) or more shifts covering a minimum of 40 hours per week per agent between 9:00 AM to 8:00 PM Eastern US Time
Location(s)	Tijuana, Mexico
Languages	English, Spanish/English
Remote/Center/Hybrid	Center

## 2.0 The Services

**2.1 Services.** Subject to the Scope described in section 1.0, the Service Levels defined in Exhibit C, and the Pricing agreed to in Exhibit D, this Campaign SOW defines the meeting setting/business development services in the internet service provider industry. The goal for this program is to engage with Building Managers and/or Building Residents and prebook on-site/video conference meetings for the MPM field sales team members located in the Columbus, OH market.

**2.2 Term.** The initial term of this Campaign SOW will be one (1) year from the effective date. This Campaign SOW will be automatically renewed for succeeding terms of one (1) year each unless either Party terminates the Campaign SOW in accordance with the terms outlined in Exhibit H of this Campaign SOW.

## 3.0 Pricing and Billing Terms

**3.1 Engagement Type.** The following terms apply to this campaign.

Term	Value
Engagement Type	Dedicated Agents and Dedicated Supervisors
Initial Number of MPPs	One (1)

**3.2 Pricing Method.** The following terms apply to this campaign. Pricing Method is subject to change by written agreement between the Parties.

Term	Value
Compensation Method	Per Agent Per Month and Per Supervisor Per Month pricing

**3.3 Team Size.** Terms regarding the team supporting this campaign are shown below.

Term	Value
Initial Team Size	Four (4) Dedicated Agents and one (1) Dedicated Supervisor
Floor	Four (4) Dedicated Agents and one (1) Dedicated Supervisor

**3.4 Payable Interaction.** Reserved.

**3.5 Request for Change.** The Parties may periodically review this Campaign SOW. In case of material changes, the Parties will negotiate in good faith to agree on new terms or pricing. If the change relates to pricing, the lead time for pricing increases to become effective is defined in the table below. For other changes, the Parties will appoint authorized personnel by names and functional titles to request and approve Requests for Changes (RFC). An RFC will be actioned once both parties agree on implementation timeline and any costs associated.

Term	Value
Notification period for price increases	Sixty (60) days prior to the end of the term

**3.6 Payment Cycle.** ArenaCX will generate an invoice at the time of contract for the first full month of service (Calendar Month or Fifteenth-to-Fourteenth) which will be due immediately and include all monthly Agent fees, monthly Supervisor fees, any one-time set-up fees, and any other technology or additional services listed in the SOW. Following the first month, invoices will be sent on the either the 1<sup>st</sup> or 15<sup>th</sup> (depending upon billing cycle) of each month and due on net-15 terms for the next month of service. All monthly fees are billed and payable in advance of service.

**3.7 Billing Disputes.** Upon receipt of the monthly statements from ArenaCX, the MPP and MPM will have 5 business days to identify any discrepancies or disputes. If any dispute is identified by either Party, the ArenaCX Success Manager will facilitate resolution between the Parties and issue a revised statement, if applicable. The Parties will use best efforts to expeditiously resolve any disputes in the billing statement, and any revised statements will be payable based on the original statement issue date. If a billing dispute cannot be resolved, the Parties may refer to the dispute resolution terms in the Trade Terms.

**3.8 Remittance.** The MPM will issue payment to ArenaCX, Inc. via ACH according to the Remittance Instructions identified on the Invoice.

**3.9 Pricing.** Pricing for this campaign is defined in Exhibit D.

## 4.0 Agent Recruiting and Training

### 4.1 Agent Requirements. Reserved

**4.2 Recruiting.** MPP will recruit candidates that qualify for the position and the MPM reserves the right to be involved in the initial screening of agents assigned to their account.

**4.3 Training Regimen.** The table below describes the agreed training program for this Campaign SOW.

Term	Value
Learning Management System (LMS)	To be provided by the MPP.
Initial Training (during MPP onboarding)	Initial product knowledge transfer will begin immediately upon execution of this Campaign SOW.
Subsequent Training (post-MPP onboarding)	The MPP will deliver training to agents on a recurring basis as needed or as new agents are onboarding due to growth or attrition.
Training Hours	TBD
Typical Time to Competence (including training)	1 to 2 weeks.

**4.4 Training Capture.** The Parties agree to permit and facilitate the capture of all training documents and materials, both formal and informal, and the recording of all training sessions and lectures, both formal and informal. These materials shall be made available electronically to ArenaCX for storage in its Learning Management System. ArenaCX shall have the right to use all training materials for the sole purpose of facilitating the MPM's business interests via the ArenaCX marketplace.

**5.0 Systems.** The MPP will provide all systems needed to execute the Campaign SOW. Systems may be evaluated from time to time. MPP-provided systems may be changed at the discretion of the MPP, with sufficient notice and training, if applicable, to the MPM. Such additions, deletions, and changes may be made without requiring an update to this Campaign SOW. All data, scripts, sequences, and templates used, acquired, and/or developed during the execution of this SOW will be owned by the MPP.

**6.0 Demand and Capacity.** Reserved – not applicable for this Campaign SOW.

**7.0 ArenaCX Software Provisions.** Reserved – not applicable for this Campaign SOW.

## 8.0 Governance

**8.1 Meetings and Cadence.** The table below outlines the available forums for organizing and managing the operations and commercial matters pertaining to this campaign.

Period	Meeting	Venue	Topics Covered	Attending
Ad Hoc	Business Escalation Meeting	Phone or Video Conference	Business matters requiring escalation with ArenaCX mediation	MPM, MPP and ArenaCX leadership
Ad Hoc	Real Time Product Question	Slack	Proper responses to customer inquiries	Agents; MPM leadership
Weekly	Weekly Forums	Video conference	Forum for agents to air concerns and ask questions from MPM leadership	Open to all MPPs in the network; MPM leadership
Weekly	Weekly Leadership Sync	Video conference	Operationally focused on open issues and challenges	MPM leadership; MPP account level leadership; ArenaCX
Monthly	Monthly Business Reviews	Video conference	Operationally focused on performance results and sharing of upcoming initiatives	MPM leadership; MPP account level leadership; ArenaCX
Quarterly	Quarterly Business Review (QBR)	Video conference or in person	Future initiatives and past performance results	MPM leadership; MPP leadership; ArenaCX

**8.2 Access to Facilities.** With reasonable advance notice to MPP, MPM will have access to MPP commercial facilities that are providing or are in consideration for providing services pursuant to this Campaign SOW. Access to facilities may be restricted to those areas where confidentiality can be maintained.

## 9.0 General

**9.1 Notices.** All legal notices or requests, including communications and statements which are required or permitted under the terms of this Agreement, shall be in writing and may be sent by email or hard copy, provided that hard copy mail is confirmed by courier, recognized commercial overnight courier, or



mailed by United States registered or certified mail. Notices shall be sent to the Parties at the following addresses:

For MPM: Starry, Inc.  
Attn: William Lundregan  
38 Chauncy Street, 2nd Floor  
Boston, MA 02111  
[wlundregan@starry.com](mailto:wlundregan@starry.com)

For MPP: ProximoCX Inc.  
Attn: Michael McMillan  
Address 1: 6859 Harvest Grove Lane  
Address 2: Knoxville, TN 37918  
[mmcmillan@proximocx.com](mailto:mmcmillan@proximocx.com)

**9.2 Trade Terms Overrides.** The Parties, having previously signed the ArenaCX Universal Terms of Marketplace Trade ("Trade Terms"), agree hereby to override specific Trade Terms provisions and hereby adopt alternative terms as shown herein in Exhibit H.

**IN WITNESS WHEREOF**, the Parties' duly authorized representatives have signed this Campaign SOW, inclusive of all Exhibits and Appendices noted above, intending to be bound, as of the Effective Date of signatures below.

Starry, Inc.

Signature: *Emily Martin*

Printed Name: Emily Martin

Title: Marketing Manager

Date: 12 / 07 / 2021

ProximoCX Inc.

Signature: *[Signature]*

Printed Name: Michael McMillan

Title: CEO

Date: 12 / 07 / 2021

### **Exhibit A - MPP – Universal Terms of Marketplace Trade (“Trade Terms”)**

A signed copy of this Agreement will be provided as a separate document. The MPP is encouraged to review prior to signing this Campaign SOW.

### **Exhibit B - MPM – Universal Terms of Marketplace Trade (“Trade Terms”)**

A signed copy of this Agreement will be provided as a separate document. The MPP is encouraged to review prior to signing this Campaign SOW.

### **Exhibit C – Service Levels**

Reserved.

## Exhibit D - Pricing

All pricing is set forth below in the following currency:

Business Segment	Currency
Sales /Business Development	U.S. Dollars

### Campaign Pricing

Service	Rate	Note
Dedicated Agent	\$3200* per Agent per month	
Dedicated Supervisor	\$3650* per Supervisor per month	
Performance Incentives	\$10* per Building Resident appointment Booked and Conducted Meeting  \$25* per Building Manager appointment Booked and Conducted Meeting	
Campaign Set-Up	\$4825* one-time start-up fee	This fee covers all agent training, technical set-up, local Columbus phone numbers, and future Salesforce integration.

### Important:

ArenaCX is entitled to marketplace fees from the MPM and MPP as specified in the Marketplace Member Agreement and Marketplace Partner Agreement, respectively, on file with ArenaCX. For clarity, the pricing displayed in this Campaign SOW:

- Includes the MPP's fees to ArenaCX
- (\*) Excludes the MPM's fees owed to ArenaCX, which will be added to the invoice submitted by ArenaCX to the MPM.

**Exhibit E – Agent Profile**

Reserved

**Exhibit F – Demand and Capacity Planning**

Reserved.

**Exhibit G – Key Performance Indicators**

Reserved.

## **Exhibit H – Amendments to the Universal Terms of Marketplace Trade (“Trade Terms”)**

The Parties hereby agree to replace the specified Trade Terms as follows. Trade Terms not specifically overridden in this exhibit continue in force.

- 2.0 Termination of an Existing Campaign SOW.** This Campaign SOW has a three (3) month minimum term. Either Party can terminate their participation in this particular Campaign SOW (i) for convenience upon thirty (30) days’ notice to ArenaCX (ii) for breach within thirty (30) days of another Party breaching their obligations in this particular Campaign SOW provided the non-breaching Party provides notice at least fifteen (15) days prior to terminating to ArenaCX and allows the alleged breaching Party fifteen (15) days to cure the alleged breach.

**Exhibit I – MPP Observed Holidays**

Reserved

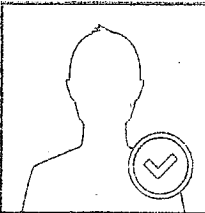
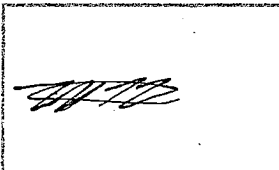

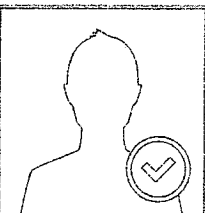



**Exhibit J – Quality Assurance Standards**

Reserved

# Signature Certificate

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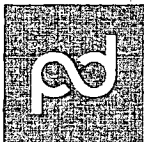
Document signed by:

	<b>Michael McMillan</b> Verified E-mail: mmcmillan@proximocx.com	
		
	<b>Emily Martin</b> Verified E-mail: emartin@starry.com	
		

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