



Instructions:

This document contains both a Master Service Agreement AND Product-Specific Appendices.

Please sign the Master Services Agreement (MSA) and any applicable addendum(s) according to the products and services you wish to procure. You are not required to sign all addendum or procure all services, but this will dictate which products are available to you in the portal.

By signing this agreement, you hereby understand and agree that this MSA, other binding agreements and addendums may be updated periodically as required by changes in law & that you may be required to submit signed amendments as required from time to time.

If you do NOT require a ramp-up period & are agreeing to a non-standard volume commitment for additional volume discounts from day-1, please download & sign the following document:

<https://ispwn.com/files/ISPWN%20Volume%20Commitment.pdf>

If you are white-labeling any software including a Portal, POS, App, or otherwise, please download & sign the following document:

<https://ispwn.com/files/Hayai%20SaaS%20Agreement.pdf>

This MSA, other binding agreements and it's addendums may be signed digitally - the easiest way to complete the signing of this agreement is by using the "Fill & Sign" feature of the latest version of Adobe Reader on your computer, or the "Adobe Fill & Sign" app on your Tablet or Phone.

Please fill & sign all applicable agreements and addendums, then upload to **<https://ispwn.com/submit-agreement>** – please do not email this to us!

**If uploading multiple documents, you may ZIP them.*

For any questions, please contact legal@ispwn.com or call 833-EASY-ISP and select the "legal" option to speak to a representative.



AUTHORIZED ISP WHOLESALE NETWORKS/WHITE
LABEL SIM MASTER SERVICE AGREEMENT AND ADDENDUMS



This agreement (“the Agreement”) is made as of _____ by and between _____ (“The Reseller”),

Located at _____ and ISP WHOLESALE NETWORKS, a Delaware Limited Liability Company (the “Company” herein referred to as “ISPWN”) and its subsidiaries, doing business as “White Label SIM”, “WLS”, “THE ISP STORE”, “TIS” & other brands as may be established from time to time.

The agreement number is _____

NOW THEREFORE, in consideration of the mutual promises, terms, provisions and conditions set forth in this Agreement, the parties hereby agree as follows:

- ISP Wholesale Networks and it’s subsidiaries are national authorized distributors of various telecommunication products and services.
- The Reseller operates at or from an existing location in which it sells various services as more particularly described by Exhibit.
- ISP Wholesale Networks and it’s subsidiaries desire to appoint the Reseller as an independent non-exclusive Reseller to solicit orders for the Products at the Business and Residential Locations the Reseller desires to accept such appointment subject to all of the terms and conditions contained in this Agreement.

1 TERM AND TERMINATION

- a) **Effected:** The Term of this Agreement shall commence on the date on which the Reseller begins performance of the Reseller’s duties under this Agreement, and subject to the provisions of Section 1(e) below, shall continue for a minimum of 1 year, renewing automatically on the anniversary date, unless this Agreement is terminated earlier in accordance with one of the following provisions (the “Term”)
- b) **Renewal:** This Agreement shall renew on an annual basis in the absence of either party providing the other with written notice at least one hundred twenty (120) days prior to the end of the then-current Term.
- c) **Default:** Upon the occurrence of an Event of Default, the Party not in default shall have the right to terminate this Agreement at the end of the applicable cure period if the Event of the Default has not been cured, provided that the covenants, agreements and obligations specified herein shall survive the termination of this Agreement as specified herein. The termination or expiration of this Agreement will in no way limit any obligation or liability, subject to this agreement, of either Party based on or arising from a breach or default by such Party occurring prior to the date of termination or expiration.
- d) **Termination by Company:** The Company may terminate this Agreement at any time for good cause provided that, in those cases contemplated herein, the Reseller is given written notice of intent to terminate and a thirty (30) day opportunity to cure. For purposes of this Agreement, good cause shall mean, the Reseller’s (i) dishonesty, wilful misconduct or gross negligence; (ii) conduct which is materially injurious to the business or reputation of the Company; (iii) the Reseller’s refusal, unwillingness or inability to perform the duties assigned hereunder; (iv) negligent performance of the Reseller’s responsibility hereunder; or (v) breach of this Agreement.
- e) **Termination by Reseller:** The Reseller may terminate this Agreement if the Company breaches any provision of this Agreement and fails to cure such breach caused by the Company within *thirty (30)* days of Reseller’s written notice of such breach, or at any time for convenience upon not less than Ninety (90) days’ prior written notice.
- f) **Performance:** In the event ISPWN/WLS fails to provide the service at standard acceptable commercial service levels RESELLER may terminate this agreement with a written *thirty (30)* day notification to ISPWN/WLS. Any claims of defect are subject to all other terms of this agreement & proper procedures must have been completely exhausted. Performance of third-party vendors shall not be considered to any guaranteed by the company and shall be governed by the individual agreements held by the Company.
- g) **Saleability:** If a vendor substantially changes the specifications or terms of a product or service so as adversely impact saleability, then minimums per 3(i) shall not apply.
- h) **Previous Orders:** Upon the giving or receiving of any notice of termination, ISPWN/WLS shall be entitled to, without liability, cancel any previously accepted orders for Services and Equipment that have not yet been connected.
- i) **Property:** Upon termination, RESELLER shall
 - 1) return promptly all ISPWN/WLS property, including ISPWN/WLS Confidential Information, manuals and return, or at the request of ISPWN/WLS, destroy, all stationery, advertising matter and other promotional

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- materials in its possession containing or bearing any trade mark or trade name of ISPWN/WLS;
- 2) immediately thereafter refrain from representing itself as offering the Services sold or offered by ISP Wholesale Networks or it’s subsidiaries & brands.
- 3) Should a Reseller be terminated by ISPWN/WLS for cause, Reseller shall transfer ownership of all current subscribers under reseller's account to ISPWN/WLS.
- 4) Should a Reseller terminate their contract with ISPWN for any reason, Reseller shall forward payment in full of any remaining SaaS, service, and early termination fees.

2 RESELLER ACCOUNT SETUP

Reseller must complete the following forms prior to being able to use the company services. Please note each definition. Prior to being able to offer services, reseller must remit the following:

- a) Company & ownership details as necessary for setting up accounts with each carrier/service provider.
 - b) One-time reseller setup fee required at signing of this agreement (VoIP, support & other setup fees may differ – please see relevant addendum for associated fees):
-
- c)
 - d) Applicable fees & deposits to enable sub-reseller accounts (dealer/aggregator platforms).
Payment is due immediately upon execution of this agreement & received prior to activation of any services.

3 BILLING

- a) **Terms:** All services are billed on a pre-paid basis. Billing cycles shall default to Pro-Rated/Calendar Billing except where otherwise specified in the applicable service addendum. ISPWN/WLS shall require auto-payment authorization & a deposit be maintained.
- b) **1st to 1st Pro-Rated Billing:** Services are pro-rated from the date of activation to the last day of the month ordered, plus the first month of service, installation & activation fees (where applicable). This amount is due on the date of activation. *(Example: if the service is activated on the 15th of the month, the reseller will pre-pay for remaining days of service in that month, plus the first full month of service plus installation & equipment fees. Subsequent months will be billed 30 days in advance on the 1st of each month).*
- c) **15th to 15th Pro-Rated Billing:** Services are pro-rated from the date of activation to the 15th day of the following month, plus the first month of service, installation & activation fees (where applicable). This amount is due on the date of activation. *(Example: if the service is activated on the 1st of the month, the reseller will pre-pay for remaining days of service in that month, plus the first full month of service plus installation & equipment fees. Subsequent months will be billed 15 days in advance on the 1st of each month).*
- d) **Recurring Calendar Billing:** The Company will invoice The Reseller on a pre-paid basis for all applicable services on the 1st of each month for the billing cycle beginning on the 1st of the following month. Invoices are posted in the portal and/or sent to reseller via email by the 7th of the month.
- e) **Corrections & Disputes:** Any billing corrections or disputes must be requested no later than 3 business days after the due date of the invoice.
- f) **Cancellations:** Any service requiring cancellation shall only be submitted in the portal no later than:
 - i. **Wired:** 5pm Eastern Time on the 20th of the month.
 - ii. **Wireless:** 2 (Two) Business Days prior to renewal date. Cancellations submitted within 2 business days of the renewal date are not guaranteed to have been processed by the network and may incur charges for an additional billing cycle. In this event, credits can not be issued for unused services.
 - iii. Changes to, or cancellations of, any service are not accepted by any method other than within the portal. Cancellation of an “account” *does not* constitute cancellation of a service.
- g) **Recurring Due Dates:** All pro-rated and pre-pay invoices are due via any available method (per section 4), such that payment for the undisputed amount is received in full by The Company no later than the 20th of each month (Wired) or the following Friday (Wireless). *Any invoices left outstanding 7 days after the due date of the invoice will result in deactivation of ALL services and may incur ETFs.*
- h) **Anniversary Date Billing:** Installation, activation and service charges for applicable services activated on any given day shall be invoiced and charged on the date of activation using the default payment method and services shall be renewed on a **30 day cycle**.
- i) **Late Fees:** Any payment received after 23:59 (GMT/UTC) on the due date may be assessed a 5% penalty (minimum \$50), then pursuant to section 3(g) the general usury limit per annum (compounded daily) shall be



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- assessed. For foreign Resellers, the maximum general usury limit applicable in the jurisdiction of the address on file for the reseller shall apply.
- j) **Chargebacks & Refunds:** Refunds can not be issued for any service (whether in part or in full) under any circumstances. Chargebacks shall result in ALL accounts being suspended and/or cancelled, with the total amount stated on the invoice plus late fees and all fees charged by banks and/or payment processors becoming due *immediately*, and payable using approved methods only. Failure by RESELLER to remedy a chargeback shall result in pursuance of criminal complaints by The Company against RESELLER.
 - k) **Late & Reversed Payments:** Except for any charges disputed pursuant to Section 3(a – e), if a late or reversed payment is not rectified within 1 business day following Reseller’s receipt of written notice thereof, the total amount stated on the invoice with late fees (f) back-dated to the original payment date will be sent to a designated collections agency & all services suspended or terminated.
 - l) **Delinquency:** Except for any charges disputed pursuant to Section 3(a – e), accounts are considered delinquent 30 days after Reseller’s receipt of written notice of non-payment & shall be sent to a designated collections agency on that date. Reseller shall be held liable for any and all commercially reasonable costs incurred by the company and it’s designated agency.
 - m) **Payment Processing Issues:** In the event that a chargeback or returned check causes any Company funds to be held, interrupts Company’s ability to process credit cards or checks, or causes Company’s merchant or bank account to be suspended or terminated, the Reseller shall become liable for all costs incurred, including but not limited to an hourly rate for time spent in remediation, delays to operations or as is necessary to resume normal operations. In the event a chargeback relates to a transaction for telecommunications services rendered, or in the event that a check is returned due to a closed or non-existent account, fraud on a valid account, forged or incorrect account information, a criminal complaint shall be filed and clauses (3i – k) invoked immediately.
 - n) **Minimums:** The Company will charge a monthly minimum according to the type of account. This minimum applies only to service revenue & not SaaS/setup revenue and comes in to effect after a ramp-up period of no more than 3 months following the Reseller’s “go-live” date (typically within 120 days from the date this agreement is signed; unless otherwise agreed to in writing), and will continue for the duration of this agreement.
 - o) **Service Plans:** Charges for each data Service Plan outlined in the attached addendums to this MSA. Reseller acknowledges receipt of all relevant information it needs with respect to the listed Service Plans. ISPWN/WLS pricing to the Reseller is based on the monthly Service Charges established by the Network Operator. Reseller shall BE HELD LIABLE for all installation, equipment, service & early termination fees incurred on term contracts.
 - p) **Setup, Modem & Service Fees:** All setup, modem & service fees are part of each service and may be combined at the discretion of the company in the pro-rate or monthly invoice.
 - q) **Deposits & Prepayments:** *Either* a deposit equal to the total standard setup fee according to the chosen program OR prepayment for all services to be activated within the first 7 days shall be taken at the opening of the reseller account to be used for the purpose of revolving credit and must be on-account prior to activation or renewal of any service. In the event of contract termination, any outstanding amount shall be returned to the reseller after any license fees, service plan charges, overages, late fees and other liabilities have been subtracted and in no event more than thirty (30) days following the expiration or termination of the Agreement.

4 METHODS OF BILLING & PAYMENTS

- a) **ACH or Pre-Authorized E-Check:** All resellers setup for an ACH payment must upload The Company a Voided Check with an authorization to automatically bill undisputed invoice amounts on the 18th of every month. ISPWN/WLS may print pre-authorized checks for direct deposit as required or on the specified payment date. Any returned payments(s) will result in a \$35.00 NSF fee being added to your next invoice. Unremedied returned payments shall invoke section 3(h). If more than 2 payments are returned as NSF in a 12-month period, ISPWN/WLS reserves the right to require a deposit be maintained.
- b) **Quickpay (US Only):** Certain banks offer on-line quickpay facilities – please contact ISPWN/WLS to verify details. If your bank does not offer a compatible quickpay facility, ISPWN/WLS may offer payment options via various mobile apps. *note: Quickpay & other payment apps may have transaction and/or daily/weekly/monthly limits.*
- c) **Debit/Credit Card:** All invoices paid by credit card are charged in US Dollars and will incur a fee of up to 3.5%. Non-US cards may also incur currency conversion and foreign transaction fees according to the cardholder agreement of the issuing bank.
- d) **Wire Transfer:** International and Domestic Wire Transfer options are available. Please contact ISPWN/WLS

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- to verify details. Wire Fees may be chargeable.
- e) **Other payment methods:** Alternative methods may be available on a geographic basis or become available after the signing of this document – please confirm with ISPWN/WLS whether your desired payment method is available and/or feasible.

5 RESTRICTIONS AND USAGE

- a) Use of ISPWN/WLS Data devices that allow multiple users to share one connection and subscription, may degrade as the wireless device performance. Use of ISPWN/WLS Data is subject to any storage, memory or other Device limitation. Network speeds (including, but not limited to, data delivery and latency rates) are estimates based on averages; actual performance may vary and no minimum speed is guaranteed. ISPWN/WLS Data may not be available when roaming and is not currently available in certain portions of select market areas within Carrier Networks.
- b) Reseller acknowledges that use of certain ISPWN/WLS wireless data, including some messaging services, may result in the disclosure to third parties of the user’s email address and other information in connection with the user’s internet usage. As a result, Reseller may receive advertising, warnings, alerts and other messages, including broadcast messages.
- c) ISPWN/WLS reserves the right to limit, suspend or constrain any heavy, continuous data usage that is adversely impacting performance of or hindering access to the Carrier’s Networks.
- d) Unless otherwise stated, ISPWN/WLS reserves the right to limit throughput speeds or the amount of data transferred, and deny, terminate, disconnect or suspend data Service, for Subscribers Network Access.
- e) ISPWN/WLS reserves the right to deny, terminate, disconnect, modify or suspend wireless data Service if a ISPWN/WLS Wireless Data device engages in the following prohibited uses: server devices or host computer applications, including, but not limited to, disproportionate streams and/or broadcasts, automatic data feeds, automated machine-to-machine connections, large file transfers (P2P & file sharing sites), broadcast to multiple servers or recipients such that they could enable “bots” or similar routines. Other options for such Applications are available by contacting ISPWN/WLS directly.
- f) **Marketing Restrictions:** Unless otherwise specified or required, the Reseller will not brand their marketing efforts with Provider or backbone logos for any reason. All references made to the wireless service provider should be in a generic fashion, i.e. Running on the Nation’s largest 4G LTE network. No reference to any providers or backbones is made and therefore, The Reseller is the first line of support for all of its subscribers, unless a support agreement is made with ISPWN/WLS.
- g) **Equipment:** RESELLER acknowledges that Equipment supplied for use under this Agreement have been manufactured by third party manufacturers and that no representation or claim as to the Equipment operation or suitability for use or any other matter made by any manufacturer of the Equipment.

6 PROPRIETARY INFORMATION

- a) **Definition of Proprietary Information:** As a Reseller of ISPWN/WLS, Reseller acknowledges and agrees that certain information, including but not limited to proprietary information, terms and conditions of this Agreement, and all documents referenced herein (including invoices for Services provided under this Agreement), are considered confidential ("Proprietary Information") as between Reseller and ISPWN/WLS.
- b) **Non-Disclosure:** Reseller and ISPWN/WLS mutually agree not to disclose any Proprietary Information to any third party without obtaining prior written consent from the other party.
- c) **Identification and Marking:** When providing tangible Proprietary Information, the disclosing party shall mark the information in a manner that clearly indicates its confidential nature. In cases where Proprietary Information is conveyed orally, the disclosing party must, at the time of disclosure, expressly identify the information as confidential. The disclosing party may also choose to confirm such designation in writing within ten (10) calendar days after the oral disclosure. Proprietary Information disclosed orally, whether designated in writing or not, shall be subject to the provisions of this section.
- d) **Correction of Omission:** In the event that the disclosing party initially fails to identify information as confidential but later issues written notice of its confidential status, the receiving party shall only be held accountable for unauthorized disclosures of such Proprietary Information made after the receipt of the written notice.
- e) **Third-Party Disclosure:** Reseller and ISPWN/WLS shall not disclose any information identified as Proprietary Information to any third party without obtaining the prior written consent of the disclosing party.
- f) **Timeframe for Consent:** Any request for consent to disclose Proprietary Information shall specify a reasonable timeframe within which the parties must respond. Failure to respond within the stipulated

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- timeframe shall not be construed as consent.
- g) **Dispute Resolution:** Any disputes arising from the disclosure of Proprietary Information shall be resolved in accordance with the dispute resolution mechanisms outlined in this Agreement, which may include arbitration, mediation, or other agreed-upon procedures.
 - h) **Consequences of Breach:** In the event of a breach of this confidentiality clause, the non-breaching party may seek legal remedies, including injunctive relief and damages, as provided by applicable law.
 - i) **Survival Clause:** The obligations of confidentiality set forth in this clause shall survive the termination or expiration of this Agreement.

7 COMPENSATION

The Reseller shall not be entitled to additional compensation from ISPWN/WLS unless explicitly specified. The Reseller is solely responsible for determining the appropriate markup, pricing, and collecting payments from its agents and subscribers for all services provided.

8 EXPENSES

The Reseller is not authorized to incur any expenses on behalf of the Company. Any expenses incurred by the Reseller in the course of conducting business shall be the sole responsibility of the Reseller and shall not be reimbursed by the Company.

9 INDEPENDENT CONTRACTOR

This Agreement does not establish a joint venture, partnership, or employer/employee relationship between the Reseller and the Company. The Reseller operates as an independent contractor and not as an employee of the Company. The Reseller acknowledges that this Agreement does not create a contractual relationship between the Reseller and any Vendor.

10 WITHHOLDING

The Reseller is fully responsible for complying with all applicable withholding tax requirements for any compensation received under this Agreement. The Reseller shall also ensure compliance with all relevant laws and regulations governing tax withholding and employment. The Company shall not be liable for any withholding tax obligations of the Reseller.

11 NON-CIRCUMVENTION

During the Term of this Agreement and for a period of two (2) years following its termination, the Reseller agrees not to directly or indirectly contact any Vendor, Partner, Customer, or their affiliates or agents for the purpose of entering into an agreement that may not be known to or become known to the Reseller without the exclusive written permission of ISPWN/WLS.

12 CONTROLLING LAW AND ARBITRATION

This Agreement is governed by and construed in accordance with the laws of the state of Arizona. Any dispute or claim arising from this Agreement, unresolved through informal mediation, shall be subject to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, with the following modifications:

- a) The arbitration shall take place in the appropriate jurisdiction.
- b) A single arbitrator shall be jointly selected by the parties.
- c) The parties commit to expeditiously conduct the arbitration within 45 days, minimizing discovery efforts and expenses.
- d) The agreement to arbitrate is enforceable under prevailing jurisdictional law, and any award rendered by the arbitrator is binding and enforceable in a court of competent jurisdiction. However, this does not preclude either party from seeking redress in an applicable court.

13 NO AUTHORITY TO BIND COMPANY

The Reseller is not authorized to enter into contracts that bind the Company or create obligations on behalf of the Company. The Reseller's actions and agreements shall not impose contractual obligations on the Company.

14 DISCLAIMERS AND CERTIFICATIONS

- a) **Telecommunications Irregularities:** Both parties acknowledge that irregularities in telecommunications are inherent in the nature of the business. Occasionally, upstream providers may add or remove numbers, services, or coverage areas for specific Products or Services. In such cases, the Provider will make reasonable efforts to replace these areas with equivalent Services. The Provider shall not be held liable, nor shall it be considered in breach of this agreement for typical disruptions in telecommunications services.



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- b) **Compliance with Laws and Regulations:** The Provider, ISPWN/WLS, commits to providing Services in compliance with all applicable laws, regulations, and rules. The Provider shall obtain, and ensure that all Third-Party Providers obtain, the necessary approvals, consents, and authorizations required for the lawful conduct of their respective businesses.
- c) **Reseller's Compliance:** The Reseller agrees to use the Services in strict accordance with all relevant laws, regulations, and rules. The Reseller shall obtain all necessary approvals, consents, and authorizations required for the lawful operation of its business and the initiation or transmission of data over regulated mediums provided by ISPWN/WLS.
- d) **Disconnection and Restriction:** The Provider, ISPWN/WLS, reserves the right, at its sole discretion, to disconnect or restrict any transmission initiated by the Reseller if such actions are reasonably necessary to ensure compliance with civil or criminal laws, regulations, or rules. The Provider shall, to the extent feasible, provide advance written notice to the Reseller of any contemplated disconnection or restriction and, as required by applicable law, may offer the Reseller a reasonable opportunity to rectify any compliance issues.
- e) **Labor and Employment Compliance:** The Reseller is responsible for adhering to labor and employment requirements related to its business organization, including state worker's compensation insurance coverage. The Reseller agrees to indemnify, defend, and hold the Company harmless from any liability or assessments arising from claims or penalties related to withholding taxes, labor, or employment requirements. This includes any withholding taxes imposed on the Company by relevant taxing authorities concerning compensation paid to the Reseller.
- f) **Force Majeure:** Neither party shall be held liable for delays or failures in performance caused by events beyond their reasonable control, including but not limited to acts of God, acts of the other party, acts of civil or military authorities, fires, strikes, floods, or other events of force majeure.
- g) **Appointment of Reseller:** Subject to the terms and conditions of this Agreement, the Company appoints the Reseller as an independent, non-exclusive Reseller for the Company. The initial Products offered by the Company are listed in addendums attached hereto. Additional products and services may be introduced by the Company from time to time, with notice provided to the Reseller.
- h) **Licenses and Permits:** The Reseller shall obtain and maintain all licenses and permits required by applicable federal, state, and local governing bodies for the sale of the Products, including, but not limited to, business and sales tax licenses. In cases where the Reseller becomes aware of additional permits or licenses required on behalf of the Company, the Reseller shall promptly notify the Company of such requirements.
- i) **Compliance with Laws and Intellectual Property:** The Reseller certifies and warrants that it is in compliance with and will continue to comply with all international, federal, state, and local laws and regulations related to its performance under this agreement. This includes matters pertaining to the intellectual property rights of third parties. The Reseller is solely responsible for obtaining all necessary licenses, approvals, and regulatory authorizations for its operations and the provision of services to its subscribers ("End Users"). Failure to comply with this paragraph may result in remedies available to the Provider under law or in equity, including the Provider's right to decline additional orders under this Agreement or to terminate this Agreement immediately, without further liability or obligations to the Reseller.

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16 ADDENDUMS

All addendums for services requested must be signed or approved - addendums or approvals not signed will not be honored. Any addendums not included in this document are considered separate. Pricing changed by addendum is forward pricing only unless otherwise strictly noted. No verbal or email communications are a replacement for any addendum. Addendums to this MSA are subject to change as new services become available.

17 MAINTENANCE

RESELLER agrees and recognizes that in order to assess and protect the overall performance of the ISPWN/WLS System and the Services, ISPWN/WLS may interrupt use of the Service, and ISPWN/WLS shall have no liability for such interruptions, for either of the following reasons:

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- a) To carry out planned maintenance on the ISPWN/WLS Systems; or
- b) In unusual or abnormal situations or conditions.

ISPWN/WLS shall take reasonable efforts to schedule and conduct its activities during periods of such interruptions, so as to minimize the duration of service disruption to Users. Interruptions where unusual or abnormal conditions exist shall be made by ISPWN/WLS in its sole discretion.

Each of ISPWN/WLS and RESELLER shall promptly notify the other upon learning of the commencement of any degradation or interruption of the Services and of the relevant facts known to it concerning such event. In the event of planned maintenance or an emergency outage, ISPWN/WLS shall take commercially reasonable efforts to resume the provision of Services as soon as reasonably possible thereafter.

18 OBLIGATIONS ON BEHALF OF THE RESELLER

- a) **Integration of Services:** The Reseller shall seamlessly integrate the Services into its existing products and solutions, ensuring a cohesive user experience. This integration includes providing the necessary technical expertise to fuse the ISPWN/WLS System into the Reseller's system or marketing model.
- b) **Designated Contacts:** The Reseller shall maintain an up-to-date list of designated persons and addresses authorized for the following purposes: a) Maintenance of this Agreement, b) Receipt of Reseller Payments, and c) Resolution of operational and technical issues. These designated contacts should have the authority to address the respective issues effectively.
- c) **Notification of Changes:** The Reseller shall promptly inform ISPWN/WLS of any changes in ownership or control of the Reseller's organization that might impact the performance of its duties under this Agreement. This notification shall be provided within [Specify Number of Days] days from the date of such changes.
- d) **Limitation of Authority:** The Reseller shall not enter into, assume, or incur any obligations on behalf of ISPWN/WLS or engage in any transactions for ISPWN/WLS without prior written approval from ISPWN/WLS.
- e) **Independent Status:** The Reseller acknowledges and agrees that it operates as an independent entity and not as an employee or agent of ISPWN/WLS. Neither the Reseller nor its employees or agents shall be considered employees of ISPWN/WLS for any purpose.
- f) **Use of Trademarks:** The Reseller is granted limited rights to use the trade names or trademarks of ISPWN/WLS solely in accordance with the terms of this Agreement. The Reseller expressly waives any claims to ownership or rights to these trade names, trademarks, or copyrights held by ISPWN/WLS.
- g) **Expenses:** The Reseller shall bear all expenses related to the fulfillment of its obligations under this Agreement. These expenses may include but are not limited to employee salaries, office costs, travel expenses, communication expenses, advertising, and the production and distribution of marketing materials.

19 EMERGENCY SERVICES / E-911

- a) **E-911 Services:** ISPWN/WLS shall provide E-911 services for each account. It is the joint responsibility of the end user and the Reseller to maintain the accuracy and currency of the E-911 database.
- b) **Non-Availability of Traditional Emergency/911 Service:** The Reseller acknowledges and understands that VoIP services, by their nature, do not provide traditional emergency service access in all circumstances. The Services, including emergency dialing, may not function during power failures or service outages, whether caused by the Reseller or the broadband provider.
- c) **Disclaimer of Liability:** Under no circumstances shall:
 - a) The Reseller have any claim against ISPWN/WLS or
 - b) ISPWN/WLS have any liability to the Reseller, in connection with ISPWN/WLS's failure or restricted ability to provide 911 or E911 access to emergency services for end users. The Reseller acknowledges that these limitations are inherent to VoIP & related services.

20 RESTRICTIONS ON ACCESS

Abuse and Fraudulent Use: Access to ISPWN/WLS Services is provided on the condition that there will be no abuse or fraudulent use of the ISPWN/WLS System or the Services by the Reseller or its Users. The Reseller shall not engage in or knowingly allow the abuse or fraudulent use of the ISPWN/WLS System or the Services, and it shall implement reasonable measures to prevent such abuse or fraudulent use by its Users.

- a) **Abuse and fraudulent use of ISPWN/WLS Systems include, but are not limited to:**
 - i. **Unauthorized Access:** Attempting or assisting another person: i. To access, alter, or interfere with the

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communications and/or information of a User by rearranging, tampering, or making an unauthorized connection with any Facilities of ISPWN/WLS or its vendors or partners. ii. To use any scheme, false representation, or false credit device with the intent to avoid payment for the Services, whether in whole or in part.

- ii. **Interference:** Using ISPWN/WLS Systems or those of its vendors or partners in a manner that unreasonably interferes with the use of ISPWN/WLS System or those of its vendors or partners by Users.
 - iii. **Illegal Content:** Transmitting or receiving any communication or material that: i. Constitutes a criminal offense, gives rise to civil liability, or otherwise violates any applicable local, state, national, or international law. ii. Encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law.
 - iv. **Inappropriate Content:** Conveying information that is deemed, in the reasonable business judgment of ISPWN/WLS, to be obscene, salacious, or prurient, or to convey information of an unlawful nature or in an unlawful manner.
 - v. **Tampering:** Tampering with the Equipment, including but not limited to changing the electronic serial number or equipment identifier of the Equipment or performing a factory reset of the Equipment without the express permission of ISPWN/WLS.
 - vi. **Other Prohibited Uses:** Engaging in any use of ISPWN/WLS Systems or Services, or those of its vendors or partners that is: i. Illegal. ii. Dangerous and could cause damage to any part of ISPWN/WLS Systems or those of its vendors or partners or other communication systems. iii. Involves unauthorized access to ISPWN/WLS Systems or those of its vendors or partners. iv. Contrary to the terms of use outlined in this Agreement.
 - vii. **Account Cancellation:** ISPWN/WLS reserves the right to cancel the right to use ISPWN/WLS Systems and the Services of any User determined by ISPWN/WLS, in its sole discretion, to be abusing or fraudulently using ISPWN/WLS Systems or those of its vendors or partners.
- b) **Reporting and Resolution:**
- i. **Notification:** The Reseller shall promptly notify ISPWN/WLS of any instances of fraudulent, abusive, or unauthorized use of the ISPWN/WLS System or the Services.
 - ii. **Cooperation:** Both parties shall cooperate in investigating and addressing instances of abuse or fraudulent use promptly.
 - iii. **Consequences:** The consequences for abuse or fraudulent use may include temporary suspensions, warnings, or termination of services, and shall be governed by the terms and procedures outlined in the Agreement.
 - iv. **Record Keeping:** Both parties shall maintain records of abuse or fraudulent use reports and actions taken to address them.
 - v. **Escalation:** In the event of a dispute regarding what constitutes abuse or fraudulent use, the parties shall follow an escalation procedure as outlined in the Agreement.
 - vi. **Legal Compliance:** All actions taken to prevent abuse and fraudulent use shall comply with relevant laws and regulations, including data protection and privacy laws.
 - vii. **Communication Protocol:** The Reseller shall notify its Users about the consequences of abuse or fraudulent use, such as suspension or termination of services, in accordance with a communication protocol defined in the Agreement.
 - viii. **Regular Review:** Both parties shall conduct regular reviews to assess the effectiveness of measures to prevent abuse and fraudulent use.

21 USF FEES: (US Only)

- a) **USAC Registration:** The Reseller is required to register with the Universal Service Administrative Company (USAC). USAC plays a crucial role in supporting telecommunications services in underserved areas across the United States. To ensure compliance with USF fee requirements, please complete your registration with USAC using the following link: <https://usac.org>
- b) **USF Fee Payment Obligation:** As part of your responsibility, you must pay Universal Service Fund (USF) fees. These fees contribute to funding telecommunications services in areas that need it most.
- c) **Good Standing Requirement:** To maintain good standing, you must adhere to USAC's registration and fee payment requirements. Being in good standing ensures your compliance with regulatory obligations.
- d) **USAC Number Requirement:** Before reselling any US-based services, you are required to provide ISPWN/WLS with your USAC registration number. This number is essential for verifying your compliance with USF fee regulations.
- e) **Extra Fees:** Failure to provide your USAC number may result in additional fees for certain services. To avoid

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- these extra charges, make sure to provide your USAC registration number as soon as possible.
- f) **Optional FCC Numbers:** Additionally, while not mandatory, you may consider obtaining optional Federal Communications Commission (FCC) numbers, such as an FCC Registration Number (FRN) or Service Provider Identification Number (SPIN), depending on the types of services you intend to offer. These numbers can be beneficial for specific purposes related to FCC compliance.

22 ASSIGNMENT


- a) **Due to Sale:**
- i. **Assignment by Provider:** In the event of a sale of the Provider’s business or assets, the Provider may assign this agreement to the purchaser without the consent of the Reseller, provided that the purchaser agrees to assume all obligations and liabilities under this agreement.
 - ii. **Assignment by Reseller:** The Reseller may assign this agreement to a third-party with the prior written consent of the Provider, which shall not be unreasonably withheld. The assignee must demonstrate the capability to fulfill the obligations and commitments outlined herein.
 - iii. **Consent for Assignment:** The Buyer shall not unreasonably withhold consent to the assignment of this agreement in connection with a sale, merger, or acquisition of the Seller, provided that the assignee meets the financial and operational qualifications specified in this agreement.
- b) **Due to Insolvency/Bankruptcy:** In the event of the insolvency or bankruptcy of either party, this agreement may be assigned to a third party as part of a court-approved restructuring or reorganization, subject to the consent of the non-insolvent party, which shall not be unreasonably withheld.
- c) **Of Subscribers to a Third-Party or Subsidiary:** The Provider may, at its discretion, assign individual subscribers or user accounts under this agreement to a third-party service provider or a subsidiary, provided that such assignment does not result in any material degradation of services to the affected subscribers. The Customer shall be notified of such assignments in advance.

23 RESELLER AUTHORIZATION

Reseller represents that the person executing this Agreement has been duly authorized by Reseller to execute Reseller to the terms and conditions contained herein. Reseller, with full knowledge of all terms and conditions herein, are not in conflict with any law or the terms of any charter or by law or any agreement to which Reseller is a party or by which it is bound or affected.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on behalf of each other by a person with full power and authority to bind such party.

EXECUTED as at the date below:

<p>COMPANY: ISP Wholesale Networks</p> <p>By: <u></u></p> <p>Name: Mathew Carley</p> <p>Title: Chairman, President & CIO</p> <p>Dated: _____</p>	<p>RESELLER: _____</p> <p>Signature: <u>_____</u></p> <p>Name: _____</p> <p>Title: _____</p> <p>Dated: _____</p>
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By initialing below on this page, Reseller agrees to the Master Service Agreement within.

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**This is the end of the Master Service Agreement
Addendums for individual services follow**

=
=



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Addendum 1 – Cellular Services including Voice, IoT & FWA Broadband (USA)

DEFINITIONS

Carrier: The underlying Carrier providing the service(s); including and encompassing the Company acting in it's capacity as an Authorized Distributor, Master Agent or Intermediary.

Customer: Any individual or entity purchasing Services from the Company, including any reseller of the company's services.

Company: The company, acting in it's capacity as an Authorized Distributor or Master Agent of services provided by the Carrier(s).

End-User: Any individual or entity utilizing any services provided by the Company.

ACCESS TO IMSIS AND CONNECTIONS

- a) During the Term of this Agreement, Company agrees that IMSIs designated to Reseller will be routed to respective Carrier's switch for the use of Reseller.
- b) Upon execution of this Agreement, Company and Reseller shall each notify the other of their respective authorized representatives for purposes of giving and receiving the notices provided for under this Article, including those which involve the activation, change or discontinuance of Services.
- c) All instructions, orders or account changes shall be accepted only from Reseller and not from the End User.
- d) Limitations on Services
 - i. Reseller acknowledges that Carrier's ability to provide Services is contingent on (A) with respect to Services in the Territory, Carrier's ability to obtain and retain the various federal, state and local governmental approvals necessary for Services, and maintain, without unreasonable expense, the Facilities and (B) with respect to Services outside of the Territory, each Unaffiliated Carrier's ability to obtain and retain the various federal, state and local governmental approvals necessary for Services, and maintain, without unreasonable expense, its facilities, as well as the continued existence of one or more roaming agreements between Carrier and such Unaffiliated Carrier on terms acceptable to Carrier.
 - ii. Reseller acknowledges that Services are made available to equipment equipped for Services only within operating range of the Carrier Facilities or Unaffiliated Carrier facilities. Services may temporarily be refused, interrupted or limited because of limitations of the Carrier Facilities or Unaffiliated Carrier facilities; transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, and other causes reasonably outside of Carrier's or the Unaffiliated Carriers' control; equipment modifications, upgrades, relocations, repairs and other similar activities necessary for the proper or improved operation of Services. Furthermore, individual connections may be "Dropped" (i.e., involuntarily disconnected) for a variety of reasons, including atmospheric conditions, topography, weak batteries, system overcapacity, movement outside the range of Carrier Facilities or Unaffiliated Carrier facilities, and gaps in coverage within the Territory and within the markets operated by Unaffiliated Carriers.
 - iii. Carrier shall incur no liability for its inability to provide adequate Service hereunder if such inability is due to a lack of network capacity, including maintaining roaming agreements between Carrier and any Unaffiliated Carrier that allow for Services hereunder, or to causes beyond the reasonable control of Carrier. Nor shall Carrier be responsible for interruptions or inability to use Service outside the Territory or for any act or omission related to non-Carrier equipment or systems used in connection with the Service.

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- iv. If Carrier or an Unaffiliated Carrier, discovers or suspects fraud with respect to a certain IMSIs, then roaming privileges may be suspended with respect to such IMSIs with Carrier providing notice to Reseller as provided for in Article XIV, Paragraph (h). It shall be Carrier's policy to use commercially reasonable efforts to provide Reseller with prior, or prompt subsequent, notification of the suspension of the roaming service; however, Carrier shall have no liability arising out of any failure to notify unless such failure resulted from a deliberate decision made in bad faith.

Notwithstanding the foregoing, Reseller shall have full responsibility for addressing subscription fraud by End Users. Subscription fraud is defined as fraudulent access to the commercial mobile radio network through the application process. Carrier shall be responsible for addressing cloning fraud by End Users, subject to the provisions of Article VII, Paragraph (a), and shall have full authority to suspend roaming to any IMSIs when cloning is suspected with Carrier providing notice to Reseller as provided for in Article XIV, Paragraph (h), subject to the provisions of this Article IV, Paragraph (d)(iv).

- v. Reseller acknowledges that commercial mobile radio systems use radio channels to transmit data communications over a complex network. Privacy cannot be guaranteed. Reseller agrees that Carrier shall not be liable to Reseller or to any End User for any lack of privacy experienced.

SPECIFICATIONS OF SERVICE

- a) Carrier undertakes to provide the Services pursuant to this Agreement on the terms and conditions specified herein. Any additional or varying terms, conditions or rates offered by Carrier, or its authorized agents are null and void and are not part of the undertaking of Carrier.
- b) Services will be delivered in accordance with the specifications set forth in this Agreement and may be changed, modified or amended by Carrier upon written notice to Reseller delivered at least forty-eight (48) hours prior to the effectuation of such change, if possible; provided that, except for changes or modifications resulting from emergencies or force majeure conditions, such change, modification or amendment does not substantially degrade the functioning or performance of Services.
- c) Carrier reserves the right to monitor usage either continually or from time to time for the sole purpose of enforcing permitted IoT usage. If use other than IoT transmission or reception is detected, Carrier may, but will not be obligated to, disconnect Services for IMSIs with non-data usage upon ten (10) days' notice to Reseller.
- d) Carrier reserves the right, in its sole discretion, to determine whether to enter into, continue, or terminate each roaming agreement with any other carrier and, accordingly, Reseller acknowledges that those carriers constituting Unaffiliated Carriers on whose facilities Services may be available is subject to change from time to time.
- e) **Carrier may suspend or terminate Services for any IMSI(s) if Carrier reasonably believes the usage of Services of an IMSI violates the terms and conditions of this Agreement or any agreement Carrier or its Affiliates may have with a third party, including, but not limited to: (i) using equipment that is defective or illegal; (ii) causing operational or technical issues such as network overload or network outage; (iii) suspected of fraudulent or unauthorized use; or (iv) when authentication is not possible. Carrier, in its discretion, will provide a fourteen (14) day notification and cure period to Reseller prior to suspending such IMSI(s). If the issue is not resolved within the fourteen (14) day period, Carrier may suspend Services to IMSI(s).**
- f) **An IoT Device may be deployed in a geographic area served by an Unaffiliated Carrier temporarily or permanently, provided; however, that the IoT Device shall not generate more than 15 GB of usage per month for three (3) or more consecutive months. If Reseller or End User deploys an IoT Device that exceeds the 15 GB of usage for three (3) or more consecutive months, Carrier may, in its sole discretion, suspend or terminate Services for said IoT Device for the remainder of the month or permanently, only after Carrier has notified Reseller of the roaming data overage.**



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RESELLER'S OBLIGATIONS

- a) As between Carrier and Reseller, Reseller is solely responsible for ensuring that any equipment utilized by its End Users in connection with the Services and each End User's use thereof shall at all times operate in accordance with applicable requirements and specifications for such equipment, meet industry standards for compatibility, FCC and other applicable regulatory authorities' requirements and the technical requirements and standards set forth by Carrier from time to time hereunder and as provided for in Exhibit 1. In the event that any equipment utilized by an End User to access Services does not meet such standards, Reseller shall use its best efforts to ensure that such equipment is no longer used in the reception or transmission of Services and shall, if necessary, terminate Services to such End User. All equipment used by Reseller and any End User to access Services shall have authentication capability. In the event that Reseller or any End User utilizes non-authenticable equipment, Reseller shall be liable for all forms of fraud, including cloning fraud. If Reseller provides equipment, or components to equipment, that is produced by either Reseller or a third party (and that is not sold or provided by Carrier to Reseller hereunder) and is used by Reseller or End Users to access Services, Reseller shall be solely responsible for all liability arising out of or resulting from such use of equipment or components.
- b) Reseller shall (i) provide at its own expense an adequate and properly trained staff to receive and investigate any complaints from its End Users relating to the Services; and (ii) report any trouble with the Services to Carrier only upon reasonable verification that such trouble is due to reasons other than the misuse or malfunctioning of the End User's equipment or the failure of such equipment to meet the technical standards for compatibility with Services. Reseller, at its own cost and expense, shall maintain adequate staff and equipment to test End User's equipment to verify the cause of any complaints received by Reseller with respect to the Services or such equipment.
- c) Reseller shall have the sole responsibility to service its End Users and customers and to respond to complaints of its End Users and customers. Carrier's obligation shall be limited solely to referring complaints received from Reseller's End Users to Reseller. Reseller shall not instruct or advise its End Users to utilize Carrier's customer service lines.
- d) Reseller shall be solely responsible for (i) all risks, liabilities and expenses incurred in connection with its actions in the sale and service of the Services, including, but not limited to, subscription fraud; or (ii) any other acts required of Reseller pursuant to this Agreement. Reseller shall act in all respects on its own account and shall be solely responsible for any credit verification, deposits, billing, consolidation, rebilling, customer billing complaints, toll calls, roaming or bad debts, by any person, of any IMSIs designated to Reseller.
- e) Reseller shall not unreasonably discriminate among its End Users in allocating Services capacity purchased. Reseller shall refrain from doing anything that would tend to discredit, dishonor, reflect adversely upon, or injure, in any manner, the reputation of Carrier, Reseller, or any other resellers or agents of Carrier. Each party shall be governed in all its dealings with respect to this Agreement by the highest standards of honesty, integrity and fair dealing.
- f) Reseller is responsible for the performance of its agents, if any, and shall ensure that its agents are in compliance with any applicable terms of this Agreement, any controlling tariffs, and any other applicable industry standards.
- g) No provision of this Agreement shall be construed as vesting in Reseller any control or ownership interest whatsoever in any Facilities or operations of Carrier or in any facilities or operations of any Unaffiliated Carrier.
- h) During the longer of (x) the Term of this Agreement, or (y) the period of time Carrier is providing Services to IMSIs assigned to Reseller, Reseller, at its own expense, shall maintain the following insurance:
 - i. Statutory workers compensation insurance and employer's liability in an amount no less than \$1,000,000 per occurrence;

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- ii. Commercial general liability insurance with bodily injury and property damage limits of \$2,000,000 per occurrence (in any combination of primary or umbrella coverage) and \$2,000,000 in the aggregate (such insurance shall include products liability, contractual liability and completed operations coverage);
- iii. Professional liability and/or cyber liability coverage in the amount of \$2,000,000 per claim, which shall include coverage for claims arising from:
 - A) any act, error or omission in the rendering or the failure to render technology-based services, or that results in the failure of software licensed to Carrier by Reseller to perform the function or serve the purpose intended;
 - B) data theft, breaches of security, unauthorized access, unauthorized use, theft of personally identifiable information or confidential information;
 - C) violation of federal, state, or foreign security and/or privacy laws or regulations including investigative and notification costs;
 - D) transmission of a computer virus or other type of malicious code; and
 - E) participation in a denial of service attack on a third party.
- iv. Reseller shall maintain such professional liability and cyber liability coverage during the Term of this Agreement and for at least one year after the date Services are provided to the last remaining IMSI. Any such policy shall contain an automatic extended reporting period of no less than sixty (60) days, and any such renewal policy shall recognize prior acts.
- v. Each of the policies required by (h)(ii) and (h)(iii) above, shall be maintained on a primary basis and shall specifically name ISPWN, its Affiliates, divisions and/or related entities and their officers, directors, partners, employees, and representatives, including their respective successors and assigns as additional insureds. Each of the policies described in (h)(ii) and (h)(iii) above, shall waive subrogation in favor of Carrier. The foregoing endorsements shall be listed on any certificate of insurance furnished to Carrier.
- vi. Reseller shall furnish to Carrier certificates of such insurance upon written request. Such insurance shall not be reduced, cancelled, significantly modified or fail to be renewed without providing written notice to Carrier of such reduction, cancellation, modification or nonrenewal at least thirty (30) days prior to the effective date of such reduction, cancellation, modification or nonrenewal.
- vii. Reseller shall ensure that Reseller's subcontractors, if any, that may enter upon Carrier's premises maintain similar insurance and agree to provide to Carrier, if requested, certificates or other adequate proof of such insurance.
- i) Reseller shall comply with all applicable FCC rules, and federal, state and local governmental laws, rules and procedures.
- j) On or before the end of each month during the Term of this Agreement, Reseller shall provide Carrier with a rolling forecast for the following twelve (12) months projecting the data usage, SIM / IMSI acquisitions, activations and deactivations to be made under this Agreement, provided; however, that the parties agree that the forecast is for planning purposes only and does not reflect a purchase commitment by Reseller.
- k) Unless otherwise stated in Exhibit 1, Reseller shall not resell Services provided under this Agreement unless such Services are included as part of an IoT product offering that includes IoT specific hardware and Reseller is prohibited from reselling Services provided under this Agreement to any solution provider, distributor, OEM, manufacturer, integrator, or to another reseller, including Mobile Virtual Network Operators ("MVNOs"), aggregator or a Mobile Network Operator ("MNO"). In connection with the resale of Services, Reseller represents and warrants that the terms entered into between Reseller and its End Users include a



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disclaimer of Carrier liability to the effect that Carrier makes no warranties, representations, or other statements to End Users regarding the Service or any related IoT product offered by Reseller to End Users and Carrier is in no way responsible for such IoT product, equipment, agreements, or services.

ADVERTISING AND PROMOTION

- a) Reseller warrants that it shall neither directly nor indirectly utilize the names, trademarks or service marks of Carrier, its parent or of any Affiliate of Carrier for purposes of advertising, training or inclusion in materials of any nature whatsoever without the prior express written consent of Carrier or the appropriate Affiliate thereof.
- b) Reseller warrants that it shall neither directly nor indirectly hold itself out as or otherwise create the impression that it is sponsored by, endorsed by, affiliated with, or an agent of Carrier, or any Affiliate or successor thereof, including but not limited to using the name of any vendor, or any mark used by Carrier or any Affiliate, or any colorable imitation thereof in or as part of any Reseller name or trade name in any other confusing or misleading manner without the prior written consent of Carrier.

TRADE NAMES AND TRADEMARKS

Reseller recognizes the absolute right, title and interest of Carrier and its Affiliates to all service marks, trademarks and trade names used in connection with the Services by Carrier (the "Marks") and agrees not to engage in any activities or commit any acts, directly or indirectly, which may contest, dispute or otherwise impair such right, title and interest of the Carrier and its Affiliates therein. Reseller shall neither acquire, nor claim any right, title or interest in or to the said Marks through advertising, sale of Services, or otherwise. The parties hereto agree that all uses of such Marks shall be authorized only upon prior written approval by the Carrier. Reseller agrees that any use by the Reseller of the Marks shall always be in such manner as to inure to the benefit of the Carrier and its Affiliates.

LIMITATION OF LIABILITY AND INDEMNIFICATION

- a) Carrier supplies a service and not "good(s)" as that term is defined in the Uniform Commercial Code. Notwithstanding and without limitation of the foregoing, to the extent that any portion of Services offered by Carrier might be construed as a good(s), **CARRIER EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF ANY NATURE INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.**
- b) The liability of Carrier for damages or costs arising from errors, outages, or failures of Services, or defects or malfunctions of the Facilities, occurring in the course of performing under this Agreement (including the obtaining and furnishing of information with respect to Reseller, End Users or other users of Services or Facilities), regardless of the legal basis for such claim shall in any event be limited to an amount equal to the proportionate charge to Reseller for the period of Services during which such errors, outages, failures, defects or malfunctions of equipment occur.
- c) **IN NO EVENT SHALL CARRIER, ITS PARENT, SUBSIDIARIES, AFFILIATES OR ANY OF THEIR DIVISIONS, STOCKHOLDERS, DIRECTORS, PRINCIPALS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES (AND THEIR SUCCESSORS AND ASSIGNS), BE LIABLE FOR ANY LOSS OR DAMAGE FOR ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY ARISING OUT OF RESELLER'S OR END USER'S USE OF SERVICES, ANY EQUIPMENT USED BY RESELLER OR AN END USER TO ACCESS SERVICES, OR AS A RESULT OF ACTIONS OR OMISSIONS BY UNAFFILIATED CARRIERS OR DEFECTS OR MALFUNCTIONS OF FACILITIES OWNED OR OPERATED BY UNAFFILIATED CARRIERS. MOREOVER, EXCEPT IN CONNECTION WITH: (i) RESELLER'S VIOLATION OF LAW, (ii) RESELLER'S BREACH OF ARTICLE XI, OR (iii) ARTICLE XII(d), IN NO EVENT SHALL EITHER PARTY, ITS RESPECTIVE PARENT, SUBSIDIARIES, AFFILIATES OR ANY OF THEIR DIVISIONS, STOCKHOLDERS, DIRECTORS, PRINCIPALS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES (AND THEIR SUCCESSORS AND ASSIGNS) BE LIABLE FOR ANY INCIDENTAL OR INDIRECT LOSS OR DAMAGE (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF**

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potential outages & other communication issues with carrier platforms.

SERVICE PLANS

Service Plans shall be defined in rate-cards published periodically by The Company. Custom service plans and white-labeling of wireless services can be facilitated on some networks, subject to written approval by the company and payment of an initiation fee and/or additional deposit for custom plans to be set-up in billing systems.

EQUIPMENT

All models of equipment used by Reseller or its End Users to access Services shall be selected from a list of Carrier approved devices, which can be provided upon request from Reseller. If Reseller desires to offer its customers a device other than one from the foregoing list, Reseller shall submit such devices to Carrier for testing and approval (at Reseller’s sole cost) prior to such model being offered commercially in conjunction with the Services. If Reseller’s IoT Device is not tested and certified by PTCRB (<https://www.ptcrb.com>) and/or GCF (<https://www.globalcertificationforum.org>), Carrier may limit or refuse technical assistance and/or troubleshooting.

SUSPENSIONS

Once a service has been active for 180 days, Reseller may suspend an active account for up to 60 days within any 180 day period, after which service shall resume billing automatically.

ACCEPTABLE USE POLICY

The Service Plans may be used only at approved cell sites within Carrier’s licensed markets, and updated from time to time. Carrier reserves the right to change price plan, adjust usage profile, or terminate Service, for any IMSI activated on non-approved cell sites.

In Carrier’s sole discretion, Service to an IMSI may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with Carrier’s network or inability to provide quality Service to other users, including but not limited to: (A) ways that compromise network security or capacity, degrade network performance, use malicious software or “malware,” hinder other End Users’ access to the network, or otherwise adversely impact network service levels or data flows; (B) use of applications that automatically consume unreasonable amounts of available network capacity; (C) use of applications that are designed for unattended use, automatic data feeds, automated machine-to-machine connections, or applications that are used in a way that degrades network capacity or functionality; and (D) misuse of the Service, including spamming or sending abusive, unsolicited, or other mass automated communications.

ABUSE, FAIR USAGE & OVERAGES

Each carrier may has it’s own abuse and fair usage policies. In the event of any ambiguity as it concerns “fair usage”, the Reseller shall be obliged to adhere to the plan specifications as offered ISPWN/WLS.

Abuse of services, including but not limited to tampering with wireless devices offered by the Carrier, programming of any device or any mechanism designed to circumvent limitations or manipulate the services offered by the Carrier may be subject to penalties, overage charges and termination.

EXECUTED as at the date below:

COMPANY:	ISP Wholesale Networks	RESELLER:	
By:		Signature:	
Name:	Mathew Carley	Name:	
Title:	Chairman, President & CIO	Title:	
Dated:		Dated:	

By signing this page, Reseller agrees to add this service in conjunction to the Master Service Agreement within.



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Addendum 2 – VoIP Services (Voice, SMS, PBX, Toll-Free over SIP)

1. THE SERVICE

1.1 General Description. Provider is in the business primarily of reselling wholesale international and domestic Voice over Internet Protocol (“VoIP”) telecommunications service as described in this section and Customer desires to purchase and utilize such Services. Provider also offers Third Party Provider hosted billing services. The Services consist primarily of Voice over Internet Protocol services, which may be offered by Provider in a variety of forms and packages, and secondarily the hosted billing services (each being a "Service" and collectively being the "Services"). The Services consist of a combination of software solutions, products, networks, services, and hosting facilities (the "Network"), components of which Provider has been granted access and/or licenses to by third party licensors, suppliers, vendors, and subcontractors ("Third Party Vendors"). In no event shall Provider's use of, or contractual arrangement with any Third-Party Vendors create any agency, employment, joint venture, partnership, representation, or fiduciary relationship, and neither Provider nor its Third-Party Vendors shall have the authority to create any obligation on behalf of the other. Customer may resell the Services to its own customers (the “Subscribers”). Customer shall take full responsibility for management of the Subscribers including, without limitation, Subscriber solicitation, service requests, creditworthiness, customer service, billing and collection, and license agreements and/or fees. Customer shall be solely liable for amounts it cannot collect from the Subscribers and billing adjustments it grants to the Subscribers, including, without limitation, adjustments for fraudulent charges and any form of credit it extends. In addition, Customer is solely responsible for collecting from its Subscribers any payment of any applicable federal, state, local, or other governmental sales, use, excise, public utility, or other taxes; regulatory fees and charges now in force or enacted in the future; or additional costs that arise from or are a result of the Customer’s provision of services to the Subscribers. Nothing herein or otherwise shall create, or be deemed to create, any connection, contractual or otherwise, between Provider and the Subscribers. Customer acknowledges that both Provider and Customer are bound to protect and use Subscriber Customer Proprietary Network Information only in accordance with federal regulation. Specifically, Customer may only use Subscriber’s Customer Proprietary Network Information to:

- (1) initiate, render, bill, and collect for telecommunications services (as applicable) and
- (2) to protect the rights or property of Provider or to protect users of the Services and telecommunications carriers from fraudulent, abusive, or unlawful use of, or subscription to the Services.

Customer acknowledges and agrees to inform Customer’s Subscribers that the Services may not be compatible with all communication equipment. In addition, Customer acknowledges that different regulatory treatment may be applied to the Services than is applied to other telecommunications services, which may affect Customer’s and Customer’s Subscribers’ rights before regulatory agencies and other governmental bodies.

1.2 Fees. Rate Decks establish the Fees of certain of the Services. Rate Decks are incorporated herein by reference. Customer is responsible to select a Rate Deck that is appropriate for the Customer's needs from the available Rate Decks. Customer agrees that Customer is responsible, and not Provider, for the selection of a Rate Deck and Customer is responsible, and not Provider, for any cost associated with selection or non-selection of any Rate Deck. In addition, certain fees and charges associated the Services shall be set forth within each Service's respective Order Form, other fee schedules, this Agreement and/or other policies and/or rate decks furnished by Provider from time to time, all of which may be amended by Provider in its sole discretion. Provider reserves the right to modify any fees and/or rates with seven (7) days notice.

1.3 Modifications to Service. Provider and any Third-Party Vendor may modify, expand, decrease, improve, maintain and/or repair the Services or Network at any time and without liability to the Customer or any third party although such process may require a temporary suspension of Services or increased rates.

1.4 Compatibility. Traffic carried by the Services must be IP originated. Customer acknowledges and agrees that the Services may not be compatible with all communication equipment and Customer will inform Subscribers of this.

1.5 Power Outages. The Service does not function in the event of power failure. Should there be a power interruption in the power supply, the Service will not function until power is restored. A power failure or disruption may require that Equipment be reset or reconfigured prior to utilizing the Service. Power disruptions or failures will also prevent dialing to emergency service numbers including any 911 calling feature that may be activated in or accessed by the Service.

1.6 Non-Supported Calling. Provider does not support 0+ calling (including without limitation collect or third-party billing), 900 and 976 calls, and 10-10 "dial-around" calls. The Services may not support 311, 411, 511 and/or other x11 services in some or all Service areas. Customer understands and acknowledges that access to the aforementioned functionality is not part of the Services.

1.7 Short Message Service (SMS). Customer may purchase SMS Services from Provider (the "SMS Services") for person to person inbound and outbound text messaging. Customer shall at all times comply with laws and regulations



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governing the use of SMS Services including those that control use of SMS for marketing or solicitation purposes, in addition to all Telephone Consumer Protection Act (“TCPA”) requirements and guidelines promulgated by the FCC. Provider will deliver SMS messages to the best of its ability but does not guarantee that any message sent via the SMS Services will reach the intended recipient. SMS messages are delivered in plain text and are not secured. Customer accepts responsibility for, and Provider accepts no responsibility for, any SMS message communicated via the SMS Services, including any message that is received by a party other than one intended by the sender. Messages to mobile networks charging fees for SMS delivery will incur additional fees. Customer agrees not to use the SMS Service to communications of any kind in a manner prohibited by law.

1.8 Call Failover Service. Customer may purchase Call Failover Service, whereby an unanswered call is to be forwarded to a secondary Customer selected number. Provider does not guarantee that any call acted upon by the Call Failover Service will reach the secondary number selected by Customer. The Call Failover Service is only to be used in the case of a temporary failure that prevents delivery of the call to the target number. Customer agrees not to provide a Call Failover number that has not been issued to Customer for its own use. Customer is responsible to provide the secondary number to Provider. Provider accepts no responsibility for any calls that are forwarded to a party other than Customer.

1.9 Fax to Email Service. If Customer purchases Fax to Email Service from Provider, facsimiles received at the number designated for Fax to Email Service will be converted to emails and delivered to Customer in an unsecured email format. Accordingly, Customer should not receive sensitive documents via the Fax to Email Service and accepts responsibility for all communications received via the Fax to Email Service. Provider accepts no responsibility for any communication that is accessed by an unintended third party or for any communication or lack of communication that uses or attempts to use the Fax to Email Service. Provider does not guarantee that any fax sent to the Fax to Email Service will be properly converted to email and does not guarantee that any fax sent to the Fax to Email Service will be delivered to the Customer.

1.10 Email to Fax Service. If Customer purchases Email to Fax Service from Provider, emails sent from the number designated for Email to Fax Service will be converted to facsimiles and delivered to a Customer designated facsimile number in an unsecured format. Accordingly, Customer should not send sensitive documents via the Email to Fax Service. Provider accepts no responsibility for any communication that is accessed by an unintended third party or for any delivery, mis-delivery, or non-delivery of a communication that uses or attempts to use the Email to Fax Service. Provider does not guarantee that any fax sent to the Fax to Email Service will be properly converted to email and does not guarantee that any fax sent to the Fax to Email Service will be delivered to Customer. Customer agrees not to use the Email to Fax Service to send advertisements or solicitations of any kind in a manner prohibited by law. Customer agrees to use the Email to Fax Service only to a communication to a single recipient known to the sender each time the Email to Fax Service is used.

1.11 International Voice Termination. If Customer purchases International Voice Termination Service from Provider, rates shall be as set forth in the Rate Deck or Rate Decks offered by Provider for such Services. International Services and rates that Provider will charge Customer are subject to change with or without notice. Provider does not guarantee international call delivery and may block routes it determines may be improperly using the Services at any time.

1.12 Hosted Billing Services. If Customer purchases hosted billing Services, such Services shall be provided primarily by Third Party Providers. Use of such Services does not relieve Customer of responsibility for the preparation, content, accuracy (including computational accuracy), and review of tax calculations or returns prepared by Customer while using the Services. Customer will neither inquire nor rely upon Provider for any tax, accounting, legal or other professional or expert advice of any kind. Customer will comply with all State electronic filing regulations as shall be in effect from time to time. Customer is solely responsible for providing all complete, correct, and necessary information directly to taxing authorities. Provider cannot guarantee that taxing authorities will accept all returns. Customer is fully and solely responsible for:

- (i) use of the Services;
- (ii) all results obtained from the Services;
- (iii) selecting, obtaining, and maintaining all hardware, software, computer capacity, Internet service, program and system resources and other equipment and utilities needed for access to and use of the Services, and for all costs associated therewith; and
- (iv) selection, use of, and results obtained from any other programs, computer equipment or services used with the Services.

1.13 Voice Response Services for Toll Free Services. In the event an inbound Toll-Free Call is sent to Customer and such call is not accepted by Customer’s equipment or such equipment is unable to complete the call for any reason, Customer shall be responsible for any and all surcharges levied onto Customer by Provider for such incomplete call. In attempt to assist Customer to avoid such surcharges, Provider will automatically provide Customer Voice Response



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Services (“CVRS”) designed to redirect incomplete Toll-Free Calls to Provider’s Voice Response platform, which will complete the call and provide an automated voice message. The CVRS is not a message recording system, and the sender of the call will not be able to leave a message or interact with the platform in anyway. The sender of the call will receive an automated message that generally indicates that the call is not able to be completed at this time. Standard toll-free rates apply to CVRS. Provider reserves the right to stop providing CVRS to Customer at any time for any or no reason. Provider does not make, nor does it intend to make, representations or warranties with respect to the Toll-free CVRS, including any representation that the CVRS will work in every event or error free. Customers shall remain responsible to complete inbound traffic to any Toll-Free number associated with their account, and in the event the CVRS is not able to complete a call for any reason, Customers shall remain responsible for any and all surcharges associated with incomplete the call.

1.14 Activity. Customer agrees it is responsible to pay for any and all activity related to the Services purchased by Customer, including but not limited to all international calls made from any IP address or registration credentials provided to or by Customer. Customer agrees that Provider shall have the right to, temporarily or permanently, at Provider's sole discretion, immediately terminate Customer Services or any communication if suspicious activity occurs. Examples of suspicious activities include, for example, traffic pumping, to calls to certain destinations and excessive calling to free conference lines, and sending suspicious SMS or facsimiles as determined in Provider’s sole discretion. The above shall in no way limit other rights of Provider with respect to prohibited activities or otherwise under law or equity. Customer acknowledges that Provider may institute mandatory DID ownership minimums of 1, 2, 3, or 12 months (“DID Ownership Minimum”) for DIDs if Customer’s average DID ownership does not exceed 30 days. Attempts to cancel service or port numbers away from Provider’s network prior to the expiration of the DID Ownership Minimum period will result in the balance due being accelerated and due immediately. The process for determining the specific amount of time for the DID Ownership Minimum depends on several factors, including, but not limited to:

- (1) the purpose/use of the DIDs;
- (2) the monthly spending of the account; and
- (3) the DID purchase/release volume. Average ownership is measured by determining the start dates with Provider of each individual DID on the account (whether purchased or ported) and calculating the average from this data.

1.15 International DIDs. Due to international regulations and policies of Provider’s international ULC (Underlying Carrier), Customer is required to provide end user information for each international DID Customer purchases, whether such end user is Customer’s Subscriber or a downstream end user. This end user information is being requested by Provider’s international ULC pursuant to international regulations and Provider does not have access to or store the information. DIDs may not be activated unless and until end user information is verified as being true and accurate by the international ULC. Customer is solely responsible for providing and maintaining true and accurate end user information. Any attempt to purchase an International DID using a United States domestic address will be rejected. The information Customer provides is forwarded to Provider’s international ULC and kept on file by them as required by local authorities. Customer shall receive authorization from each end user that allows Provider to forward the End User’s information to Provider’s international ULC and relevant Authorities. By purchasing a DID to resell, Customer represents and warrants to Provider that they are properly registered with any local regulatory agencies needed to sell telecommunication services or are purchasing DID for direct use (and allowed to own the DID based off local laws and restrictions).

1.16 Reclaiming Unused Numbers. Provider may reclaim any telephone numbers that have not been used to pass traffic within the immediately preceding 120-day period.

2. E-911

2.1 Enhanced 911 Versus Basic or Limited E911.

Provider’s 911 dialing (“911 Dialing”) is different from traditional 911 service. Provider’s Customers have access to either basic 911 or Enhanced 911 (“Enhanced E911”) service, depending on the capability of their emergency center. Customer warrants that it shall provide the language in this Section 2 E-911 or materially similar language to Customer’s Subscribers.

Enhanced E911 Service. With Enhanced E911 service, when you dial 911, your telephone number and registered address is simultaneously sent to the local emergency center assigned to your location, and emergency operators have access to the information they need to send help and call you back if necessary.

Basic and Limited E911 Service. Customers in locations where the emergency center is not equipped to receive, capture, or retain your telephone number and/or address have basic 911 or limited E911. With basic 911 or limited

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E911, the local emergency operator answering the call may not have your call back number or your exact location, so you must be prepared to give them this information. Until you give the operator your phone number, he or she may not be able to call you back or dispatch help if the call is dropped or disconnected, or if you are unable to speak. As additional local emergency centers upgrade to Enhanced E911 and become capable of receiving all of our customers' information, Provider will automatically upgrade customers with basic or limited 911 to Enhanced E911 service. Provider will not give you notice of the upgrade.

By using Provider's Service, you authorize Provider to disclose your telephone number, name, and address to third parties involved with providing 911 Dialing to you, including, without limitation, call routers, call centers and local emergency centers.

2.2 You Must Notify All Users That 911 Dialing is Different Than Traditional 911 Service.

You should inform all employees, guests and other third persons who may be present at the physical location where you utilize Provider's Service of the important differences in and limitations of Provider's 911 Dialing as compared with basic 911 or Enhanced E911. The documentation that accompanies the Services will include instructions for obtaining a label that details the potential non-availability of basic 911 or Enhanced E911 (the "911 Label"). It is your responsibility, in accordance with the instructions that accompany the Service, to place the 911 Label on each device that you use with the Service. 911 Labels may be obtained by visiting https://portal.ispwn.net/document_center/ispwn-e911-labels/. Do not block the telephone number on the handset when dialing 911.

2.3 You Must Register the Location of Your Physical Address.

For each phone line and telephone number that you utilize with the Provider's Service, you must register with Provider the physical location (including floor and suite number) where you will be using the Provider's Service with that phone number. You can complete the registration of your initial location by using Back Office, which you will gain access to as part of subscribing to Provider's Service. It is incumbent on you to confirm the accuracy of your physical address. If you or any of your users have any changes to the physical location where you are using a phone number with Provider's Service, you must notify Provider immediately by logging into Back Office and updating the address. Provider is providing a VoIP Trunking solution for businesses intended strictly for use at the physical address of the business. Users who are residential users or who have nomadic equipment or phones where the calling location changes as the device used with the Service moves to another location may not use Provider's Service. If you are a residential user or nomadic user who attempts to make unauthorized use of Provider's Service from the new location, 911 calls made will be sent to an emergency center near your old address. If Customer fails to provide an accurate physical address or fails to provide any address at all and dials 911, Provider reserves the right to charge Customer up to \$250.00 per call.

2.4 Outages May Disrupt Provider's Service and/or E911 Dialing.

Service Outages Due to Power Failure or Disruption. 911 Dialing does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Provider's Service, including 911 Dialing, will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure the device used with the Service prior to utilizing the Provider's service, including 911 Dialing. **Service Outages Due to Internet Outage or Suspension or Disconnection of Broadband Service or Internet Service Provider ("ISP") Service.** Service outages or suspensions or disconnections of service by the underlying broadband provider or ISP will prevent all Provider's Service, including 911 Dialing, from functioning.

Service Outage Due to Disconnection of Your Provider Account. Service outages due to disconnection of your account will prevent all Provider's Service, including 911 Dialing, from functioning.

Service Outages Due to Customer Premise Equipment, ISP or Broadband Provider Blocking of Ports or Other Acts. Your firewall, ISP, broadband provider or other third party may intentionally or inadvertently block the ports over which the Provider's service is provided or otherwise impede the usage of the Provider's service. If you suspect this has happened to you, you should alert us to this situation, and we will work with you to attempt to resolve the issue. During the period that the ports are being blocked or your Provider's service is impeded, your Provider's service, including 911 Dialing, may not function. You acknowledge that Provider is not responsible for the blocking of ports by any firewall or third party or any other impediment to your usage of the Provider's service, and any loss of Provider's service, including 911 Dialing, which may result. In the event you lose service as a result of blocking of ports or any other impediment to your usage of the Provider service, you will continue to be responsible for payment for the Provider service charges unless and until you disconnect the Provider's service in accordance with the terms of your written agreement with Provider covering the Provider's services.

Other Service Outages. If there is a service outage for any reason, such outage will prevent all Provider's service, including 911 Dialing, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this policy.

2.5 Network Congestion May Reduce Speed of Routing or Answering 911 Dialing Calls.

There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 Dialing call made



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utilizing the Provider's Service as compared to traditional 911 dialing over traditional public telephone networks.

2.6 Changes to Your Address or Use of a Non-Native Number May Cause Delays in Assistance.

Address changes through the process described in paragraph 4 above require processing, and delays in updating your new address in an applicable automatic location information (ALI) database may impair or restrict the ability of emergency personnel to help you. You should allow at least 12-24 hours for the ALI database to update before your new address will be available to emergency personnel, where available. In addition, if you move to a location that uses a different area code, exchange or other number system from the telephone number that has been assigned to you, processing your emergency call may be delayed by a local emergency center.

2.7 911 Dynamic Location Routing

911 dynamic location routing enables users of the Service to send a header containing an address that will override the address the user registered for that DID. If the DID the user is dialing from isn't registered with an address, you will be charged a fee as detailed in the section above titled You Must Register the Location of Your Physical Address. Additionally, if the DID the user is dialing from isn't registered with an address, the call will go a national call center to attempt to route the call to the correct emergency service provider and the address provided in the header will be ignored. If the user sends the header incorrectly or if Provider's provider cannot locate the address, it will default to the address that the user registered. Users are responsible for ensuring that the header/address being sent has been confirmed by dialing "933" to test service.

2.8 Disclaimer of Liability and Indemnification.

Provider does not have any control over whether, or the manner in which, calls using Provider's 911 Dialing Service are answered or addressed by any local emergency response center. Provider disclaims any and all responsibility for the conduct of local emergency response centers. Provider relies on third parties to assist it in routing 911 Dialing calls to local emergency response centers. Provider disclaims any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. None of Provider, its Affiliates, or any of their partners, shareholders, members, directors, managers, officers, employees or agents may be held liable for any claim, cause of action, damage, loss, liability, expense, cost, fee, charge, or penalty, and by using the Provider's Service you hereby waive any and all such claims, causes of action, damages, losses, liabilities, expenses, costs, fees, charges, or penalties, arising from or relating to Provider's 911 Dialing Service unless such claims, causes of action, damages, losses, liabilities, expenses, costs, fees, charges, or penalties arose solely from Provider's gross negligence or willful misconduct. You shall defend, indemnify, and hold harmless Provider, its Affiliates, all of their partners, shareholders, members, directors, managers, officers, employees and agents, and any other service provider who furnishes services to you in connection with the Provider's Service, from any and all claims, causes of action, damages, losses, liabilities, expenses, costs, fees, charges, or penalties (including, without limitation, attorneys' fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Provider's Service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Provider's Service to be able to use 911 Dialing or access emergency service personnel.

2.9 You May Want to Make Alternate 911 Arrangements or Choose Not to Use Provider's Service.

If you are not comfortable with the limitations of the 911 Dialing Service, you should consider having an alternate means of accessing traditional 911 or E911 services or disconnecting the Provider's Service.

2.10 Direct Access to 9-1-1 Service Required

A law called "Kari's Law" is effective at the federal level and there are also certain state Kari's law requirements. Certain of these state laws require Provider to provide our Oklahoma customers with notification of the statutory provisions contained in Kari's Law. Kari's Law states that:

A business owner or operator that owns or controls a telephone system or equivalent system which utilizes Voice over Internet Protocol (VoIP) enabled service and provides outbound dialing capacity or access shall be required to configure the telephone or equivalent system to allow a person initiating a 9-1-1 call on the system to directly access 9-1-1 without an additional code, digit, prefix, postfix, or trunk-access code.

A business owner or operator that provides residential or business facilities utilizing a telephone system or equivalent system as described in subsection A, shall configure the telephone or equivalent system to provide a notification to a central location on the site of the residential or business facility when a person within the residential or business facility dials 9-1-1, provided that the business owner or operator's system is able to be configured to provide such notification without an improvement to the system's hardware. The requirement of this subsection does not require a business owner or operator to have a person available at the central location to receive such notification.

2.11 Outside the United States. If Customer uses the Service from a location outside the United States, Customer will not be able to use the E911 Service or place E911 emergency calls.

2.12 E911 Provisioning Intervals. Provisioning E911 Service may take additional time following the activation of the Service, during which time E911 emergency calling may not be available or additional fees may be incurred.



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2.13 Required Information. In some circumstances, Customer may need to advise emergency service personnel of the nature of the emergency, the Customer's telephone number, or the Customer's physical location. If a call is disconnected for any reason, emergency service personnel may not be able to call the caller back, determine the Customer's physical location, or dispatch emergency personnel to the Customer's location.

2.14 Physical Location. For E911 Service to work properly, the E911 Service address in Provider's records MUST correspond to the physical location from which the Customer will use the Service. A P.O. Box is not sufficient to use as a physical address. The emergency service dispatcher will only send emergency service personnel to Customer's registered E911 Service address.

2.15 Information. Customer will be responsible for accurately providing Provider with all information necessary to ensure the accuracy of each Automatic Location Identification ("ALI") and Public Safety Answering Position ("PSAP"), including, but not limited to, all Direct Inward Dialing ("DID")/Direct Outward Dialing ("DOD") numbers, and a correct and valid emergency response address for each DID/DOD number. Further, Customer must furnish all updates of this information to Provider. All of Customer's information must be accurately provided and provisioned in the Automatic Number Identification ("ANI") database to provide full 911 service functionality. If a 911 call is made from an invalid, non-provisioned, or improperly provisioned telephone number, the call will not be normally and automatically routed to the correct PSAP and shall be routed to the backbone E911 provider's 24/7 Emergency Call Routing Center (ECRC). In such event, a per-call charge will be billed to Customer at a rate determined by Provider from time to time. Customer agrees to indemnify, defend, and hold Provider, Provider's Affiliates, and the Third-Party Vendors harmless from and against any and all claims, liabilities, losses, judgments, damages and expenses, including without limitation attorneys' fees and costs of litigation, incurred or suffered by such party relating to the failure of Customer to provide Provider with accurate database entries and updates thereto. 911 calls rely on the proper assignment of caller ID and calls that are not properly assigned a provisioned number as a caller ID will result in call failures and/or incurred fees.

2.16 Routing Solution. Provider's designated E911 Vendor (which shall be included within the definition of "Third Party Provider") routes VoIP E911 calls by way of native 911 solutions where the Vendor's backbone provider has access to the E911 Service infrastructure. The following limitations apply to Service(s) in regions where a native 911 solution is utilized:

i. In the event of an address geo-coding or Master Street Address Guide ("MSAG") validation failure, the error records cannot be processed in real-time. Commercially reasonable efforts will be made to resolve the records in error. There may be instances that will prevent the correction of errors, causing delays in uploading data into the provisioning system; and

ii. The E911 Service is predicated on using primary wireline Public Safety Answering Point ("PSAP") boundaries for routing the Service's emergency calls to the appropriate PSAP. The primary wireline boundary information is collected and is entered into a database for real-time queries for PSAP boundary lookup. Customer acknowledges that primary wireline PSAP boundary data may not be available for the entire United States and that 911 Service is dependent on the PSAPs to provide such information resulting in the use of wireless PSAP boundary data to route a VoIP emergency call.

2.17 Non-Native Solution. If E911 Service is provided in regions where a non-native 911 solution is utilized, the following limitations apply:

i. E911 Service uses wireless PSAP boundaries when a primary wireline PSAP boundary is not available. Therefore, the 24x7 PSAP DN provided when a caller places an emergency call may correspond to a PSAP other than the PSAP that would normally receive wireline emergency calls placed from the caller's location.

ii. A caller's physical service address and call back number will not be presented to the PSAP; and/or

iii. If a caller cannot speak, Customer acknowledges that no information will be provided to the PSAP to contact the caller to obtain information that would automatically allow them to dispatch emergency services to caller's location. Each PSAP's internal processes will dictate how the call should or will be handled.

2.18 Additional Considerations. If an address provided for by Customer or Customer's Subscribers cannot be recognized by the system and/or cannot be geo-coded, neither Provider or its third-party carriers, or such other third parties utilized by such carriers, assumes any liability or responsibility for providing emergency calling services for the telephone number associated with such address. In situations where emergency call routing uses the Emergency Call Routing Center ("ECRC"), and if caller cannot speak or identify his or her address; (ii) data connectivity between the address database and the ECRC is interrupted; or (iii) the caller's location information cannot be provided, Customer acknowledges that the Provider and any Third Party Vendor shall have no ability to assist the caller and Customer agrees to indemnify, defend, hold Provider, Provider's Affiliates, and the Third Party Vendors harmless from and against any and all claims, liabilities, losses, judgments, damages and expenses, including without limitation attorneys' fees and costs of litigation, incurred or suffered by such party as a result of such instances. Customer understands and acknowledges and commits to informing its Customer Subscribers of the nature and limitation of 911 Emergency



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Dialing over the Service. Customer acknowledges and agrees that Provider and any Third-Party Vendor will not be liable for any Service outage and/or inability of a caller to dial 911 or to access emergency service personnel due to the characteristics and limitation of the Service. Customer understands that all calls must be delivered with the appropriate calling party number ("CPN") representing the caller's actual geographic location. Customer will be responsible for 911 configurations for all active CPNs. "Valid CPN" means the calling party's actual assigned ten (10)-digit telephone number within the North American Numbering Plan assigned by Provider, excluding special purpose phone numbers such as 8XX, 950, 555 and N11. Delivery of valid CPN is a material obligation of Customer under this Agreement. For outbound calls other than calls to 911, if Customer does not deliver valid CPN, Provider will use commercially reasonable efforts to complete the call. For 911 calls, if Customer does not deliver valid CPN, Provider cannot complete the call. Customer agrees to indemnify and hold Provider, Provider's Affiliates, and the Third-Party Vendors, harmless from and against any and all claims, liabilities, losses, judgments, damages and expenses, including without limitation attorneys' fees and costs of litigation, incurred or suffered by such party relating to the failure of Customer to deliver valid CPN.

2.19 E-911 Secondary Notification Service. When a 911 call is placed using the Services, a non-secure plain text notice may be sent to one or more Customer selected email addresses when the Customer purchases such a Secondary Notification Service from the Provider. The Provider does not guarantee, however, that any such notice will be sent or reach the Customer selected email addresses.

2.20 Call Volume. If the number of 911 calls from Customer's Subscribers exceeds three percent (3%) of the total Subscriber Records managed on behalf of Customer in Provider's ALI database in any applicable month. Provider may charge Customer a \$5.00 surcharge per call. For example, normal call volume per month per Customer typically is approximately one to two percent (1-2%) of the total Customer's Subscriber Records managed on behalf of Customer in Provider's ALI database.

3. ORDERING THE SERVICE

3.1 Customer may order the Services offered by Provider by completing and submitting an order form (the "Order", "Order Form" or "Services Schedule"). The Order Form requires Customer to provide certain information including, but not limited to, Customer's name, billing address, email address and credit card or banking information. Such information must be accurate, current, and complete. Customer agrees to ensure that all such information is always accurate and complete. Customer acknowledges that if it provides any information that is untrue, inaccurate, not current, or incomplete, Customer's rights to use the Services may be suspended or terminated without liability on the part of Provider.

4. TERM

4.1 This Agreement shall apply upon Customer's submission of a completed and signed Order Form; provided that if Customer acquires access to or uses the Services without submitting an Order, then this Agreement shall immediately apply upon such use or access. Provider shall provide Customer a Service Commencement Date when such date is known to Provider. Provider may change such date, without liability, in its sole discretion. Subject to the provision of the terms of this Agreement and unless a longer term is specified in the Order Form, either Party may terminate Services at any time, without further liability, except for the payment of fees that have accrued prior to termination. Customer must terminate Services by contacting their account manager. Any other form or written cancellation notification will NOT be accepted as proper cancellation notification.

4.2 Customer account cancellations are processed within 30-days of the cancellation submission. Customer shall remain responsible and shall pay all charges and fees associated with the Services that accrue up to termination. Customer MUST remove all provisioned Services. Failure to remove provisioned Services will result in a \$100 administration fee. Customer acknowledges that if it orders DIDs from Provider, such DIDs may have an ownership minimum of 1, 2, 3, or 12 months ("DID Ownership Minimum") for the DIDs, if Customer's average DID ownership does not exceed 30 days. Term of DIDs ordered hereunder shall be set forth on the Order Form.

5. NETWORK FACILITIES AND EQUIPMENT

5.1 Customer shall be solely responsible for the acquisition, installation, testing, maintenance and security of its own equipment and network facilities needed for Customer and Customer's Subscribers to utilize the Services, including facilities between Customer's Point of Presence ("POP") and Customer's Subscribers. Customer shall be solely responsible for any liabilities that arise from the equipment, software, and facilities provided by Customer and

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Customer's Subscribers. Customer agrees to indemnify, defend, and hold Provider, Provider's Affiliates, the Third-Party Vendors, and the parent companies, sister companies, employees, directors, officers, and shareholders of the same, harmless from and against any and all claims, liabilities, losses, judgments, damages and expenses, including without limitation attorneys' fees and costs of litigation, incurred or suffered by such party relating to or arising out of the foregoing.

6. DATABASE UPDATES

6.1 Customer shall furnish all information reasonably requested by Provider in order for Provider to provide each Service. Customer shall ensure that all information and data that it has given or that it will give to Provider, including but not limited to Customer's billing information, mailing address and email address, and Customer's Subscriber information is current and accurate at all times. Provider shall have no responsibility to verify the accuracy of any information provided by Customer. Provider shall have no liabilities or obligations relative to any amount billed or notices delivered incorrectly as a result of inaccurate information provided by Customer and Customer's failure to correct or update the same. Customer agrees to indemnify, defend, and hold Provider, Provider's Affiliates, the Third-Party Vendors, and the parent companies, sister companies, employees, directors, officers, and shareholders of the same, harmless from and against any and all claims, liabilities, losses, judgments, damages and expenses, including without limitation attorneys' fees and costs of litigation, incurred or suffered by such party relating to Customer's failure to perform the foregoing obligation.

7. UNLAWFUL AND PROHIBITED USE

7.1 Automated Calling Prohibition. Unless Customer purchases the short duration calling Service from Provider, Customer agrees that all calls it originates through the Services shall be initiated by a human user and conducted by that human user. All calls, including but not limited to calls using Provider's short duration calling Service, must be made in compliance with robocalling laws. Unless otherwise agreed upon in writing, Customer agrees that it shall not use the Services to initiate any automated communication. Customer shall ensure that any and all automatic Calling shall be at all times conducting in compliance with federal, state, and local, laws regulations and rules.

7.2 General Prohibitions. Customer and Customer's Subscribers are expressly prohibited from using the Service(s) in a manner that would, in any way, constitute or encourage conduct that is improper, including uses that are criminal in nature, that may give rise to a civil liability, or that otherwise violates any applicable laws or regulations. Examples of such improper uses include, without limitation, attempts at phishing or otherwise improperly attempting to gain access to financial information and making calls to numbers included in a government Do Not Call List. In addition, Customer and Customer's Subscribers are expressly prohibited from using the Services:

- (i) for any abusive or fraudulent purpose;
- (ii) in a manner that enables Customer to avoid any obligation to pay for the Services;
- (iii) in a manner that is deemed to interfere with, disrupt, or present a risk to the Services, Network, software, property, or security of Provider, its customers, its Third Party Vendors or other third parties, whether directly or indirectly;
- (iv) in a manner that results in usage inconsistent with Provider's expectations or the purpose for which Provider is providing the Services;
- (v) in a manner which involves illegal robocalling or illegal autodialing,
- (vi) in a manner which involves transmitting pornographic or obscene material, or
- (vii) in a manner that violates this Agreement, or the policies of Provider.

Customer shall provide, at its cost, all reasonably necessary security equipment, software, facilities and other apparatuses to ensure that the Services are not used in a fraudulent or unauthorized manner, whether by Customer and any third party); and/or (vi) in a manner which violates the FTC's Telemarketing Sales Rule ("TSR"), 16 C.F.R. Part 310, which prohibits, among other conduct, the following:

- (a) making a false or misleading statement to induce any person to pay for goods or services or to induce a charitable contribution;
- (b) misrepresenting a seller or telemarketer's affiliation with any government agency;
- (c) transmitting false or deceptive caller ID numbers; or
- (d) initiating or causing the initiation of calls that deliver prerecorded messages, unless the person called provided express written permission to call.

7.3 Rights. If Provider determines, in its sole discretion, that Customer is or any of its Customer Subscribers are using the Services in a manner that violates or is contrary to this section then Provider, as well as any effected Third-Party



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Vendors, shall have the right, without liability, to block, suspend or terminate the Services, or any part thereof, without notice. Customer shall be responsible for any liabilities and obligations arising from Customer's use of the Services that is contrary to or violates this section. Customer agrees to indemnify, defend, and hold Provider, Provider's Affiliates, and the Third-Party Vendors harmless from and against any and all claims, liabilities, losses, judgments, damages and expenses, including without limitation attorneys' fees and costs of litigation, incurred or suffered by such party relating to or arising out of Customer's or Customer's Subscribers violation of this section. If Provider, in its sole discretion, believes that Customer's or Subscriber's actions or omissions may be considered criminal in nature, Provider may forward personally identifiable information to the appropriate authorities for investigation and prosecution. Customer hereby consents to such forwarding.

7.4 Suspicious Activity Service Termination. In addition to and not to limit any other rights of Provider, Provider has right to suspend or terminate Service if Provider, in its sole discretion, believes that any activity on the Customer account or Customer's Subscriber's account is or could be suspicious in nature. Examples of suspicious activities include, for example, traffic pumping, to calls to certain destinations and excessive calling to free conference lines, and sending suspicious SMS or facsimiles as determined in Provider's sole discretion.

7.5 Use of Service outside the United States. Customer shall be liable for any and all use of the Service and equipment by any person outside of the United States. Transport or sale outside of the United States may result in a violation of U.S. or foreign technology import/export laws or rules; compliance with which is Customer's sole responsibility. Customer agrees to indemnify, defend, and hold Provider, Provider's Affiliates, and the Third-Party Vendors harmless from and against any and all claims, liabilities, losses, judgments, damages and expenses, including without limitation attorneys' fees and costs of litigation, incurred or suffered by such party relating to or arising out of the aforementioned.

8. STIR/SHAKEN

8.1 Provider will assign attestation levels based off relationship with Customer and with phone numbers being used to make outgoing calls. A partial attestation level will be assigned to calls that are sent using Provider's service from a DID that is not purchased through Provider. Provider is not responsible for the terminating carrier's behavior for these calls such as blocking calls, tagging calls as spam or fraudulent, or rerouting to a different location based off this attestation level.

9. ROBOCALLING MITIGATION DATABASE

9.1 Customer represents and warrants that Customer has filed a certification with the Robocall Mitigation Database, is listed in the Robocall Mitigation Database, and will remain listed during the time Customer is receiving Services from Provider. Customer must immediately notify Provider if Customer is removed from the Robocall Mitigation Database. Provider reserves the right to immediately terminate Services in the event Customer is removed from the Robocall Mitigation Database and Customer assumes all liability for Provider doing so.

10. AUDIT AND LAW ENFORCEMENT.

10.1 Provider reserves the right to audit, track, and/or monitor Customer's and Subscriber's use of the Services to

- (a) enforce the provisions of this Agreement;
- (b) conform to legal requirements or comply with legal process;
- (c) protect and defend the rights or property of Provider or any Third Party Vendors;
- (d) respond to request for identification in connection with a claim of copyright or trademark infringement, or unlawful activity;
- (e) act to protect the interests of Provider's customers or such Customer's Subscribers;
- (f) conform to Provider's contractual obligation with any Third Party Vendor; or
- (g) provide the Services.

Customer agrees that this Agreement is sufficient notice to Customer of such monitoring to the extent any notice is required under applicable federal or state law. Customers who violate the law may incur criminal or civil liability. Provider may refer such violators to government authorities for prosecution and, if needed for the related investigation, will fully cooperate with the government authorities. In the event Provider is required by court order, statute, government regulation, subpoena, or other governmental request to disclose Customer information or Customer's Subscribers information (including, but not limited to CPNI) to the authorities, Provider will duly and entirely cooperate. Customer must inform its Subscribers of the provisions of this Section 4 Audit and Law Enforcement.

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11. PRIVACY

11.1 The Services utilize the public Internet and third-party networks. Provider and its Third-Party Vendors shall not be liable for any lack of privacy which may be experienced by Customer with regard to the Services. Customer shall be solely responsible for any liabilities arising from Customer's lack of privacy. Customer acknowledges that both Provider and Customer are bound to protect and use CPNI only in accordance with federal regulation and specifically as detailed in the ispwn CPNI Policy, a copy of which is available for viewing at www.ispwn.com/legal and the terms of which are incorporated herein by reference. Specifically, Customer may only use CPNI to:

- (1) initiate, render, bill and collect for telecommunications services (as applicable under the terms of this Agreement) and
- (2) to protect the rights or property of Provider or to protect users of the Services and telecommunications carriers from fraudulent, abusive, or unlawful use of, or subscription to the Services.

For a definition of CPNI and additional detail Customer may consult the ispwn CPNI Policy, a copy of which is available at www.ispwn.com/legal and the terms of which are incorporated herein by reference. Provider also collects, redistributes, and uses information as detailed in the ispwn Privacy Policy, a copy of which is available for viewing at www.ispwn.com/legal and the terms of which are incorporated herein by reference.

12. CONTENT

12.1 Neither Provider nor any of its Third-Party Vendors operate or control the content transported by the Services. As such, neither Provider nor any of its Third-Party Vendors shall have any liability or responsibility for the content of any communication or information transmitted via the Services. Customer agrees to indemnify, defend, and hold Provider, the Third-Party Vendors, and the parent companies, sister companies, employees, directors, officers and shareholders of the same, harmless from and against any and all claims, liabilities, losses, judgments, damages and expenses, including without limitation attorneys' fees and costs of litigation, incurred or suffered by such party relating to or arising out of the content of any communication or information transmitted via the Services.

13. LOCAL NUMBER PORTABILITY (LNP)

13.1 If Customer desires to port a number either to or from Provider's Network, Customer shall execute and/or deliver to Provider all documents and information requested by Provider, including, but not limited to, all required Letters of Authorization ("LOA"). Services ported away will only include the number itself and does not include removal of 911 or SMS services. Customer acknowledges and agrees that Provider shall have the right to refuse to port any number to its network for any reason. Customer agrees that Provider, in its sole discretion, may port a number to any Third-Party Vendor selected by Provider in order to provide the Services, and that Provider may be required to be named as the Customer of Record for such number. Provider will make reasonable commercial efforts to execute all port requests; however, Provider has no control over any porting process (either to or from Provider's Network). As such, Provider makes no guaranties or warranties that a number will be ported on a particular day, or that a submitted port request will result in the number being ported. Provider will inform Customer of port dates when such dates are known to Provider. Provider reserves the right to change the port date in its sole discretion. Customer shall pay \$3.00/TN for any number ported from Provider's network. Customer agrees to comply with all applicable rules, regulations, and orders, including but not limited to all FCC and public utility commission rules regarding number porting. Provider makes no warranty that the Service(s) associated with a number will be uninterrupted or error free during any porting process. Provider does not guarantee or warrant that numbers provided to Customer were not previously used in robocalling campaigns. Customer acknowledges that, if any account associated with the number being ported is canceled or suspended prior to the port date, such number may not be eligible for porting. It is Customer's sole responsibility and obligation to timely cancel its account(s) with the provider from which the number is being ported, and Customer shall be solely responsible for any contractual obligations it has with such provider and any applicable fees and charges, including early termination fees. Number porting is done at the Customer's sole risk. Under no circumstances shall Provider be liable for any damages, including, without limitation, loss of profits, associated with porting or not porting a number. Customer agrees to indemnify, defend, and hold Provider, Provider's Affiliates, and the Third Party Vendors harmless from and against any and all claims, liabilities, losses, judgments, damages and expenses, including without limitation attorneys' fees and costs of litigation, incurred or suffered by such party relating to or arising out of any number port requested by Customer, including those arising from any slamming complaints. Customer acknowledges that requests to port numbers away from Provider's Network will be completed not less than seven (7) days from the date of the request. Customer also acknowledges that it will not port any numbers without verification from the Subscriber or the

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notifications and changes in electronic format and acknowledges that such format shall not affect the enforceability thereof. Such changes shall be effective immediately upon said notice. In addition to providing the above-mentioned notice, Provider shall publish the modified Agreement on its website www.ispwn.com/legal. Customer agrees to review the Agreement on the website periodically so that it is aware of any and all modifications. Customer's use of the Services after notice of any such changes shall constitute Customer's conclusive acceptance of any and all such changes. In the event Customer no longer desires to receive notices via electronic methods, Customer shall provide written notification of such decision, at which time Provider may terminate Services without liability.

20. WEBSITE USE/WARRANTIES.

20.1 By accessing and using any Provider Website <https://portal.ispwn.net/> (which includes Back Office), www.ispwn.com and the Customer acknowledges that it has read and agreed to the Terms of Use located on such site ("Terms of Use"), and, in addition to the terms and conditions contained herein, Customer agrees to all the terms and conditions therein, and consents to be bound and become a party thereto. Should the Customer not agree to, or not be able to comply with any of the terms and conditions of the Terms of Use, it shall immediately cease any use of Provider's Website, as well as the Services, or terminate the registration process. Information, ideas, and opinions expressed on the Provider Website should not be regarded as professional advice or the official opinion of Provider and Customer is encouraged to consult professional advice before taking any course of action related to the information, ideas or opinions expressed on the Provider's website. Provider does not make any warranties or representation that the content and services offered on the Provider Website are or will be, in any case, available, true, correct, or free from any errors. Provider may provide hyperlinks to websites not controlled by Provider ("target sites") and such hyperlinks do not imply any endorsement, agreement on or support of the content, products and/or services of such target sites and Provider shall not have any liabilities to Customer or any third party arising from Customer's access or use of such third-party sites. Provider does not editorially control the content, products and/or services on target sites and shall not be liable, in any manner whatsoever, for the access to, inability to access, the use of, inability to use or the content available on or through target sites.

21. GENERAL WARRANTIES.

21.1 THE SERVICE(S), DEVICES, EQUIPMENT, HARDWARE, SOFTWARE AND OTHER COMPONENTS OF THE NETWORK AND SERVICE ARE OFFERED AND PROVIDED "AS IS", "AS AVAILABLE" AND SUBJECT TO THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY FOUND HEREIN. PROVIDER AND ITS THIRD-PARTY VENDORS AND ANY THIRD PARTY THAT FURNISHES SERVICES TO PROVIDER OR ENABLES PROVIDER TO FURNISH SERVICE(S) TO CUSTOMER MAKE NO WARRANTIES OF ANY KIND REGARDING THE SERVICE(S), SOFTWARE OR EQUIPMENT PROVIDED HEREUNDER AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DISCLAIMS ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, ACCURACY OF DATA, AVAILABILITY, FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICE(S) WILL MEET CUSTOMER'S REQUIREMENTS, ANY WARRANTY AGAINST INTERFERENCE WITH CUSTOMER'S ENJOYMENT OF THE SERVICE(S), OR AGAINST INFRINGEMENT OF ANY NATURE. IN ADDITION, PROVIDER, AND ITS THIRD-PARTY VENDORS AND ANY THIRD PARTY WHO FURNISHES SERVICES TO PROVIDER OR ENABLES PROVIDER TO FURNISH THE SERVICE(S) TO CUSTOMER MAKE NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. PROVIDER DOES NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON BEHALF OF PROVIDER, ITS THIRD-PARTY VENDORS OR ANY THIRD PARTIES. ANY AND ALL STATEMENTS AND/OR DESCRIPTIONS CONCERNING THE SERVICES OR EQUIPMENT, IF ANY, BY PROVIDER OR ITS EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES ARE INFORMATIONAL ONLY AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND, AND CUSTOMER SHOULD NOT RELY ON ANY SUCH STATEMENT OR DESCRIPTIONS CONTRACTOR.

22. LIMITATION OF LIABILITY.

22.1 PROVIDER SHALL NOT BE LIABLE FOR ANY DAMAGE, LOSS OR LIABILITY OF ANY NATURE INCURRED BY CUSTOMER OR ITS CUSTOMER SUBSCRIBERS AND/OR ANY THIRD PARTY RESULTING FROM ACCESS TO THE NETWORK; ANY INTERRUPTION OF SERVICE(S); ANY LOST DATA, LOST TIME,

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OR OTHER SYSTEM RELATED DAMAGES; AND/OR DAMAGE OR LOSS OF PROPERTY OR EQUIPMENT. IN ADDITION, AND NOT TO LIMIT THE FOREGOING OR THE FOLLOWING, IN NO EVENT SHALL PROVIDER BE RESPONSIBLE FOR ANY LIABILITIES ARISING OUT OF: (A) THE SERVICE(S), FACILITIES OR EQUIPMENT PROVIDED BY CUSTOMER, CUSTOMER'S SUBSCRIBERS, OR BY A THIRD-PARTY VENDOR (INCLUDING ANY AGENTS, SUBCONTRACTORS, INDEPENDENT CONTRACTORS OR CUSTOMERS OF THE SAME); OR (B) ANY ACT OR OMISSION OF ANY THIRD PARTY, THE CUSTOMER OR CUSTOMER'S SUBSCRIBERS.

22.2 IN ADDITION, AND NOT TO LIMIT THE FOREGOING, PROVIDER SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, TO THE CUSTOMER OR ANY THIRD PARTY, INCLUDING CUSTOMER'S SUBSCRIBERS, FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST REVENUES OR COST OF PURCHASING REPLACEMENT SERVICES.

22.3 IN NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF PROVIDER ARISING WITH RESPECT TO THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID BY CUSTOMER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

22.4 NO CAUSE OF ACTION UNDER ANY THEORY WHICH ACCRUED MORE THAN ONE (1) YEAR PRIOR TO THE INSTITUTION OF A LEGAL PROCEEDING MAY BE ASSERTED BY CUSTOMER RELATIVE TO THE SERVICE(S) OR THIS AGREEMENT.

22.5 IN THE EVENT A JURISDICTION DOES NOT ALLOW ANY OF THE ABOVE EXCLUSIONS OR LIMITATIONS OF WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH LIABILITIES AND WARRANTIES SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

23. INDEMNIFICATION.

23.1 In addition to any other indemnification provisions herein, Customer agrees to indemnify, defend, and hold Provider, the Third Party Vendors, and the parent companies, sister companies, employees, contractors, directors, officers and shareholders of the same, harmless from and against any and all claims, liabilities, losses, judgments, damages and expenses, including without limitation attorneys' fees and costs of litigation, incurred or suffered by such party relating to Customer's or Customer Subscribers' acts or omissions, consumption, use and/or resale of the Services and/or breach of this Agreement, including, without limitation, any claims asserted by any third party.

24. DISPUTE RESOLUTION.

24.1 This Agreement, and all other aspects of the use of the Services and the Website, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to any choice of law rules. The above governing law provision applies regardless of the location of the Customer or where Customer or its Customer Subscribers use or pay for Services. Venue for any action brought hereunder shall be Delaware, and Customer hereby waives any rights to the contrary. In any proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights under this Agreement, the prevailing party may be awarded reasonable attorneys' fees, together with any costs and expenses, to resolve the dispute and enforce the final judgment.

25. MISCELLANEOUS.

25.1 General Provisions. This Agreement and any documents incorporated herein by reference constitute the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements, understandings, statements, or proposals concerning the Service(s), including representations, whether written or oral. No written or oral statement, advertisement or service description not expressly contained in this Agreement will be allowed to amend, contradict, explain, or supplement it unless agreed upon by Provider in a signed writing. Neither Customer nor Provider is relying on any representations or statements by the other party or any other person or entity that is not included as a Party to this Agreement.

25.2 Force Majeure. Except for the Customer's payment of charges for Services which have accrued, neither Party to this Agreement assumes a risk of any event, foreseeable or unforeseeable, and beyond the reasonable control of either Party, including but not limited to acts of God or the public enemy; riots or insurrections; war; accidents; fire; strikes; and other labor difficulties (whether or not the party is in a position to concede to such demands); embargoes; judicial action; lack of or inability to obtain licenses, permits or approvals, necessary labor, materials, energy, components,



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Addendum 4 - Wholesale Canada DSL/Fiber Services

This WHOLESAL CANADA DSL/FIBER SERVICES ADDENDUM consists of this cover sheet, any applicable schedules, and any amendments to the foregoing (collectively referred to as this “Addendum”). The Addendum is to amend a previously signed DSL Services Agreement between ISPWN/WLS and the Reseller (capitalized terms used herein but not defined shall have the meaning ascribed to them in the Agreement) and shall override any previous Agreements or Addendums. By signing this Addendum the Customer expresses the desire to sell Canada DSL/Fiber services through ISPWN/WLS DSL platform. This Addendum is by and between ISP Wholesale Networks., (“ISPWN/WLS”) and the Customer indicated below. This Addendum is to be effective on the date it is executed by ISPWN/WLS (the “Effective Date”).

ISPWN/WLS develops, aggregates, and provisions Canada DSL/Fiber services through the use of its own Infrastructure and loops provided by ILECs, CLEC’s or other third parties. The Customer desires to engage ISPWN/WLS to provide certain IP based products and services on the terms set forth below.

This Addendum specifies a wholesale Canada DSL/Fiber product which has its own unique terms and features that were previously not included in any ISPWN/WLS DSL agreements prior to August 2010. It therefore has terms that will modify the existing ISPWN/WLS DSL agreements accordingly. This Addendum modifies the terms of any previously signed agreements and/or addendums between ISPWN/WLS and the Customer in regards to the DSL products.

Should there arise any discrepancies between this Addendum and the original agreements and or addendums that were signed, this Addendum shall prevail. The Agreement includes the schedule referenced below:

Wholesale Canada DSL/Fiber Platform

Canada DSL/Fiber Minimum Term Commitment – Currently all DSL/Fiber services are provided as a 1 year service. Please ask your representative for current pricing.

DSL Terms:

DSL Static IP option. As shown in the table above, there is a fee for a single static IP to be set on the DSL service. In future we may offer more than 1 single static IP for an additional fee.

Dry Loop Setup Charge for Canada DSL Services. For Dry Loop DSL there is a one-time setup fee for all installs according to the premises type (residential/business). If the DSL service is provisioned on a line share connection (on an existing working telephone number) there is a one-time setup fee.

Diagnostic Maintenance Charge (DMC) for DSL. This charge is billed for the dispatch of a field technician to subscriber location to service non-Bell Canada service faults, service upgrades and downgrades requiring the dispatch of a field technician (The Field Technician Dispatch Charge does not include inside wire install or repair). Each DMC will be billed per dispatch.

Fiber Terms:

Fiber Static IP option. There is a fee for a single static IP to be set on the Fiber service. In future we may offer more than 1 single static IP for an additional fee.

Dry Loop Setup Charge for Canada Fiber Services. For Dry Loop Fiber there is a one-time setup fee for all installs according to the premises type (residential/business). If the Fiber service is provisioned on a line share connection (on an existing working telephone number) there is a one-time setup fee.

Fiber Modems. Any Fiber Services require a DSL/Fiber modem that is ADSL2+ compatible in order to get the appropriate speeds. It is the responsibility of the Reseller to supply DSL and Fiber modems that are compatible with the DSL/Fiber services to their subscribers.



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+ Modem* for Speeds with 7MB Upload rate: A modem lease may be required. Fiber services with the 7MB upload rate will require a Bell Canada provided VDSL modem. These modems will be provided to the subscribers by Bell. You may not use your own, and there is no benefit to do so since you will be required to pay for it. If your subscriber no longer requires the services intended for the VDSL modem, you will need to return the modem right away and replace it with a standard ADSL2+ modem. A non returned modem will be subject to a charge.

Fiber Services incurs an Installation Fee: All Fiber services ordered come with a Full Install service. That means separate from any Bell technician work required, a 3rd party technician will be sent out onsite to the subscribers premises. At this time, they should introduce themselves as being from Interhop or PowerDSL. We cannot have this 3rd party service use your individual company names.

The full install will include, setting up the end users computer if necessary, any inside wiring work that needs to be done for 1 jack (including the Jack installation), and end user training, if required. This is included in the installation fee, which cannot be waived. You must also make sure the modem and the subscribers PPPoE username/password is onsite if you want the 3rd party tech to set up their computer.

While we do understand that some people do not need the technician to come out to the location, it is required at this time. If the end user does not need any wiring changes or assistance they can kindly let the technician know when they show up. It is OK, they are used to it. There is a fee for FTTN installs that Bell cannot complete due to the subscriber not being available (missed appointments).

General Terms for all products (Canada):

Speed Change Fee. There is a fee to upgrade or downgrade the speed that is being supplied on the DSL or Fiber connections.

Canadian Taxes. Provider will bill the subscribers any Canadian taxes that apply, which as of this date is a 13% HST tax. All Canadian taxes can change from time to time based on Canadian law and the prices will be effective upon posting. All listed fees including DSL/Fiber service fees, diagnostic maintenance changes and installation fees will be subject to taxes.

Residential Usage Limits. Some plans may come with data-caps, which may vary from one plan to another. Services may incur overages if users go over the assigned cap.

Additional Undisclosed Fees. ISPWN/WLS reserves the right to pass along any other additional fees incurred from our vendors that may arise for providing and supporting our service to Reseller. We will send out an email in advance of imposing these fees to the administrative contacts on the account.

By executing below, the Customer affirms that it has received and read the above identified schedule and agrees to be bound by their terms and conditions.

EXECUTED as at the date below:

<p>COMPANY: ISP Wholesale Networks</p> <p>By: </p> <p>Name: Mathew Carley</p> <p>Title: Chairman, President & CIO</p> <p>Dated: <input style="width: 100%;" type="text"/></p>	<p>RESELLER: <input style="width: 100%;" type="text"/></p> <p>Signature: <input style="width: 100%; background-color: yellow;" type="text"/></p> <p>Name: <input style="width: 100%;" type="text"/></p> <p>Title: <input style="width: 100%;" type="text"/></p> <p>Dated: <input style="width: 100%;" type="text"/></p>
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By signing this page, Reseller agrees to add this service in conjunction to the Master Service Agreement within.



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Addendum 5 – Streaming TV Services

This Streaming TV Reseller Agreement is hereby entered into as _____, and outlines the Agreement between ISPWN/White Label SIM and _____, hereafter referred to as “Reseller” and sets forth the terms and conditions under which ISPWN/WLS will provide Streaming TV Service. For all other terms and conditions please refer to the MSA.

Terms:

- 1) All billing on this product is billed on an anniversary-date basis as per section 3 of the Master Service Agreement.
- 2) The Reseller agrees that all retail rates will not fall below the rates posted by ISP Wholesale Networks or its Vendor, except where bundled with an eligible service offering (e.g. Broadband).
- 3) Any reproduction of the Streaming TV Channel lineup or use of the Streaming TV images must be approved by ISPWN/WLS prior to release or use.
- 4) Reseller agrees to ensure customer utilizes adequate hardware for the service.
- 5) Reseller agrees to ensure customer has sufficient bandwidth for the service (at least 10mbit/s); use on a mobile device should ideally be over WiFi rather than the Cellular Network as the service may not be included in any “unlimited data” or “unlimited streaming” add-ons offered by any given mobile carrier.

1. Appointment of Reseller

- a) **Authorization and Appointment** ISPWN/WLS hereby authorizes and appoints RESELLER, and RESELLER accepts the authorization and appointment, as ISPWN/WLS's non-exclusive reseller, to market, sell, or incorporate for resale the ISPWN/WLS Products listed in the attached to this agreement within the Territory.
- b) **Revision of Authorization.** ISPWN/WLS may revise the list of Products by giving RESELLER written notice, and cooperating with RESELLER to draft, execute, and attach to this agreement an amended list of Products reflecting the revisions.

2. Orders

Purchase Orders: RESELLER shall submit all orders for Products to ISPWN/WLS in writing to RESELLER's address listed in the introduction to this agreement, or as ISPWN/WLS otherwise specifies in writing, (each a "Purchase Order") and include in each Purchase Order each Product it is ordering, identified by model or part number, the amount of each Product it is ordering, the unit price of each Product it is ordering, the location for delivery, and the delivery date, allowing reasonable time for ISPWN/WLS to receive, review, process the Purchase Order, and ship the Products (the "Delivery Date").

a) Accepting, Modifying, and Rejecting Purchase Orders

- i. **By Notice:** Within 7 Business Days of receiving a Purchase Order from RESELLER, ISPWN/WLS shall accept, reject, or propose a modification to the Purchase Order by sending RESELLER written notice of its acceptance, rejection, or proposed modification.
 - ii. **Deemed Acceptance:** If ISPWN/WLS fails to notify RESELLER of its acceptance, rejection, or proposed modification, RESELLER may deem that ISPWN/WLS accepted the Purchase Order.
 - iii. **Modification of Purchase Order:** ISPWN/WLS may propose a modification to a Purchase Order by including in its notice to RESELLER a modified Purchase Order for RESELLER to accept or reject according to the acceptance and rejection procedures under paragraphs BY NOTICE and DEEMED ACCEPTANCE.
- b) **Canceling Purchase Orders:** RESELLER may, at no expense to itself, cancel part or all of a Purchase Order up to 7 Business Days before the Delivery Date.

3. Delivery of Products

- a) **Delivery:** ISPWN/WLS shall, at no expense to RESELLER, deliver each order of Products to RESELLER

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on the Delivery Date and to the location specified in the applicable Purchase Order, using any delivery method the parties agree to in writing.

- b) **Risk of Loss Shifts on Delivery:** ISPWN/WLS will remain liable for any damages, losses, or defects to the Products until the Products are delivered to RESELLER, after which RESELLER will be solely liable.

4. Product Materials

- a) **Marketing and Informational Materials:** ISPWN/WLS shall provide RESELLER with the marketing, promotional, and other information in English about the Products that ISPWN/WLS typically provides to other distributors of its Products.
- b) **Regulatory Documentation:** On RESELLER's reasonable request, ISPWN/WLS shall supply RESELLER with all documentation RESELLER requires to comply with the regulatory requirements of all Governmental Authorities in the Territory.

5. Acceptance and Rejection of Product Deliveries

- a) **Inspection Period:** RESELLER will have 7 Business Days after ISPWN/WLS delivers an order of Products to inspect and test the Products for defects and to ensure the order meets the specifications of the applicable Purchase Order (the "Inspection Period").
- b) **Acceptance:** If in RESELLER's opinion the Products satisfy the specifications of the applicable Purchase Order, RESELLER shall accept the Products and notify ISPWN/WLS that it is accepting them.
- c) **Deemed Acceptance:** RESELLER will be deemed to have accepted Products if
- i. RESELLER fails to notify ISPWN/WLS on or before the expiration of the Inspection Period, or if during the Inspection Period, RESELLER sells or attempts to sell, runs, or otherwise uses the Products beyond what is necessary for inspection and testing, and in a way a reasonable Person would consider consistent with RESELLER having accepting the delivery from ISPWN/WLS.
- d) **Rejection and Cure:** If in RESELLER's opinion, a delivery of Products fails to meet the specifications of the applicable Purchase Order, RESELLER shall deliver to ISPWN/WLS a written list detailing each failure, and ISPWN/WLS shall promptly deliver to RESELLER any Products necessary to remedy each failure, at no expense to RESELLER.
- e) **Changes to Products:** ISPWN/WLS may discontinue or modify the Products, modify the Product specifications, or replace the Products with similar ISPWN/WLS or third party products, except that ISPWN/WLS may not discontinue, modify, or replace Products that are subject to an accepted and outstanding Purchase Order, unless required by Law.

6. Price

- a) **Price for ISPWN/WLS:** RESELLER shall pay ISPWN/WLS's list price for each Product, as listed in the attached to this agreement, less RESELLER's Discount. Price for ISPWN/WLS's list price of each unit of each Product at the time RESELLER places its order.
- b) **Resale Prices:** RESELLER may determine its own retail prices, taking into account suggested retail prices provided by ISPWN/WLS.
- c) **Changes to prices:**
- i. **Notice of Upcoming Changes:** If ISPWN/WLS changes its list prices, ISPWN/WLS shall give 1 Day's notice before implementing those changes.
 - ii. **No Effect on Outstanding Purchase Orders:** Changes to ISPWN/WLS's list prices will not affect any Purchase Orders already submitted.
- d) **Changes to Discount:** Neither party may change the Discount without the other party's written consent.
- e) **Most Favored Customer:** If ISPWN/WLS sells Products to any third party at a price lower than what it charges RESELLER for those Products, ISPWN/WLS shall pay RESELLER the difference between what it charged RESELLER and the price it charged the third party.
- f) **Invoice Delivery:** ISPWN/WLS shall invoice RESELLER for each delivery of Products within 7 Business Days after RESELLER accepts the delivery.
- g) **Invoice Procedure and Requirements:** ISPWN/WLS shall make each invoice to RESELLER in writing, including an invoice date and number, the total amount due, and the calculation of the total amount, and send each invoice to the recipient RESELLER directly.

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- h) **Payment:** RESELLER shall pay each invoice is due on receipt.

7. Term

- a) **Initial Term:** The initial term of this agreement will begin on RESELLER and continue for 24 months initially, unless terminated earlier in agreement between each party.
- b) **Automatic Renewal:** Subject to paragraph, at the end of each Term this agreement will automatically renew for a renewal term of 12 months, unless terminated earlier in agreement between each party.
- c) **Election Not to Renew:** Either party may elect not to renew this agreement, by providing notice to the other party at least 60 Business Days before the end of the Term.
- d) **Term Definition:** "Term" means either the Initial Term or the then-current Renewal Term.

8. Mutual Representations

- a) **Existence:** The parties are corporations incorporated and existing under the Laws of the jurisdictions of their respective incorporation.
- b) **Authority and Capacity:** The parties have the authority and capacity to enter into this agreement.
- c) **Execution and Delivery:** The parties have duly executed and delivered this agreement.
- d) **Enforceability.** This agreement constitutes a legal, valid, and binding obligation, enforceable against the parties according to its terms.
- e) **No Conflicts:** Neither party is under any restriction or obligation that the party could reasonably expect might affect the party's performance of its obligations under this agreement.
- f) **No Breach:** Neither party's execution, delivery, or performance of its obligations under this agreement will breach or result in a default under its articles, bylaws, or any unanimous shareholders agreement, any Law to which it is subject, any judgment, Order, or decree of any Governmental Authority to which it is subject, or any agreement to which it is a party or by which it is bound.
- g) **Permits, Consents, and Other Authorizations:** Each party holds all Permits and other authorizations necessary to own, lease, and operate its properties, and conduct its business as it is now carried on.
- h) **No Disputes or Proceedings:** Except as disclosed in the parties respective Disclosure Schedules there are no Legal Proceedings pending, threatened, or foreseeable against either party, which would affect that party's ability to complete its obligations under this agreement.
- i) **No Bankruptcy:** Neither party has taken or authorized any proceedings related to that party's bankruptcy, insolvency, liquidation, dissolution, or winding up.

9. ISPWN/WLS's Representations

- a) **Disclosure Schedule:** ISPWN/WLS's Disclosure Schedule lists any exceptions to its representations.
- b) **Ownership:** [Except as listed in ISPWN/WLS's Disclosure Schedule] ISPWN/WLS is the sole owner of the Products, free of any claims by a third party or any Encumbrance.
- c) **Legal Right:** ISPWN/WLS has the right to transfer the Products.
- d) **No Infringement:** ISPWN/WLS's sale of the Products does not infringe on or constitute a misappropriation of the Intellectual Property or other rights of any third party.

10. Limited Warranties

- a) **ISPWN/WLS Products:** All ISPWN/WLS Products are covered by ISPWN/WLS's limited warranty statements that are provided with the products or otherwise made available.
 - i. **Third Party Products:** Non-ISPWN/WLS-branded products receive warranty coverage as provided by the relevant third party supplier.
 - ii. **Software Warranty:** ISPWN/WLS hereby warrants that for the Warranty Period, that when operated according to the documentation and other instructions ISPWN/WLS provides, software will perform substantially according to the functional specifications listed in the documentation.
 - iii. **No Other Obligation:** ISPWN/WLS's obligation to repair or replace defects under this section will be RESELLER 's sole remedy for defects.



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11. No Other Warranties

- a) **"As-Is":** Unless otherwise listed in this agreement, Products are provided "as is," with all faults, defects, bugs, and errors.
- b) **No Warranty:** Unless otherwise listed in this agreement,
 - i. ISPWN/WLS does not make any warranty regarding the Products, which includes that
 - ii. ISPWN/WLS disclaims to the fullest extent authorized by Law any and all other warranties, whether express or implied, including any implied warranties of title, non-infringement, quiet enjoyment, integration, merchantability or fitness for a particular purpose.
- c) **Intellectual Property:** Except for rights expressly granted under this agreement, nothing in this agreement will function to transfer any of either party's Intellectual Property rights to the other party, and each party will retain exclusive interest in and ownership of its Intellectual Property developed before this agreement or developed outside the scope of this agreement.

12. Reseller Responsibilities

- a) **Marketing:** RESELLER shall use reasonable efforts to market, advertise, and otherwise promote and sell the ISPWN/WLS products in the Territory.
- b) **Employee Training:** RESELLER shall ensure that any of its employees who are responsible for the marketing, sales, and technical support services for ISPWN/WLS to have proper skill, training, and background to enable them to provide these services in a competent and professional manner, including ensuring relevant employees complete any training programs ISPWN/WLS requires.
- c) **Repair and Evaluation Materials:** RESELLER shall maintain adequate spare units, spare parts, and evaluation units necessary to provide marketing, sales, and technical support services to customers.
- d) **Cooperation:** RESELLER shall work closely with ISPWN/WLS and use reasonable efforts to meet the mutually agreed-upon sales goals.
- e) **Markings and Notices:** RESELLER will not remove or alter any trademarks, ISPWN/WLS identification, notices of any proprietary or copyright restrictions, or other markings or notices that appear on the products or their packaging.
- f) **No Reverse Engineering:** RESELLER will not create or attempt to, or aid or permits others to, create by reverse engineering, disassembly, decompilation, reverse engineering or otherwise, the internal structure, the source code, hardware design, or organization of ISPWN/WLS, unless expressly permitted by Law, copy, modify, translate, or create derivative works of software included in any ISPWN/WLS product(s), unless ISPWN/WLS consents in writing, or separate ISPWN/WLS product(s) into component parts for distribution or transfer to a third party.
- g) **Internal Use:** RESELLER will not use Products for its internal use, unless ISPWN/WLS consents in writing.
- h) **End User Information:** On ISPWN/WLS's request, and to the extent permitted by Law, RESELLER shall provide ISPWN/WLS with end user contact information.

13. License Grants

- a) **Software License Grant:** ISPWN/WLS hereby grants RESELLER a non-transferable, non-exclusive, non-sublicensable, and royalty-free license to use and distribute any software incorporated in ISPWN/WLS solely for use by customers in and in connection with their use of ISPWN/WLS.
- b) **Documentation License Grant:** ISPWN/WLS hereby grants to RESELLER a non-transferable, non-exclusive, non-sublicensable, and royalty-free license to reproduce or transmit documentation ISPWN/WLS provides RESELLER for marketing, selling, and distributing the products (provided such documentation is not modified and ANDA's proprietary notices are not removed), reproduce and transmit any user manuals and other documentation ISPWN/WLS creates for customers in connection with ISPWN/WLS.
- c) **ISPWN/WLS Trademark License Grant:** ISPWN/WLS hereby grants to RESELLER a non-transferable, non-exclusive, non-sublicensable, and royalty-free license to use ISPWN/WLS/ISPWN/WLS name, trademarks, logos, and other identifying information on marketing literature, advertising, promotions, customer information, and programs ___ creates in connection with the products, subject to ISPWN/WLS's written approval in each instance.

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- d) **Trademark Use:** RESELLER shall comply with all of ISPWN/WLS's policies regarding the use and display of ISPWN/WLS/ISPWN/WLS name, trademarks, logos, and other identifying information that ISPWN/WLS provides to ___ in writing.

14. Compliance with Laws.

Each party shall comply with all applicable Laws, and notify the other party if it becomes aware of any non-compliance in connection with this section.

15. Confidentiality Obligations.

The parties shall continue to be bound by the terms of the non-disclosure agreement between the parties.

16. Publicity

- a) **Consent:** Neither party will use the other party's name, logo, or trademarks, or issue any press release or public announcement regarding this agreement, without the other party's written consent, unless specifically permitted under this agreement or required by Law.
- b) **Cooperation:** The parties shall cooperate to draft all appropriate press releases and other public announcements relating to the subject matter of this agreement and the relationship between the parties.
- c) **No Unreasonable Delay:** The parties will not unreasonably withhold or delay their consent to press releases or public announcements.

17. Termination

- a) **Termination on Notice:** Either party may terminate this agreement for any reason on 30 Business Days notice to the other party.
- b) **Termination for Material Breach:** Each party may terminate this agreement with immediate effect by delivering notice of the termination to the other party, if the other party fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations, and the failure, inaccuracy, or breach continues for a period of 7 Business Days after the injured party delivers notice to the breaching party reasonably detailing the breach.
- c) **Termination for Insolvency:** If either party becomes insolvent, bankrupt, or enters receivership, dissolution, or liquidation, the other party may terminate this agreement with immediate effect.
- d) **Effect of Termination:**
- Termination of Obligations:** Subject to paragraph, on termination or expiration of this agreement, each party's rights and obligations under this agreement will cease immediately.
 - Payment Obligations:** Even after termination or expiration of this agreement, each party shall pay any amounts it owes to the other party, including payment obligations for services already rendered, work already performed, goods already delivered, or expenses already incurred, and refund any payments received but not yet earned, including payments for services not rendered, work not performed, or goods not delivered, expenses forwarded.
 - No Further Liability:** On termination or expiration of this agreement, neither party will be liable to the other party, except for liability that arose before the termination or expiration of this agreement, or arising after the termination or expiration of this agreement.

18. Indemnification

- a) **Indemnification by RESELLER:** RESELLER (as an indemnifying party) shall indemnify ISPWN/WLS (as an indemnified party) against all losses and expenses arising out of any proceeding brought by either a third party or ISPWN/WLS, and arising out of RESELLER's breach of its obligations, representations, warranties, or covenants under this agreement.
- b) **Indemnification by ISPWN/WLS:** ISPWN/WLS (as an indemnifying party) shall indemnify RESELLER (as an indemnified party) against all losses and expenses arising out of any proceeding brought by a third party, and arising out of a claim that RESELLER 's sale of Products infringes the third party's Intellectual Property rights.



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(d) any arbitrator, court or tribunal of competent jurisdiction.

"Initial Term" is defined in section TERM.

"Intellectual Property" means any and all of the following in any jurisdiction throughout the world

(a) trademarks and service marks, including all applications and registrations, and the goodwill connected with the use of and symbolized by the foregoing,

(b) copyrights, including all applications and registrations related to the foregoing,

(c) trade secrets and confidential know-how,

(d) patents and patent applications,

(e) websites and internet domain name registrations, and

(f) other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present, and future infringement, and any other rights relating to any of the foregoing).

"Inspection Period" is defined in section ACCEPTANCE AND REJECTION OF PRODUCT DELIVERIES.

"Law" means

(a) any law (including the common law), statute, bylaw, rule, regulation, order, ordinance, treaty, decree, judgment, and

(b) any official directive, protocol, code, guideline, notice, approval, order, policy, or other requirement of any Governmental Authority having the force of law.

"Legal Proceeding" means any claim, investigation, hearing, legal action, or other legal, administrative, arbitral, or similar proceeding, whether civil or criminal (including any appeal or review of any of the foregoing).

"Permits" means all material licenses, franchises, permits, certificates, approvals, and authorizations, from Governmental Authorities necessary for the ownership and operation of the party's business.

"Person" includes

(a) any corporation, company, limited liability company, partnership, Governmental Authority, joint venture, fund, trust, association, syndicate, organization, or other entity or group of persons, whether incorporated or not, and

(b) any individual.

"Products" means the goods and services listed in ATTACHMENT, attached to this agreement.

"Purchase Order" is defined in section ORDERS.

"Renewal Term" is defined in section TERM.

"Taxes" includes all taxes, assessments, charges, duties, fees, levies, and other charges of a Governmental Authority, including income, franchise, capital stock, real property, personal property, tangible, withholding, employment, payroll, social security, social contribution, unemployment compensation, disability, transfer, sales, use, excise, gross receipts, value-added and all other taxes of any kind for which a party may have any liability imposed by any Governmental Authority, whether disputed or not, any related charges, interest or penalties imposed by any Governmental Authority, and any liability for any other person as a transferee or successor by Law, contract or otherwise.

"Territory" means CLEARLY DESCRIBE THE GEOGRAPHIC SCOPE PARTY B IS AUTHORIZED TO SELL IN.

20. General Provisions

- a) **Entire Agreement:** The parties intend that this agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this agreement and refer to this agreement, represent the final expression of the parties' intent relating to the subject matter of this agreement, contain all the terms the parties agreed to relating to the subject matter, and replace all of the parties' previous discussions, understandings, and agreements relating to the subject matter of this agreement.
- b) **Counterparts:**
- Signed in Counterparts:** This agreement may be signed in any number of counterparts.
 - All Counterparts Original:** Each counterpart is an original.
 - Counterparts Form One Document:** Together, all counterparts form one single document.
- c) **Severability:** If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.
- d) **Amendment:** This agreement can be amended only by a writing signed by both parties.
- e) **Assignment:** Neither party may assign this agreement or any of their rights or obligations under this agreement without the other party's written consent.
- f) **Notices:**
- Method of Notice:** The parties shall give all notices and communications between the parties in writing by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid, (iv) fax, or (v) electronic mail to the party's address specified in this agreement, or to the address that a party has notified to be that party's address for the

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- purposes of this section.
- ii. **Receipt of Notice:** A notice given under this agreement will be effective on the other party's receipt of it, or if mailed, the earlier of the other party's receipt of it and the 5th business day after mailing it.
- g) **Dispute Resolution:**
- i. **Arbitration:** Any dispute or controversy arising out of this agreement and will be settled by arbitration in Oregon, according to the rules of the American Arbitration Association then in effect, and by arbitrators.
 - ii. **Judgment:** Judgment may be entered on the arbitrator's award in any court having jurisdiction.
 - iii. **Arbitrator's Authority:** The arbitrator will not have the power to award any punitive or consequential damages.
- h) **Governing Law:** This agreement shall be governed, construed, and enforced in accordance with the laws of the State of Oregon, without regard to its conflict of laws rules.
- i) **Waiver:**
- i. **Affirmative Waivers:** Neither party's failure or neglect to enforce any rights under this agreement will be deemed to be a waiver of that party's rights.
 - ii. **Written Waivers:** A waiver or extension is only effective if it is in writing and signed by the party granting it.
 - iii. **No General Waivers:** A party's failure or neglect to enforce any of its rights under this agreement will not be deemed to be a waiver of that or any other of its rights.
 - iv. **No Course of Dealing:** No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.
- j) **Force Majeure:** Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.

21. Interpretation

- a) **References to Specific Terms:**
- i. **Accounting Principles:** Unless otherwise specified, where the character or amount of any asset or liability, item of revenue, or expense is required to be determined, or any consolidation or other accounting computation is required to be made, that determination or calculation will be made in accordance with the generally accepted accounting principles defined by the professional accounting industry in effect in the United States ("GAAP").
 - ii. **Currency:** Unless otherwise specified, all dollar amounts expressed in this agreement refer to American currency.
 - iii. **"Including":** Where this agreement uses the word "including," it means "including without limitation," and where it uses the word "includes," it means "includes without limitation."
 - iv. **"Knowledge":** Where any representation, warranty, or other statement in this agreement, or in any other document entered into or delivered under this agreement, is expressed by a party to be "to its knowledge," or is otherwise expressed to be limited in scope to facts or matters known to the party or of which the party is aware, it means: the then-current, actual knowledge of the directors and officers of that party, and the knowledge that would or should have come to the attention of any of them had they investigated the facts related to that statement and made reasonable inquiries of other individuals reasonably likely to have knowledge of facts related to that statement.
 - v. **Statutes, etc:** Unless specified otherwise, any reference in this agreement to a statute includes the rules, regulations, and policies made under that statute and any provision that amends, supplements, supersedes, or replaces that statute or those rules or policies.
- b) **Number and Gender:** Unless the context requires otherwise, words importing the singular number include the plural and vice versa; words importing gender include all genders.
- c) **Headings:** The headings used in this agreement and its division into sections, schedules, exhibits, appendices, and other subdivisions do not affect its interpretation.
- d) **Internal References.** References in this agreement to sections and other subdivisions are to those parts of this agreement.
- e) **Calculation of Time:** In this agreement, a period of days begins on the first day after the event that began the period and ends at 5:00 p.m. PST on the last day of the period. If any period of time is to expire, or any action or event is to occur, on a day that is not a Business Day, the period expires, or the action or event is considered to occur, at 5:00 p.m. PST on the next Business Day.

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Addendum 7 – Global SIM/Cloud SIM Services/e-SIM Services (Outside US)

This addendum (“the Addendum”) is made as of _____ by and between _____ (The Reseller”), Located at _____ and HAYAI LIMITED, a New Zealand limited liability Company (the “Company”) and is explicitly and jurisdictionally separate from the MSA and addendums 1-5 above.

Equipment:

All equipment used for the wireless service must be approved for use on network operators on which Hayai/WLS services operate and must conform to local telecommunications and wireless transmission standards.

Activations:

Standard activations and ports are processed on-the-fly by Hayai/WLS, and actioned by the carriers during local business hours only. 24x7 activation capabilities can be enabled with an appropriate deposit (irrespective of the method of payment chosen by the reseller).

Suspend Status:

Reseller has the ability to suspend an active account for two (2) consecutive months after the initial 180 Day period for any reason. Any additional months Reseller will be charged the monthly rate plus a Re-Activation fee of \$25 per line billable immediately.

Abuse and overage of Service:

The reseller is held liable for any overages if the reseller or its clients make any changes to manipulate the service by changing any setting on any wireless devices offered by the provider.

Any abuse of service caused by tampering of programming of any device that causes overage to the will result in a penalty from the operator in addition to any overages occurred due to tampering.

Reseller agrees that it shall be solely responsible (at its sole cost and expense) for obtaining and maintaining all applicable permits and licenses (including any intellectual property licenses, collection and use of user data & payment information, privacy, security, KYC, business laws including licensing, permitting, registration & certification, international financial transmission and disclosure) required of it in connection with its obligations hereunder and required for Hayai/WLS delivery of the services hereunder.

Reseller further agrees that its shall at all times during the term (and any renewals) be in compliance with in all respects with all applicable local or other laws and regulations (including those laws and regulations relating to international jurisdictions, including without limitation European data protection law or other applicable data protection and privacy laws) applicable to Reseller with respect to this Addendum and with respect to Reseller's provision of products and services it its end user customers.

Reseller must not knowingly offer services to persons or businesses in countries embargoed or otherwise prohibited by the government or New Zealand and/or by the jurisdiction of Resellers primary business location.

Reseller is responsible for collecting all local payments from their end-users and payment of local applicable taxes & fees, including any financial transmission and/or currency conversion fees.

Availability of services in any given country is subject to change with 30 days notice, plans subject to change with a minimum of 7 days notice.

- Single price for global service, balance deducted according to cost of connectivity for each network.
- Top-ups available on some plans for users that want to buy more data in a month (prices will be in accordance to the monthly price of the service bundle).



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Addendum 8 - Wholesale Satellite Reseller agreement

Reseller Agreement

This Reseller Agreement (“Agreement”), effective on the date printed beneath the signature of the authorized representative of ISP Wholesale Networks, (“ISPWN”) below (“Effective Date”), is entered into by and between ISPWN, located at 333 Mamaroneck Ave, #272, White Plains NY 10605, and the party identified on the final page of this addendum.

Terms and Conditions of Reseller Agreement

Section 1. Definitions.

“**Change of Control**” means the: (i) sale, issuance or transfer by Reseller or any of its equity holders in one or a series of related transactions of Reseller’s voting securities controlling 50% or more of the voting power of Reseller; (ii) the sale (in one transaction or in a series of related transactions) of all or substantially all of the Reseller’s assets or business; (iii) any merger, consolidation, business combination or other similar transaction (or series of transactions) in which the holders of Reseller’s voting equity securities prior to the transaction(s) do not control fifty percent (50%) or more of the voting power of the resulting entity.

“**CPE**” means the hardware (one modem and one Ka-Band outdoor unit (mount, dish, electronics)) and software purchased from ISPWN sufficient to enable a Resale User to receive Viasat Services, but excluding wiring and Ethernet or USB network interface hardware in the Resale User’s computer.

“**Customer Portal**” means a customer support portal that ISPWN may make available to Resale Users in ISPWN’s sole discretion, in which Resale Users may view their data usage or purchase additional data with respect to the Viasat Services.

“**Early Bird Free Zone**” or “**EBFZ**” is defined in the Plans Rate Sheet.

“**Governmental Authorities**” means all international, foreign, United States, state and local governmental authorities, regulatory bodies and courts having jurisdiction over either of the Parties and/or the terms of this Agreement.

“**Help Desk**” is defined in Section 5.1.

“**Initial Term**” is defined in Section 2.

“**Installation**” means installation of CPE and specified wiring at a Resale User’s premises in accordance with Viasat’s installation specifications and requirements, and activation of Viasat Services for the Resale User.

“**Laws**” means all applicable laws, rules, regulations, statutes, orders and ordinances of all Governmental Authorities.

“**Late Night Free Zone**” or “**LNFZ**” is defined in the Plans Rate Sheet.

“**Losses**” means any and all losses, costs, expenses, liabilities, and damages reasonably incurred resulting from, or relating to, any claim, demand, settlement, litigation or final judgment, and all related reasonable and documented costs and expenses, including without limitation, reasonable and documented attorneys’ fees, fines, interest, and penalties.

“**Notice Date**” is defined in Section 13.3.

“**Order**” means an order for a potential Resale User to purchase a Plan or purchase or lease CPE, which order was solicited in compliance with the terms of this Agreement.

“**Party**” means each of ISPWN and Reseller individually.

“**Parties**” means, collectively, ISPWN and Reseller.

“**PCI Data**” means data, including, without limitation: (i) credit card primary account number, and (ii) cardholder name, card service code, or card expiration date when combined with the primary account number.

“**Personally-Identifiable Information**” means: (i) a Resale User’s name, address, email address, social security number, driver’s license number, state identification number, financial account number or bank routing number when combined with financial account number; (ii) the Plan subscribed for by, and user name and password of, a Resale User; (iii) a Resale User’s utilization and trending data; or (iv) all information stored by Reseller for Resale Users and any other information relating to Resale Users. Personally-Identifiable Information shall not include information that a Resale User places or otherwise makes known (e.g., via a hyperlink) on a website or webpage generally available to the public.

“**Plan(s)**” means the then-current service plan(s), including associated pricing, for Viasat Services.

“**Plans and Pricing Rate Sheet**” means the rate sheet setting forth the then-current service Plans and the pricing for such plans provided in writing by ISPWN to Reseller and incorporated herein by reference.

“**Qualified Resale Users**” means any potential Resale User meeting the following criteria:



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- i. the Installation address is in the U.S. and can be serviced by Viasat, as determined by a Serviceability Check;
- ii. the potential subscriber has not been a Viasat Subscriber (excluding a WildBlue Subscriber) in the past 90 days;
- iii. the potential subscriber (other than potential subscribers of the Viasat Business service) is not intending to use the Viasat Services for business purposes other than in a home office in the potential subscriber's residence;
- iv. the potential subscriber is not intending (to Reseller's knowledge after reasonable inquiry) to install CPE in a multi-family dwelling unit (apartments, condominiums, etc.), unless each individual dwelling unit will be charged a single fee and have an individual CPE in the same manner as single family dwellings are charged; and
- v. a potential subscriber of the Exede Business service does not intend to use the Exede Business service for autonomous or automated machine-to-machine communication, wireless backhaul services, or uploading streaming content (including music and video content) for resale.

"Rate Sheet(s)" mean the Plans and Pricing Rate Sheet.

"Renewal Term" is defined in Section 2.

"Resale Rates" means the applicable wholesale rates, as set forth in the applicable Plans and Pricing Rate Sheet.

"Resale User" means a person or entity provisioned to receive Viasat Services from Reseller (as documented in Reseller's systems).

"Resale User Agreement" is defined in Section 7.

"Reseller" is defined in the introductory paragraph of the cover sheet to this Agreement.

"Serviceability Check" means a computer check through Viasat's system of a Qualified Resale User's address, which check determines whether the Installation address is capable of being serviced by Viasat and what Plans are available to the Qualified Resale User.

"Service Call" means a service trip to a Resale User's premises following the completion of the Installation.

"Specifications" means Viasat's Installation and Service Call standards as updated from time to time and made available by ISPWN to Reseller.

"Term" means, collectively, the Initial Term and all Renewal Terms (if any).

"Viasat" means Viasat, Inc.

"Value-Added Services" means a service (including, without limitation, the provision of hardware) that is: (i) reasonably related to the provisioning of Viasat Services, or that utilizes any of the Viasat Services, and (ii) provided by Reseller or its subcontractors.

"Viasat-Certified Installer" means an installer who Viasat certifies to perform an Installation and whose certification has not expired.

"Viasat Services" means internet access via satellite and any other related services offered by or through ISPWN that Reseller is authorized to resell under this Agreement, as set forth in the Rate Sheets.

"Viasat Subscriber" means a person or entity that: (i) receives Viasat Services directly or indirectly from Viasat; and (ii) is not a Resale User.

"WildBlue Subscriber" means a Viasat Subscriber who receives WildBlue high-speed satellite internet services directly or indirectly from Viasat.

Section 2. Term.

The initial term of this Agreement begins on the Effective Date and expires one year later, unless terminated sooner as provided under this Agreement ("Initial Term"). This Agreement shall automatically renew after the Initial Term on a month-to-month basis (each month, a "Renewal Term") unless either Party provides written notice to the other Party of its intent not to renew this Agreement at least 30 days prior to the end of the Initial Term or the then-current Renewal Term.

Section 3. Appointment.

3.1 Authorized Reseller. ISPWN hereby authorizes Reseller, on a non-exclusive basis and subject to the terms and conditions of this Agreement, to market, promote, and resell Viasat Services and CPE to prospective Resale Users in the service coverage area(s) designated by Viasat from time to time in Viasat's sole discretion. Notwithstanding anything set forth herein to the contrary, Reseller at all times shall be the responsible party on each of Reseller's Resale User accounts. The immediately preceding sentence shall survive expiration or termination of this Agreement. During the Term, Reseller shall have the right to hold itself out to the public as an "Authorized Reseller" for ISPWN only at those locations specified by Reseller that Reseller has provided to ISPWN in accordance with Section 3.3 below, and only for so long as Reseller is fulfilling all of its obligations as set forth in this Agreement.

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3.2 Reservation of Rights. Nothing in this Agreement shall be deemed or construed to: (i) restrict in any manner the right or ability of ISPWN or Viasat to provide Viasat Services and CPE itself or indirectly through other parties; (ii) confer any exclusive rights whatsoever upon Reseller (including, without limitation, any exclusive right to a specific territory or any other exclusive right with respect to Viasat Services or CPE); or (iii) guarantee any revenue whatsoever to Reseller. Reseller acknowledges and agrees that it may not realize any business or revenue as a result of this Agreement.

3.3 Business and Online Locations. On the Effective Date of this Agreement, Reseller shall provide ISPWN with a list that Reseller shall update as needed (i.e., within five (5) business days following any change to the list previously provided to ISPWN by Reseller), or as requested by ISPWN from time to time, of: (i) the addresses of all physical locations from which Reseller markets, promotes, and/or solicits sales of Viasat Services or CPE, and (ii) all websites and other internet resources (if any) used by Reseller to market, promote, and/or solicit sales of Viasat Services or CPE.

Section 4. Reseller Obligations.

Training. Reseller shall maintain a sufficient number of capable Reseller sales personnel with the training necessary to market, promote, and solicit sales for Viasat Services and CPE in a knowledgeable and professional manner, as reasonably determined from time to time by Viasat. If offered by ISPWN, Reseller shall personally participate in, and successfully complete, one or more sales training sessions.

4.1 Marketing and Sales Activities. All marketing and sales activities in which Reseller directly or indirectly engages in connection with this Agreement shall be at Reseller's cost. Reseller is not permitted to use any Viasat trademarks or service marks (except to the extent that such trademarks or service marks appear on Viasat policies that are applicable to Resale Users, including without limitation Viasat's Data Allowance Policies, Bandwidth Usage Policies, Unlimited Data Policies, Acceptable Use Policies and Network Management Policies). Notwithstanding the foregoing, Reseller shall not remove or modify any labels affixed to the CPE without ISPWN's express prior written consent, which ISPWN may withhold in its sole discretion. Reseller may remove or cover the "Exede" mark on the dish component of the CPE if no Viasat trademark or service mark, or colorable variation thereof, appears on the dish.

4.2 Resale Commitment. Throughout the Term, Reseller shall use commercially reasonable efforts to re-sell Viasat Services and CPE. Reseller shall use its best commercial efforts to promote and enhance ISPWN's reputation and goodwill. In addition to and without limitation of the foregoing, Reseller shall not induce or solicit any Viasat Subscriber (excluding a WildBlue Subscriber) to become a Resale User. Reseller shall allow only its employees (and not independent contractors, sub-agents, or other persons) to solicit Orders unless Reseller obtains ISPWN's prior written consent (including, without limitation, via e-mail) to use other persons or entities, which consent may be withheld in ISPWN's sole discretion. Reseller shall order all CPE from ISPWN.

4.3 CPE. Reseller shall arrange for Installation with respect to each Order placed. Reseller shall be fully responsible for: (i) arranging and scheduling each Installation with the applicable Resale User; and (ii) ensuring that each Installation and Service Call is performed by a Viasat-Certified Installer in accordance with the Specifications. If Reseller utilizes a Viasat-Certified Installer who is a third-party contractor (instead of one of Reseller's employees or Reseller itself), Reseller shall have a written agreement in full force and effect with the Viasat-Certified Installer under which the Viasat-Certified Installer is obligated to comply with the Specifications and all other applicable requirements. Reseller shall be fully responsible for any and all services performed by a Viasat-Certified Installer, and for any and all liability arising out of, or in connection with, the performance of such services. Upon request by ISPWN from time to time, Reseller shall provide ISPWN with a complete written list of all Viasat-Certified Installers that Reseller uses for Installations and Service Calls.

4.4 Value-Added Services. Prior to offering any Value-Added Services to Resale Users or prospective Resale Users, Reseller shall notify ISPWN in writing (including, without limitation, via e-mail) of the nature of the Value-Added Services that Reseller proposes to offer. By way of example (and not limitation), a security alarm service that uses Viasat Services in order to function would be a Value-Added Service, but a standalone security alarm service that does not use Viasat Services to function, but uses a third-party telephone carrier's telephone services to function, would not be a Value-Added Service. Reseller is not required to provide ISPWN with pricing of Value-Added Services offered by Reseller. ISPWN retains the right to, at any time and from time to time, disallow the provisioning of any Value-Added Services in connection with the sale of Viasat Services if ISPWN reasonably believes that the Value-Added Services

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violate any law, are unethical, or create any liability for ISPWN or any ISPWN affiliate. Under no circumstances shall Reseller use the “Exede” or “Viasat” name, or any other trademark or service mark of Viasat, to identify any Value-Added Services. Reseller shall clearly disclose in writing to all Resale Users and Qualified Resale Users that: (i) the Value-Added Services are offered by Reseller separate and apart from Viasat Services, and (ii) the Value-Added Services are not Viasat Services.

4.5 Service Obligations.

i. In addition to (and without limitation of) its other obligations hereunder, Reseller shall be responsible, at its own cost and expense, for all aspects of installing, billing, collecting and remitting taxes (as further described in Section 6.2(iii) below), and providing technical and customer support to Resale Users. Failure to adhere to the obligations set forth in this Section 4.6(i) shall constitute a material breach of this Agreement.

ii. Within 12 hours of Reseller’s receipt thereof from ISPWN, Reseller shall provide, or make available, to Reseller’s Resale Users, data usage notifications issued by Viasat pursuant to Viasat’s Data Allowance Policy, Bandwidth Usage Policy or any other Viasat policy or practice. The obligation set forth in the immediately preceding sentence shall not apply to data usage notifications if Reseller is providing Value-Added Services that will prevent the affected Resale User from experiencing slowed internet speeds due to exceeding a data allowance.

iii. Prior to commencing performance under this Agreement, Reseller shall provide ISPWN with a resale certificate for each state in which Reseller will have Resale Users.

4.6 Reseller Conduct. Reseller shall: (i) conduct its business in a manner that reflects favorably at all times on the Viasat Services and the good name, goodwill, and reputation of Viasat and ISPWN; (ii) refrain from deceptive, misleading, or unethical practices that are, or might be, detrimental to Viasat or ISPWN; (iii) make no representations, warranties, or guarantees as to the Viasat Services or CPE that are inconsistent with the written sales and other materials distributed by Viasat for use by Reseller in the performance of Reseller’s obligations under this Agreement; and (iv) comply with all Laws.

4.7 Policies and Insurance Requirements. Reseller shall comply with: (i) all Viasat and ISPWN policies issued by Viasat or ISPWN from time to time and posted on the Viasat reseller portal or otherwise communicated to Reseller by ISPWN, and (ii) all ISPWN insurance requirements set forth in Schedule B to this Agreement. Reseller’s breach of any of the policies or failure to comply with ISPWN’s insurance requirements shall constitute a material breach of this Agreement by Reseller.

Section 5. ISPWN Policies and Support Services to Reseller.

5.1 Either ISPWN or ISPWN’s designee(s), as determined by ISPWN from time to time in its sole discretion, shall operate a customer care management help desk (“Help Desk”). Unless Reseller is otherwise notified by ISPWN, the Help Desk shall operate, at a minimum, from Monday through Friday, from 7:00 a.m. to 7:00 p.m. (Central Standard Time), and shall be staffed by service representatives who have knowledge of the network and Viasat Services. The Help Desk shall assist Reseller’s supervisory support personnel (but not Resale Users directly) to resolve escalated support issues. Reseller’s supervisory customer support personnel may contact the Help Desk or generate a “trouble ticket” only after exhausting all reasonable resources available to Reseller, consistent with the guidelines provided to Reseller from time to time by ISPWN. Reseller shall provide Resale Users with accurate contact information for Reseller’s customer support, and shall direct Resale Users to exclusively use such customer support contact information for support. In addition to (and without limitation of) the foregoing, Reseller shall use commercially reasonable efforts to prevent Resale Users from attempting to contact the Help Desk directly. Reseller agrees that ISPWN (or its designee) may (but shall not be obligated to) direct all calls and other inquiries received by ISPWN from Resale Users to Reseller’s customer support telephone number and/or website. If ISPWN provides Reseller with evidence reflecting that the Help Desk (or any other ISPWN controlled call center or online help line (e.g., live chat service)) is receiving an unreasonable number of calls or contacts from Resale Users, the Parties shall negotiate in good faith reasonable compensation for ISPWN in connection with answering and re-routing such calls and contacts. Reseller acknowledges and agrees that ISPWN shall have no obligation to accept or otherwise handle any calls or other inquiries from Resale Users and shall have no liability to Reseller whatsoever with respect to any such calls or other inquiries.

5.2 ISPWN may, in its sole discretion, make the Customer Portal available to Reseller’s Resale Users. A reseller version of the Customer Portal and any other online tools provided by or behalf of ISPWN to Reseller, or to Resale Users through Reseller, in connection with this Agreement are provided on an “as is” basis with no guarantee or warranty

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whatsoever, whether express or implied. ISPWN hereby expressly disclaims any and all express and implied warranties with respect to the Customer Portal or any such other online tools, if any, including, without limitation, any warranty of fitness for particular purpose, merchantability, or non-infringement.

5.3 Reseller shall at all times take reasonable steps to ensure that Resale Users do not violate Viasat's Acceptable Use Policy. Such steps shall include, without limitation: (i) implementation of then-current, spam-blocking software that meets then-current prevailing industry standards, and (ii) compliance with all Laws applicable to Reseller, including, without limitation, Laws regarding spamming and similar activities. In addition to (and without limitation of) the foregoing, Reseller shall cooperate and implement such response and reporting procedures as may be requested by ISPWN from time to time in connection with violations by Resale Users of Viasat's Acceptable Use Policy.

Section 6. Payment and Pricing.

6.1 Payments.

i. Payment Terms. ISPWN shall invoice Reseller for amounts payable hereunder on a monthly basis. Reseller will provide ISPWN ACH information, and ISPWN will automatically deduct payment the next business day after an invoice has been sent. If ACH payment is returned for any reason, ISPWN will suspend services for the customer after 5 business days and disconnect the reseller after 10 business day of non-payment. Notwithstanding anything to the contrary set forth herein, ISPWN reserves the right, in ISPWN's sole discretion and from time to time, to require pre-payment of any or all amounts payable to ISPWN by Reseller under, or in connection with, this Agreement.

6.2 Pricing.

i. General. ISPWN shall have the sole right to establish all monthly Resale Rates for Viasat Services.

ii. Amounts Payable by Reseller. Each month during the Term, Reseller shall pay to ISPWN, regardless of the amounts charged to, or collected from, Resale Users by or on behalf of Reseller, all amounts due to ISPWN for Viasat Services provided to Reseller's Resale Users during the preceding month, as calculated based on the rates set forth in the Plans and Pricing Rate Sheet. With respect to each Resale User, Reseller shall be obligated to pay all such amounts irrespective of whether Viasat Services for such Resale Users, or any of them, have been suspended by Reseller or ISPWN in accordance with this Agreement or Viasat policies. Reseller's failure to timely remit payment to ISPWN shall constitute a material breach of this Agreement.

iii. Amounts Payable by Resale User. Subject to the terms and conditions of this Agreement and the Plans Rate Sheet, Reseller shall have the right to establish: (a) all monthly service fees to be charged by Reseller to Resale Users for the Viasat Services, and (b) any additional fees or other charges (including, without limitation, any fees or charges assessed with respect to reconnection, CPE, Installation, warranty service, support, or cancellation). Reseller shall timely bill and collect from each Resale User all applicable sales and use taxes and any other applicable federal, state, and local taxes or similar fees with respect to the sublease or sale of CPE, Installation of CPE, and the provisioning of the Viasat Services. Reseller shall timely remit such taxes and fees to the proper Governmental Authorities. Reseller agrees to indemnify, defend, and hold ISPWN, its affiliates, and its and their officers, directors, employees, partners, shareholders, and agents, harmless from and against any and all Losses that arise out of, or are connected to, Reseller's failure to remit any applicable taxes and fees in full to the proper Governmental Authorities.

iv. Reserved.

v. Customer Portal. ISPWN may, in its sole discretion, make the Customer Portal (or one or more portions or pages thereof designated by ISPWN from time to time in its sole discretion) available for use by Resale Users to purchase additional data for use with the Viasat Services. Reseller acknowledges and agrees that, subject to the availability of such functionality as set forth in the immediately preceding sentence: (a) purchases made by any of Reseller's Resale Users on or through the Customer Portal, if any, shall for all purposes be considered transactions between the Resale User and Reseller subject to the terms and conditions of the agreement(s) entered into between the Resale User and Reseller, and (b) Reseller shall be responsible for all transactions, if any, effected by Reseller's Resale Users on or through the Customer Portal. Accordingly, Reseller shall indemnify, defend, and hold ISPWN, its affiliates, and its and their officers, directors, employees, partners, shareholders, and agents, harmless from and against any and all Losses

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components, and the Viasat Services (including, without limitation, any content that may be accessed through any CPE or Viasat Services). ISPWN does not represent, warrant, or guarantee that anyone's use of the CPE or Viasat Services will be uninterrupted or error-free.

Section 9. Confidentiality.

9.1 Confidential Information. Reseller agrees that it will receive, or has received, confidential information about ISPWN and its business, including, without limitation, the terms and conditions of this Agreement, service and sales methods, strategies and plans, costs and other non-public information ("Confidential Information"). Reseller agrees not to directly or indirectly disclose, divulge, reveal, report, publish, transfer or use any Confidential Information except to the extent necessary to carry out its obligations under this Agreement. Reseller shall maintain all Confidential Information in accordance with all Laws and shall be responsible for the security of any and all such information in its possession.

9.2 Property of Disclosing Party. Reseller acknowledges and agrees that all Confidential Information is, and at all times shall remain, the property of ISPWN. Any tangible form of Confidential Information, including, without limitation, documents, papers, and electronically-transmitted information, shall, at ISPWN's option in its sole discretion, be destroyed (and Reseller shall certify such destruction in writing) or returned, together with all copies, to ISPWN promptly upon expiration or termination of this Agreement.

9.3 Security Policies. Reseller shall promptly notify ISPWN in writing, but no later than one business day after discovery thereof, of any known or suspected security breaches of its system or facilities containing Confidential Information, Resale User information or any other release of or unauthorized access to Confidential Information. To the extent that Reseller caused or contributed to the unauthorized access, Reseller shall: (i) cooperate with ISPWN and law enforcement in the preparation and transmittal of any notice which ISPWN may deem appropriate or required by law, to be sent to Resale Users, or other affected third parties regarding the known or suspected security breach, and (ii) take reasonable and appropriate remedial actions with respect to the integrity of its security systems and processes. In addition to (and without limitation of) the foregoing, if Reseller caused the unauthorized access, Reseller shall pay for ISPWN's out-of-pocket expenses and Losses arising out of the unauthorized access. If Reseller contributed to, but did not cause, the unauthorized access, Reseller shall contribute on an equitable basis to ISPWN's out-of-pocket expenses and Losses arising out of the unauthorized access.

Section 10. Termination.

10.1 Termination for Cause after Notice Period. Either Party may terminate this Agreement upon fifteen (15) days' prior written notice to the other Party if such other Party materially breaches any term of this Agreement or, in the case of a breach capable of being cured, fails to cure such breach within the thirty (30)-day period after receiving written notice detailing the breach.

10.2 Termination for Cause Immediately. ISPWN may immediately terminate this Agreement upon written notice to Reseller (without opportunity to cure) if Reseller: (i) for more than twenty (20) consecutive days, fails to maintain operations as a going business or concern; (ii) falsifies any documents or forms supplied to any Resale User or ISPWN; (iii) fails to renew, or loses, due to suspension, cancellation, or revocation, for a period of twenty (20) days or more, any license or similar document or authority required by any law or necessary to operate its business or perform obligations under this Agreement; (iv) makes any misrepresentation as to ISPWN, Viasat Services, or CPE, or breaches the provisions of Sections 4.6, 4.7, 4.8, 6.2(ii) or 9 of this Agreement; or (vi) commits an incurable material breach.

10.3 Termination without Cause. During the Initial Term, either Party may terminate this Agreement without cause upon sixty (60) days' prior written notice to the other Party.

10.4 Termination without Proper Notice. If Reseller notifies ISPWN of its intent to (i) cease reselling Viasat Services; (ii) cease performing its contractual obligations under this Agreement; or (iii) terminate this Agreement, but such notice does not comply with the notice requirements of Section 13.5 (by way of example and not limitation, Reseller notifies ISPWN via a telephone call), ISPWN may, at its option, deem such notification as sufficient written notice of termination by Reseller and may terminate this Agreement on such basis.



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federal courts in Palm Beach County, Florida, and the Parties hereby consent to the jurisdiction thereof and agree that venue is proper in such courts.

13.7 Review by Counsel. Each Party acknowledges that it and its legal counsel have reviewed and participated in reaching the terms of this Agreement, and the Parties agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting Party shall not be applicable in the interpretation of this Agreement.

13.8 Waiver. Failure by either Party to exercise any right or remedy under this Agreement in any one or more instances shall not constitute a waiver of such right or remedy in any other instance. Waiver by a Party of any default under this Agreement shall not be deemed a waiver of any other default or any subsequent default of the same or similar nature.

13.9 Severability. If any provision of this Agreement is declared illegal, invalid, or unenforceable, in whole or in part, by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect.

13.10 Laws. Nothing contained in this Agreement shall be construed so as to require the commission of any act contrary to Law, and wherever there is any conflict between any provision of this Agreement and any Law, such Law shall control; provided, however, that in such event, the provision(s) of this Agreement so affected shall be curtailed and limited only to the extent necessary to permit compliance with the minimum legal requirement and no other provision of this Agreement shall be affected thereby, and all of such other provisions shall continue in full force and effect.

13.11 Third Party Beneficiaries. The provisions of this Agreement are only for the benefit of the Parties hereto, and no third party may seek to enforce or benefit from such provisions except that Viasat shall be a third party beneficiary to this Agreement.

13.12 Headings. Headings used in this Agreement are for convenience of reference only and shall not be used to interpret any aspect of this Agreement.

13.13 Electronic Signature. The Parties acknowledge and agree that an electronic signature of this Agreement of each Party on page 1 shall have the same effect as a handwritten signature. A signed copy of this Agreement delivered by facsimile, PDF, electronic mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Schedule A

VIASAT POLICIES AND MANDATORY CUSTOMER AGREEMENT PROVISIONS

The following policies are available at www.viasat.com/legal.

- a. Data Allowance Policy-Residential
- b. Viasat Bandwidth Usage Policy
- c. Viasat Unlimited Data Policy
- d. Viasat, Inc. Acceptable Use Policy
- e. Network Management Policy
- f. Data Allowance Policy-WildBlue Plans
- g. Network Management Policy – WildBlue Network
- h. Data Allowance Policy-Business

Mandatory Customer Agreement Provisions

1. Permitted Use And Restrictions On Use.

1.1 Software License. Subject to the terms and conditions of this Agreement, Viasat, Inc. (“Provider”) grants to you a personal, non-exclusive, non-assignable and nontransferable license to use and display the software provided by or on behalf of Provider (including any updates) only for the purpose of accessing the Service ("Software") on any computer(s) on which you are the primary user or which you are authorized to use. Provider’s Subscriber Privacy Policy, available at www.viasat.com/legal provides important information about this Software application as well as other software applications Provider utilizes. Please read the terms very carefully, as they contain important disclosures

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OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS OF INFORMATIONAL CONTENT, NON-INFRINGEMENT OR OTHERWISE, EXCEPT THE FOREGOING SHALL NOT APPLY IN STATES WHERE IT IS PROHIBITED. ISPWN, PROVIDER AND THE PARTNERS EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY THAT THE SERVICE WILL BE ERROR FREE, SECURE OR UNINTERRUPTED OR OPERATE AT ANY MINIMUM SPEED. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY ISPWN, PROVIDER OR ANY OF THE PARTNERS SHALL CREATE A WARRANTY; NOR SHALL YOU RELY ON ANY SUCH INFORMATION OR ADVICE. BECAUSE ISPWN AND PROVIDER PROVIDE SUBSCRIBERS WITH ELECTRONIC ACCESS TO THE CONTENT AVAILABLE ON THE INTERNET, ISPWN, PROVIDER AND THE PARTNERS CANNOT AND DO NOT WARRANT THE ACCURACY OF ANY OF THE INFORMATION YOU OBTAIN THROUGH THE SERVICE. ISPWN, PROVIDER AND THE PARTNERS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM YOUR USE OF THE SERVICE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU TO THE EXTENT SUCH EXCLUSION IS NOT ALLOWED BY APPLICABLE LAW. THE LIMITED WARRANTY CONCERNING EQUIPMENT PURCHASED BY YOU GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU ALSO MAY HAVE OTHER RIGHTS THAT VARY BY JURISDICTION.

2.2 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER ISPWN, PROVIDER NOR ANY OF THE PARTNERS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICE OR INABILITY TO USE THE SERVICE OR OUT OF ANY BREACH OF ANY REPRESENTATION OR WARRANTY. WITHOUT IN ANY WAY LIMITING THE FOREGOING, IF FOR ANY REASON, BY OPERATION OF LAW OR OTHERWISE, ANY PORTION OF THE FOREGOING LIMITATION OF LIABILITY SHALL BE VOIDED, THEN IN SUCH EVENT PROVIDER AND ISPWN'S MAXIMUM, SOLE, AND EXCLUSIVE LIABILITY AND THE LIABILITY OF THE PARTNERS SHALL BE LIMITED TO GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO ISPWN BY YOU FOR THE APPLICABLE SERVICE DURING AND FOR A PERIOD OF TIME COMMENCING UPON THE OCCURRENCE OF SUCH ERROR, DEFECT OR FAILURE AND CEASING UPON THE DISCOVERY OF SUCH ERROR, DEFECT OR FAILURE, IN WHOLE OR IN PART; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL SUCH PERIOD OF TIME EXCEED THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE WHICH SUCH ERROR, DEFECT OR FAILURE IS FIRST DISCOVERED IN WHOLE OR IN PART.

2.3 Dispute Resolution. To expedite resolution of issues and control the cost of disputes, you and ISPWN agree that any legal or equitable claim relating to this Agreement, any addendum, or your Service (referred to as a "Claim") will be resolved as follows: We will first try to resolve any Claim informally. Accordingly, neither of us may start a formal proceeding until at least 60 days after one of us notifies the other of a Claim in writing ("Notice"). You will send your Notice to the address on the first page of this Agreement to the attention of the ISPWN Legal Department and we will send our Notice to your billing address. If you and ISPWN are unable to resolve the Claim within 60 days after Notice is received, then ISPWN and you agree to arbitrate any and all Claims between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- Any Claims arising out of or relating to any aspect of the relationship between us, whether based in contract, statute, fraud, misrepresentation, tort, or any other legal theory;
- Any Claims that arose before this Agreement or any prior agreement between us;
- Any Claims that are currently the subject of a purported class action suit in which you are not a member of a certified class; and/or
- Any Claims that may arise after the termination of this Agreement.

Notwithstanding the foregoing, either party may bring an individual action in small claims court in the county of your billing address. This Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. If the law allows, these agencies may seek relief against us on your behalf. You agree that by entering into this Agreement, you and ISPWN each waive the right to participate in a class action and/or a trial by jury. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This Dispute Resolution provision shall survive termination of this Agreement. The arbitration shall be governed by the Consumer Arbitration

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Rules (collectively, the “Arbitration Rules”) of the American Arbitration Association (“AAA”), as modified by this Agreement, and will be administered by the AAA. The Arbitration Rules are available online at adr.org, by calling the AAA at 1-800-778-7879, or by writing to the address on the first page of this Agreement to the attention of the ISPWN Legal Department. The arbitrator is bound by the terms of this Agreement. All issues shall be for the arbitrator to decide, except issues relating to the scope and enforceability of this Dispute Resolution provision which shall solely be for a court of competent jurisdiction to decide. Any arbitration hearings shall take place at a location which is reasonably convenient to you and ISPWN. During the arbitration, neither party shall disclose to the arbitrator the amount of any settlement offer made by either party, until after the arbitrator determines the amount, if any, to which you or ISPWN is entitled. If your claim is for \$5,000 or less, you and ISPWN agree that you may choose whether the arbitration will be conducted solely on the basis (a) of documents submitted to the arbitrator, (b) through telephonic hearings, or (c) by an in-person hearing as established by the Arbitration Rules. If your claim is in excess of \$5,000, the right to a hearing shall be determined by the Arbitration Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficiently explaining the essential findings and conclusions on which the award is based. If the arbitrator finds that either the substance of your Claim or the relief sought in your Claim is frivolous or brought for an improper purpose (as measured by the standards set forth in the Federal Rule of Civil Procedure 11(b)), then the payment of all fees related to the arbitration shall be governed by the Arbitration Rules. In such case, you agree to reimburse ISPWN for all monies previously disbursed by it that are otherwise your obligation to pay under the Arbitration Rules. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual Claim. YOU AND ISPWN AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Furthermore, the arbitrator may not consolidate more than one person’s Claim, and may not otherwise preside over any form of a representative or class proceeding, unless both you and ISPWN otherwise agree in writing. Notwithstanding any provision in this Agreement to the contrary, we agree that if ISPWN makes any future change to this Dispute Resolution provision during your Minimum Service Term, you may reject any such change by sending us written notice within 30 days of the change to the address on the first page of this Agreement. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Dispute Resolution provision. Any cause of action brought by you, or by users of your account, with respect to the Service or this Agreement must be instituted within one year after the claim or cause of action has arisen or it will be barred.

2.4 Third Party Beneficiary. Provider shall be a third party beneficiary of this Customer Agreement.

Schedule B

Insurance Coverage Requirements

1. **Coverage Limits.** Reseller shall obtain and maintain insurance with the following coverage and limits:
 - i. Comprehensive general liability policy, with broad form coverage, which includes coverage for bodily injury, property damage, personal/advertising injury, and contractual liability with limits of at least \$500,000 per occurrence;
 - ii. Automobile liability coverage that includes coverage for all owned, hired, and non-owned vehicles with limits of not less than \$100,000 per person, \$300,000 per occurrence; and
 - iii. Workers’ compensation or similar employee benefit act coverage with statutory limits as prescribed by the law of the state(s) in which Reseller is doing business.
2. **Insurance Requirements.** All required insurance may not be cancelled or modified (i.e., so as to not comply with the required coverage and limits set forth in Section 1 above) without 30 days’ prior written notice by the insurance carrier to ISPWN.
3. **Additional Insured.** All required comprehensive general liability insurance shall designate ISPWN as an additional insured and shall designate that it is a primary policy such that it will pay claims prior to any other insurance or self-insurance available.
4. **Certificate of Insurance.** Reseller shall supply a certificate of insurance to ISPWN evidencing compliance with the terms of this Schedule B upon execution of this Agreement. Reseller shall promptly comply with any subsequent

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Company Initials

64/65

Reseller Initials

