



## **Agreement Submission Instructions:**

Please sign the Master Services Agreement (MSA), other agreements and any applicable addendum(s) according only to the products and services being procured (you are not required to sign all addendum or procure all services).

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 I may be required to update my agreements to this MSA, other binding agreements and addendums from time to time.

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.

For Wholesalers or Dealers contracting a customer-facing portal from ESI/ISPWN/WLS: <https://www.ispwn.com/sites/ispwn.com/files/Hayai%20USA%20SaaS%20Agreement.pdf>

For Wholesalers, Resellers or Dealers committing to volume for day-1 volume-tier pricing: <https://www.ispwn.com/sites/ispwn.com/files/Easy%20Systems%20ISPWN%20Volume%20Commitment.pdf>

Please fill & sign all applicable agreements and addendums, then upload to <https://www.ispwn.com/submit-agreement>

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

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



AUTHORIZED EASY SYSTEMS INC (ISP WHOLESAL NETWORKS/WHITE LABEL SIM) MASTER SERVICE AGREEMENT AND ADDENDUMS



This agreement ("the Agreement") is made as c [redacted] by and between [redacted] ("The Reseller"),

Located at [redacted] and EASY SYSTEMS, INC, a Wyoming Corporation (the "Company" herein referred to as "ESI") with presences in Arizona, Michigan, New Jersey, Nevada & California, doing business as "White Label SIM", "WLS", "ISP WHOLESAL NETWORKS", "ISPWN", "EASY ISP SYSTEMS" or "EIS".

The agreement number is [redacted]

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

- Easy Systems, Inc 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.
• Easy Systems, Inc 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.
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.
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 ESI/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 ESI/ISPWN/WLS.
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, ESI/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 ESI/ISPWN/WLS property, including ESI/ISPWN/WLS Confidential Information, manuals and return, or at the request of ESI/ISPWN/WLS, destroy, all stationery, advertising matter and



**AUTHORIZED EASY SYSTEMS INC (ISP WHOLESAL NETWORKS/WHITE LABEL SIM) MASTER SERVICE AGREEMENT AND ADDENDUMS**



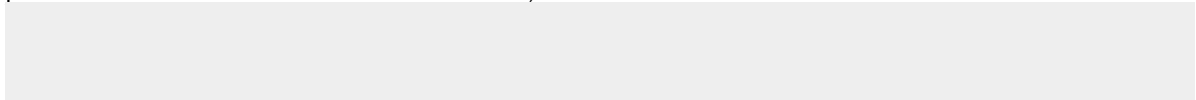
other promotional materials in its possession containing or bearing any trade mark or trade name of ESI/ISPWN/WLS;

- 2) immediately thereafter refrain from representing itself as offering the Services sold or offered by Easy Systems Inc or it's subsidiaries & brands.
- 3) Should a Reseller be terminated by ESI/ISPWN/WLS for cause, Reseller shall transfer ownership of all current subscribers under reseller's account to ESI/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) Applicable fees & deposits to enable access to the services the reseller wishes to sell.
- 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. Deposits may be required for some services/networks. Billing cycles shall default to Pro-Rated/Calendar Billing except where otherwise specified in the applicable service addendum.
- b) **1<sup>st</sup> to 1<sup>st</sup> 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 1<sup>st</sup> of each month.*)
- c) **15<sup>th</sup> to 15<sup>th</sup> Pro-Rated Billing:** Services are pro-rated from the date of activation to the 15<sup>th</sup> 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 1<sup>st</sup> of each month.*)
- d) **Recurring Calendar Billing:** The Company will invoice The Reseller on a pre-paid basis for all applicable services on the 1<sup>st</sup> of each month for the billing cycle beginning on the 1<sup>st</sup> of the following month. Invoices are posted in the portal and/or sent to reseller via email by the 7<sup>th</sup> of the month.
- e) **Corrections & Disputes:** Any billing corrections or disputes must be requested by the 15<sup>th</sup> of the month.
- f) **Cancellations:** Any lines requiring cancellation must be submitted for cancellation by:
  - i. **Wired:** 5pm Eastern Time on the 20<sup>th</sup> 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.
- 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 20<sup>th</sup> of each month (Wired) or the following Friday (Wireless). *Any invoices left outstanding on the final day of the calendar month 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**. ESI/ISPWN/WLS may require a deposit be maintained and/or auto-payment authorization.
- 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 assessed. For foreign Resellers, the maximum general usury limit applicable in the jurisdiction of the address on file for the reseller shall apply.



AUTHORIZED EASY SYSTEMS INC (ISP WHOLESAL NETWORKS/WHITE LABEL SIM) MASTER SERVICE AGREEMENT AND ADDENDUMS



- 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. 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 that 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 will be filed and clauses (g – i) will be 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 of 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. ESI/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 setup fee OR prepayment for services to be activated shall be taken at the opening of the reseller account to be used for the purpose of revolving credit. 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. ESI/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, ESI/ISPWN/WLS reserves the right to require a deposit be maintained.
- b) **Quickpay (US Only):** Certain banks offer on-line quickpay facilities – please contact ESI/ISPWN/WLS to verify details. If your bank does not offer a compatible quickpay facility, ESI/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 ESI/ISPWN/WLS 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 ESI/ISPWN/WLS whether your desired payment method is available and/or feasible.

**5 RESTRICTIONS AND USAGE**

- a) Use of ESI/ISPWN/WLS Data devices that allow multiple users to share one connection and subscription, may degrade as the wireless device performance. Use of ESI/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. ESI/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 ESI/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) ESI/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, ESI/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) ESI/ISPWN/WLS reserves the right to deny, terminate, disconnect, modify or suspend wireless data Service if a ESI/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 ESI/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 ESI/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**

As a Reseller of ESI/ISPWN/WLS, Reseller understands and agrees that proprietary information between ESI/ISPWN/WLS, terms and conditions of this Agreement, and all documents referenced herein (including invoices to Reseller for Services provided hereunder) are confidential as between Reseller and ESI/ISPWN/WLS. Neither Reseller nor ESI/ISPWN/WLS shall disclose such information to any third party without the prior written consent of the other. In addition to the matters covered under clause, when confidential information is furnished in a tangible form by one party to the other, the disclosing party shall mark the information in a manner to indicate that it is considered confidential. When information deemed to be confidential is provided orally, the disclosing party shall, at the time of disclosure, clearly identify the information as being confidential and may, if it elects to do so, confirm such designation in writing within the (10) calendar days thereafter, but in any event orally disclosed confidential information shall be deemed subject to the provisions of this section. If the disclosing party fails to identify information as confidential, such disclosing party may correct the omission by later notice consisting of a writing or statement, and the receiving party shall only be liable for unauthorized disclosures of such confidential information made subsequent to said notice. All information identified as confidential pursuant to this clause shall not be disclosed by the receiving party to any third party without the written consent of the disclosing party.

**7 COMPENSATION**

Reseller is not entitled to any additional compensation from ESI/ISPWN/WLS. Unless specifically indicated, Reseller is wholly responsible for adding value and appropriate markup and charging it’s agents and/or subscribers and collecting payment for any and all services.

**8 EXPENSES**

The Reseller shall not be authorized to incur any expenses on behalf of the Company.







**AUTHORIZED EASY SYSTEMS INC (ISP WHOLESAL NETWORKS/WHITE LABEL SIM) MASTER SERVICE AGREEMENT AND ADDENDUMS**



- e) Labor and employment requirements with respect to the Reseller’s business organization, including state worker’s compensation insurance coverage requirements. The Reseller agrees to indemnify, defend and hold the Company harmless from any liability for, or assessment of, any claims or penalties with respect to such withholding taxes, labor or employment requirements, including any liability for, or assessment of, withholding taxes imposed on the Company by the relevant taxing authorities with respect to any compensation paid to the Reseller.
- f) Provider and Reseller shall not be liable for delays or failure to deliver or perform due to acts of God, acts of the other party, acts of civil or military authorities, fires, strikes, floods, or other similar events beyond their control
- g) Subject to the terms and conditions of this Agreement, the Company hereby appoints the Reseller, and the Reseller hereby accepts such appointment, to serve as an independent non-exclusive Reseller for the Company. The initial Products offered by the Company are set forth on addendums attached hereto. New products and services shall be added from time-to-time by the Company upon notice to the Reseller by the Company.
- h) Reseller shall secure and maintain in force 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 the event the reseller is made aware of any permit of license required to be secured and maintained on behalf of the Company, Reseller shall notify the Company of such requirement immediately.
- i) Reseller certifies and warrants that it is in compliance with and will continue to be in compliance with all international, federal, state and local laws and regulations relating to its performance under this agreement, including without limitation, all matters relating to the intellectual property rights of third parties. Reseller is solely responsible for obtaining all licenses, approvals and regulatory authority for its operation and the provision of services to its subscribers (“End Users”). If Reseller does not comply with this Paragraph, in addition, to any remedies available to Provider at law or in equity, Provider may elect to decline to accept additional orders under this Agreement or may immediately terminate this Agreement without further liability or obligations to Reseller.

**15 COMPANY INFORMATION FOR BACK OFFICE**

This information is used to setup the initial back office. This person should be the main person on the account able to view everything. Once the Back office is setup this user can add additional users for the reseller.

**Reseller Information:**

Legal Name of Company \_\_\_\_\_  
 Authorized Persons name \_\_\_\_\_  
 Company Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip/Postcode \_\_\_\_\_  
 Company Phone Number \_\_\_\_\_  
 Company Fax Number \_\_\_\_\_  
 Authorized Persons Email \_\_\_\_\_  
 Desired Password \_\_\_\_\_

**Billing Information (if different from above):**

Legal Name of Company \_\_\_\_\_  
 Authorized Billing Agent Name: \_\_\_\_\_  
 Company Billing Address: \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip/Postcode \_\_\_\_\_  
 Billing Phone Number: \_\_\_\_\_  
 Billing Fax Number: \_\_\_\_\_  
 EIN/SSN/ITIN or Local Tax ID: \_\_\_\_\_  
*(fill out W9 or W8 as applicable)*







AUTHORIZED EASY SYSTEMS INC (ISP WHOLESAL NETWORKS/WHITE LABEL SIM) MASTER SERVICE AGREEMENT AND ADDENDUMS



**Under no circumstances shall**

- a) RESELLER have any claim against ESI/ISPWN/WLS or
- b) ESI/ISPWN/WLS have any liability to RESELLER, in connection with ESI/ISPWN/WLS's failure or restricted ability to provide 911 or E911 access to emergency services to Users.

**20 RESTRICTIONS ON ACCESS**

**Abuse and Fraudulent Use:** Access to ESI/ISPWN/WLS Services is furnished subject to the condition that there will be not abuse or fraudulent use of ESI/ISPWN/WLS System or the Services by the RESELLER or the Users. RESELLER shall not knowingly abuse or fraudulently use ESI/ISPWN/WLS System or the Services and shall use reasonable business efforts to control and prevent abuse or fraudulent use of ESI/ISPWN/WLS System and the Services by Users.

Abuse and fraudulent use of ESI/ISPWN/WLS System includes, but is not limited to:

- a) Attempting or assisting another Person
  - i. to access, alter or interfere with the communications and/or information of a User by rearranging, tampering or making an unauthorized connection with any Facilities of ESI/ISPWN/WLS or it's vendors or partners;
  - ii. to use any scheme, false representation or false credit device, with the intent to avoid payment for, in whole or in part, the Services;
- b) using ESI/ISPWN/WLS Systems or those of it's vendors or partners in such a manner so as to interfere unreasonably with the use of ESI/ISPWN/WLS System or those of it's vendors or partners by Users;
- c) using ESI/ISPWN/WLS Systems or Services or those of it's vendors or partners to transmit or receive any communication or material of any kind that
  - i. would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law or
  - ii. encourage conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law;
- d) using ESI/ISPWN/WLS Systems or Services or those of it's vendors or partners to convey information that is deemed to be, in the reasonable business judgment of ESI/ISPWN/WLS, obscene, salacious or prurient, or to convey information of an unlawful nature or in an unlawful manner;
- e) 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 ESI/ISPWN/WLS; or
- f) any use of ESI/ISPWN/WLS Systems or Services or or those of it's vendors or partners that is
  - i. illegal,
  - ii. dangerous to/and or could cause damage to any part of ESI/ISPWN/WLS Systems or those of it's vendors or partners or other communication systems;
  - iii. involves unauthorized access to ESI/ISPWN/WLS Systems or those of it's vendors or partners; or
  - iv. is contrary to the terms of use outlined in this Agreement.

**Account Cancellation:**

ESI/ISPWN/WLS may cancel the right to use ESI/ISPWN/WLS Systems and the Services of any User determined by ESI/ISPWN/WLS in its sole discretion to be abusing or fraudulently using ESI/ISPWN/WLS Systems or those of it's vendors or partners.

**Notification:**

RESELLER shall notify ESI/ISPWN/WLS as soon as possible of any fraudulent, abusive or unauthorized use of the ESI/ISPWN/WLS System or the Services and shall immediately take such action as ESI/ISPWN/WLS may reasonably request to stop such improper usage.

**21 USF FEES: (US Only)**

RESELLER is required to sign up with USAC <http://www.usac.org>. All appropriate USF fees are to be paid to USAC by the RESELLER, and the RESELLER is required to be in good standing. RESELLER must provide a USAC number to ESI/ISPWN/WLS prior to reselling any US-based services herein. If a USAC number is not provided, extra fees will apply to some services. Other numbers as required for dealing with the FCC (such as an FRN or SPIN) are optional but recommended depending on the types of services RESELLER intends to offer.

Authorized Reseller Agreement – Proprietary Information – Revision 21/10/21  
Company Initials ml

9/37

Reseller Initials \_\_\_\_\_



**AUTHORIZED EASY SYSTEMS INC (ISP WHOLESAL NETWORKS/WHITE LABEL SIM) MASTER SERVICE AGREEMENT AND ADDENDUMS**





**22 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 of the day and year first above written:

COMPANY: Easy Systems Inc	RESELLER:
By: 	Signature: 
Name: Mathew Carley	Name: _____
Title: Chairman, President & CIO	Title: _____
Dated: _____	Dated: _____

By initialing below on this page, Reseller agrees to the Master Service Agreement within.



**Addendum 1 – Wireless (Cellular) Data Service (USA)**

**Activations:**

Standard activations and ports are processed on-the-fly by ESI/ISPWN/WLS, and may be actioned by the carriers during local business hours only or via their API, subject to the carrier’s internal billing system and processes. 24x7 activations can be facilitated at the discretion of some carriers.

**Billing:**

The billing cycle for services on CDMAV (and GSMA, subject to plan type) network shall be “Anniversary Date Billing” as defined in section 3 of the Master Service Agreement. For services on GSMA & GSM networks shall be “15<sup>th</sup> to 15<sup>th</sup> Pro Rated Billing” as defined in section 3 of the Master Service Agreement.

Certain carriers may require a deposit equal to the cost of the activations you intend to carry out over any given 30-day period. ESI/ISPWN/WLS facilitates this through use of an “E-Wallet” whereby credits are issued for payments, and deducted for activations, pro-rates & service fees.

The reseller shall be liable for any and all charges incurred for all active accounts and services.

**Service Plans:**

Service Plans shall be defined in rate-cards published periodically by ESI/ISPWN/WLS. Custom plans can be created on some networks. Some networks may charge an initiation fee and/or additional deposit for custom plans to be set-up in billing systems.

**Equipment:**

All equipment used for the wireless service must be approved for use on network operators on which ESI/ISPWN/WLS services operate and must conform to local telecommunications and wireless transmission standards. Certain carriers may require the use of specific devices/models for certain plan types (i.e. modems, hotspots etc). If the reseller has their own device inventory, ESI/ISPWN/WLS may request a demo unit for testing with the available networks to determine compatibility and expected performance.

**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 additioCOO & CIOal months Reseller will be charged the monthly rate plus a Re-Activation fee of \$25 per line billable immediately.

**Abuse and overages:**

Each carrier may have it’s own abuse and fair usage policies. The reseller is obliged to adhere to the policies set out in the plan specifications as offered by the carriers through ESI/ISPWN/WLS.

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

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 of the day and year first above written:

COMPANY:	Easy Systems Inc	RESELLER:	
By:		Signature:	
Name:	Mathew Carley	Name:	
Title:	Chairman, President & CIO	Title:	
Dated:		Dated:	

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



**AUTHORIZED EASY SYSTEMS INC (ISP WHOLESale NETWORKS/WHITE LABEL SIM) MASTER SERVICE AGREEMENT AND ADDENDUMS**



**Addendum 2 – VoIP Services – Pricing and Fees**

Residential Unlimited \$9.99 per extension	Business Unlimited \$15.50 per extension	Telemarketing unlimited \$37.50 per extension	Account Activation fee \$10.00
---	---	--	-----------------------------------

- If Bundled with residential cable or DSL Services above 10x1.5, there is a \$1.50 per month discount

**Multiple Line PBX for Business**

Package A - \$89.99 4 Extensions 1 Virtual Fax (Efax) 1 Main DID	Package B - \$124.99 6 Extensions 1 Virtual Fax (Efax) 2 Main DID 1 Conference Bridge	Package C - \$184.99 10 Extensions 1 Virtual Fax (Efax) 5 Main DID 1 Conference Bridge	Package D - \$350.00 25 Extensions 1 Virtual Fax (Efax) 5 Main DID 1 Conference Bridge
---	---	--	--

Packaged plans are subject to change at any time with ninety (90) day notice. Special pricing and packages are available.

**Multiple Telemarketing Line PBX**

Package A - \$500.00 10 Extensions 1 Virtual Fax (Efax) 1 Main DID 1 Conference Bridge	Package B - \$900.99 25 Extensions 1 Virtual Fax (Efax) 1 Main DID 1 Conference Bridge	Package C - \$1,775.99 50 Extensions 1 Virtual Fax (Efax) 2 Main DID 2 Conference Bridge	Package D - \$2637.99 75 Extensions 1 Virtual Fax (Efax) 5 Main DID 4 Conference Bridge
--	--	--	---

Packaged plans are subject to change at any time with ninety (90) day notice. Special pricing and packages are available.

**Additional Fees:**

- Directory Assistance: Wholesale cost is \$1.00 for each call.
- International Calls: Billed to RESELLER in accordance with our published rates.
- Toll Free Numbers: Wholesale cost \$9.00 MRC, Vanity Numbers \$50.00 MRC plus Usage at \$.035 per minute.
- Activation Fee for a ESI/ISPWN/WLS Voice line - \$30.00 each
- DID: A minimum of 5 DID's within any market - \$3.50 each until utilized

**Standard Features**

<b>RESIDENTIAL SERVICES:</b> <ul style="list-style-type: none"> <li>1 DID</li> <li>E911 assignment</li> <li>Unlimited calling To the US and Canada</li> <li>Web Portal Login/Access (CDR, Visual Voicemail, FollowMe)</li> <li>SIP Device Registration &amp; Call Paths</li> <li>Voicemail Box</li> <li>DID Routes</li> </ul>	<b>BUSINESS SERVICES:</b> <ul style="list-style-type: none"> <li>1 DID</li> <li>E911 assignment</li> <li>Unlimited calling To the US and Canada</li> <li>Web Portal Login/Access (CDR, Voicemail, FollowMe)</li> <li>SIP Device Registration &amp; Call Paths</li> <li>Voicemail Box</li> </ul>	<b>Multiple Line PBX:</b> <ul style="list-style-type: none"> <li>1 DID</li> <li>E911 assignment</li> <li>Unlimited calling To the US and Canada</li> <li>Web Portal Login/Access (CDR, Voicemail, FollowMe)</li> <li>SIP Device Registration &amp; Call Paths</li> <li>Voicemail Box</li> <li>IVR Menus</li> <li>Conference Rooms</li> <li>Time Conditions</li> <li>Directories</li> <li>Extension Routes</li> <li>DID Routes</li> </ul>	<b>Multiple Telemarketing Line PBX:</b> <ul style="list-style-type: none"> <li>1 DID</li> <li>E911 assignment</li> <li>Unlimited calling To the US and Canada</li> <li>Web Portal Login/Access (CDR, Voicemail, FollowMe)</li> <li>SIP Device Registration &amp; Call Paths</li> <li>Voicemail Box</li> <li>IVR Menus</li> <li>Conference Rooms</li> <li>Time Conditions</li> <li>Directories</li> <li>Extension Routes</li> <li>DID Routes</li> <li>Call monitoring</li> <li>Call recording</li> <li>Call Whisper</li> <li>Call barge</li> </ul>
---	---	--	---

Additional features may be provided by the specific SIP device itself (a.k.a User Agent) used by each residential subscriber 3way calling, \*69, privacy, etc.

All applicable taxes and fees must be collected by the reseller and paid to the appropriate agencies. It is the reseller's responsibility to pay all taxes as per sections 10 and 21.

By initialing below on this page and the requested service, Reseller agrees to add this service in conjunction to the Master Service Agreement within.

Authorized Reseller Agreement – Proprietary Information – Revision 21/10/21  
Company Initials                     

Reseller Initials



**Addendum 3 – Fixed Broadband services  
(DSL, Cable, Fiber, Layer 2/3, Ethernet, Fixed Wireless et al)**

This pricing addendum runs in conjunction with the Master Services agreement herein, any service not listed herein must be under their own agreement or addendum. Reseller must agree to the terms set forth within to validate the pricing for these products.

**Wholesale Pricing**

All pricing is attached on a separate worksheet and is in effect as of the publication date of any pricing addendums made available to the reseller.

All services, speeds & pricing is subject to change based on the site survey or qualification of the service address(es). No orders will be placed until the reseller approves the current site surveyed address. All services ordered are pre-paid only; a pre-payment schedule must be completed prior to the first order. All services are prorated from the Firm Order Commitment (FOC) Date and billed the first full month of service.

Plan availability may vary by vendor based on network availability at the premises. Services, Speeds & pricing is subject to change at any time as determined by the network operator(s) and pricing updates will typically only affect new services unless otherwise notified in writing.

Services, Speeds & Pricing is subject to change with applicable notice. All move fees are subject to being in the same market. Any account moving across markets are subject to a full installation fee.

By initialing below on this page and each page pertaining to DSL and Cable Services, Reseller agrees to add this service in conjunction to the Master Service Agreement within.

**Modem Fees:**

Some services may require a fee (either up-front or monthly rental). ESI/ISPWN/WLS will endeavour to include this in monthly pricing where possible. All modems are the sole property of the vendor offering the product. If at the end of the subscriber’s service the modem is not returned the reseller will be charged the modem fee charge as listed in addendum.

All monthly reoccurring pre-bills must be received by the Company no later than the 20th of each month; any accounts not paid for will be disconnected without further notice. If a deposit is on hand it must be refilled prior to the 20th of the month, 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 bylaw or any agreement to which Reseller is a party or by which it is bound or affected.

Taxes, surcharges and fees may vary by vendor and subscriber location and are typically estimated at 13%

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 of the day and year first above written:

COMPANY:	Easy Systems Inc	RESELLER:	
By:		Signature:	
Name:	Mathew Carley	Name:	
Title:	Chairman, President & CIO	Title:	
Dated:		Dated:	

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





**Addendum 4 - Wholesale Canada DSL/Fiber Services**

This WHOLESALE 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 ESI/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 ESI/ISPWN/WLS DSL platform. This Addendum is by and between Easy Systems Inc., (“ESI/ISPWN/WLS”) and the Customer indicated below. This Addendum is to be effective on the date it is executed by ESI/ISPWN/WLS (the “Effective Date”).

ESI/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 ESI/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 ESI/ISPWN/WLS DSL agreements prior to August 2010. It therefore has terms that will modify the existing ESI/ISPWN/WLS DSL agreements accordingly. This Addendum modifies the terms of any previously signed agreements and/or addendums between ESI/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.



AUTHORIZED EASY SYSTEMS INC (ISP WHOLESALER NETWORKS/WHITE LABEL SIM) MASTER SERVICE AGREEMENT AND ADDENDUMS



+ 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. ESI/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.



**AUTHORIZED EASY SYSTEMS INC (ISP WHOLESAL NETWORKS/WHITE LABEL SIM) MASTER SERVICE AGREEMENT AND ADDENDUMS**




**Customer and Notice Information:**

The following specified the parties to this Addendum and the address and contact information for delivery of all written notices under the Addendum:

<b>Provider:</b> Easy Systems Inc <b>Address:</b> P.O. Box 87772, Tucson, AZ 85754 <b>Telephone:</b> +1 520-355-7800 <b>Contact:</b> ISPWN/White Label SIM <b>E-mail:</b> wholesale@hayaibroadband.com	<b>Customer Name:</b> _____ (“Reseller”) <b>Address:</b> _____ _____ <b>Telephone:</b> _____ <b>Contact:</b> _____ <b>E-mail:</b> _____
--	---

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date below:

EXECUTED as of the day and year first above written:

<b>COMPANY:</b> Easy Systems Inc <b>By:</b>  <b>Name:</b> Mathew Carley <b>Title:</b> Chairman, President & CIO <b>Dated:</b> _____	<b>RESELLER:</b> _____ <b>Signature:</b> _____ <b>Name:</b> _____ <b>Title:</b> _____ <b>Dated:</b> _____
--	---

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

Authorized Reseller Agreement – Proprietary Information – Revision 21/10/21  
 Company Initials MC

Reseller Initials \_\_\_\_\_



**Addendum 5 – Technical Support Service Agreement**

Reserved for future use - Do not sign this page. Reserved for future use - Do not sign this page. Reserved for future use - Do not sign this page.

This Technical Support Service Agreement (“Tech Support Agreement”) is hereby entered into as of \_\_\_\_\_ between ESI/ISPWN/WLS and \_\_\_\_\_ referred to as “Customer” and sets forth the terms and conditions under which ESI/ISPWN/WLS will provide technical support services to Customer.

**1. Scope of Services**

1.1. ESI/ISPWN/WLS call center will provide Tier 1 technical support to Customer’s subscribers. ESI/ISPWN/WLS call center will provide support for the following problems:

- o Ongoing service support
- o Troubleshooting
- o New customer sign-ups over the phone
- o ISP and related product information inquiries
- o Installation/download support
- o Subscriber billing inquiries

**2. Technical Support Service Levels Guarantees:**

- 2.1. 90% of subscriber technical support transactions will be responded to in an average of 3 minutes or less from the time the subscriber calls into the call center to the time a ESI/ISPWN/WLS employee receives the call and starts the problem resolution.
- 2.2. With the exception of regularly scheduled maintenance that will only occur during non-peak hours and will not last more than two hours at any one time, ESI/ISPWN/WLS call center will be available 99.5% of the time for twenty four (24) hours a day and (7) seven days a week, a skeleton staff will be run on New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- 2.3. 95% of e-mail inquiries shall be provided within 24 hours.

**3. Compensation and Payment**

- 3.1. Customer will pay EITHER (Please initial the selected rate)
  - o \_\_\_\_\_ Three Dollars (\$3.00) for each active subscriber, per month; Or
  - o \_\_\_\_\_ Six Dollars (\$6.00) per answered call each month
 For ESI/ISPWN/WLS’ technical support services.
- 3.2. ESI/ISPWN/WLS will invoice Customer on the first business day of the month for that month’s usage of ESI/ISPWN/WLS technical support service. This invoicing will begin on the date listed in section 4.3 below. Any delays in actual service caused by the lack of information outlined in section 4.3 will not delay invoicing.
- 3.3. Per subscriber invoice will be calculated by taking the total active subscribers in customer’s database on the first business day of the month times \$3.00.
- 3.4. Per call invoice will be calculated by billing the monthly minimum each month plus \$4 per call for any calls exceeding 63 calls during the previous month.
- 3.5. ESI/ISPWN/WLS’s initial invoice shall be for any setup fees and for the first month’s service. This invoice must be paid prior to the initiation of any services.
- 3.6. ESI/ISPWN/WLS shall invoice Customer on the first business day of each month, with a minimum billing of no less than \$300.00. Customer shall pay ESI/ISPWN/WLS by the tenth (10th) calendar day of the month of ESI/ISPWN/WLS’s invoice.
- 3.7. Payments made hereunder shall be in United States Dollars.
- 3.8. If any payment or part thereof shall remain due and unpaid on the due date, ESI/ISPWN/WLS will assess a late fee of one and a half percent (1.5%). Any unpaid balance will continue to accrue interest at 5% per month.
- 3.9. If on the fifteenth (15th) calendar day of the month at 11:59 pm Mountain Time any part of the invoice remains unpaid then services to the Customer will be disconnected until the time that all monies owed are paid including a reconnect fee of 5% of the past due balance or \$100 whichever is greater.
- 3.10. If Customer has two (2) disconnections within a six (6) month period, Customer then will be required to provide a deposit equal to one (1) months billing before service can then be restored.
- 3.11. Pursuant to industry experience, the Parties recognize that the average number of technical support calls per day is between a half percent (.5%) and one percent (1%) of Customer’s subscriber base.



**AUTHORIZED EASY SYSTEMS INC (ISP WHOLESAL NETWORKS/WHITE LABEL SIM) MASTER SERVICE AGREEMENT AND ADDENDUMS**



Reserved for future use - Do not sign this page. Reserved for future use - Do not sign this page.

Accordingly, if Customer had 1000 subscribers and 1% of the subscriber base called technical support; ESI/ISPWN/WLS would receive 10 calls per day, which total includes multiple calls from the same person. If for any reason other than the fault of ESI/ISPWN/WLS, the daily call volume exceeds 2% of the Customer subscriber base on any given day, ESI/ISPWN/WLS will notify customer of the higher than expected call volume and will not be held to the Service Levels mentioned in Section 2 above. If call volume exceeds 3% for 3 consecutive days, Customer agrees to pay a per minute rate of \$.95 for all calls exceeding the 3% level for any day thereafter in which the 3% figure is exceeded during the remainder of the monthly billing cycle.

**4. Schedule and Deliverables**

- 4.1. Customer will complete and submit the attached Appendix A (“ISP Technical Support Build Form”) for each ISP they will be transitioning to ESI/ISPWN/WLS upon execution of this Tech Support Agreement.
- 4.2. Customer is responsible for any customization of the decision trees and information utilized by ESI/ISPWN/WLS in their Issue Tracker system. If Customer does not choose to customized said decision trees it is assumed that the existing decision trees are acceptable to customer. Customer may either customize the decision trees or provide to ESI/ISPWN/WLS the necessary information and ESI/ISPWN/WLS will customize the trees for Customer. In the event that Customer provides information to ESI/ISPWN/WLS and chooses not to customize the trees themselves, ESI/ISPWN/WLS will make said changes in no more than 2 business days.
- 4.3. The go live date for this contract will be \_\_\_\_\_. Customer agrees to complete the ISP Technical Support Build Form 2 weeks prior to this date to allow time for implementation.
- 4.4. Customer and ESI/ISPWN/WLS shall hold each other’s Information in confidence and not disclose such Information to any third party except as allowed and necessary to perform under this Agreement.
- 4.5. If either Party is required by order of any court or regulatory authority to disclose the other Party’s Information, then the required Party shall first give notice to the other Party to allow such time for the other Party to take necessary steps to protect its Information.
- 4.6. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT WILL ESI/ISPWN/WLS BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, THE DELIVERABLES OR THIS AGREEMENT, EVEN IF ESI/ISPWN/WLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE CUMULATIVE LIABILITY OF ESI/ISPWN/WLS FOR ANY BREACH OF THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) EXCEED AUTHORIZED THIS RESELLER MASTER SERVICE AGREEMENT AND PRICING ADDENDUMS THE FEES ACTUALLY PAID BY CUSTOMER FOR THE SERVICES WHICH DIRECTLY GAVE RISE TO SUCH DAMAGES IN THE 3 MONTHS IMMEDIATELY PROCEEDING THE EVENT THAT IS THE BASIS FOR SUCH CLAIM.

**5. Termination**

- 5.1. The term of this Tech Support Agreement is for a period of (2) two years, and it will renew for a like period of time at the conclusion of each term unless terminated during the renewal period by one of the parties to this agreement.
- 5.2. Either party may terminate this agreement without cause during the renewal period; said renewal period will run for thirty (30) days prior to the conclusion of the contract period.
- 5.3. Either Party may terminate this Service Level Agreement for cause in the event the other has breached any provision of this Service Level Agreement and such breach has not been cured within thirty (30) days from receipt of written notice of such breach. Customer shall remain obligated to pay ESI/ISPWN/WLS for all charges for Services performed and all expenses incurred up to the effective date of such termination.
- 5.4. If Customer terminates this Agreement without cause prior to expiration of the Initial Term or the Renewal Term, or ESI/ISPWN/WLS terminates this Agreement due to material breach by Customer, Customer shall pay an early termination fee to Provider. Said fee shall be equal to, whichever is greater, (i) the monthly minimum times six (6) months, or (ii) six (6) times the average of the actual billing during the last three (3) months.
- 5.5. Any dispute arising out of this Agreement shall be resolved by mediation if possible, and then shall be governed by the laws of the State of Arizona.

Company Initials                     

18/37

Reseller Initials





**AUTHORIZED EASY SYSTEMS INC (ISP WHOLESALE NETWORKS/WHITE LABEL SIM) MASTER SERVICE AGREEMENT AND ADDENDUMS**



Reserved for future use - Do not sign this page. Reserved for future use - Do not sign this page.

- 5.6. During the term of this Agreement and for twelve (12) months thereafter, ESI/ISPWN/WLS and Customer each agree not to solicit or induce any employee of the other to terminate his or her employment with the other, to hire any employee or previous employee of the other, or engage any subcontractor of the other.
- 5.7. During the term period and for three years after termination neither ESI/ISPWN/WLS nor Customer will contact any of the other parties customers or suppliers for any reason other than for the purpose of this agreement.
- 5.8. To secure payment for Services provided by ESI/ISPWN/WLS, Customer hereby grants to ESI/ISPWN/WLS a security interest and continuing lien upon all of Customer's accounts receivable, accounts (customer base), negotiable instruments, domain names, contract rights, general intangibles and chattel paper (each as defined in the U.S. Uniform Commercial Code) in which Customer has any interest now owned or hereafter acquired; and the products, proceeds and substitutions of all the foregoing, including but not limited to insurance proceeds (collectively, the "Collateral"). Customer hereby appoints ESI/ISPWN/WLS as its attorney-in-fact to sign on its behalf any and all financing statements and continuation statements as ESI/ISPWN/WLS may require for purposes of perfecting and continuing the perfection of each security interest in the Collateral. Said security interest may be secured by a UCC filing, and may only be exercised if Customer becomes insolvent or if Customer defaults in their payments to ESI/ISPWN/WLS. If Customer is on the Pre-Paid option 5.7 is waived.

ESI/ISPWN/WLS and Customer acting through the undersigned, which represent that they are duly authorized by ESI/ISPWN/WLS and Customer respectively, by their signatures hereto, acknowledge that they have read this Service Level Agreement and agree to the terms and conditions set forth herein.

COMPANY: Easy Systems, Inc	RESELLER:
By: _____	Signature: _____
Name: Mathew Carley	Name: _____
Title: Chairman, President & CIO	Title: _____
Dated: _____	Dated: _____

Reserved for future use - Do not sign this page. Reserved for future use - Do not sign this page.





delivery method the parties agree to in writing.

- b) **Risk of Loss Shifts on Delivery:** ESI/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:** ESI/ISPWN/WLS shall provide RESELLER with the marketing, promotional, and other information in English about the Products that ESI/ISPWN/WLS typically provides to other distributors of its Products.
- b) **Regulatory Documentation:** On RESELLER's reasonable request, ESI/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 ESI/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 ESI/ISPWN/WLS that it is accepting them.
- c) **Deemed Acceptance:** RESELLER will be deemed to have accepted Products if
  - i. RESELLER fails to notify ESI/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 ESI/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 ESI/ISPWN/WLS a written list detailing each failure, and ESI/ISPWN/WLS shall promptly deliver to RESELLER any Products necessary to remedy each failure, at no expense to RESELLER.
- e) **Changes to Products:** ESI/ISPWN/WLS may discontinue or modify the Products, modify the Product specifications, or replace the Products with similar ESI/ISPWN/WLS or third party products, except that ESI/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 ESI/ISPWN/WLS:** RESELLER shall pay ESI/ISPWN/WLS's list price for each Product, as listed in the attached to this agreement, less RESELLER's Discount. Price for ESI/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 ESI/ISPWN/WLS.
- c) **Changes to prices:**
  - i. **Notice of Upcoming Changes:** If ESI/ISPWN/WLS changes its list prices, ESI/ISPWN/WLS shall give 1 Day's notice before implementing those changes.
  - ii. **No Effect on Outstanding Purchase Orders:** Changes to ESI/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 ESI/ISPWN/WLS sells Products to any third party at a price lower than what it charges RESELLER for those Products, ESI/ISPWN/WLS shall pay RESELLER the difference between what it charged RESELLER and the price it charged the third party.
- f) **Invoice Delivery:** ESI/ISPWN/WLS shall invoice RESELLER for each delivery of Products within 7 Business Days after RESELLER accepts the delivery.
- g) **Invoice Procedure and Requirements:** ESI/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.









AUTHORIZED EASY SYSTEMS INC (ISP WHOLESAL NETWORKS/WHITE LABEL SIM) MASTER SERVICE AGREEMENT AND ADDENDUMS



- d) **Trademark Use:** RESELLER shall comply with all of ESI/ISPWN/WLS's policies regarding the use and display of ESI/ISPWN/WLS/ESI/ISPWN/WLS name, trademarks, logos, and other identifying information that ESI/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:**
- i. **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.
  - ii. **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.
  - iii. **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 ESI/ISPWN/WLS (as an indemnified party) against all losses and expenses arising out of any proceeding brought by either a third party or ESI/ISPWN/WLS, and arising out of RESELLER's breach of its obligations, representations, warranties, or covenants under this agreement.
- b) **Indemnification by ESI/ISPWN/WLS:** ESI/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.



AUTHORIZED EASY SYSTEMS INC (ISP WHOLESAL NETWORKS/WHITE LABEL SIM) MASTER SERVICE AGREEMENT AND ADDENDUMS



- c) **Mutual Indemnification:** Each party (as an indemnifying party) shall indemnify the other (as an indemnified party) against all losses arising out of any proceeding brought by either a third party or an indemnified party, and arising out of the indemnifying party's willful misconduct or gross negligence.
- d) **Exclusions:** Neither party will be required to indemnify the other against losses to the extent the other party acted unlawfully, negligently, or intentionally to cause those losses.
- e) **Notice and Failure to Notify:**
  - i. **Notice Requirement:** Before bringing a claim for indemnification, the indemnified party shall notify the indemnifying party of the indemnifiable proceeding, and deliver to the indemnifying party all legal pleadings and other documents reasonably necessary to indemnify or defend the indemnifiable proceeding.
  - ii. **Failure to Notify:** If the indemnified party fails to notify the indemnifying party of the indemnifiable proceeding, the indemnifying will be relieved of its indemnification obligations to the extent it was prejudiced by the indemnified party's failure.
- f) **Defense:** The indemnifying party may elect to defend the indemnified party in the proceeding by giving prompt written notice after receiving notice of the proceeding.
- g) **Authority to Contest, Pay, or Settle:** The indemnifying party may contest, pay, or settle the proceeding without obtaining the indemnified party's consent, only if the indemnifying party's decision does not require the indemnified party to make any admission that it acted unlawfully, does not effect any other legal proceeding against the indemnified party, provides that the indemnifying party will pay the claimant's monetary damages in full, and requires claimant release the indemnified party from all liability related to the proceeding.
- h) **Exclusive Remedy:** The parties' right to indemnification is the exclusive remedy available in connection with the indemnifiable proceedings described in this section.
- i) **Limitation on Liability:**
  - i. **Mutual Limitation on Liability:** Neither party will be liable for breach-of-contract damages that are remote or speculative, or that the breaching party could not reasonably have foreseen on entry into this agreement.
  - ii. **ESI/ISPWN/WLS's Maximum Liability:** ESI/ISPWN/WLS's aggregate liability under this agreement will not exceed the amount of fees RESELLER has paid to ESI/ISPWN/WLS.

## 19. Definitions

"Books and Records" means all books and records, including books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, lists of parties to and prospects for franchise agreements, supplier lists, production data, quality control records and procedures, customer complaints, inquiry files, research, development files, records, data (including all correspondence with any Governmental Authority), sales material and records (including pricing history and sales and pricing policies and practices), strategic plans, marketing and promotional surveys, and material, research, and files relating to Intellectual Property.

"Business Day" means a day other than a Saturday, a Sunday, or any other day on which the principal banks located in New York, New York are not open for business.

"Current Term" is defined in section TERM.

"Delivery Date" is defined in section ORDERS.

"Disclosure Schedule" means the schedules delivered, before the execution of this agreement, by each party to the other party which list, among other things, items the disclosure of which is necessary or appropriate either in response to an express disclosure requirement contained in a provision of this agreement or as an exception to one or more of the representations or warranties made by the party, or to one or more of the covenants of the party.

"Discount" is defined in section PRICE.

"Effective Date" is defined in the introduction to this agreement.

"Encumbrances" means any pledges, liens, charges, security interests, leases, title retention agreements, mortgages, restrictions, developments or similar agreements, easements, rights-of-way, title defects, options, adverse claims, or encumbrances of any kind.

"Governmental Authority" means

(a) any federal, state, local, or foreign government, and any political subdivision of any of them,

(b) any agency or instrumentality of any such government or political subdivision,

(c) any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that its rules, regulations or orders have the force of law), and



AUTHORIZED EASY SYSTEMS INC (ISP WHOLESAL NETWORKS/WHITE LABEL SIM) MASTER SERVICE AGREEMENT AND ADDENDUMS



(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



AUTHORIZED EASY SYSTEMS INC (ISP WHOLESAL NETWORKS/WHITE LABEL SIM) MASTER SERVICE AGREEMENT AND ADDENDUMS



- 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.



**AUTHORIZED EASY SYSTEMS INC (ISP WHOLESAL NETWORKS/WHITE LABEL SIM) MASTER SERVICE AGREEMENT AND ADDENDUMS**



- f) **Construction of Terms:** The parties have each participated in settling the terms of this agreement. Any rule of legal interpretation to the effect that any ambiguity is to be resolved against the drafting party will not apply in interpreting this agreement.
- g) **Conflict of Terms:** If there is any inconsistency between the terms of this agreement and those in any schedule to this agreement or in any document entered into under this agreement, the terms of this agreement will prevail. The parties shall take all necessary steps to conform the inconsistent terms to the terms of this agreement.

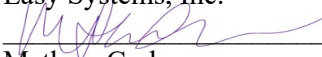
**22. Binding Effect:** This agreement will benefit and bind the parties and their respective heirs, successors, and permitted assigns.

**Reseller and Notice Information:**

The following specified the parties to this Addendum and the address and contact information for delivery of all written notices under the Addendum:

<b>Provider:</b> Easy Systems, Inc <b>Address:</b> P.O. Box 87772, Tucson, AZ 85754 <b>Telephone:</b> +1 520-355-7800 <b>Contact:</b> ISPWN/White Label SIM <b>E-mail:</b> iptv@ispwn.com	<b>Customer Name:</b> _____ ("Reseller") <b>Address:</b> _____ _____ <b>Telephone:</b> _____ <b>Contact:</b> _____ <b>E-mail:</b> _____
---	---

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date below by executing below, the Reseller affirms that it has received and read the above identified schedule and agrees to be bound by their terms and conditions.

<b>COMPANY:</b> Easy Systems, Inc. <b>By:</b>  <b>Name:</b> Mathew Carley <b>Title:</b> Chairman, President & CIO <b>Dated:</b> _____	<b>RESELLER:</b> _____ <b>Signature:</b> _____ <b>Name:</b> _____ <b>Title:</b> _____ <b>Dated:</b> _____
--	---

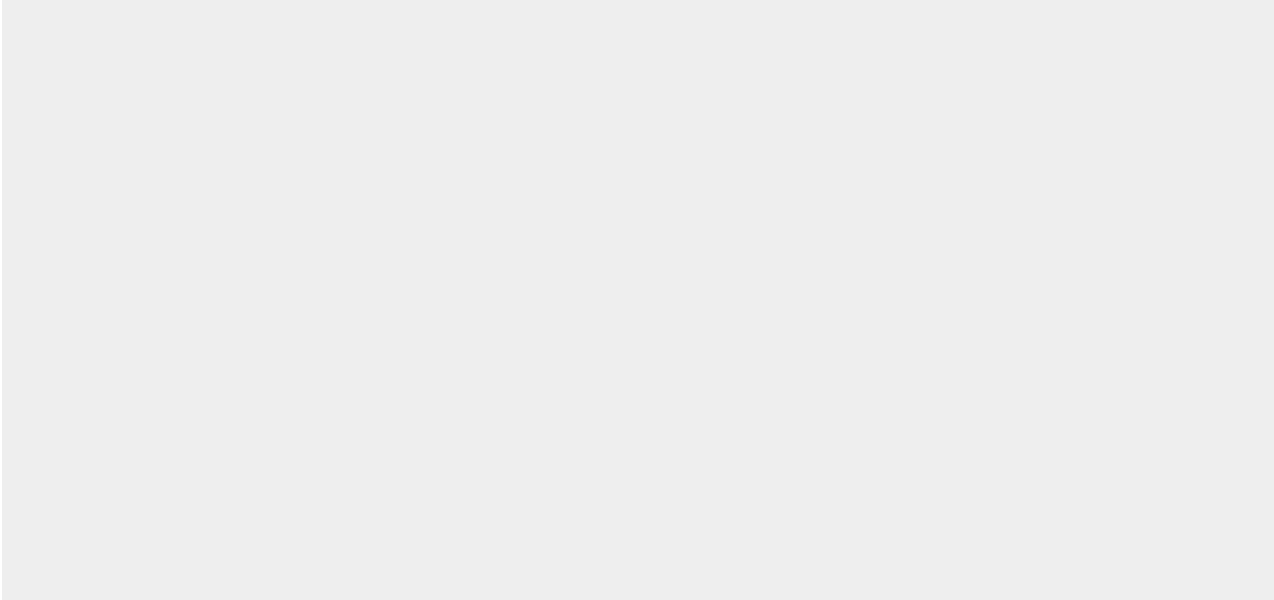
By initialing below on this page, Reseller agrees to add this service in conjunction to the Master Service Agreement within.





**Addendum 7 – Software as a Service (Backoffice only)**

Reserved for future use - Do not sign this page. Reserved for future use - Do not sign this page. Reserved for future use - Do not sign this page.





## Addendum 8 – Network and IP Monitoring

This Network and IP Management Agreement is hereby entered into as of \_\_\_\_\_, and outlines the Agreement between ESI/ISPWN/WLS and \_\_\_\_\_ hereafter referred to as “Customer” and sets forth the terms and conditions under which ESI/ISPWN/WLS will provide monitoring services to Customer.

This pricing addendum runs in conjunction with the Master Services Wholesale agreement, any service not listed herein must be under their own agreement. Customer must agree to the terms set forth in this agreement to validate the pricing for the Network and IP Monitoring.

### Remote Device Monitoring Services

Service Assurance and Response Time Monitoring can be performed on any network connected device with an IP accessible via the public Internet with ACL allowing access from our monitoring systems’ IP addresses. For those devices on private IP networks, VPN or direct private network connection (both available at additional cost) can be used. Monitors run 24x7x365 and poll time can be determined.

### Standard Services:

1. Network Services
  - TCP port availability
  - TCP port response time
  - Service check
    - Check if a service is listening on a port, and also check that it is responding properly. This method is currently supported for standard services such as: FTP, IMAP, LDAP, NNTP, POP3, SMTP, HTTP, HTTPS, SSH, Telnet, etc.
    - Check if there is something listening on a specific TCP port, informing if a service is available
2. ICMP Ping
  - Server availability
  - ICMP response time
  - Packet loss
3. SNMP Poll
  - Collect data from devices with SNMP agent versions v1, v2 or v3
  - Standard SNMP MIB-2 support

### Notification Features:

1. Threshold of collected performance data or service response latency data can be customized. Notifications will be sent as per designed at the time of implementation on the monitoring system.
  - E-mail
  - SMS Text
  - Phone call origination

### Advanced Services (available at additional cost):

1. Custom Agent Installed
  - CPU Status
  - Temperature status
  - Disk status
  - Network utilization
  - Log analysis
2. Specific application monitoring
  - WEB services
  - Database
  - Other applications
3. Custom monitoring
  - To customer specification



**AUTHORIZED EASY SYSTEMS INC (ISP WHOLESAL NETWORKS/WHITE LABEL SIM) MASTER SERVICE AGREEMENT AND ADDENDUMS**



Monitoring activation and setup fee is a \$500.00 one time fee, payable at the signing of this agreement.

All monitoring is 24x7x365

Pricing is based on the term requested:

- Month to Month = \$17.00 per month
- 1 Year Term = \$15.00
- 2 Year Term = \$13.00
- 3 Year Term = \$11.00

Any service not being purchased through ESI/ISPWN/WLS; Must at the time of setup have complete IP information including but not limited to Modem IP (both public and private), router IP and any devices or ports behind these that the customer wishes to have monitored.

Initial setup of the monitoring system is expected to be 5 to 7 business days depending on the complexity of the network and availability of a member of the customer to assist in the implementation of the service request.

Customer represents that the person executing this Agreement has been duly authorized by Customer to execute the terms and conditions contained herein. Customer, 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 Customer 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 of the day and year first above written:

<b>COMPANY:</b> Easy Systems Inc	<b>RESELLER:</b>
<b>By:</b>	<b>Signature:</b>
<b>Name:</b> Mathew Carley	<b>Name:</b>
<b>Title:</b> Chairman, President & CIO	<b>Title:</b>
<b>Dated:</b>	<b>Dated:</b>

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



**Addendum 9 – Wireless (Cellular) Data 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 1-8 above.

**Equipment:**

All equipment used for the wireless service must be approved for use on network operators on which Hayai/WLS services operate & 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 to 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.

*Services may not be immediately available in all countries and may be subject to timelines for integration between WLS and carrier billing & provisioning systems.*

- If you are operating services in multiple jurisdictions using multiple entities, please sign & submit this addendum as many times as is applicable for each entity or jurisdiction.



**AUTHORIZED EASY SYSTEMS INC (ISP WHOLESAL NETWORKS/WHITE LABEL SIM) MASTER SERVICE AGREEMENT AND ADDENDUMS**



- If you are operating services in multiple jurisdictions using a single entity or using wholly owned subsidiaries, please sign as the ultimate parent entity and countries it intends to operate in the space below and/or on a separate page.

This may determine both the total license fees due to Hayai/WLS for use of it's software platforms and access to carriers and network operators as well as services/plans available to the Reseller.


**Customer and Notice Information:**

The following specified the parties to this Addendum and the address and contact information for delivery of all written notices under the Addendum:


<b>Provider:</b> Hayai Ltd <b>Address:</b> 90 Durham St, Ashhurst, Manawatu-Wanganui 4810, New Zealand <b>Telephone:</b> +1 217-717-9379 <b>Contact:</b> International Wholesale <b>E-mail:</b> wholesale@hayai.nz	<b>Customer Name:</b> _____ ("Reseller") <b>Address:</b> _____ <b>Telephone:</b> _____ <b>Contact:</b> _____ <b>E-mail:</b> _____
--	--

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date below:

EXECUTED as of the day and year first above written:

<b>COMPANY:</b> Hayai Ltd <b>By:</b>  <b>Name:</b> Mathew Carley <b>Title:</b> Founder, Managing Director & CIO <b>Dated:</b> _____	<b>RESELLER:</b> _____ <b>Signature:</b> _____ <b>Name:</b> _____ <b>Title:</b> _____ <b>Dated:</b> _____
--	---

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

Authorized Reseller Agreement – Proprietary Information – Revision 21/10/21  
 Company Initials 

Reseller Initials 



### Addendum 10 – Global SIM/Cloud SIM Services

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 1-8 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 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).

A list of available countries & networks, along with a description of billing/balance rates is available at <https://ispwn.com/sites/ispwn.com/files/GlobalSIM.pdf>





**AUTHORIZED EASY SYSTEMS INC (ISP WHOLESAL NETWORKS/WHITE LABEL SIM) MASTER SERVICE AGREEMENT AND ADDENDUMS**



**CloudSIM services:**

- Daily services are billed only on days the device connects to the network, however, will be subject to a term contract with a recurring monthly minimum purchase of 2 days and are priced on a per-region basis, defined by the cost of connectivity as listed at <https://ispwn.com/faq/cloudsim-daypass-regions>
- Monthly plans can be purchased on a worldwide or continental basis as listed at <https://ispwn.com/faq/cloudsim-countries>

Reseller will be required to purchase a suitable CloudSIM MiFi or Smartphone device for use with the service.

- If you are operating services in multiple jurisdictions using multiple entities, please sign & submit this addendum as many times as is applicable for each entity or jurisdiction.
- If you are operating services in multiple jurisdictions using a single entity or using wholly owned subsidiaries, please sign as the ultimate parent entity and countries it intends to operate in the space below and/or on a separate page.

This may determine both the total license fees due to Hayai/WLS for use of it's software platforms and access to carriers and network operators as well as services/plans available to the Reseller.


**Customer and Notice Information:**

The following specified the parties to this Addendum and the address and contact information for delivery of all written notices under the Addendum:

<b>Provider:</b> Hayai Ltd <b>Address:</b> 90 Durham St, Ashhurst, Manawatu-Wanganui 4810, New Zealand <b>Telephone:</b> +1 217-717-9379 <b>Contact:</b> International Wholesale <b>E-mail:</b> wholesale@hayai.nz	<b>Customer Name:</b> _____ ("Reseller") <b>Address:</b> _____ _____ <b>Telephone:</b> _____ <b>Contact:</b> _____ <b>E-mail:</b> _____
--	---

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date below:

EXECUTED as of the day and year first above written:

<b>COMPANY:</b> Hayai Ltd <b>By:</b>  <b>Name:</b> Mathew Carley <b>Title:</b> Founder, Managing Director & CIO <b>Dated:</b> _____	<b>RESELLER:</b> _____ <b>Signature:</b> _____ <b>Name:</b> _____ <b>Title:</b> _____ <b>Dated:</b> _____
--	---

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

Authorized Reseller Agreement – Proprietary Information – Revision 21/10/21  
 Company Initials 

Reseller Initials 





**AUTHORIZED EASY SYSTEMS INC (ISP WHOLESAL NETWORKS/WHITE LABEL SIM) MASTER SERVICE AGREEMENT AND ADDENDUMS**



- \$10 per subscriber per month for unlimited data (terrestrial)
- In-Flight WIFI is \$20 per subscriber per month for unlimited data (includes terrestrial hot spot access)
- If you are operating services in multiple jurisdictions using multiple entities, please sign & submit this addendum as many times as is applicable for each entity or jurisdiction.
- If you are operating services in multiple jurisdictions using a single entity or using wholly owned subsidiaries, please sign as the ultimate parent entity and countries it intends to operate in the space below and/or on a separate page.

This may determine both the total license fees due to Hayai/WLS for use of it's software platforms and access to carriers and network operators as well as services/plans available to the Reseller.


**Customer and Notice Information:**

The following specified the parties to this Addendum and the address and contact information for delivery of all written notices under the Addendum:

<b>Provider:</b> Hayai Ltd <b>Address:</b> 90 Durham St, Ashhurst, Manawatu-Wanganui 4810, New Zealand <b>Telephone:</b> +1 217-717-9379 <b>Contact:</b> International Wholesale <b>E-mail:</b> wholesale@hayai.nz	<b>Customer Name:</b> _____ ("Reseller") <b>Address:</b> _____ _____ <b>Telephone:</b> _____ <b>Contact:</b> _____ <b>E-mail:</b> _____
--	---

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date below:

EXECUTED as of the day and year first above written:

<b>COMPANY:</b> Hayai Ltd <b>By:</b>  <b>Name:</b> Mathew Carley <b>Title:</b> Founder, Managing Director & CIO <b>Dated:</b> _____	<b>RESELLER:</b> _____ <b>Signature:</b> _____ <b>Name:</b> _____ <b>Title:</b> _____ <b>Dated:</b> _____
--	---

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