



HAYAI SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement # [redacted] (the "Agreement") is entered into as of [redacted] : "Effective Date") by and between HAYAI LIMITED, a NEW ZEALAND Limited Liability Company (the "Company"),

and

[redacted] (the "Reseller"), located at [redacted]

and together with the Company, the "Parties").

This agreement covers all white & private-labeled SaaS software, including CRM, ERP, POS, HR, e-Commerce, Streaming TV, Video on Demand, VOIP, SMS, APIs, Payments, Apps, and other platforms or systems as either new or existing products/services developed by, in development by or within the realm of facilitating, provisioning or managing telecommunication-adjacent services provided by the company and/or it's affiliated entities.

RECITALS

WHEREAS, the Company is engaged in the business of hosting, storing, and transferring data over the World Wide Web (the "Web"), providing APIs and hooks in to Telecommunications providers; and

WHEREAS, the Reseller wishes to engage the Company as an independent contractor for the Reseller for the purpose of hosting the Reseller's customer portal, point of sale and/or app(s) (the "Website") on it's platform so that it is available on the Web on the terms and conditions set forth below; and

WHEREAS, the Company wishes to host the Website and agrees to do so under the terms and conditions of this Agreement; and

WHEREAS, this agreement specifically covers the following undertaking(s):

and

WHEREAS, each Party is duly authorized and capable of entering into this Agreement.

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, the Parties hereby agree as follows:

1. PURPOSE.

the Reseller hereby engages the Company, and the Company hereby accepts such engagement, to perform the services described in Exhibit A attached hereto and made a part hereof, in connection with the hosting of the Website (the "Services").

the Reseller hereby appoints and engages the Company, and the Company hereby accepts this appointment, to perform the services described in Exhibit A attached hereto and made a part hereof, in connection with the design and development of the Website (collectively, the "Services").

Company-submitted content and artwork shall be owned by the Reseller, however, underlying frameworks, modules and code may be open-source or remain property of the developer where these instances are developed for or implemented to enhance the overall platform. The combination of modules to create the structure of the website and developer-created artwork shall remain property of the developer. The back-office (CMS, CRM, ERP) & front-end e-commerce system



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shall remain property of and hosted on the developer's infrastructure or designated content delivery network and operated on the basis of “software as a service” (SAAS) as part of the dealer programme.

2. COMPENSATION.

The total compensation for the Services shall be as set forth in Exhibit A hereto. Payments shall be made according to the payment schedule set forth in Exhibit A hereto.

3. TERM.

This Agreement is effective as of the Effective Date and shall continue in force, unless otherwise terminated in accordance with the provisions of The Reseller’s Master Service Agreement.

4. TERMINATION.

(a) Types of Termination. This Agreement may be terminated:

- (i) By either Party on provision of NINETY (90) days’ written notice to the other Party.
- (ii) By either Party for a material breach of any provision of this Agreement by the other Party, if the other Party’s material breach is not cured within NINETY (90) days of receipt of written notice thereof.
- (iii) By the Reseller in accordance with the provisions set forth in Sections 10.(a) and (b).
- (iv) By the Reseller at any time and without prior notice, if the Company is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the Reseller, or is guilty of serious misconduct in connection with performance under this Agreement.

(b) Responsibilities after Termination. Following the termination of this Agreement for any reason, the Reseller shall promptly pay the Company according to the terms of Exhibit A for Services rendered before the effective date of the termination (the “Termination Date”). The Company acknowledges and agrees that no other compensation, of any nature or type, shall be payable hereunder following the termination of this Agreement. The Company shall return to the Reseller all materials and information the Reseller has provided to the Company in connection with this Agreement, no later than THIRTY (30) days after the Termination Date provided, however, that the Company shall maintain one complete electronic copy of the Website, including all underlying code, for 90 days, at which time the Company shall delete this copy of the Website from all of its computers and media if services are not reinstated. It is the responsibility of the Reseller to appropriately transfer their own customer data to another medium upon termination. All customer data shall remain in the main database(s) maintained by Hayai and/or the respective carriers from whom the reseller has procured services during the term of this agreement and for the purposes of record keeping, data integrity & compliance shall not be removed even after the severance of this agreement.

5. RESPONSIBILITIES.

(a) Of the Company. The Company agrees to do each of the following:

- (i) Create the Website as detailed in Exhibit A to this Agreement, and extend its best efforts to ensure that the content and design of the Website meets the Reseller’s needs.
- (ii) Company the Website as detailed in Exhibit A to this Agreement.
- (iii) Devote as much productive time, energy, and ability to the performance of its duties hereunder as may be necessary to provide the required Services in a timely and productive manner.
- (iv) Perform the Services in a workmanlike manner and with professional diligence and skill, using fully-trained, skilled, competent, and experienced personnel.
- (v) Provide Services that are satisfactory and acceptable to the Reseller and take every step to ensure the Website remains up and running and that any time the Website is off-line is kept to a minimum.



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- (vi) Communicate with the Reseller regarding progress it has made [with respect to the milestones listed in Exhibit A] [in performing the Services].
- (vii) Monitor the overall performance of the Website for functionality, and maintain the Website as detailed in Exhibit A to this Agreement.
- (viii) Ensure the underlying systems and modules are kept reasonably up to date (including server OS and website frameworks) and audited.
- (ix) Maintain password secrecy and notify the Reseller immediately of any loss or theft of passwords or if the confidentiality of any password has been compromised.
- (b) Of the Reseller. the Reseller agrees to do each of the following:
 - (i) Engage the Company as the host of its Website as further detailed in Exhibit A to this Agreement.
 - (ii) Provide all assistance and cooperation to the Company in order to enable the Company to ensure the Website remains up and running and that any time the Website is off-line is kept to a minimum.
 - (iii) Provide initial information and supply all materials comprising the Website within TEN (10) days of the Effective Date by email to dealer-portal@hayai.nz OR USB Flash Drive to Company Mailing Address.
 - (iv) Register the Website’s domain name and pay any fees associated with these activities OR utilize a generic subdomain provided by the company. The URL of the domain for use with the platform are:

_____.
- (v) Maintain password secrecy and notify the Company immediately of any loss or theft of passwords, or if the confidentiality of any password has been compromised.

6. MAINTENANCE

This Agreement allows the Company access for minor web site maintenance to website software over a THIRTY (30) day period (the “Maintenance Period”) to perform minor updates to the system or underlying server software, equating to an average of one quarter hour per instance, and does not include tasks which can be undertaken by the reseller on a live site, such as changing prices, updating links and making minor or major changes to copy, replacing nearly all text from a page with new text, major page reconstruction, new pages, guest books, discussion webs, navigation structure changes, attempted updates by Company repairs or web design projects delivered to the Reseller via FTP, CD, or USB drive. If required, this maintenance will be provided to the Reseller at the Company’s standard professional rate of compensation, as listed in Exhibit A.

The Maintenance Period begins on the date the Reseller’s Website is published to the Reseller’s hosting service or 14 days from the Effective Date, whichever comes first.

Very minor page code changes will be included under this Section 6, but major code customizations and/or database structural changes and customizations will be charged at the discretion of Company’s at applicable hourly rates. Maintenance and security updates shall be performed by the Company without cost to the Reseller.

7. MAINTENANCE REQUESTS

(a) Procedure for Request. the Reseller must submit all requests for maintenance (each, a “Company Maintenance Request”) to the Provider via email. A Company Maintenance Request must (i) provide the Provider with clear and specific instructions, (ii) be reasonable in nature, and (iii) be within the scope of the Services. All materials transferred to the Provider in connection with a Company Maintenance Request must be in an acceptable format.

(b) Review and Inspection. The Provider will promptly notify the Reseller when the work required under a Company Maintenance Request is complete so that the Reseller can review and inspect such work to ensure its accuracy. the Reseller will notify the Provider of any errors, omissions, and other issues via email or telephone as soon as



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practicable following discovery. The Provider will use best efforts to resolve any such errors, omissions, and issues as quickly as possible.

8. CONFIDENTIAL INFORMATION.

The Company agrees, during the Term and for a period of THREE (3) years thereafter, to hold in strictest confidence and not to use, except for the benefit of the Reseller or as required by law, or to disclose to any person, firm, or corporation without the prior written authorization of the Reseller, any Confidential Information of the Reseller. “Confidential Information” means any of the Reseller’s proprietary information, technical data, trade secrets, or know-how, including, but not limited to, research, product plans, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information disclosed to the Company by the Reseller either directly or indirectly. The Company may use the Confidential Information to the extent necessary for negotiations, discussions, and consultations with the Reseller’s personnel or authorized representatives or for any other purpose the Reseller may hereafter authorize in writing. At the request of the Reseller, the Company must promptly return all copies of Confidential Information received from the Reseller, and must promptly destroy all other Confidential Information prepared by the Company, including, without limitation, any notes, reports, or other documents. All customer data shall remain in the main database(s) maintained by Hayai and/or the respective carriers from whom the reseller has procured services during the term of this agreement and for the purposes of record keeping, data integrity & compliance shall not be removed even after the severance of this agreement.

9. PARTIES’ REPRESENTATIONS AND WARRANTIES.

(a) The Parties each represent and warrant as follows:

- (i) Each Party has full power, authority, and right to perform its obligations under the Agreement.
- (ii) This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors’ rights generally and equitable remedies).
- (iii) Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a party.

(b) The Company hereby represents and warrants as follows:

- (i) The Company has the sole right to control and direct the means, details, manner, and method by which the Services required by this Agreement will be performed.
- (ii) The Company has the experience and ability to perform the Services required by this Agreement.
- (iii) The Company has the right to perform the Services required by this Agreement at any place or location, and at such times as the Company shall determine.
- (iv) The Services shall be performed in accordance with and shall not violate any applicable laws, rules, or regulations, and the Company shall obtain all permits or permissions required to comply with such laws, rules, or regulations.
- (v) The Services required by this Agreement shall be performed by the Company or the Company’s staff, and the Reseller shall not be required to hire, supervise, or pay any assistants to help the Company perform such Services.
- (vi) The Company is responsible for paying all ordinary and necessary expenses of its staff.

(c) the Reseller hereby represents and warrants as follows:

- (i) the Reseller will make timely payments of amounts earned by the Company under this Agreement and as detailed in Exhibit A hereto.
- (ii) the Reseller shall notify the Company of any changes to its procedures affecting the Company’s obligations under this Agreement at least THIRTY (30) days before implementing such changes.



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(iii) the Reseller shall provide such other assistance to the Company as it deems reasonable and appropriate.

10. HOSTING SERVICE LEVELS.

The Company must use commercially reasonable efforts to insure that the Website is available on the Web except during scheduled maintenance as set forth on Exhibit A hereto.

- (a) Routine Maintenance Disruptions. If the cumulative downtime of the Website resulting from scheduled maintenance as set forth on Exhibit A hereto exceeds FORTY EIGHT (48) hours during any thirty (30) day period (unless such downtime is approved in advance by the Reseller), the Reseller may, in its sole discretion, terminate the agreement immediately by giving written notice to the Company; provided, however, that such immediate termination may issue only if the disruption or disruptions do not arise from any action or inaction of the Reseller.
- (b) Unforeseen Company Disruptions. The Company shall inform the Reseller immediately of any unforeseen disruption of the Services arising from causes that are beyond the Company's control, including, but not limited to, actions or failures of third parties, and of any remedial actions being taken to minimize the effects and length of any such disruption. The Company will not be liable for damages to the Reseller resulting from the disruption of the Services that are beyond its reasonable control. Notwithstanding the foregoing, if the Website's availability is disrupted for a reason other than scheduled maintenance for (i) twenty-four (24) consecutive hours, (ii) () periods of () minutes or more during a () day period, or (iii) THREE (3) periods of FOUR (4) hours or more during a THIRTY (30) day period, the Reseller may, in its sole discretion, terminate the Agreement immediately by giving written notice to the Company; provided, however, that such immediate termination may issue only if the disruption or disruptions do not arise from any action or inaction of the Reseller.
- (c) Website Back up. The Company must back up the Website as set forth on Exhibit A hereto. Backups shall be automated and backed up no less than every 7 days; and backups shall be tested every 90 days.

11. WEBSITE PROBLEMS; SECURITY.

The Provider must use commercially reasonable efforts to minimize disruption of the Website and to schedule Website maintenance in accordance with Exhibit A hereto.

a. In the event of a problem with the Website, the Provider agrees to provide the following levels of support:

(a) Urgent Problem. If the Website suffers from an urgent problem, including, but not limited to, the Website becoming unusable, the Provider understands that time is of the essence and will use best efforts to correct the problem as soon as possible. The Provider will continue to update the Reseller of the status of the problem until the problem is resolved, at which time, the Provider will immediately notify the Reseller that the problem has been corrected.

(b) If the Provider becomes aware of an urgent problem before the Reseller becomes aware of it, the Provider will immediately notify the Reseller of such problem.

(c) Non-Urgent Problem. If the Website suffers from a non-urgent problem, the Provider understands that time is of the essence and will use best efforts to correct the problem as soon as possible. The Provider will continue to update the Reseller of the status of the problem until the problem is resolved, at which time, the Provider will promptly notify the Reseller during normal business hours that the problem has been corrected.

(d) If the Provider becomes aware of a non-urgent problem before the Reseller becomes aware of it, the Provider will promptly notify the Reseller during normal business hours of such problem.

b. Security. The Company must take commercially reasonable steps to prevent unauthorized access to the Website and any of the Reseller's Confidential Information, including, but not limited to, any data collected on the Website.

12. NATURE OF RELATIONSHIP.

- (a) Independent Contractor Status. The Company agrees to perform the Services hereunder solely as an independent contractor. The Parties agree that nothing in this Agreement shall be construed as creating a joint



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venture, partnership, franchise, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other. The Company is and will remain an independent contractor in its relationship to the Reseller. the Reseller shall not be responsible for withholding taxes with respect to the Company's compensation hereunder. The Company shall have no claim against the Reseller hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Nothing in this Agreement shall create any obligation between either Party and a third party.

- (b) Indemnification of Company by Company. the Reseller has entered into this Agreement in reliance on information provided by the Company, including the Company's express representation that it is an independent contractor and in compliance with all applicable laws related to work as an independent contractor. If any regulatory body or court of competent jurisdiction finds that the Company is not an independent contractor and/or is not in compliance with applicable laws related to work as an independent contractor, based on the Company's own actions, the Company shall assume full responsibility and liability for all taxes, assessments, and penalties imposed on or against the Company and/or the Reseller resulting from such contrary interpretation, including but not limited to taxes, assessments, and penalties that would have been deducted from the Company's earnings had the Company been on the Reseller's payroll and employed as an employee of the Reseller.

13. WORK FOR HIRE.

Notice of Incorporation of Existing Work. If the Company intends to integrate or incorporate any work that it previously created into any work product to be created in furtherance of its performance of the Services, the Company may freely perform any integration or incorporation.

14. NO CONFLICT OF INTEREST; OTHER ACTIVITIES.

The Company hereby warrants to the Reseller that, to the best of its knowledge, it is not currently obliged under any existing contract or other duty that conflicts with or is inconsistent with this Agreement. During the Term, the Company is free to engage in other website hosting activities; provided, however, the Company shall not accept work, enter into contracts, or accept obligations inconsistent or incompatible with the Company's obligations or the scope of Services to be rendered for the Reseller pursuant to this Agreement.

15. INDEMNIFICATION.

- (a) Of Reseller by Company. The Company shall indemnify and hold harmless the Reseller and its officers, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors, and assigns from and against any and all damages, liabilities, costs, expenses, claims, and/or judgments, including, without limitation, reasonable attorneys' fees and disbursements (collectively, the "Claims") that any of them may suffer from or incur and that arise or result primarily from (i) any gross negligence or willful misconduct of the Company arising from or connected with the Company's carrying out of its duties under this Agreement, or (ii) the Company's breach of any of its obligations, agreements, or duties under this Agreement.
- (b) Of Company by Reseller. the Reseller shall indemnify and hold harmless the Company from and against all Claims that it may suffer from or incur and that arise or result primarily from (i) its hosting or usage of the Reseller's Website in connection with the carrying out of its duties under this Agreement or (ii) the Reseller's breach of any of its obligations, agreements, or duties under this Agreement; provided, however, none of the foregoing result from or arise out of the actions or inactions of the Company.

16. INTELLECTUAL PROPERTY.

- (a) No Intellectual Property Infringement by Company. The Company hereby represents and warrants that the use and proposed use of any software, programs, or applications by the Reseller or any third party to access the Website does not and shall not infringe, and the Company has not received any notice, complaint, threat, or claim alleging infringement of, any trademark, copyright, patent, trade secrets, industrial design, or other rights of any third party. To the extent the software, programs, or applications used to access the Website infringe on



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the rights of any such third party, the Company shall obtain a license or consent from such third party permitting the use of such items.

- (b) No Intellectual Property Infringement by Company. the Reseller represents to the Company and unconditionally guarantees that all text, graphics, photos, designs, trademarks, hyperlinks, or other content on the Website are owned by the Reseller, or that the Reseller has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify, and defend the Company and its subcontractors from any liability (including attorneys' fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Reseller. the Reseller further represents to the Company that its domain names or URL listings do not infringe, dilute, or otherwise violate third-party rights or trademarks.
- (c) Company Property Rights. All tools, know-how, and technology leased or licensed to the Company with respect to the hosting of the Website are the sole property of the Company, and the Reseller has no ownership or other intellectual property rights in or to such items.
- (d) Reseller Property Rights. All text, graphics, photos, designs, trademarks, hyperlinks, or other content provided by the reseller for use on the Website are the property of the Reseller, and the Company has no ownership or other intellectual property rights in or to such items.
- (e) Customer Data. All customer data shall remain in the main database(s) maintained by Hayai and/or the respective carriers from whom the reseller has procured services during the term of this agreement and for the purposes of record keeping, data integrity & compliance shall not be removed even after the severance of this agreement.
- (f) Nature of Website Content. the Reseller represents that the content of the Website is not defamatory or obscene, does not constitute false advertising, and does not violate any applicable laws or regulations. The Company has the right, but not the duty, to review and monitor all Website content submitted for hosting and to reject or remove any Website content it believes in good faith breaches the Reseller's representations made under this Agreement. The Company does not accept responsibility or liability for any errors, inaccuracies or unsuitable content on the Website.

17. LAWS AFFECTING ELECTRONIC COMMERCE.

From time to time, governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. the Reseller agrees that it is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend the Company and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Reseller's exercise of Internet electronic commerce.

18. AUTHORSHIP CREDIT.

The Company may include a byline and link on the bottom of the Website establishing authorship credit. This byline is upon agreement by both the Reseller and the Company and must be removed at any time upon written request by the Reseller.

The Company may include META tags as necessary and appropriate which may establish elements including but not limited to authorship and underlying system information.

19. AMENDMENTS.

No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by both Parties.

20. ASSIGNMENT.

The Reseller may assign this Agreement freely, in whole or in part, with appropriate notice & consent of the company. The Company may not, without the written consent of the Reseller, assign, subcontract, or delegate its obligations under this Agreement; provided, however, that the Company may transfer its right to receive amounts payable for Services under this Agreement, which transfer will be effective only after receipt by the Reseller of written notice thereof.

21. SUCCESSORS AND ASSIGNS.



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All references in this Agreement to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

22. FORCE MAJEURE.

A Party shall be not be considered in breach of or in default under this Agreement on account of, and shall not be liable to the other Party for, any delay or failure to perform its obligations hereunder by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that Party’s reasonable control (each a “Force Majeure Event”); provided, however, if a Force Majeure Event occurs, the affected Party shall, as soon as practicable:

- (a) notify the other Party of the Force Majeure Event and its impact on performance under this Agreement; and
- (b) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations hereunder.

23. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

24. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return-receipt requested) to the respective Parties as follows:

If to the Reseller:

If to the Company:

Hayai Ltd

legal@hayai.nz

Attn: Hayai Legal

25. GOVERNING LAW.

This Agreement shall be governed by the laws of the state of New Zealand. In the event that litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing Party’s reasonable attorneys’ fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

26. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.



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27. SEVERABILITY.

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

28. ENTIRE AGREEMENT.

This Agreement, together with Exhibit A hereto, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

29. HEADINGS.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

EXECUTED as of the day and year first above written:

Table with 2 columns: COMPANY: Hayai Ltd and RESELLER: [Signature line highlighted in yellow]. Rows include Name, Title, and Dated for both parties.

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



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EXHIBIT A – DUTIES, SPECIFICATIONS, AND COMPENSATION

1. SERVICES.

In exchange for the Service Fee, as defined in Section 2 below, the Company will provide the following services (collectively, the “Services”):

- a) Publish the Website to the Web no later than Twenty-Eight Days (28) days after the Effective Date, provided materials are provided per Section 5(b)iii of the Agreement and Section 6 of Exhibit A,
- b) Once published, make the Website available to Internet users at all times, except during scheduled maintenance windows.
- c) Maintain a high-speed, reliable Internet connection capable of handling the Website’s content and supporting concurrent visitors to the Website.
- d) Perform any routine maintenance services or repairs reasonably necessary to maintain the operation of the Website. All routine maintenance must be scheduled between the hours of 0100 to 0400 (according to business time-zone) on Sunday in order to minimize disruption of the Website during peak times. If any extra maintenance is required outside of these hours, the Company will obtain the prior consent of the Reseller and give the Reseller at least ONE (1) hours’ advance notice.
- e) Back up the Website at least ONE (1) time(s) each day (incremental backup) AND at least ONE (1) time(s) each week (full backup) and store the back-up materials in a secure location suitable for such materials.
- f) [ATTACH ANY OTHER AGREED-ON SPECIFICATIONS SEPARATELY]

The Company ~~is~~ **is not** responsible for the creation, design, development, maintenance, or management of the Website.

2. COMPENSATION.

As compensation for the Services, the Reseller agrees to pay the Company per active billable subscriber per month (the “SaaS Fee”), subject to a minimum billing amount for services of \$300 per month. The Company Fee will not increase for a period of TWENTY FOUR (24) months from the date of this Agreement unless additional services or resources are added.

The Reseller agrees to pay the company a ONE-TIME fee (the “Setup Fee”) according to the services chosen in the MSA. This fee may be split up set forth in Exhibit B hereto.

3. PAYMENT SCHEDULE.

The Company will invoice the Reseller the Company Fee on a 30-day basis. Invoices shall be paid on receipt. Each invoice will include any Additional Company Fee(s), as defined in Section 4 below, if applicable.

4. ADDITIONAL COMPANY FEES.

For the additional fee set forth below (each, an “Additional Company Fee”), the Reseller may purchase the following additional services from the Company:

1. Dedicated managed VPSes/clusters/load-balancers at a rate of \$ (varies) per VPS*
2. Dedicated managed servers/clusters/load-balancers at a rate of \$ (varies) per Server*
3. Additional dedicated IP addresses at \$20/IP/month.
4. Additional (non-standard) technical support & custom modifications at a rate of \$217 per hour.



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- There will be no additional charges for security updates, minor modifications, changes or additions to the Website; provided, however, that such modifications, changes, or additions are server ready.

*Additional VPSes/Servers may be added to the resources provided to the Reseller at the company’s discretion and at no additional cost as needed in accordance with the resources used by the Reseller’s instance – in essence, the Company will scale the portal with additional resources as needed. Reseller can opt to upgrade to a dedicated VPS or server prior to resources reaching thresholds as dictated by standard industry practices.

5. REQUIRED MATERIALS: CHECKLIST

Certain materials as listed in the SaaS agreement are required in order to complete a dealer portal in a timely fashion, as is outlined in section 5(b) of the agreement.

These materials include:

- Desired Domain Name (e.g. yourbrand.com for front-end, optional my.yourbrand.com for administration back-end)
- High-Resolution Company Logo(s), at least 1500*1500px, ideally PNG, Photoshop PSD or Illustrator AI format.
- Brand colour scheme, ideally with HEX or RGB colour codes.
- Preferred layout choice from our library (or a quick sketch and we will choose one for you)
- Desired pricing scheme for advertised plans (given that we have thousands of plans cumulatively between wired, wireless & international services, you are able to stagger the introduction of service plans offered to you by Hayai/ISPWN).
- Any other image stock intended for placement on the website (including banners, icons, graphics, photos etc), ideally in PNG or PSD format, or a raw format which can be converted to PNG without loss, or a *high-quality* JPG (at least 3x the resolution of the final image, e.g. 3000*1500px for a 1000*500px image).
- Website text (whether rough draft or final) in English and any other languages desired. *Text in English and some other languages will be proof-read by our team to the best of our ability, however, all text in all languages MUST be checked and signed off by the client prior to publication - the company shall not be held responsible for mistranslations, spelling, syntax or grammatical errors and no guarantee of accuracy shall be placed upon the company.*
- Desired SEO keywords (*optional – these can be auto-generated using website content*)
- SSL Certificate (*optional – server SSL certificates are provided by default courtesy of Let’s Encrypt and are updated every 60 to 90 days. Edge SSL certificates are provided automatically courtesy of CloudFlare*)
- Where applicable:* Technical specifications of any devices being procured (to ensure compatibility with networks in Reseller’s market), in particular, Frequency (MHz or Band), type (FDD/TDD), generation (CDMA1x, 2G, 3G, 4G, LTE, 5G etc)

By signing below, the Parties agree to comply with all of the requirements contained in this Exhibit A.

By:	COMPANY: Hayai Ltd	RESELLER: _____
	By: _____	Signature: _____
	Name: Mathew Carley	Name: _____
	Title: Chairman, President & CIO	Title: _____
	Dated: _____	Dated: _____



HAYAI SOFTWARE AS A SERVICE AGREEMENT

EXHIBIT B – PAYMENT INSTALLMENT SCHEDULE

Pertinent to written confirmation, the company has hereby agreed to offer the Reseller a payment schedule outside of standard payment parameters.

The parameters agreed to for the purpose of this exhibit are as follows:

Total Amount: _____ US Dollars
Payment Period: _____ Months
Amount due per billing cycle: _____ per period
Period Due Date: _____
Final Due Date: _____

Should any outsourced design or development work be required a bid will be placed to Reseller from Company for approval and payment before any design or development work begins.

During this time any services or equipment ordered will be paid for per the Master Service Agreement.

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By signing below, the Parties agree to comply with all of the requirements contained in this Exhibit B.

By: COMPANY: Hayai Ltd RESELLER:
By: _____ Signature: _____
Name: Mathew Carley Name: _____
Title: Chairman, President & CIO Title: _____
Dated: _____ Dated: _____

This exhibit is void without prior authorization from the Company. Do NOT complete this exhibit if it has not already been signed by the Company.