



Easy Systems, Inc dba ISP Wholesale Networks
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16 June 2020

Reference: MSA Section 3 and Addendum 1 updates

Attention: All wireless agents & resellers

This section hereby modifies the Easy Systems, Inc./ISPWN Master Service Agreement. Pertinent changes to terms are highlighted:

3 BILLING

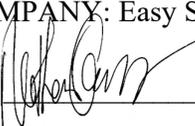
- a. **Terms:** All services are billed on a pre-paid basis. Deposits may be required for some services/networks. Billing cycles shall default to Pro-Rated/Calendar Billing except where otherwise specified in the applicable service addendum.
- b. **Pro-Rated Billing:** Services are pro-rated from the date of activation to the last day of the month ordered, plus the first month of service, installation & activation fees (where applicable). This amount is due on the date of activation. *(Example: if the service is activated on the 15th of the month, the reseller will pre-pay for remaining days of service in that month, plus the first full month of service plus installation & equipment fees. Subsequent months will be billed 30 days in advance on the 1st of each month).*
- c. **Recurring Calendar Billing:** The Company will invoice The Reseller on a pre-paid basis for all applicable services on the 1st of each month for the billing cycle beginning on the 1st of the following month. Invoices are posted in the portal and/or sent to reseller via email by the 7th of the month. Any billing corrections or disputes must be requested by the 15th of the month. *Any lines requiring cancellation must be terminated by 5pm Eastern Time on the 20th of the month so as to not be included in the next bill.*
- d. **Recurring Due Dates:** All pro-rated and pre-pay invoices are due via any available method (per section 4), such that payment for the undisputed amount is received in full by The Company no later than the 20th of each month. *Any invoices left outstanding on the final day of the calendar month will result in deactivation of ALL services and may incur ETFs.*
- e. **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.
- f. **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.
- g. **Chargebacks & Refunds:** Refunds can not be issued for any service (whether in part or in full) under any circumstances. Chargebacks will result in ALL accounts being suspended and/or cancelled, the total amount stated on the invoice plus late fees and all fees charged by banks and/or payment processors becoming due *immediately*, payable using approved methods only.
- h. **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.

- i. **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.
- j. **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.
- k. **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.
- l. **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.
- m. **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.
- n. **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.

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, COO & CIO	Title: _____
Dated: ___ 15 June. 2020 _____	Dated: _____

Addendum 1 – Wireless Data Service

This section hereby modifies the Easy Systems, Inc./ISPWN Wireless Data Service Addendum. Pertinent changes to terms are highlighted:

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, ISPWN may request a demo unit for testing with the available networks to determine compatibility and expected performance.

Activations:

Standard activations and ports are processed on-the-fly by ESI/ISPWN/WLS, and 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 sole discretion of some carriers.

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

The billing cycle for wireless services shall be "Anniversary Date Billing" as defined in section 3 of the Master Service Agreement.

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:

Each carrier may have its 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.

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.

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

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, COO & CIO	Title: _____
Dated: ___ 15 June. 2020 _____	Dated: _____