

OFF-NET MASTER SERVICES AGREEMENT

Version: 4.16.2026

THIS MASTER SERVICES AGREEMENT (hereinafter the "Agreement") is hereby made on this _____ day of _____, _____ by and between:

WAN2LAN INC., with an address of 3312 Pacific Ave, Wildwood, NJ 08260 (hereinafter the "Company")

AND

_____, (hereinafter the "Customer"), a business established under the laws of the State of New Jersey with a service address of _____ (hereinafter the "Property").

Company and Customer are hereinafter collectively referred to as the "Parties".

WHEREAS, the Customer is in need of internet services (the "Service") for the Property, and the Company is in the business of offering the same and has provided a proposal to the Customer, annexed hereto and incorporated by reference herein as Exhibit "A", to furnish the Service described therein; and

WHEREAS, the Parties wish to formally memorialize said Agreement as set forth hereinafter.

NOW THEREFORE, in consideration of the covenants herein contained and for good and valuable consideration, the parties hereto do hereby agree as follows:

1. SCOPE OF SERVICE.

The Company shall provide the Service, as more specifically defined and set forth on the Proposal dated _____, annexed hereto and incorporated by reference herein as Exhibit "A". Service shall include the installation and maintenance of the Company Equipment, as identified on the proposal, to deliver the Service to the Property. The Company may alter the methods, processes, or suppliers by or through which it provides Service, or may at any time substitute comparable Service for that being furnished to Customer.

2. TERM.

This Agreement shall become binding upon full execution. Service shall commence on or after _____ and shall continue for a term of _____ months until expiration of the same on or after _____.

The provisions of this Agreement shall remain in full force and effect throughout the Term and, where specifically set forth, shall survive the termination of this Agreement. Nothing contained herein shall prevent the parties from negotiating an extended and/or modified term in a

subsequent writing acknowledged and signed by both parties. Upon expiration of the Term, the Company shall be entitled to remove all Company Equipment from the Property.

3. BILLING.

The Company shall provide the Service at the rates set forth in Exhibit "A". Monthly recurring charges are billed in advance; usage charges are billed in arrears; and non-recurring charges may be billed in advance or arrears. If Service is made available on a day other than the first day of a monthly billing period or if Service is discontinued on a day other than the last day of a monthly billing period, monthly recurring charges will be prorated for the monthly billing period.

4. PAYMENTS AND CUSTOMER STANDING.

a. Customer must pay all invoiced charges for Service without deduction or setoff within thirty (30) days of the date of an invoice ("Payment Period"). Unless otherwise permitted by Company, payment must be made by way of check or ACH payment. If payment is not tendered within thirty (30) days of the invoice date, Customer shall be responsible for a late payment fee calculated as follows: Seven (\$7.00) Dollars or five (5%) percent, whichever is greater, or the maximum allowed by law if less, of all invoiced amounts not timely paid. The late payment shall be applied on a monthly basis to any past due balances carried forward to subsequent monthly billing periods. Late payment fees shall be compounded on a monthly basis on the first of each month subsequent to nonpayment or insufficient payment from the prior pay period.

b. If Customer fails to make timely payment(s) on two (2) or more occasions during the Term of this Agreement, Company shall notify Customer in writing. Upon receipt of the same and in order to provide assurances of Customer's performance under this Agreement, Customer shall be required to provide Company a deposit in the amount of the average of the last three (3) months of invoice(s) from Company to Customer, with the outstanding amounts owed to be billed against said deposit until exhausted. A failure of Customer to provide said deposit may result in the denial of Service or the suspension (and subsequent termination) of Service being provided to Customer.

5. ACCESS TO PROPERTY.

a. Customer shall provide Company, its employees, agents, and/or contractors with reasonable access to the Property and provide adequate and feasible space for cables, conduits, and equipment, to install, test, inspect, maintain, and repair the Service and/or Company Equipment and/or related equipment situated on or within the Property. If access rights are not held by Customer and are located within a particular property and/or unit owned or possessed by the end user, Customer, at its own cost and expense, shall secure throughout the Service Term such access rights, including, but not limited to, any easements, leases, licenses or other agreements necessary to allow Company to use pathways into and in each building on Customer's Property benefitting from the Service and all units therein, so that Company can timely perform the work necessary to deliver the Service. Such access rights shall grant to

Company the right, without the requirement of notice, to access the Property during business hours of each location and as otherwise reasonably requested by Company to install, maintain, repair, replace, and remove any and all equipment, cables or other devices Company deems necessary to provide Services. Customer shall do nothing to impede the reasonable access of Company, its agents, or its assigns. A failure of Customer to ensure the access specified herein shall constitute a breach of this Agreement. Notwithstanding anything to the contrary herein, Company shall have no liability for any delay or failure in its performance to the extent caused by any delay or failure of Customer, including, but not limited to, the failure to provide Company prompt access, and/or caused by any notice or access restrictions or requirements.

6. AVAILABILITY OF FACILITIES AND SITE READINESS.

A. Service is offered and furnished subject to the availability of all necessary facilities and equipment, including those acquired by Company from or through third parties (the "Provider(s)") Customer shall, at all times, maintain and provide Company with a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for the hosting of any and all equipment necessary for Company's provision of Service. At no time shall Customer interfere with, disrupt, or impede Company's ability to provide Service or perform any work and/or maintenance as necessary to deliver the Service.

B. Within thirty (30) days of the execution of this Agreement, Customer shall ensure that the Property and the conditions of the Property are conducive to receiving the appropriate Services (e.g., permanent electrical power, appropriate CPE, backboard, and other site readiness requirements). The Company shall advise Customer if any site inspection or make ready work is required and the date on which the same is to occur. Should the Property not be prepared for said site inspection or make ready work as a result of the acts or omissions of the Customer, Customer shall be responsible for any expenses incurred as a result of the same. If Company determines, in its sole and absolute discretion, that the Property cannot support the Service, Company shall have the right to terminate this Agreement during the 60-day time period contemplated herein.

7. EQUIPMENT.

A. Any and all Company facilities, including equipment, cables, conduits (the "Equipment") and/or software used to provide Service will remain the exclusive property of Company or its assigns. Risk of loss of the Equipment shall pass to Customer upon installation. Nothing contained in this Agreement shall be interpreted to convey to Customer any right, title or interest in the Equipment, which will remain personal property and shall not constitute a fixture, even if attached to or embedded in realty. Customer may not remove or conceal any identifying plates, tags, or labels affixed to Company Equipment nor may Customer alter, or attempt to alter, any software or equipment furnished as part of Service. Company may substitute or rearrange the Equipment or modify the software, in its sole and absolute discretion to deliver the Service. This Agreement shall not be deemed to convey to Customer, title to any of the Equipment used by Company to provide Service under this Agreement, or of any other facilities owned or operated by Company. Customer shall not create or permit to be created any liens or encumbrances on Company Equipment.

B. Upon termination of this Agreement, the Customer shall return and/or the Company shall be permitted, but not obligated, to remove all Equipment used by Company in the provision of Service which was furnished by Company. The facilities, equipment, software or other materials retrieved or returned will be in the same condition as when initially delivered to Customer, normal wear and tear excepted (“Acceptable Condition”). If Customer fails to return Company property or allow for its retrieval, or if such property is returned but is not in Acceptable Condition, Customer must reimburse Company, upon demand, for the replacement cost of the facilities, equipment, software, and other information or materials provided, as well as any costs incurred by Company resulting from the Customer’s failure to return the Company’s property.

c. With regard to Company Equipment on Customer’s Property, Customer will take all commercially reasonable steps necessary to safeguard and protect that Equipment against damage, theft or loss. If the Company Equipment is damaged, stolen or lost while on Customer’s Property and such does not result from the action or inaction of Company, Customer shall be solely responsible for the repair or full replacement cost of the Equipment and together with any other incidental expenses associated with leasing replacement equipment, obtaining replacement equipment and/or installing replacement equipment.

8. TERMINATION OF AGREEMENT AND DISCONTINUATION OF SERVICE.

Customer acknowledges that the Company is required to make substantial infrastructure investments in order to deliver the Service to Customer and that the same is made on reliance upon Customer honoring the term of this Agreement. As a result of the same, in the event of early termination of the Agreement the Company will suffer damages for the remainder term. Customer acknowledges and understands the same and agrees to be bound as follows:

a. If Customer terminates this Agreement (other than as provided in the event of incurable interruption of Service or Default by the Company) or discontinues Service for any reason prior to the end of the Term, the Customer shall provide the Company with written notice in the manner and form specified herein. Termination of this Agreement may not occur with less than sixty (60) days’ notice. Except as specifically set forth herein, Customer shall not be permitted to terminate this Agreement prior to the expiration of the Term.

b. In the event that Customer terminates this Agreement prior to the expiration of the Term for any reason other than as expressly permitted herein, or in the event of termination by Company as a result of Customer’s default, Customer shall pay to Company, as liquidated damages and not as a penalty, an amount equal to one hundred percent (100%) of all monthly recurring charges that would have been payable for the remainder of the then-current Term. The parties acknowledge and agree that, at the time of entering into this Agreement, the actual damages that would be sustained by Company in the event of such early termination would be difficult or impossible to ascertain with certainty, including, without limitation, Company’s upfront capital expenditures, infrastructure deployment costs, lost profits, and administrative expenses, and that the foregoing amount represents a fair and reasonable estimate of such damages. Payment of such amount shall be due immediately

upon termination and shall be in addition to any other amounts then due and owing under this Agreement.

9. LIMITATION OF COMPANY LIABILITY.

a. Neither Party shall be liable to the other for special, incidental, punitive, exemplary or consequential damage(s), even if advised of the possibility of such damages, resulting from the interruption of Service or in any way connected with the Service provided by the Company unless specifically set forth herein. Notwithstanding the foregoing, the limitations set forth in this Section shall not apply to (i) Customer's obligation to pay all amounts due and owing under this Agreement, including, without limitation, recurring charges, early termination fees, and liquidated damages, (ii) either Party's indemnification obligations under this Agreement, (iii) damages arising from the gross negligence or willful misconduct of a Party, or (iv) Customer's unauthorized use, misuse, or unlawful use of the Service. By executing this Agreement, Customer expressly acknowledges that, given the nature of the Service provided, the same is subject to interruptions and delay beyond the control of the Company. The Company will make commercially reasonable efforts and exercise all appropriate due diligence to mitigate against interruptions and/or lapses in Service but cannot guarantee the same. Customer further recognizes that the internet and internet service consists of multiple participating networks and Provider(s) that are separately owned and operated and not subject to Company's control. Customer agrees that the Company shall not be liable for damages incurred or sums paid when the Service is temporarily unavailable due to malfunction of, or cessation of, internet services by network(s) or Providers not subject to Company's control, or for transmission errors in or corruption of the information carried on such networks or internet service providers. Company shall have no liability for damages incurred or sums paid due to any fault or customer or any third party, or by any harmful components (i.e. computer viruses). Company is not liable for any breach of security on the Customer's network unless the same was the result of the direct negligent act or omission of the Company.

b. Customer's sole remedy for any interruption in Service or Service outage, except for an incurable interruption of service as set forth hereinafter, is the right to receive credits due under this Agreement in the sole and absolute discretion of the Company. The Company's entire liability, and the Customer's sole and exclusive remedy for claims arising under or in any way related to this Agreement is limited to the lesser of the direct damages alleged and proved by customer, or the total amount paid by the Customer to Company following the determination of an incurable interruption. The foregoing limitations apply to all causes of action and claims irrespective of their nature, including breach of contract, breach of warranty, strict liability, negligence, misrepresentation, or any other tort. Notwithstanding the foregoing, credits shall not be provided for any Service Outage: (i) caused by Customer, or employees, agents or subcontractors of Customer; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Company or Customer; (iii) during any period in which Company is not allowed access to the Property; (iv) due to maintenance and repair; (v) caused by network wiring cuts on the Property; (vi) caused by a loss of Service in Customer's internal network wiring, or customer premises equipment.

10. INTERRUPTION AND SUSPENSION OF SERVICE.

a. Customer acknowledges that it shall only be able to terminate this Agreement prior to the expiration of the Term in the event of an incurable interruption of Service to Customer. An incurable interruption of service shall have been deemed to occur if, due to permanent Service unavailability, a revocation and/or denial of authorization, authority and/or permission by any local, state or federal governmental authority and/or court of competent jurisdiction, that otherwise renders the Company incapable of providing the Service.

b. Company shall be entitled to suspend Service in the event of nonpayment or any other material breach of this Agreement. As a prerequisite to this right, the Company shall send written notice of said nonpayment and/or breach to Customer, to which Customer will have thirty (30) days from the date of mailing, to cure or otherwise rectify said breach, except as set forth herein. In the event Customer fails to cure within the prescribed time period, Company shall have the right to temporarily suspend Service until said breach is cured or declare this Agreement terminated.

11. WARRANTIES

a. Each Party represents and warrants it is, and will remain, duly organized, validly existing, and in good standing under the laws of the place of its origin and possesses all the authority necessary to enter into and perform its obligations under this Agreement.

b. The Company represents and warrants that: (a) Service is designed, installed, provided, and maintained in compliance with applicable laws and regulations and that (b) the Company possesses, and will maintain, the approvals, competencies and equipment as necessary to furnish Service to Customer.

c. The Customer represents and warrants that: (a) Customer shall use the Services in compliance with all applicable federal, state and local laws and ordinances, and this Agreement as well as other applicable leases and other contractual agreements between Customer and third parties, (b) that the Property is capable of accommodating the Service, (c) that it will pay all sums due to the Company under this Agreement when due and (d) that it will cooperate with any commercially reasonable requests by Company as necessary for the performance of this Agreement.

d. Exclusion of Other Warranties. The warranties set forth herein are in lieu of all other warranties, written or oral, statutory, express or implied. The Company does not make, and specifically disclaims, any representations, guarantees or warranties of any kind, express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose, course of dealing, usage or trade practice, that Service is error free, uninterrupted or secure from third party attack, that Service is free from defects, will perform in a particular manner or speed or to a particular standard or any quality of service. Company is not ultimately responsible for the quality and/or performance of equipment, hardware or software that is not provided and owned by the Company.

12. INSURANCE.

The Customer acknowledges that the Company is required to make significant investment to develop and install the infrastructure at the Property as needed to deliver the Service. Customer agrees to identify Company as an additional insured on any insurance policies maintained by Customer which cover the Property and shall insure against any loss or damage to the Company's Equipment that may be caused by flood, fire, damage or destruction beyond Company's control and any damage caused to the Property as a result of the malfunction of Company's Equipment. Upon execution of this Agreement, and thereafter upon each renewal of such policies, Customer shall deliver to Company certificates of insurance evidencing the required coverage and additional insured status. Such certificates shall provide that the insurer will endeavor to provide at least thirty (30) days' prior written notice to Company of any cancellation, non-renewal, or material modification. Customer's compliance with the insurance requirements set forth herein shall not limit or relieve Customer of any of its indemnification or other obligations under this Agreement.

13. DEFAULT.

A Party shall be deemed to be in default under this Agreement if any of the following occurs:

a. If Customer fails to make any payment as specified herein, and if such failure continues for ten (10) days after Company gives written notice to Customer of the same, then Company, at its sole and absolute discretion, may elect to pursue one or more of the following courses of action: (i) terminate this Agreement whereupon all sums then due and payable shall become immediately due; (ii) impose any applicable termination liabilities as provided in this Agreement, (iii) suspend all or any part of the Service, and/or (iv) pursue any other remedies as may be provided by this Agreement or at law or in equity. Company may, at its sole option, terminate this Agreement or suspend or disconnect any Service hereunder at any time upon: (i) any insolvency, bankruptcy, assignment for the benefit of creditors, appointment of a trustee or receiver, or similar event with respect to Customer; or (ii) any governmental prohibition or required alteration of the Services to be provided hereunder or any violation of an applicable law, rule, or regulation.

b. In addition to remedies available at law or in equity, the non-defaulting Party may terminate this Agreement if the defaulting Party materially breaches the terms and conditions of this Agreement, other than nonpayment, and fails to cure such breach within thirty (30) days of written notice by the non-defaulting party, provided that such breach is capable of being cured within such thirty (30) day period. If such breach is not capable of cure within thirty (30) days, the defaulting Party shall not be in breach if it immediately begins to cure such breach and diligently continues to do so until the defaulting party is in compliance with the terms of this Agreement.

14. INDEMNIFICATION

Company will defend and indemnify Customer, its employees, directors, officers, and agents from and against any suit, proceeding or other claim, damages, costs and expenses brought by a third party entity (not a Party or an Affiliate of a Party to this Agreement) that is

caused by, arises from, or relates to: (a) damage to real or tangible personal property or personal injuries (including death) arising out of the gross negligence or willful act or omission of Company in the provision of Service; or (b) Company's violation of any of its representations and warranties under this Agreement.

Customer will defend and indemnify Company, its agents, or its assigns from and against any suit, proceeding or other claim, damages, costs and expenses brought by a third party entity (not a Party or an Affiliate of a Party to this Agreement) that is caused by, arises from, or relates to: (a) damage to real or tangible personal property, personal injuries (including death) arising out of the gross negligence or willful act or omission of Customer in the use of the Service; (b) the misuse or unlawful use of the Service and/or (c) Customer's violation of any of its representations and warranties under this Agreement. Customer will defend and indemnify Company, its agents, and its assigns from and against any suit, proceeding or other claim, damages, costs and expenses brought by an entity (not a Party or an Affiliate of a Party to this Agreement) that is caused by, arises from, or relates to: (a) any damages caused by any intentional or illegal acts of Customer in connection with its use of the Service.

15. NOTICES

All notices shall be in writing and shall be deemed made, given, exercised or sent when hand delivered or on the date the same is deposited in the mail if by certified mail, return receipt requested and postage prepaid. A copy of all such notices shall be mailed as follows:

If to the Company, to:

WAN2LAN INC.
C/O Michael Conover Mole
PO BOX 189
Cape May Court House, NJ 08210

With a copy to:

Steven A. Morris, Esq.
The Morris Law Firm LLC
860 Broadway – Suite B
W. Cape May, NJ 08204

If to the Customer, to:

With copy to:

16. MISCELLANEOUS.

- A. Entire Agreement. This Agreement constitutes the entire Agreement by and between the Parties hereto with respect to the transaction contemplated herein, superseding all prior understandings or agreements between the Parties.
- B. Attorney Review. The Parties acknowledge that this Agreement has reviewed by their respective counsel prior to their execution of the same, acknowledge that they fully understand the terms of this Agreement, and this Agreement shall be binding upon execution without additional opportunity for attorney-review.

- C. Interpretation. This Agreement may not be construed or interpreted against either Company or Customer because that Party drafted, or caused its legal representative to draft, any of its provisions.
- D. Assignment. Neither Party shall be permitted to assign their interest in this Agreement absent a signed writing, except that Company shall be permitted to assign its rights in this Agreement to any subsidiary or entity with common ownership without prior authorization.
- E. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, devisees, personal representatives, successors and assigns.
- F. Waiver; Modification. Failure by the Customer or Company to insist upon or enforce any of their rights hereunder shall not constitute a waiver thereof, and nothing shall constitute a waiver of the Company's or the Customer's right to insist upon strict compliance with the provisions hereof. No oral modification hereof shall be binding upon the Parties, and any modification shall be in writing and signed by the Parties.
- G. Force Majeure. Neither Party will have a claim or right against the other Party for any failure of performance due to acts of God, labor difficulties, or the acts or omissions of any third party over whom a Party has no right or ability to control.
- H. Jurisdiction and Dispute Resolution. In any action or proceeding brought hereunder or in respect hereof, the Parties consent to the personal judicial jurisdiction of the Superior Court of New Jersey, Cape May County. Prior to any action or litigation, the Parties shall engage in non-binding mediation as a first alternative to arbitration or litigation. In such an event, each Party shall bear its own costs in mediation and all third party mediation costs will be shared equally between the Parties.
- I. Governing Law. This Agreement shall be governed by and construed under the substantive laws of the State of New Jersey.
- J. Severability of Provisions. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be deemed invalid or unenforceable, then and in such event the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to whom or to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable thereto to the fullest extent permitted by law.

- k. Confidentiality. Each Party must protect the other’s confidential information with the same degree of care used to protect its own confidential information, but in no event may less than a reasonable standard of care be used by either Party in connection with the preservation of the other’s confidential information.
- l. Non-Exclusivity. This Agreement is non-exclusive, the Company may, as part of its normal business undertakings, actively market its services to other customers.
- m. Authority. Each Party represents to the other that the person executing this Agreement on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.
- n. Article Headings. The article headings as herein used are for the convenience of reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations and warranties herein set forth, or to limit the provisions or scope of any Article.
- o. Counterparts. This Agreement may be executed in any number of counterparts, including counterparts transmitted by facsimile or email or signed by electronic signature, each of which when executed shall be deemed to be an original of this Agreement. All such counterparts, however, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first above written.

THE COMPANY:

THE CUSTOMER:

WAN2LAN INC.

 Name: Michael W. Conover Mole
 Title: Founder & CEO

 Name:
 Title:

Date:

Date: