

ON-NET MASTER SERVICES AGREEMENT

Version: 4.15.26

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 an address of _____ (hereinafter the "Property").

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

WHEREAS, the Customer is in need of broadband internet to provide internet service to 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 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 _____ and shall continue for a term of _____ months until expiration of the same on _____.

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. This Agreement shall automatically renew for a subsequent Term under the same terms and

conditions unless the Customer provides written notice of its intent to terminate or otherwise not renew at least sixty (60) days prior to the expiration of the Term. Notwithstanding the foregoing, 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. An Initial Payment in the amount of the one (1) month's payment for Service shall be paid as a deposit to the Company within thirty (30) days of the execution of this Agreement and shall serve as a credit for the first monthly payment.

4. PAYMENTS AND CUSTOMER STANDING.

Except as provided in Section 3 regarding the Initial Payment, Customer shall 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 compounded basis to any past due balances carried forward to subsequent monthly billing periods.

5. ACCESS TO PROPERTY.

Customer shall provide Company, its employees, agents and/or contractors with reasonable access to the Property, to, install, test, inspect, maintain and repair the Service and/or Company Service-related equipment situated on or within the Property and provide adequate and feasible space for cables, conduits, and equipment (the "Equipment"). Such access rights shall grant to Company the right 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.

6. AVAILABILITY OF FACILITIES AND SITE READINESS.

Service is offered and furnished subject to the availability of all necessary facilities and the feasibility of providing the Service to the Property. 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. 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 at any time prior to the Service commencement date and return any deposit monies paid by Customer.

7. EQUIPMENT.

Any and all Company Equipment utilized to provide Service at the Property will remain the exclusive property of Company. Nothing contained in this Agreement shall be interpreted to convey to Customer any right, title or interest in the Equipment. With regard to Company Equipment on Customer's Property, Customer will take all commercially reasonable steps 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 due to no fault of the 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 obtaining and/or installing replacement equipment. Customer shall not alter, modify, or tamper with any Company Equipment unless directed by Company. Upon termination of this Agreement, the Customer shall return all Company Equipment in the same condition as when initially delivered and/or installed, normal wear and tear excepted ("Acceptable Condition"). If Customer fails to return Company Equipment or if the same is returned but is not in Acceptable Condition, Customer must reimburse Company for all expenses associated with the repair and/or replacement cost of the Equipment.

8. TERMINATION OF AGREEMENT AND DISCONTINUATION OF SERVICE.

Customer agrees to be bound by the Agreement for the Term set forth herein. If Customer wishes to terminate this Agreement prior to the expiration of the Term, it shall be required to provide the Company with thirty (30) day's written notice. The Customer shall be issued a final invoice prorated to a final Service date of thirty (30) day's receipt of said termination notice. Customer acknowledges and understands that the Company may impose an Early Termination Fee. The "Early Termination Fee" shall be calculated as follows: an amount equal to: (i) 100% of the latest dated invoice multiplied by two (2); plus, (ii) actual expenses incurred by Company to install or provide Service, but not limited to, installation, construction, and other non-recurring charges incurred by Company to furnish Service to Customer; plus (iii) any and all outstanding funds due to Company at the time of termination.

9. LIMITATION OF COMPANY LIABILITY.

The Company shall not be liable to the Customer for any damage(s) resulting from the interruption of Service, or the Service provided by the Company under 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 best faith efforts 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 beyond Company's control. 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 prorated Service credits by way of invoice offsets in an amount to be determined by the Company. Customer shall not be entitled to Service credits or offsets if the interruption was: (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/or repair; (v) caused by network wiring damage on the Property; (vi) caused by a loss of Service in Customer's internal network wiring, or Customer equipment.

10. INTERRUPTION AND SUSPENSION OF SERVICE.

a. Subject to the provisions of Paragraph 8 of this Agreement, Customer shall be permitted 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 of two (2) or more invoices or any other material breach of this Agreement. Except for nonpayment, for which no notice shall be required, the Company shall send written notice of said breach to Customer, to which Customer will have thirty (30) days from the date of mailing, to cure or otherwise rectify said breach. In the event Customer fails to cure within the prescribed time period, Company shall have the right to suspend Service until said breach is cured or declare this Agreement terminated.

11. WARRANTIES.

a. 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.

b. The Customer represents and warrants that: (a) Customer shall use the Services in compliance with all applicable federal, state and local laws and ordinances, (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.

c. 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.

12. DEFAULT.

Any breach of the warranties, terms and conditions of this Agreement by either Party that cannot be cured, as contemplated herein, shall constitute an event of default. A failure by the Customer to timely make the payments specified shall constitute an event of default. In the event that Customer fails to make any payment as specified herein and the balance owed by Customer to Company exceeds the total of the past three (3) months of invoices then issued, the Company may terminate this Agreement whereupon all sums then due and payable shall become immediately due and pursue any other remedies as may be provided by this Agreement or at law or in equity.

13. 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 W. 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:

14. 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 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. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

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: