

GO MD USA LLC

Mark J. Schirmer
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TN 38116
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July 17, 2024

VIA ELECTRONIC DELIVERY

Filed Electronically
Linda C. Bridwell
Executive Director Public Service Commission
211 Sower Blvd. P. O. Box 615
Frankfort, KY 40601

Re: Go MD USA, LLC's Application of Go MD USA LLC For a Limited Designation as an Eligible Telecommunications Carrer for the Purpose of Offering and Operating a Lifeline Service for Low Income Consumers

Dear Ms. Bridwell:

Attached please find for filing Go MD USA LLC's Application of Go MD USA LLC For a Limited Designation as an Eligible Telecommunications Carrer for the Purpose of Offering and Operating a Lifeline Service for Low Income Consumers.

If you have any questions or if I may provide you with any additional information, please do not hesitate to contact me at 901-230-4697 or VP [Jack](#) Sosa at (833) 706-3872.

Thank you.

Sincerely,

Mark J. Schirmer
General Counsel
Go MD USA

Attachment

cc: APOLLO ARCALLANA, PRESIDENT
Michael Campbell, Corporate Counsel
Go MD USA LLC

**COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION**

<p>IN THE MATTER OF GO MD USA LLC'S Petition for Designation as Designation as an Eligible Telecommunications Carrier in the State of Kentucky a for the Limited Purpose of Providing Lifeline Service to Qualifying Customers</p> <p>Motion for a Protective Order</p>	<p>DOCKET NO. _____</p>
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MOTION FOR A PROTECTIVE ORDER

GO MD USA, LLC ("GO MD USA"), by its undersigned counsel and pursuant to the Commission's Rules, moves for a protective order to prevent public disclosure of the confidential and proprietary financial information included as Confidential _____ and 2_ carrier contracts _____ in its Application to the Public Service Commission of the Commonwealth of Kentucky (the "Commission") in the above-captioned proceeding for authority to provide telecommunications services throughout Kentucky. In support of this Motion, GO MD USA states as follows:

1. GO MD USA has submitted an Application to the Commission for authority to provide telecommunications services throughout Kentucky. As part of that Application, GO MD USA provides _____ as Confidential _____ and the _____ as Confidential Exhibit _____.
2. GO MD USA and its affiliates are privately held companies and are not required to file financial information with the United States Securities and Exchange Commission and do not otherwise disclose their financial information to the public.

3. GO MD USA and its affiliates use their best efforts to keep and maintain the confidentiality of the information contained in Confidential Exhibits ___ and _____. To the best of GO MD USA's knowledge, the information contained in these Exhibits has not been disclosed or released to the public.

4. The information contained in these Exhibits derives economic value from not being generally known to, and not being readily ascertainable through proper means by, other persons who can obtain economic value from its disclosure and use. Specifically, the information contained therein is extremely sensitive financial information that could be used by competitors to determine revenue and other information damaging to the Company. Disclosure of such information would be extremely detrimental and could be used by GO MD USA's competitors to materially affect the company's ability to compete effectively.

5. Due to the sensitive nature of the information contained in Confidential Exhibits _____, it is appropriate for the Commission to limit access to it. Confidential Exhibits _____ should solely be used by the Commission in exercising its governmental functions in considering GO MD USA's Application. There is no legitimate purpose or public interest to be served in disclosing the information contained in Confidential Exhibits _____ to GO MD USA's current or future competitors or to any person other than the appropriate staff of the Commission.

WHEREFORE, GO MD USA respectfully requests that the Commission grant a Protective Order allowing Confidential Exhibits _____ of the Application to be treated as confidential.

July ___, 2024

Respectfully submitted,

/s/ Mark J. Schirmer
General Counsel, GO MD LLC

3385 Airways Blvd.
Memphis, TN 38116
markschirmer@gomdusa.net
markschirmer1@gmail.com
901-230-4697 (direct line)



SCHEDULE OF SERVICES

Confidentiality & Disclaimer

This document and the information in it are provided in strict confidence and may not be disclosed to any third party or used for any other purpose without the express written permission of Helix Wireless Inc. This document may contain references to information that has been obtained from sources believed to be reliable. Helix Wireless Inc. does not guarantee the accuracy, completeness, or adequacy of such information, and shall have no liability for errors, omissions, or inadequacies. The recipient assumes sole responsibility for the interpretation and use of this material for its intended results.



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1 SERVICES & SCHEDULES

1.1 FAIR USE POLICY

The Fair Use Policy applies to the Helix Wireless services that provide (or include) access to the Internet, including hosting services (software applications and hardware), or are provided over the Internet or wireless data networks (collectively "IP Services").

1.2 PROHIBITED ACTIVITIES

1.2.1 GENERAL PROHIBITIONS:

Helix Wireless prohibits use of the IP Services in any way that is unlawful, harmful to or interferes with use of Helix Wireless's network or systems, or the network of any other provider, interferes with the use or enjoyment of services received by others, infringes intellectual property rights, results in the publication of threatening or offensive material, or constitutes Spam/E-mail/Usenet abuse, a security risk, or a violation of privacy.

Failure to adhere to the rules, guidelines, or agreements applicable to search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, applications, or other services is a violation of this Fair Use Policy outlined in the Master Services Agreement.

1.2.2 UNLAWFUL ACTIVITIES:

IP Services shall not be used in connection with any criminal, civil or administrative violation of any applicable local, state, provincial, federal, national, or international law, treaty, court order, ordinance, regulation, or administrative rule.

If Helix Wireless has reason to believe that any of this policy is not being observed Helix Wireless reserves the right to:

- I. Apply additional charges;
- II. Regulate speed of Service;
- III. Suspend some or all of the Services; and/or
- IV. Instantly terminate access to the Service.

2 PRICING & TERMS

Helix Wireless reserves the right to change prices with 30-days' notice.

Client understands, acknowledges, and agrees that with respect to the connection units, that it shall pay Helix Wireless for the physical connection units (sims) prior to delivery and activation of same. Client further understands, acknowledges, and agrees that if the balance is not paid for prior month's usage Helix Wireless reserves the right to block further activations until balance is paid in full. Helix Wireless shall have no liability to client for any such delays associated therewith.

2.1 GENERAL

- I. **Tiered pricing:** the discounted monthly prices are applied as 'tiered' discounts. Tiered pricing means that the initial band charge is applied to that band volume, the next band charge is applied to the next volume, and so on until the total SIM volume is reached.

- II. System updates, maintenance, and service desk services (Tier 2/3 support) are all included in the monthly service.
- III. **Active SIM:** is defined as an IMSI/MSISDN that has been provisioned in the HLR-HSS and/or Helix Wireless BSS, and in one of the states in the life-cycle corresponding to a service that has already been sold or used by a connection (e.g. through top-up or payment).
- IV. **Data Roaming costs:** (if allowed) will be depending on the agreement signed with MNO. It is assumed that MNO’s data roaming agreements will be used (connection through MNO).

2.2 PER CONNECTION ONE-TIME CHARGES:

SIM:

Type of SIM	Price
SIM Fulfilment ATT Branded 4G/LTE	\$ 0.75
SIM Fulfilment ATT Branded 5G	\$ 0.50
SIM Fulfillment ATT eSIM	\$ 0.75
SIM Fulfillment Unbranded 4G/LTE	\$ 0.70
SIM Fulfilment Unbranded 5G	\$ 1.45
SIM Fulfilment Custom Branded 4G/LTE*	\$ 0.75
SIM Fulfilment Custom Branded 5G*	\$ 1.50

*Minimum order of 5,000

2.3 OVERVIEW PRICING & TERMS

Standard items:

Item	Standard
Contract Term	3 years
Payment term	Net 15 days
MVNO Setup Fee	\$5,000

Pricing items:

Service Type	Included Data	Monthly Recurring Charge "MRC" ²	Additional Data
Custom Overage Plan ^{1,3}	1GB	\$10.00	\$4.00GB
Feature Phone ^{1,3,4}	100MB	\$10.00	\$0.02MB
Wearables ^{1,3,4}	250MB	\$10.00	\$0.02MB

* **1:** Unlimited Talk: Includes unlimited calls within Domestic Coverage Area. Unlimited Text: Includes unlimited messaging within and from the Domestic Coverage Area to select countries. Unlimited Talk to Canada & Mexico: Includes International Long-Distance calling (ILD) to Mexico and Canada only. Pay-per-use rates apply to calls made to other countries unless an ILD package is added.

* **2:** Taxes, fees, and other monthly charges extra. Prices are for service only. All prices are billed monthly and are valid for use in the United States (Domestic Coverage Area "DCA"), Mexico, and Canada, only.

* **3:** 5G/5G+ Capability: Can be used with a 5G+ and/or 5G capable device and plan. 5G service is not available everywhere. 5G+ service requires 5G+ capable device and plan. 5G+ is only available in very limited parts of select cities. A compatible 5G+ phone will display 5G+ coverage indicator when used in an area where 5G+ coverage is available.

***4:** Overage is billed per MB.

***5:** After 22GB, all data usage is slowed to a max of 128 Kbps (2G speeds) for the rest of the billing cycle. Audio & video streaming, picture & video messaging, & other data usage will be impacted & may not be fully functional. **This plan is NOT available for use with tablets, mobile hotspots, routers, or other data-only devices. This plan cannot be downgraded during a billing cycle, without a \$400 penalty per line moved, but can be upgraded to the tethering plan.**

***6:** After 22GB, data usage is slowed to a max of 3 Mbps for the rest of the billing cycle. Audio & video streaming, picture & video messaging, & other data usage will be impacted & may not be fully functional. **This plan is NOT available for use with tablets, mobile hotspots, routers, or other data-only devices. Tethering must originate from the registered Smartphone. This plan cannot be downgraded during the billing cycle without a \$400 penalty per line moved.**

Service Type	Included Data	Monthly Recurring Charge "MRC" ³	Additional Data
Overage / Data Only	1GB	\$6.00	\$4.00GB
Data Only Device for WWAN ^{1,4,5}	50GB	\$100	\$2.50GB
Data Only Device for WWAN ^{1,4,5}	100GB	\$180	\$2.50GB
Data Only Device for WWAN ^{1,4,5}	250GB	\$365	\$2.50GB

***1:** 5G/5G+ Capability: Can be used with a 5G+ and/or 5G capable device and plan. 5G service is not available everywhere. See att.com/5Gforyou for details. 5G+ service requires 5G+ capable device and plan. 5G+ is only available in very limited parts of select cities. See att.com/5Gforyou for cities.

***2:** Eligible data-only devices: Tablets, mobile hotspot devices, enterprise routers, and select other data-only devices. Smartphones activated on a data-only plan do not have tethering, voice, or text capabilities.

***3:** Taxes, fees, and other monthly charges are extra. Prices are for service only. All prices are billed monthly and are valid for use in the United States (Domestic Coverage Area "DCA"), International roaming is restricted.

***4:** Rate Plan downgrades are prohibited during a billing cycle and will be subject to a \$400 penalty charge. Rate Plan downgrades may be made effective on the first day of the next bill cycle.

***5:** Eligible data-only devices: Mobile hotspot devices and enterprise routers.

Broadband on Wireless

Plans ^{2,3}	Monthly Charge	Data included ⁴	Data Restrictions
Up to 25Mbps	\$75 per line	300GB	Data speeds up to 25Mbps. After 100GB, AT&T may temporarily slow data speeds if the network is busy
Up to 50Mbps ⁵	\$85 per line	300GB	Data speeds up to 50Mbps. After 125GB, AT&T may temporarily slow data speeds if the network is busy
Up to 100Mbps ⁵	\$105 per line	300GB	Data speeds up to 100Mbps. After 175GB, AT&T may temporarily slow data speeds if the network is busy
Overage per 5Gb ⁴	\$12		

1 For eligible data-only devices: Qualified data-only wireless router or mobile hotspot device (sold separately) using business applications.

2 Data throughput speeds are capped at a maximum available data speed, which may not provide you with the highest speed available in a location at a specific point in time. Each plan's "up to" data speed is not guaranteed to be your actual speed. Actual speeds vary and may be affected by a number of factors, including your proximity to a cell site, the capacity of the cell site, the number of other users connected to the same cell site, the surrounding terrain, AT&T network management practices, the applications you use, and your in-building coverage.

3 5G plans require a compatible 5G and/or 5G+ device. May not be available in your area. 5G+ is available only in very limited parts of select cities. See att.com/5Gforyou for coverage details. Other restrictions apply.

4 If you exceed the included data per line during your billing period, a pay per use rate of \$12 for each 5GB of data will apply.

5 Data throughput speeds of up to 50 Mbps and up to 100 Mbps requires a wireless router with a Category 18 or higher modem and use where enhanced AT&T 4G LTE-Advanced service or 5G and/or 5G+ service is available.

Eligible Devices: Plans may only be used for a CRU line with a qualified data-only wireless router. Each qualified device activated with an AT&T Wireless Broadband plan must have a primary place of use ("PPU") within AT&T's owned and operated wireless network coverage area within the U.S., ("Domestic Coverage Area"). Solution Provider may not use Service with any device other than AT&T approved LTE or 5G/5G+ enabled routers. A list of approved devices can be found at <https://iotdevices.att.com/certified-devices.aspx> If a device not designed for the

Service that is used with this rate plan, AT&T reserves the right place the non-complying device(s) on the appropriate plan(s) and bill Solution Provider the associated fees for such plan. Devices must be activated with the IMEI of the device that will be in use. Removing a SIM from the device that was activated and placing it in an ineligible device is prohibited and may lead to the line being disconnected.

Data Speeds: Each plan has a maximum data speed of 25 Mbps, 50 Mbps or 100 Mbps, depending on the selected plan. 50 Mbps and 100 Mbps maximum data speeds are not available in all coverage areas and require (a) a device capable of using enhanced AT&T 4G LTE-Advanced technologies or 5G/5G+ service and (b) use where those respective services are available. Speeds vary, may be affected by a number of factors, and are not guaranteed.

Data Restrictions: After data usage on a line reaches the data usage threshold for its particular AT&T Partner Exchange Broadband on Wireless plan in a bill cycle, for the remainder of the cycle AT&T may temporarily slow data speeds on that line if the network is busy. The applicable plan usage threshold is 100 GB for the up to 25 Mbps plan, 125GB for the up to 50 Mbps plan, or 175GB for the up to 100 Mbps plan.

2.4 CUSTOMER FORECAST

The Client expects* to reach the following connections during the coming 3 years:

Time from Service Ready	Connections
1st Year	1,000
2nd Year	2,500
3rd Year	5,000

* This is just a forecast and is not a binding commitment, it is the anticipated connection growth.

3 MVNO SETUP

3.1 MVNO SETUP/INTEGRATION TYPE

There is a standard setup fee to configure applicable Clients mobile services. This includes the standard delivery of Helix Wireless and project management.

The payment schedule of the setup fee is 100% at contract signing.

IMPORTANT: The Project will only start when the invoice of the setup fee is fully paid.

The MVNO can be setup/integrated as follows:

Cloud Provisioning Portal

Helix Wireless will provide Client with a white label cloud portal for MVNO services.

You will receive the following:

- Cloud Portal
 - I. Reporting Dashboard
 - II. Mobile Services
 - Activate SIM Cards
 - Suspend/Unsuspend SIM Card Service

- Cancel SIM Card Service
- LNP/Port In Service
- Feature Management
- III. Portal User Management
- IV. Mobile Subscriber Management

- Application Programming Interface (APIs)
 - V. APIs to integrate to your existing portal(s) to enable your MVNO services.
 - VI. API Guides provided directly from cloud portal (latest version always available to client).

3.2 MVNO SERVICE ATTRIBUTES (SUB-OPTIONS)

Options	Description
Merchant Services	Payment Gateway/credit card services
Sales Tax Services	Tax integration services
Wholesale Device Purchasing	Phones, Routers, Tablets, etc.
Device Insurance & Protection	

4 PROJECT MANAGEMENT

4.1 PROJECT STAGES AND MILESTONES

Step	Milestone	Party	Description of Implementation Service
1.	Contract execution	Joint	Execution, the project is only started when the invoice of the setup fee is fully paid.
2.	Project Plan & Resourcing	Joint	Document Review, activities, resources, and availability dates have been obtained; project plan created.
3.	Configuration & Development	Helix Wireless	Configuration and development activities for the project executed (Backend creation, carrier(s) plan(s) configuration).
4.	Internal Helix Wireless Testing	Helix Wireless	Helix Wireless tests platform, confirms system readiness for customer.
5.	SIMS <ul style="list-style-type: none"> • Order Inventory of SIMs • Ship SIMs • Activate SIMs 	Joint	<ul style="list-style-type: none"> • Helix Wireless’s team works with Customer on PO for Inventory of SIMs. • Helix Wireless’s team will process PO and ship SIMS. • Customer receives SIMs, ready to activate & use during UAT.
6.	User Acceptance Testing	Client	Customer tests the system and confirms it is working per agreed requirements
7.	Client Ready for Service	Joint	Customer is ready to go-live. Platform type completed, End to End testing (user experience) is complete and delivered and Training complete
8.	Client Acceptance	Client	Customer provides formal sign-off (Customer Acceptance Sign-off document).
9.	Transitioned to Account Manager	Helix Wireless	Customer is officially transitioned to the Account Manager.
10.	Transitioned to Operations	Helix Wireless	Handover to Operations Teams (MVNO Support Team, MVNO Billing Team).
11.	Project Delivered and Closed	Helix Wireless	All Milestones completed; Customer is Launched.

NOTE: All milestones in the previous stage must be completed before starting the next stage. Helix Wireless requires a minimum of two weeks turnaround to implement any changes. All change requests must be sent via email and include the specific changes to be implemented, see Changes to Standard Setup/Service below.

4.2 CHANGES TO THE STANDARD SETUP/SERVICE

In case the Client wishes to have something different than what has been offered or is in our standard feature set the Client needs to raise a "Request for Change" RFC. This RFC needs to be sent to the project manager in case the project is still ongoing or the account manager in case the project is ready. Helix Wireless will prepare a quotation based on the applicable hourly rates once the proposed scope of work is known. Helix Wireless will not commence work until quotations are approved in writing by Client. Depending on the type of RFC the project manager (in case the project is still ongoing) might decide to put the project temporarily on-hold until the RFC has been approved, offered, and ordered.

Client should submit a Change Request for all features/developments not included in the contract.

The payment schedule related to Changes is 100% at order.

4.2.1 OPTIONAL MODULES

The payment schedule related to Optional Modules is 100% at order.

5 CLIENT INFORMATION

5.1 GENERAL INFORMATION

Client profile:

GO MD USA LLC GOMDUSA.com

Client Website:

Client Address: 3385 Airways BVL D STE 201

5.2 CONTACT DETAILS

Commercial Contact:

Name: Matt Palacios

Phone: 888-818-9220

Email: Matt@gomdusa.com

Title: CTO

Requires Access to Helix Wireless Systems: Yes No

Project manager:

Name: Matt Palacios

Phone: 888-818-9220

Email: Matt@GOMDUSA.COM

Title: CTO

Requires Access to Helix Wireless Systems: Yes No

Finance Lead:

Name: Apollo Arcallana

Phone: 888-818-9220



Email: Apollo@GOMDUSA.com
Title: Manager

Requires Access to Helix Wireless Systems: Yes No

Technical Contact:

Name: Matt Palacios
Phone: 888-818-9220
Email: Matt@GOMDUSA.com
Title: O

Requires Access to Helix Wireless Systems: Yes No

5.3 BILLING DETAILS

Non-Profit Yes No
VAT Number/ Taxpayer ID: 92-1435506
Phone Number: 888-818-9220
Address: 3385 Airways Blvd STE 201
City: Memphis
State: TN
Zip code: 38116

Invoice Recipient:

Job title: Apollo Arcallana
E-mail:
Phone Number: 888-818-92209
Location: 3385 Airways Blvd STE 201 , Memphis TN 38116
Department: Billing
Comments: Apollo@GOMDUSA.com

Invoice Approver:

Job title: Apollo Arcallana
E-mail: Apollo@GODMDUSA.com
Phone Number:
Location: 3385 Airways Blvd STE 201 , Memphis TN 38116
Department: Billing
Comments:

The Parties have executed this Agreement as of the Effective Date.

<p>HELIX WIRELESS INC.</p> <p style="text-align: center;"><i>John Squillace</i></p> <p>Signature: _____</p> <p>Name: John Squillace</p> <p>Title: CEO</p> <p>Date: 3/24/2023</p>	<p>GOMDUSA.COM</p> <p style="text-align: center;"><i>Apollo Arcallana</i></p> <p>Signature: _____</p> <p>Name: Apollo Arcallana</p> <p>Title: Manager</p> <p>Date: 2023-03-24</p>
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Signature Certificate

Reference number: 6URB5-4ERCN-V2JNA-3FTZQ

Signer

Timestamp

Signature

John Squillace

Email: john@helixwireless.co

Sent: 24 Mar 2023 23:51:05 UTC
Viewed: 24 Mar 2023 23:52:28 UTC
Signed: 24 Mar 2023 23:53:20 UTC



Recipient Verification:

✓Email verified 24 Mar 2023 23:52:28 UTC

IP address: 73.197.248.85
Location: Colonia, United States

Matt Palacios

Email: lhpigroup@icloud.com

Sent: 24 Mar 2023 23:51:05 UTC
Viewed: 24 Mar 2023 23:55:17 UTC
Signed: 25 Mar 2023 00:16:45 UTC



Recipient Verification:

✓Email verified 24 Mar 2023 23:55:17 UTC

IP address: 209.107.210.81
Location: Chicago, United States

Document completed by all parties on:

25 Mar 2023 00:16:45 UTC

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GO MD USA LLC

Financial Statement

As of March 31, 2024

GO MD USA LLC is an ambitious and rapidly growing telecommunications company headquartered at 3385 Airway Blvd, Ste 201, Memphis, TN 38116. As an emerging leader in the industry, we are dedicated to providing innovative solutions and exceptional service. We manufacture our own FCC-approved devices, including tablets, phones, and routers, and operate our own core system and CBRS wireless network. Our strong focus on telehealth technologies and systems has made us a trusted partner in both the educational and healthcare sectors. Below is the detailed financial statement for the period ending March 31, 2024.

Balance Sheet

Assets

Current Assets:

- **Checking/Savings:**
 - **Cash In Bank:** \$1,095,079.34
 - Fifth Third Bank: \$1,095,079.34
 - **Total Cash In Bank:** \$1,095,079.34
- **Other Current Assets:**
 - **Advances To/From:** \$586,329.05
 - **Total Other Current Assets:** \$586,329.05
- **Total Current Assets:** \$1,681,408.39

Fixed Assets:

- **Furniture and Equipment:** \$6,821.00
- **Total Fixed Assets:** \$6,821.00

Total Assets: \$1,688,229.39

Liabilities & Equity

Liabilities:

- **Current Liabilities:**
 - **Credit Cards:** -\$128.00
 - **Total Credit Cards:** -\$128.00
- **Total Current Liabilities:** -\$128.00

Total Liabilities: -\$128.00

Equity:

- **Opening Balance Equity:** \$250.00
- **Members Equity:** \$585,357.14
- **Net Income:** \$1,102,750.25
- **Total Equity:** \$1,688,357.39

Total Liabilities & Equity: \$1,688,229.39

Company Overview

GO MD USA LLC is a premier national ACP provider, operating in all 50 states. We specialize in delivering state-of-the-art wireless telecommunications services tailored specifically for the educational sector. Our product offerings include:

- **8-inch Android 13 Tablets:** Featuring quad-core processors, 3GB RAM, and 32GB storage, priced at \$79.99.
- **10-inch Tablets:** Equipped with octa-core processors, 4GB RAM, and 64GB storage, available at an E-Rate price of \$99.99.
- **Unlimited Data Plans:** At \$30 per month, these plans include unlimited voice and SMS, ensuring seamless connectivity.
- **24-Month Replacement Warranty:** On all tablets, providing peace of mind to our clients.

Strategic Initiatives

We are committed to enhancing the educational experience through technology by offering competitive pricing and exceptional service. Our strategy includes:

- **Nationwide Service:** Ensuring our devices and network are available and reliable across the country.
- **E-Rate Provider:** Offering affordable Category 2 equipment pricing without installation services, allowing schools to maximize their budgets.
- **Free Tablets for Prepaid Plans:** Schools that sign up for a one-year plan and prepay the first three months receive a free tablet, promoting digital learning.

Telehealth Focus

GO MD USA LLC is highly focused on telehealth technologies and systems. Our telecommunications division was initially formed to provide connectivity for telehealth applications and has since become one of our core businesses. We leverage our advanced network infrastructure to deliver reliable and efficient telehealth solutions.

Expansion and Future Plans

With our ambitious growth plans, we are currently building a fixed wireless project in Memphis. Our goal is to provide services via fiber and CBRS to over 50,000 customers within the next 24 months. This project marks a significant step towards our vision of becoming a Fortune 5000 company. Our relentless pursuit of excellence and innovation positions us to transform the telecommunications landscape.

ACP and Lifeline Service Initiatives

In addition to our primary services, we are looking to provide Lifeline service for our clients as an alternative solution now that the ACP program has lapsed. We are actively seeking nationwide approval with all state boards and utility commissions to service our low-income clients, ensuring that essential telecommunications services remain accessible to those who need them most.

Technological Advancements

GO MD USA LLC continuously invests in the latest technologies to stay ahead of the curve. Our CBRS wireless network and proprietary core system are designed to provide high-speed, reliable internet connectivity, essential for modern telecommunication needs. We are also exploring the integration of 5G technologies to further enhance our service offerings.

Partnerships and Community Involvement

We believe in the power of collaboration and community engagement. GO MD USA LLC has established strategic partnerships with leading technology companies and educational institutions to drive innovation and improve service delivery. We are also committed to giving back to the communities we serve through various outreach programs and initiatives aimed at bridging the digital divide.

Commitment to Sustainability

GO MD USA LLC is dedicated to sustainable practices and reducing our environmental footprint. We have implemented green initiatives across our operations, including the use of energy-efficient devices and recycling programs for our products. Our commitment to sustainability is an integral part of our business strategy and corporate responsibility.

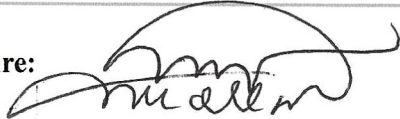
Vision for the Future

Our vision is to become a top-tier telecommunications provider, known for our innovation, reliability, and commitment to customer satisfaction. We aim to expand our service offerings, enhance our technological capabilities, and continue to make a positive impact on the communities we serve.

Conclusion

Our financial health, as reflected in the balance sheet, showcases a robust equity position with minimal liabilities. This financial stability allows us to continue innovating and providing high-quality telecommunications solutions to both the educational and telehealth sectors. GO MD USA LLC remains dedicated to empowering education and healthcare through reliable and accessible technology.

Signature:



Apollo Arcallana
President and CFO
GO MD USA LLC

This statement highlights the financial stability and operational focus of GO MD USA LLC, emphasizing its role as a leading provider of wireless telecommunications solutions for educational institutions and telehealth applications. With our ambitious growth plans, technological advancements, and commitment to sustainability, we are well on our way to becoming a prominent player in the telecommunications industry and a potential Fortune 5000 company.



Reseller Agreement

This Reseller Agreement ("**Agreement**") is dated April 3, 2023 ("**Effective Date**"), and is between Prepaid Wireless Wholesale, LLC, a Maryland limited liability company ("**PWW**"), and GO MD USA LLC a South Dakota company ("**Customer**"). PWW and Customer are herein each a "**Party**" and collectively, the "**Parties**".

RECITALS

PWW is a Mobile Virtual Network Enabler and Operator that resells wireless voice minutes, SMS and data service and provides certain other services, as more fully described herein, to its customers.

Customer wishes to purchase such services from PWW upon the terms and conditions set forth herein.

In consideration of the mutual promises and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS

1. Definitions

1.1 "ACP" means Affordable Connectivity Program which is the low income program established under 47 C.F.R. Part 54, Subpart R.

1.2 "Acceptable Use Policy" is the policy set forth in **Schedule D**.

1.3 "Active Date" means April 3, 2023.

1.4 "Activation Footprint" refers to the geographic area within the United States, as defined by postal zip code, in which Underlying Carrier permits PWW to activate End Users through Underlying Carrier's Service Transaction Gateway. This area does not include zip codes serviced by Roaming carriers.

1.5 "Billing Cycle" means the weekly billing cycle for Service usage as established and billed by PWW.

1.6 "Billing Year" is defined as that period of time for billing purposes that commences as of April 3.

1.7 "Content" means data, text, audio, music, ringtones, graphics, photographs, artwork, and other materials in digital electronic form.

1.8 "Data Service" means the data service provided by Underlying Carrier (if any) as further

described in **Schedule A**.

1.9 “Device” means a single unit of radiotelephone equipment having a unique IMEI (including the associated SIM Card) for use in connection with its own Number, if and when operating utilizing such radiotelephone equipment, which includes operating system and other software, which is technically and operationally compatible with the Facilities. All new activations will be on VoLTE/LTE Devices with the current minimum banding requirements, as defined by PWW, which as of the Effective Date of this Agreement are:

Extended Range (XR) 5G

Frequencies that can provide XR 5G:
Band n71 (600 MHz)

Ultra Capacity (UC) 5G

Frequencies that can provide UC 5G:
Band n41 (2.5 GHz)
Band n258 (24 GHz)
Band n260 (39 GHz)
Band n261 (28 GHz)

Extended Range 4G LTE

Frequencies that can provide Extended Range LTE:
Band 12 (700 MHz)
Band 71 (600 MHz)

4G LTE

Frequencies that can provide LTE:
Band 2 (1900 MHz)
Band 5 (850 MHz)
Band 4 (1700/2100 MHz)
Band 66 (Extension of band 4 on 1700/2100 MHz)

PWW reserves the right to make changes to the foregoing minimum acceptable devices for activations and will provide Customer with as much notification as is commercially reasonable of any such changes.

1.10 “End User” means a subscriber who obtains Service from Customer when the Service and the subscriber’s Device have been activated on the PWW network. If an End User’s Service or Device is deactivated for any reason, then such person shall no longer be considered an End User.

1.11 “eSIM” means an embedded Subscriber Identity Module (SIM) with software that enables the substitution of carrier profiles on a SIM Card without having to change a physical SIM Card.

1.12 “Excluded Distribution Partner” means the Persons set forth in **Schedule E**.

1.13 “ETC” means Eligible Telecommunications Carrier.

1.14 “Facilities” means the communications switching equipment and cell site transceiver equipment, maintained, expanded, modified or replaced by Underlying Carrier to render Service to Customer, End Users and Subscribers.

1.15 “Fraudulent Usage” with respect to the use of Services includes, but is not limited to, the following:

i. Accessing, altering or interfering, or attempting or assisting another Person to access, alter or interfere, with the communications equipment or information of Underlying Carrier, PWW, or any Subscriber or End User; rearranging, tampering or making any unauthorized connection with any wireless telephone equipment or Facilities, using any scheme, false representation or false credit devices, or use of any other fraudulent means or devices whatsoever, whether within or outside of the Territory (including, without limitation, the alteration, modification or other change to wireless telephone equipment that would be viewed by the Facilities as the provision of Service to two wireless devices through one Number);

ii. Using the Services to convey unlawful information (including, but not limited to foul, profane, obscene, salacious or prurient information), to impersonate another Person with fraudulent or malicious intent, or for any purpose in violation of the law;

iii. Any unauthorized, wrongful, or misappropriated use of the Services, Number, MSISDN, or SIM Card assigned to PWW (including, without limitation, cloning, compromising SIM Card algorithm, and subscription fraud), whether or not the Number, MSISDN, or SIM Card is currently active or used by Customer or any End Users or Subscribers;

iv. Using the Services or Facilities in any manner that, if the use was by Underlying Carrier’s own Subscribers, the Subscriber would be in breach of Underlying Carrier’s terms of service; and/or

v. Using the Services in any manner that unreasonably interferes with the use of the Services by any Subscriber or End User.

1.16 “FCC” means the Federal Communications Commission or its successors.

1.17 “Government Program” means the Lifeline Program, ACP, and any other federal program created by the FCC either currently existing or in the future that provides subsidy disbursements to telecommunications providers for providing certain discounted wireless services to a specific consumer group that PWW approves to be included in this definition.

1.18 “ICCID” or “Integrated Circuit Card Identifier” means the 19-20 digit identification number for a SIM Card or eSIM that is used for activation.

1.19 “IMEI” means International Mobile Equipment Identity, the unique permanently assigned identification number installed in each Device when it is manufactured.

1.20 “IMSI” or “International Mobile Subscriber Identity” means a unique number stored in the SIM of the device to acquire the details of the device.

1.21 “Lifeline” or “Lifeline Program” means a federal program created by the FCC as part of the Universal Service Fund (“USF”) that provides subsidy disbursements to telecommunications providers for providing discounted phone services to qualified low-income consumers as defined in the Code of Federal Registry part 54 Subpart E Universal Service Support for Low-Income Consumers and other state or tribal Lifeline Programs which provide subsidy disbursements to telecommunications providers for providing discounted phone services to qualified low-income consumers.

1.22 “Messaging Guidelines” means the guidelines set forth in **Schedule F**.

1.23 “MOU” or “Minutes of Use” means a minute of use of Voice Service. All MOUs under this Agreement will be rounded up to the nearest whole MOU.

1.24 “MPG” or “Minimum Purchase Guarantee” means the amounts of Qualifying Revenue the Customer is obligated to pay to PWW during each of the periods specified in Section 6 of **Schedule B**.

1.25 “MRC” means monthly recurring charge.

1.26 “MSISDN” means the Mobile Subscriber Integrated Services Digital Network Number uniquely identifying a SIM card.

1.27 “Number” means the ten-digit telephone number (Numbering Plan Area/Numbering Plan Exchange or “NPA/NXX”) assigned by PWW to a SIM Card used to provide access to Services.

1.28 “Person” means any individual, subsidiary, corporation, limited liability company, partnership, co-partnership, firm, joint venture, association, joint stock company, trust, estate, unincorporated organization, governmental or regulatory body or other entity.

1.29 “PWW Carrier Profile” means the unique Carrier profile for PWW that will allow activation of a Device with an eSIM on the Carrier Network with an IMSI that is within the PWW-specific IMSI range.

1.30 “Qualifying Revenue” means billing arising out of usage of Voice, Text, Data, MRC, ARPU commitments, and overages. Qualifying Revenues do not include taxes or charges arising out of Roaming services.

1.31 “QR Code” means the Quick Response code which is a type of matrix barcode that contains information about the item to which it is attached.

1.32 “Resale” means the resale (directly or indirectly) of the Services by Customer to other wireless providers, mobile virtual network operators or any other entity that controls the terms and conditions of the services provided to End Users.

1.33 “Roaming” means the service provided to an End User via communications switching equipment or cell site transceiver equipment that is operated by a Person other than Underlying Carrier or its wholly-owned subsidiaries, and with whom Underlying Carrier has an agreement to provide service to Subscribers.

1.34 “Security” means any letter of credit, cash deposit, or other method or facility required by PWW under Section 7.4 to secure billing credit.

1.35 “Service Transaction Gateway” means the electronic application-programming interface between Underlying Carrier and PWW through which PWW may view and perform transactions related to End Users’ SIM Cards.

1.36 “Services” are the Voice Service, SMS service, Data Service, and other services which PWW has agreed to provide to Customer as more fully set forth in **Schedule A**.

1.37 “SIM Card” means Subscriber Identity Module card.

1.38 “SMS” means a short message service text message with up to 160 characters of 7-bit ASCII text or 140 bytes of data sent from (i.e., SMS-Mobile originated or “SMS-MO”) or to (i.e., SMS-Mobile Terminated or “SMS-MT”) an End User’s Device.

1.39 “SMSC” means a short messaging service center operated by or for Underlying Carrier that manages the distribution of SMSs to End Users.

1.40 “SMS Aggregator” means a third-party SMS provider that has a connection with Underlying Carrier’s SMSC.

1.41 “SMS Aggregator Connection” means a connection between Underlying Carrier’s SMSC and its SMS Aggregator.

1.42 “SMS Service” means the SMS service provided by PWW as further described in **Schedule A**.

1.43 “SPIN” means the unique Service Provider Identification Number assigned to service providers by the USAC when an FCC Form 498 is filed.

1.44 “Subscriber” means a Person who purchases Service from PWW or Underlying Carrier, other than Customer or its End Users.

1.45 “Underlying Carrier” or “Carrier” means the national wireless carrier from whom PWW purchases wireless telecommunications services.

1.46 “USAC” means the Universal Service Administrative Company or its successors.

1.47 “Voice Service” means the wireless voice services provided by Underlying Carrier as further described in **Schedule A**.

2. Purpose.

The purpose of this Agreement is to allow Customer to purchase the Services from PWW and to market the Services to its End Users through its own privately labeled handsets, SIM cards, pre-paid cards and/or PINs, provided that (i) all handsets are certified or have been approved by Underlying Carrier as provided in Section 10.11; and (ii) Customer bears all of the costs of such private labeling including, but not limited to, acquisition costs, and purchasing handsets and SIM cards.

3. Services.

3.1 Services Provided. During the term of this Agreement, PWW shall provide to Customer the Services described in **Schedule A**. The Services may be performed by PWW directly or as described herein, or otherwise agreed to by the Parties, through one or more sub-contractors selected by PWW. The wireless voice minutes, SMS and data services will be provided exclusively via the Global System for Mobile Communications (“GSM”) standard.

3.2 Additional Services. During the term of this Agreement, if Customer seeks any additional services not included in **Schedule A**, then PWW may agree or disagree to provide such additional services in its sole discretion. Any additional services and the terms thereof agreed to PWW must be set forth in a written document signed by both Parties.

3.3 Development. The Parties will use commercially reasonable efforts to perform and complete the development work required to enable PWW to provide the Services to Customer. Customer shall cooperate and assist PWW in its development work, including but not limited to providing PWW with Customer's rate plans with the End Users.

3.4 Activation and Numbers. PWW will provide Customer with Numbers so that Customer can activate new End Users pursuant to this Agreement.

3.5 SIM Cards and eSIMs.

i. General. Unless specifically stated otherwise, all references to "SIM Card" in the Agreement will also be deemed to refer to "eSIM".

ii. SIM Card and eSIM ICCID and QR Code Acquisition. Customer is solely responsible for purchasing SIM Cards, eSIM ICCID and QR Codes to provide to the End Users and Customer shall directly purchase them from PWW. PWW agrees that all such SIM Cards, eSIM ICCID, and QR Codes purchased by Customer will comply with the Underlying Carrier's standards (as provided to PWW from time to time) as of the date of purchase. For all eSIMs, PWW will be solely responsible for (a) obtaining, managing and retrieving QR Codes for profile downloads directly from the SIM Card vendor and (b) providing such QR Codes to the Customer. Customer shall be required to provide and shall be solely responsible for providing the QR Codes to the End User.

4. PWW Representations.

PWW covenants, represents and warrants the foregoing:

4.1 Authorization and Power. PWW has the full right, power, and authority to enter into this Agreement and to perform the obligations and transactions contemplated thereby. The execution, delivery and performance by PWW of this Agreement has been duly authorized by all necessary action by PWW and no further action or consent is necessary. The execution, delivery and performance of this Agreement does not violate any applicable laws, rules, regulations or statutes and does not violate or conflict with any other or agreements or statutes to which PWW is a party.

4.2 Authority of Executing Person. The individual executing this Agreement on behalf of PWW has all the requisite power and actual authority to execute and deliver this Agreement on behalf of PWW.

5. Customer Representations.

Customer covenants, represents and warrants the foregoing:

5.1 Authorization and Power. Customer has the full right, power, and authority to enter into this Agreement and to perform the obligations and transactions contemplated thereby. The execution, delivery and performance by Customer of this Agreement has been duly authorized by all necessary action by Customer and no further action or consent is necessary. The execution, delivery and performance of

this Agreement does not violate any applicable laws, rules, regulations or statutes and does not violate or conflict with any other or agreements or statutes to which Customer is a party.

5.2. Authority of Executing Person. The individual executing this Agreement on behalf of Customer has all the requisite power and actual authority to execute and deliver this Agreement on behalf of Customer.

5.3 Compliance. Customer has obtained all licenses, approvals, consents and authorizations from all applicable federal and state governments or departments or agencies thereof necessary for Customer to operate Customer's business currently being operated or to be operated in connection with this Agreement and the Services.

5.4 Federal Universal Service Fund. The information as set forth in the Federal Universal Service Fund certification that Customer provides to PWW, and set forth in **Schedule C**, is true and correct and Customer will immediately notify PWW in writing of any changes in the information set forth in its Federal Universal Service Fund certification. Customer acknowledges and agrees that Customer's covenants, representations and warranties regarding its Federal Universal Service Fund certification set forth in this Agreement are material terms of this Agreement.

5.5 Tax Certificates. If Customer provides PWW with a direct payment permit, sale for resale exemption certificate, sales tax exemption certificate, **Schedule I** certificate, or other applicable exemption certificate, then Customer covenants, represents and warrants that the information as set forth in such certificates is true and correct and that Customer it will immediately notify PWW in writing of any changes in the information set forth in such tax exemption certificates. Customer acknowledges and agrees that Customer's covenants, representations and warranties regarding such tax certificates are material terms of this Agreement.

6. Pricing.

6.1 Payment Obligations. Customer is solely responsible for the payment of all fees, charges and other amounts set forth in this Agreement, including but not limited to all fees set forth in **Schedule B**.

6.2 Schedule of Pricing. The prices to be paid for the Services are set forth in **Schedule B**. If Customer requests additional services not included within the scope of the Services set forth on **Schedule A** and PWW agrees in writing to provide such additional services, then such additional services will be provided at the rates set forth in **Schedule B**, or at such other rates as mutually agreed upon in writing between PWW and Customer.

7. Billing and Security.

7.1 Billing and Payment Terms. Within seven (7) days after the end of each Billing Cycle, PWW will provide Customer, by email, with an invoice of all amounts owed to PWW. Customer shall pay PWW the amounts set forth in each invoice within seven (7) days after the date of the invoice (the "**Due Date**"). Any failure or delay by PWW in sending out any invoices will not relieve Customer of the obligation to pay the amounts reflected in the invoice. Customer expressly acknowledges that some charges incurred in a Billing Cycle may not appear on the invoice for that Billing Cycle and that the charges will appear on subsequent invoices. Customer expressly agrees that Customer is liable for payment of any and all charges that are delayed or appear on subsequent invoices. During the Term, upon notice to Customer, PWW may change the timing of the Billing Cycle or split up the Billing Cycle into two Billing Cycles. PWW will not invoice Customer more than once for the same amount (unless the

amount has not been paid and is past due). All invoices will be sent to Customer solely by email to the email address specified by Customer below or such other email address as provided by Customer to PWW by written Notice pursuant to Section 21:

Email: LHPIGROUP@icloud.com

7.2 Payment Method. Customer shall make payment to PWW via ACH, initiated by PWW on each Due Date. Customer shall complete the ACH authorization form attached hereto as **Schedule H**. Customer warrants that all information provided in such ACH authorization is true and correct. Customer shall notify PWW in writing of any subsequent changes to the information set forth in the ACH authorization within five (5) business days of any such change in the information. If there are insufficient funds in Customer's account to pay the invoice in full, Customer shall pay PWW a fee of \$35.00, in addition to the late charges set forth in Section 7.3 below.

7.3 Late Charge. Any payment received by PWW after the Due Date will be assessed a late charge of 1.5% per month (or the maximum amount permitted by law if less than such amount).

7.4 Security.

7.4.1 Security for Credit or Increases in Credit Limit. Customer's credit limit under this Agreement is One Hundred Thousand Dollars (\$100,000) per invoice ("**Credit Limit**"). If Customer's total charges for the Services are projected to exceed (based on PWW's measurement of Customer's daily usage run rate), or do exceed, its Credit Limit, and as a condition to continuing to provide the Services, PWW may require and Customer agrees to provide a cash deposit from Customer, or an irrevocable letter of credit, in an amount equal to two times the actual or projected Billing Cycle charges for the Services. In addition, PWW may require and Customer agrees to provide additional security, in an amount equal to two times the actual or projected Billing Cycle charges, as Customer's charges for the Services are projected to increase or do increase. Further, if prior to reaching its Credit Limit, Customer fails to pay any invoice in full by the Due Date, PWW may require and Customer agrees to provide PWW with security in the form of a cash deposit or irrevocable letter of credit in the amount of the average invoice amount for the previous six (6) Billing Cycles (if there has not yet been six (6) Billing Cycles, security will equal the average invoice amount to date). Any letter of credit required under this Section shall be irrevocable and in a form and terms approved by PWW in writing. PWW reserves the right to reject any letter of credit in its sole discretion. Any cash deposit by Customer will be held by PWW and can be commingled with any other customer deposits or funds of PWW. The above methods of security are not exclusive and PWW reserves the right to require any other security which it deems necessary, in its sole discretion, to secure Customer's obligations herein. PWW may also routinely evaluate Customer's credit in accordance with PWW's policies and procedures. Customer shall provide PWW with financial statements within fifteen (15) days of any request. If Customer fails to provide the financial statements as requested, PWW may, in its sole discretion, suspend Services until such time as Customer produces the requested financial statements. If, during the Term, PWW determines in its reasonable discretion that security or additional security is needed in light of Customer's financial condition or payment history, then PWW reserves the right to require additional security within ten (10) days written notice to Customer and Customer agrees to provide such additional security.

7.4.2 Security for Government or Quasi-Government Action. In the event Customer receives a Notice of Apparent Liability or other notice of enforcement, investigation, or violation of any law or government program by a federal, state or local government or quasi-government department or agency, Customer shall within two (2) business days of the date of the notice, forward the notice to PWW via email. In the event Customer receives any of the aforesaid notices, PWW shall have the right to require and Customer agrees to provide Security, in addition to the Security set forth in Section 7.4.1 above, in

an amount and form in PWW's sole discretion. Security may include but is not limited to prepayment of invoices, cash deposit, letter of credit, security interest in Customer's assets or some other method or facility for securing Customer's obligations herein.

7.4.3 Application and Release of Security by PWW.

i. Application. In the event of Customer's failure to pay any invoice by the Due Date or to pay any other obligation hereunder, PWW shall be entitled to drawn down upon, in whole or in part, any letter of credit or cash deposit or other security provided by Customer under Section 7.4.1 or 7.4.2 herein, upon five (5) days written notice to Customer, and to apply same to any charges, fees, or other amounts due to PWW under this Agreement. This right is in addition to all other rights and remedies under this Agreement or at law or in equity. Customer shall replenish the letter of credit, cash deposit or other security within five (5) business days of written request by PWW. If Customer files for bankruptcy protection or an involuntary bankruptcy petition is filed against Customer, Customer and PWW agree that PWW shall be entitled to draw down against the Security for all sums necessary to fully satisfy all outstanding invoices (even if such invoices are not yet due or delinquent), together with any other sums that are due at that time. Should PWW seek relief from an automatic stay in order to effect such action, although such relief may not be required under current law, Customer agrees and stipulates to the entry of relief from the stay and agrees to raise no defenses thereto. Customer and PWW stipulate that the Security and PWW's obligations under this Agreement arise out of the same transaction.

ii. Release. No later than sixty (60) days following the last to occur of (a) the termination of this Agreement, and (b) the satisfaction by Customer of all payments due to PWW arising under this Agreement, PWW shall either (a) return to Customer the remaining balance, if any, of the security if Customer provided a cash deposit, or (b) return the letter of credit to the issuing bank if Customer provided a letter of credit.

7.4.4 Failure to Provide or Replenish Security. The obligation of PWW to provide Services is expressly contingent and conditioned upon Customer providing the Security upon the terms and conditions required by PWW, including but not limited to replenishing any Security. If Customer fails to provide such Security or to replenish such Security, then PWW, in its sole discretion, may terminate this Agreement pursuant to Section 14.2.1, limit or suspend Services pursuant to Section 8 until such Security is provided or replenished by Customer to the satisfaction of PWW, or PWW may exercise any other right or remedy under this Agreement, at law or at equity.

7.5 Billing Adjustments. PWW may issue a billing adjustment of any amount going back retroactively up to one (1) year from the date the Services were provided. Such adjustments may include but are not limited to charges for Services that were never invoiced to Customer.

7.6 Disputes. Customer shall notify PWW in writing, as specified below, of any bona-fide, good faith dispute of any charges on an invoice ("**Dispute Notice**") within ten (10) days after the date such invoice is emailed to Customer by PWW pursuant to Section 7.1. The Dispute Notice shall include the reasons for the dispute and a reasonably detailed explanation and account of the alleged invoicing error, including all data and documentation that Customer believes supports Customer's dispute. Customer's failure to provide the Dispute Notice within the time frame and with the information set forth above will be deemed an acceptance of all charges on the applicable invoice and any dispute with respect to such charges will not be deemed a valid dispute. Notwithstanding the Dispute Notice, Customer shall still be required to promptly remit to PWW the full amount of the disputed invoice and Customer shall not be entitled to withhold any disputed amounts. The Parties agree to use their respective best efforts to resolve any dispute within thirty (30) days after the date on which PWW received the Dispute Notice. If

the dispute is not resolved after this thirty-day resolution period, then Customer may take legal action against PWW subject to and consistent with the provisions governing such actions set forth herein.

7.7 Dispute Notices. All Dispute Notices must be sent to PWW by **both email and first class mail** to the addresses set forth in Section 21 or such other email or first class mail address as PWW may provide by email to Customer and the Dispute Notice shall be deemed given upon receipt by PWW.

7.8. No Waiver of Full Payment. PWW's acceptance of any partial payment shall not be deemed a waiver of the full amount owed, a waiver of any disputed amount, or a waiver of any default under this Agreement. Any payment by Customer of less than the full amount owed shall be treated by PWW as a payment on account of the full amount owed. No statement or notation on a payment or document accompanying a payment shall be deemed an accord and satisfaction. PWW may accept any partial payment or may accept any payment accompanied by a statement or notation without regard to such statement or notation and PWW's acceptance shall be without prejudice to PWW's right to recover the balance due under any invoice or to pursue any rights or remedies provided under this Agreement or under any applicable law or at equity.

7.9. Payment in U.S. Dollars. All payments to PWW under this Agreement shall be made by Customer to PWW in U.S. Dollars.

8. Suspension of Services.

If Customer fails to pay any invoice by PWW to Customer by the Due Date, as provided in Section 7.1 above or to pay any other amounts due PWW under this Agreement or if Customer fails to provide or replenish any Security required by PWW as provided by Section 7.4, then PWW will have the right, in its sole discretion, to limit or suspend any or all Services provided to Customer upon five (5) days written notice. Services will be limited or suspended until such time as full payment is received by PWW or the Security is provided or replenished to the satisfaction of PWW, as the case may be. The remedies under this Section are not exclusive and do not limit or otherwise affect PWW's other rights and remedies under this Agreement, by law or in equity, including but not limited to termination of this Agreement.

9. Taxes and Government Charges; Federal Universal Service Fund.

9.1 State Taxes. The pricing set forth in **Schedule B** does not include applicable state sales, use, utility or telecommunications taxes or surcharges or tax-like charges, fees or similar liabilities, including charges and/or fees imposed by state public utility commissions (collectively, the "State Taxes") on the Services provided by PWW to Customer. Customer is responsible for the payment of such State Taxes and such State Taxes will be included in the invoices to Customer.

9.2 Exemption Certificates. If Customer is entitled to an exemption of any applicable State Taxes, then PWW will not pass through or assess such State Taxes provided that Customer provides PWW with an accurate and completed Exemption Certificate in the form attached as **Schedule I** or other resale exemption certificate, sales tax exemption certificate or applicable exemption certificate approved by PWW. If the Exemption Certificate is inaccurate or defective or Customer is denied or determined not to be entitled to such exemption, then Customer shall be responsible for payment of all State Taxes and Customer shall indemnify and pay PWW for any tax liability, including interest and penalty, that it has paid or incurred.

9.3 Federal Universal Service Support. Prior to or simultaneous with the execution of this Agreement, Customer agrees to execute the Federal Universal Service Fund certification attached hereto as **Schedule C**. In addition, at least once annually throughout the Term, Customer agrees to execute the

Federal Universal Service Fund certification within five (5) days after requested to do so by PWW. Further, Customer agrees to deliver to PWW an updated Federal Universal Service Fund certification within ten (10) days of any change in its Federal Universal Service Fund contributor status. Provided that Customer complies with the Federal Universal Service Fund contributor certification requirement in this Section and indicates in the certification that it contributes to the Federal Universal Service Fund, PWW will not assess Federal Universal Service Fund surcharges on Customer's invoices. However, Customer agrees that, if it fails to provide a timely and complete Federal Universal Service Fund certification, or if the Federal Universal Service Fund certification provided is outdated, or inaccurate or has some other defect that renders it ineffective, PWW may assess Customer a surcharge to recover the amount of PWW's Federal Universal Service Fund contribution that PWW owes the Universal Service Administrative Company on the revenues that PWW generates from Customer and may also assess any resulting penalties or interest it incurs. To be clear, this surcharge may be assessed on Customer to recover the amount that PWW owes the Federal Universal Service Fund for contributions that PWW should have made with respect to revenues it generated from Customer in the past, as well as for contributions that PWW should make with respect to revenues it generates from Customer in the future.

10. Customer Obligations.

10.1 Customer Compliance with Laws. Customer shall sell its services and operate its business in a professional, lawful and businesslike manner, and in material compliance with applicable federal and state laws, rules and regulations, including but not limited to the rules, regulations, orders and decrees of the Federal Communications Commission (the "**Commission**") including but not limited to those regarding any applicable requirement that handsets have E911 capability, as well as any applicable federal and state laws, rules and regulations regarding the Lifeline program or the Affordable Connectivity Program, as applicable. Further, Customer shall not participate in the federal and/or state Lifeline program or Affordable Connectivity Program without having first received the proper authorizations from the Commission and/or the applicable state public utility commissions.

10.2 Customer Distribution, Resale and Marketing.

10.2.1. Limited to End Users. Customer shall only sell, market and distribute the Services to End Users with whom it has a direct service contract. Customer shall not sell, market, distribute or provide access to the Services to End Users whose billing address is located outside of the Activation Footprint. For the purposes of clarity, Customer shall not engage in the resale, marketing or distribution of any of the Services to other wireless providers, including but not limited to other resellers or wholesalers, without the prior written consent of PWW.

10.2.2. Excluded Distribution Partners. Customer shall not resell, market or distribute Services to or through any agent, retailer, wholesaler, distributor or sub-dealers listed in **Schedule E** ("Excluded Distribution Partner"), which Schedule E may be updated and amended by PWW at any time and from time to time in the event that the Underlying Carrier updates and amends its distribution partners. Customer shall not in any way contract with, use or engage any of the Excluded Distribution Partners for the purpose of distributing, marketing or selling any of the Services under Customer's own brand(s).

10.2.3. No Comparative Marketing or Sale to Underlying Carrier Customer. Customer shall not make any comparative marketing claims regarding any Underlying Carrier product or service or target any sales or marketing efforts towards any customer that Customer knows is a customer of the Underlying Carrier.

10.3 Eligibility Requirements. Customer will market, sell and distribute Services to End Users in accordance with any applicable eligibility requirements, including without limitation, any applicable regulatory eligibility requirements.

10.4 Terms of Service. Customer's terms of service (or other applicable document) for End Users will be at least as restrictive as those of the Underlying Carrier with respect to the activities that it prohibits or limits with respect to End User's use of the Services, and Customer's terms of service must prohibit the activities listed in the Acceptable Use Policy attached hereto as Schedule D. Notwithstanding the foregoing, PWW acknowledges and agrees that Customer's terms of service (or other applicable document) is not required to use the precise wording of the Acceptable Use Policy.

10.5 Nature of Customer Relationship with PWW and Underlying Carrier. PWW, Customer, and the Underlying Carrier are each independent businesses. This Agreement will not be construed to create a partnership, joint venture, employment, or franchise relationship between PWW, Customer or the Underlying Carrier. Customer is not and Customer may not represent itself to be an agent or legal representative of Underlying Carrier or PWW. Customer may not represent that it is affiliated with PWW or Underlying Carrier in any manner. Customer does not have the authority, express or implied, to bind PWW or the Underlying Carrier to any contract or to otherwise create or bind PWW or Underlying Carrier to any obligation or to make any covenants, representations or warranties to End Users or other third parties on Underlying Carrier's or PWW's behalf.

10.6 No Rights Against Underlying Carrier. Customer acknowledges that Customer does not have and Customer hereby waives any claims against the Underlying Carrier in connection with or arising out of this Agreement, the Services provided by PWW to Customer under this Agreement, or Customer's resale of such Services pursuant to this Agreement. Customer shall not sue Underlying Carrier or seek any other remedy against Underlying Carrier in connection with or arising out of this Agreement, the Services provided by PWW to Customer under this Agreement, or Customer's resale of such Services pursuant to this Agreement. Customer's sole and exclusive remedies in connection with Customer's rights and claims under this Agreement are against PWW. Underlying Carrier has no obligations to Customer arising out of or in connection with this Agreement, the Services provided by PWW under this Agreement, or Customer's resale of such Services.

10.7 Use of Intellectual Property.

10.7.1 Underlying Carrier. Customer may not use any intellectual property of Underlying Carrier, including but not limited to any Underlying Carrier name, trade name, mark, trademark, service mark, trade dress (including color, design, brand and logo), copyrights, patents, inventions, "moral rights", mask works, rights of personality, publicity or privacy, and any other intellectual property and proprietary rights, without Underlying Carrier's prior written consent, which may be withheld in its sole discretion. For example, Customer may not use Underlying Carrier's name in End User materials, including but not limited to Customer's marketing, and promotional materials, SIM cards, handsets, the handset display, point of sale materials, coverage maps, End User contracts, or any other products, services, materials, publicity, or other communications without Underlying Carrier's prior written consent, which may be withheld in its sole discretion. Customer may disclose Underlying Carrier's name in any applicable regulatory materials as required pursuant to any applicable federal, state or local regulations.

10.7.2 PWW. Customer may not use any intellectual property of PWW or its affiliates, including but not limited to any name, trade name, mark, trademark, service mark, trade dress (including color, design, brand and logo), copyrights, patents, inventions, "moral rights", mask works, rights of personality, publicity or privacy, and any other intellectual property and proprietary rights, without PWW's prior written consent, which may be withheld in its sole discretion. For example, Customer may

not use PWW's name in End User materials, including but not limited to Customer's marketing, and promotional materials, SIM cards, handsets, the handset display, point of sale materials, coverage maps, End User contracts, or any other products, services, materials, publicity, or other communications without PWW's prior written consent, which may be withheld in its sole discretion. Customer shall sell its mobile services strictly on a private label basis. Customer may disclose PWW's name in any applicable regulatory materials as required pursuant to any applicable federal, state or local regulations.

10.8 SMS.

(a) SMS and other services that use the SMS Aggregator Connection will comply in all material respects with the SMS Messaging Guidelines, as may be updated at any time and from time to time. If PWW updates the Messaging Guidelines, Customer will have ninety (90) days to ensure that all SMS and other services using the SMS Aggregator Connection comply in all material respects with the updated guidelines. Customer acknowledges that Customer has been provided a copy of such SMS Messaging Guidelines.

(b) Customer will comply in all material respects with PWW's SPAM policy, which may be updated at any time and from time to time by PWW. Customer acknowledges that Customer has been provided a copy of such SPAM policy.

(c) In the event that Customer fails to comply with the SMS Messaging Guidelines or SPAM policy in all material respects, PWW may suspend SMS services to Customer, upon five (5) days written notice of noncompliance, until such time as Customer cures the noncompliance set forth in the notice. This provision is not intended, and does not have the effect, of prohibiting PWW from terminating this Agreement and all SMS services in accordance with Section 14 or exercising any other right or remedy under this Agreement or at law or equity.

10.9 SMS Forecasts. At the request of PWW, Customer will provide a rolling annual forecast (broken out for each month) of estimated SMS message volumes for both SMS-MO and SMS-MT messages. If Customer exceeds the forecasted amount of SMS by more than ten percent (10%), then PWW may, in its discretion, and upon prior written notice, limit the number of SMS going through the SMS Aggregator Connection. Customer and PWW will also discuss a revised forecasting methodology that will more accurately reflect Customer's use of SMS.

10.10 Fraud. Customer shall not knowingly allow, assist, encourage, or participate in any Fraudulent Usage. Customer shall use commercially reasonable efforts to prevent Fraudulent Usage and shall promptly investigate suspected cases of Fraudulent Usage of which it becomes aware (including if PWW notifies Customer of suspected Fraudulent Usage). If PWW becomes aware of unusual volumes or patterns, PWW will make commercially reasonable attempts to notify Customer; provided, however, PWW will have no obligation to so notify Customer of any such volumes or patterns. PWW's sole obligation to Customer with respect to any known actual, alleged or suspected Fraudulent Usage will be to reasonably cooperate with Customer, upon Customer's request, to assist Customer's efforts to stop any Fraudulent Usage that Customer reports to PWW. PWW may, without liability suspend or terminate its performance under this Agreement in whole or in part if Customer fails to terminate in a timely manner End Users engaged in Fraudulent Usage.

10.11 Approval of Handsets. Customer shall not distribute or sell, in connection with the Services, any handset that does not have PTCRB certification. Further, Customer shall not distribute or sell any handset that is not PTCRB certified prior to obtaining the Underlying Carrier's acceptance of that handset. Customer shall not communicate directly with Underlying Carrier regarding such approval and all such communications will be between the Underlying Carrier and PWW, on Customer's behalf.

At Customer's request, PWW will use reasonable commercial efforts to attempt to obtain such acceptance of the handset from Underlying Carrier and Customer shall cooperate with PWW to provide PWW with all documents and information requested by PWW and/or the Underlying Carrier. PWW shall have no responsibility or liability to Customer should the Underlying Carrier reject the handset. Customer will pay PWW's expenses and costs, if any, associated with its attempts to obtain the Underlying Carrier's acceptance. For the purposes of the Section, "acceptance" refers to the Underlying Carrier's approval and authorization that a particular handset may be used on the Underlying Carrier network. PWW may terminate or suspend the Services, in whole or in part, in the event that Customer distributes or sells a handset(s) that was not accepted by Underlying Carrier and such remedy is in addition to all other rights and remedies of PWW under this Agreement, at law or equity.

10.12 Forecasting. At the request of PWW, Customer will provide PWW with a rolling forecast for the following 12 months that sets forth the monthly forecast by zip code. Each monthly forecast will contain the following information:

- (i) Total forecasted End Users per month;
- (ii) Total forecasted End Users to be activated per month;
- (iii) Total Numbers to be activated per month;
- (iv) Total forecasted MOU of Voice Services to be used per month;
- (v) Total forecasted SMS Services to be used per month (see Section 10.9 herein);
- (vi) Total forecasted MB of Data Services to be used per month; and
- (vii) Expected surges in use of Voice Services, SMS Services or Data Services during the month.

For clarity, no forecasts provided pursuant to this Agreement, including, without limitation, this Section 10.12, will establish a binding obligation upon Customer with respect to any use of any Services forecasted.

10.13 Audit Rights. If Customer is participating in a Government Program and is utilizing the ETC/Lifeline rates or Government Program Rates set forth in Schedule B of this Agreement, then PWW reserves the right to audit Customer's books and records, including but not limited to Customer's NLAD subscriber ID lists or equivalent Third Party Administrator Identifier, SPIN, MDN lists, monthly disbursement files, and all other documentation deemed necessary by PWW, in its sole discretion, to determine whether Customer is eligible to utilize the applicable Government Program Rate Plans as described in Schedule B. Customer shall fully cooperate with PWW in connection with the audit and shall provide all documentation requested by PWW.

11. PWW Obligations.

11.1 Services. Nothing in this Agreement requires PWW to provide any of the Services to Customer if Underlying Carrier stops providing the Services to PWW; provided, however, if PWW fails to provide any of the Services to Customer pursuant to this Section 11.1, Customer may terminate this Agreement immediately without liability or penalty except for (i) the obligation to pay for Services rendered up to the date of termination and continuing thereafter for so long as End Users remain on PWW or use the Services provided by PWW; (ii) the use of any Services pursuant to Section 14.3 below, (iii) any indemnification of PWW pursuant to Section 15.1, and any other obligation or responsibility of Customer to PWW incurred prior to the date of termination and continuing thereafter for so long as End Users remain on PWW or use the Services provided by PWW.

11.2 Changes in Activation Footprint. Customer acknowledges and agrees that the Underlying Carrier may change the Activation Footprint at any time and from time to time and that such changes are

not prohibited by this Agreement. If PWW receives notice of any changes in the Activation Footprint from the Underlying Carrier, then PWW will promptly notify Customer of such changes and Customer will be bound by such changes.

12. Ownership of End Users.

The End Users acquired by Customer, as well as the IMEIs, and MSISDNs will be the sole property of Customer. Customer shall be solely responsible for ensuring that End Users receive service and handsets compliant with federal and state laws and regulations. Customer will set End User rates and price plans and is solely responsible for service and billing to its End Users.

13. NO WARRANTY BY PWW.

Customer acknowledges that the quality of service provided by PWW to Customer depends to a significant extent on the quality of service PWW receives from its Underlying Carrier. **UNDER NO CIRCUMSTANCES SHALL PWW BE HELD RESPONSIBLE OR LIABLE FOR ANY CLAIMS OR LOSSES AS A RESULT OF OR ARISING OUT OF ERRORS, DELAYS, OUTAGES, TRANSMISSION DEFECTS, OR SERVICE INTERRUPTIONS CAUSED BY ITS UNDERLYING CARRIER OR FOR ANY OTHER ACTIONS COMMITTED OR OMITTED BY ITS UNDERLYING CARRIER.**

PWW SHALL NOT BE LIABLE FOR ANY CLAIMS AND LOSSES RESULTING FROM OR ARISING OUT OF ANY INTERRUPTION, DELAYS, OUTAGES, ERRORS OR TRANSMISSION DEFECTS CAUSED BY THE CUSTOMER OR THE END USER, OR ARISING OUT OF THE SERVICES, FACILITIES OR EQUIPMENT PROVIDED BY CUSTOMER, OR ANY OTHER SERVICE PROVIDER.

Subject to and without waiving the exceptions and disclaimers set forth above and below, PWW only warrants that the Services performed under this Agreement by PWW will be performed by PWW in a professional manner, in accordance with generally accepted industry standards then in effect for the Services and by PWW personnel having the requisite qualifications to perform the Services. **EXCEPT AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, PWW PROVIDES THE SERVICES (INCLUDING ANY FUTURE ROAMING OR OTHER SERVICES) ON AN “AS IS” BASIS.**

CUSTOMER ACKNOWLEDGES THAT PWW WILL HAVE NO LIABILITY EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT FOR ANY FAILURE, DEFECTS, MALFUNCTIONS OR ERRORS IN THE FACILITIES OR FOR THE PROVISION OF SERVICE TO CUSTOMER OR END USERS. PWW MAKES NO OTHER WARRANTIES REGARDING THE SERVICES PROVIDED HEREUNDER, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE AND PWW EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF FUNCTION EVEN IF PWW HAS BEEN ADVISED OF SUCH PURPOSE OF FUNCTION. PWW EXPRESSLY DISCLAIMS ANY WARRANTIES NOT SPECIFICALLY SET FORTH HEREIN.

14. Term and Termination.

14.1 Term. Unless sooner terminated in accordance with Section 14.2, the term of this Agreement shall commence on the Effective Date and continue thereafter for three (3) years (the “Initial

Term”). Upon expiration of the Initial Term, this Agreement shall automatically renew for additional successive one year terms (each a “Renewal Term”) at PWW’s then current rates, unless terminated by either Party upon at least ninety (90) days’ written notice prior to the end of the Initial Term or the then-current Renewal Term or unless earlier terminated in accordance with Section 14.2 (the Initial Term and any Renewal Terms are collectively referred to herein as the “Term”).

14.2 Earlier Termination. This Agreement may be terminated:

14.2.1 Immediately by PWW, in its sole discretion, if (a) Customer fails to pay any invoice or other amounts due hereunder within five (5) days of PWW’s written notice of non-payment or (b) Customer fails to provide or replenish any Security required by PWW within five (5) days of written notice by PWW.

14.2.2 By PWW if Customer fails to perform any of its non-monetary obligations hereunder or breaches any provision of this Agreement other than breach of non-payment of invoices or other charges, and fails to remedy such breach within ten (10) days (or a lesser period if a lesser period is provided in this Agreement) after PWW notifies Customer of such failure to perform or breach.

14.2.3 By PWW if Customer becomes insolvent, or shall ask its creditors for a moratorium, or shall file a voluntary petition in bankruptcy, or shall be adjudicated as a bankrupt pursuant to an involuntary petition, or shall suffer appointment of a temporary or permanent receiver, trustee, or custodian for all or a substantial part of its assets, which proceeding is not dismissed within sixty (60) days of the filing.

14.2.4 Immediately by PWW if the agreement between PWW and its Underlying Carrier is terminated.

14.2.5 By Customer if PWW fails to perform its obligations hereunder, or breaches any provision of this Agreement, and fails to remedy such breach within thirty (30) days (or a lesser period if a lesser period is provided in this Agreement) after Customer notifies PWW of such failure to perform or breach.

14.2.6 By Customer or PWW pursuant to any other provision of this Agreement expressly providing to Customer or PWW, as applicable, a right to terminate this Agreement.

14.3 Cooperation Upon Termination. In the event that either Party terminates the Agreement prior to the end of the then-current Term for any reason, the Parties agree to cooperate in order to provide continuation of service to Customer’s End Users until the End Users can be assigned to a provider designated by Customer; provided, however, PWW is not required to continue service to Customer’s End Users if PWW terminates this Agreement pursuant to Section 14.2.1 or 14.2.4 above, if Customer is in violation of any laws, rules, or regulations (including but not limited to licensing requirements) or if Customer fails to timely pay for the continued Services. Further, if Customer desires to bulk transfer End Users to another provider at any time during the then-current Term and/or upon the expiration of the then-current Term, PWW and Customer will use reasonable commercial efforts to effectuate such a bulk transfer as quickly as reasonably possible, except that the cost to Customer of transferring End Users to another provider pursuant to this Section 14.3 will be \$2.00 per End User. Customer shall pay this fee prior to any such transfer. In the event that not all End Users are transferred to another provider successfully, PWW will provide a credit so that Customer pays the \$2.00 fee only for End Users that are successfully transferred. Customer acknowledges that the continuation of Services by PWW to Customer under this Section 14.3 is an accommodation to Customer and Customer shall use its best commercial efforts to transfer its End Users to another provider as quickly as possible. Notwithstanding anything to

the contrary herein, if Customer fails to transfer its End User to another provider within sixty (60) days, then PWW may, in its sole discretion, cease providing Service to such End Users.

14.4. Obligations and Payments Due After Termination. In the event of any termination of this Agreement, all money owed by Customer to PWW shall become immediately due and payable on the effective date of termination whether otherwise then due or not (without presentation, demand, protest or notice of any kind, all of which are hereby waived by Customer). Further, except as provided in Section 14.3, in the event of termination of this Agreement, PWW is relieved from any obligation to make any further shipments hereunder, or to provide any additional Services, and may cancel all of Customer's unshipped orders or Services. This relief applies regardless of whether the request for shipment or Services was communicated to PWW prior to the receipt by Customer or PWW of the notice of termination. However, in the event that Customer prepaid for any orders or Services, PWW may, in its sole discretion, either return the prepaid funds or fill the order or provide the Service. Notwithstanding anything to the contrary herein, termination of this Agreement by either Party and for any reason shall not relieve Customer of its obligations to pay all amounts due PWW as of the date of termination and Customer shall further be obligated and required to pay PWW for all Services used by End Users until which time the End Users are no longer active in the PWW system.

15. Indemnification.

15.1 Third-Party Claims.

(a) Customer shall defend, indemnify and hold harmless PWW, as well as PWW's affiliates, subsidiaries, directors, officers, employees, members, principals, agents and representatives from and against any and all claims, demands, liabilities, obligations, losses, damages, actions, causes of actions, and judgments, including but not limited to government forfeitures, government fines, interest, penalties, attorneys' fees and costs, expert witness fees and costs, and other fees and costs of litigation costs or investigation (collectively, the "Losses") that PWW may incur, may be imposed on PWW, or may be asserted by any third party against PWW in any way relating to, arising out of or resulting from (i) any use of the Services by Customer and/or its End Users, (ii) any breach of this Agreement by Customer or any other action or inaction in connection with this Agreement by Customer, (iii) any investigation, lawsuit or other proceedings against Customer by any federal or state government, department or agency, (iv) any investigation any investigation, lawsuit or other proceedings against PWW by any federal or state government, department or agency as a result of any breach of this Agreement by Customer or any actions or omissions by Customer, (v) any contract or agreement between Customer and its End Users (including but not limited to claims for delays, outages, transmission problems or interruption in service), or (vi) any defects in any handsets or other equipment provided by or on behalf of Customer or any other provider or person to End Users. Third-party claims against PWW include, but are not limited to, claims by Underlying Carrier against PWW, claims by End Users against PWW and claims by any federal or state government regulator against PWW.

(b) PWW shall defend, indemnify and hold harmless Customer, as well as Customer's affiliates, subsidiaries, directors, officers, employees, stockholders, agents and representatives, from and against any and all Losses which Customer may incur, may be imposed on Customer, or may be asserted by a third party against Customer in any way relating to, arising out of or resulting from a breach of this Agreement by PWW.

15.2 Notice and Defense. The indemnities agrees to notify the indemnifying party in writing of any such claim or suit within ten (10) days that the pleading, demand letter, government letter or order or other notice is served upon indemnities; and agree to cooperate in a reasonable manner with the indemnifying party and at the indemnifying parties expense, with respect to the defense and disposition

of such claim. The indemnifying party shall have control of the defense or settlement; provided, however, that the indemnifying party shall not enter into any settlement that obligates the indemnities to take any action or incur any expense without the indemnities' prior written consent, and further provided that the indemnities shall have the right to be represented by independent counsel of its own choosing, at its own expense, in connection with such claim or suit. If the indemnifying party fails to defend such suit, then the indemnities, through counsel of its own choice, shall at the expense of the indemnifying party, have the right to conduct the defense of such claim.

16. Limitation of Liability.

IN NO EVENT SHALL PWW BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, ARISING FROM THIS AGREEMENT, THE SERVICES, THE CONDUCT OF BUSINESS OR TRANSACTIONS CONTEMPLATED HEREIN EVEN IF SUCH DAMAGES WERE FORSEEABLE OR RESULTED FROM A BREACH OF THIS AGREEMENT. IN ADDITION, PWW'S LIABILITY IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER TO PWW IN THE PREVIOUS THREE (3) MONTHS. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS ON LIABILITY SET OUT IN THIS CLAUSE HAVE BEEN NEGOTIATED BETWEEN THE PARTIES AND ARE REGARDED BY THE PARTIES AS BEING REASONABLE IN ALL CIRCUMSTANCES.

17. Confidentiality.

17.1 Confidential and Proprietary Information. The terms of this Agreement, its existence and all information furnished to one party by the other party, to which a party has access from the performance of this Agreement, or which a party acquires in the provision of the Services, and any media (whether written, film, tape, optical, magnetic, opto-magnetic, or otherwise) on which such information is stored, shall constitute the confidential and proprietary information or trade secrets (collectively referred to as "**Proprietary Information**") of the party disclosing same (the "**Disclosing Party**"). Such Proprietary Information shall remain the sole and exclusive property of the Disclosing Party and, as such, the party receiving, having access to, or acquiring the Proprietary Information (the "**Receiving Party**") shall: (i) hold all Proprietary Information in confidence, using the same degree of care that the Receiving Party uses to protect its own confidential and proprietary information, but in no event less than reasonable care; (ii) use the Proprietary Information only for the purpose of performing obligations under this Agreement; (iii) reproduce any Proprietary Information only to the extent necessary to perform its obligations under this Agreement; (iv) inform all employees and contractors who handle the Proprietary Information that it is confidential and not to be disclosed to others at any time and otherwise ensure employees and contractors comply with section 17; (v) restrict disclosure of and access to the Proprietary Information only to those employees and contractors who are directly concerned with, and who agree to maintain the confidentiality of, the Proprietary Information; (vi) take all other precautions necessary and appropriate to guard the confidentiality of the Proprietary Information; and (vii) promptly return or securely destroy all Proprietary Information in its (or its employees' or contractors') possession or control, including all originals and copies of all or any portion of any Proprietary Information, upon termination of this Agreement. During the term of this Agreement and at all times thereafter, the Receiving Party, and its employees or contractors, may not directly or indirectly, without the written consent of the Disclosing Party: (a) use the Proprietary Information for any purpose other than for the provision of the Services contemplated in this Agreement; (b) disclose any Proprietary Information to any other person or in any other way publicly or privately disseminate the Proprietary Information; or (c) assist, authorize, or encourage anyone else to use, disclose, or disseminate any Proprietary Information. Any conduct violating the provisions of section 17 will constitute a material breach of this Agreement. Information need not be marked as "Confidential" or "Proprietary" or any other mark or designation in order to constitute Proprietary Information herein.

17.2 Exceptions to Proprietary Information. The confidentiality obligations of section 17.1 do not apply to any portion of the Proprietary Information which is: (i) or becomes public knowledge through no fault of the Receiving Party; (ii) in the lawful possession of the Receiving Party without any obligation of confidentiality prior to the disclosure of the Proprietary Information by the Disclosing Party (as confirmed by the Receiving Party's preexisting records); (iii) disclosed to the Receiving Party by a third party who has the lawful right to disclose the information without breach of any obligation of confidentiality; or (iv) disclosed to a court or governmental agency when required by law, regulation, or order, but only to the extent the disclosure is required. If the Receiving Party is legally required to disclose any of the Proprietary Information of the Disclosing Party to a court or governmental agency, the Receiving Party agrees that, if legally permissible, it will provide the Disclosing Party with prompt written notice of the required disclosure so that the Disclosing Party has the opportunity to pursue its legal and equitable remedies regarding potential disclosure.

17.3 Equitable Relief. In the event of a breach or a threatened breach of any of the provisions of this Section 17, in addition to any and all other rights and remedies available to the Disclosing Party at law or at equity, and without waiving any such rights and remedies, the Disclosing Party shall be entitled to an injunction enjoining and restraining the Receiving Party from any violation of the terms of this Agreement, without being required to post bond or other security of any character, and without having to prove or otherwise establish the inadequacy of available remedies at law for the breach or threatened breach by the Receiving Party. The remedies set forth herein are not exclusive, are cumulative, and the Disclosing Party shall be entitled to any and all remedies available at law or in equity, including without limitation an action for any damages the Disclosing Party may sustain as a result of a breach of this Section 17 by the Receiving Party. The Receiving Party recognizes and agrees that the covenants contained in this Section 17 are reasonable and necessary to protect the legitimate interests of the Disclosing Party, and that any breach or violation of said covenants may result in immediate and irreparable injury and harm to the Disclosing Party. In the event of a breach by either party of the terms of this Section 17, the prevailing party shall be responsible for all reasonable attorneys' fees incurred by the other party in enforcing the terms of this Section 17.

18. Press Releases and Marketing.

Customer grants PWW the sole and exclusive authority to create and distribute press releases and marketing announcements, communications and materials regarding the business relationship and dealings between PWW and Customer. Such releases, announcements, communications and materials will use Customer's name as set forth in this Agreement. Customer shall have the right to approve such releases, announcements, communications and materials and such approval shall not be unreasonably withheld.

19. Force Majeure.

PWW shall not be liable under this Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused or occasioned by, or due to fire, earthquake, flood, hurricane, water, the elements, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, governmental actions, epidemic, pandemic, disruptions in Underlying Carrier's wireless network or any other similar cause beyond its reasonable control. PWW will use reasonable commercial efforts under the circumstances to avoid or remove such causes of nonperformance and shall proceed to perform with reasonable dispatch whenever such causes are removed or have ceased. Notwithstanding the foregoing, if a force majeure event results in an interruption of the Services for more than five (5) consecutive days, Customer may terminate the affected Services or this Agreement, without liability or penalty except for the obligation to pay for any Services

rendered or other amounts due up to the date of termination and for all Services used by End Users until which time the End Users are no longer active in the PWW system in accordance with Section 14.

20. Third-Party Beneficiary.

Underlying Carrier is a third-party beneficiary of this Agreement and Underlying Carrier is entitled to initiate enforcement proceedings as may be appropriate against Customer in the event of any breach of this Agreement, including but not limited to seeking injunctive relief. There are no other third party beneficiaries to this Agreement, including but not limited to Customer's End Users or any Subscribers.

21. Notices.

21.1 Disputes. Dispute notices and responses shall be delivered as set forth in Section 7.7.

21.2 Other Notices. All other notices or communication under this Agreement (“**Notices**”) shall be in writing and shall be sent by email and (i) overnight commercial courier; or by (ii) certified mail, return receipt requested, to the Party receiving such communication at the address set forth below:

If to Customer:

GO MD USA LLC
3385 Airways Blvd STE 201, Memphis TN 38116
LHPIGROUP@Icloud.com

If to PWW:

Prepaid Wireless Wholesale, LLC
Attention: Legal Department
6100 Executive Blvd. Suite 202
Rockville, MD 20852
brandt@pwgns.com

Or to such other address as either Party notifies the other in writing pursuant to this Section 21.2. Email communication will constitute official notice provided it is marked as such with a delivery receipt required and such delivery receipt is returned as delivered.

22. Assignment.

Neither Party may assign this Agreement without obtaining the prior written consent of the other Party, which may not be unreasonably withheld. Notwithstanding the foregoing, a Party may assign this Agreement, without consent, to an affiliate, or an entity which acquires all or substantially all of the stock or assets of the assigning party, or to a successor in a merger, acquisition or restructuring of the assigning party; provided, however, Customer may not assign this Agreement pursuant to this sentence to any Excluded Distribution Partner without the prior written consent of PWW. Except as otherwise provided in the preceding sentence, attempting to assign this Agreement absent the consent of the other Party is a material breach of this Agreement and the other party may terminate the Agreement immediately and any such assignment shall be void.

23. Survival.

The terms and provisions contained in this Agreement that by their sense and context are intended to survive beyond the expiration or termination of the then applicable Term shall so survive the expiration

or termination of this Agreement, including, without limitation, confidentiality (Section 17), limitation of liability (Section 16), indemnification (Section 15) and any payment provisions, including but not limited to the obligation of Customer to pay invoices (Section 7.1) and any other amounts due PWW as of the date of termination and until all End Users are off the PWW system (Section 14.3, 14.4), and Section 13.

24. Governing Law.

This Agreement shall be governed by and construed under the laws of the state of Maryland without regard to conflict of laws principles.

25. Jurisdiction and Venue and Waiver of Trial by Jury.

25.1 Jurisdiction and Venue. Customer consents and agrees that all suits, proceedings and other actions relating to, arising out of or in connection with this Agreement or the dealings between the Parties hereunder, whether founded in contract or tort, shall be submitted to the jurisdiction of the state and federal courts of the state of Maryland and the exclusive venue for all such suits, proceedings and other actions shall be in the Circuit Court or District Court for Montgomery County, Maryland or the United States District Court for the District of Maryland. Customer hereby waives any claim against or objection to the jurisdiction and venue of such courts.

25.2. Jury Waiver. CUSTOMER AND PWW AGREE THAT ANY SUIT, ACTION, OR PROCEEDING, WHETHER CLAIM OR COUNTERCLAIM, BROUGHT OR INSTITUTED BY OR AGAINST CUSTOMER OR PWW, OR ANY OF THEIR SUCCESSORS OR ASSIGNS, ON OR WITH RESPECT TO THIS AGREEMENT, OR THAT IN ANY WAY RELATES, DIRECTLY OR INDIRECTLY, TO THE OBLIGATIONS OF CUSTOMER OR PWW UNDER THIS AGREEMENT, OR THE DEALINGS OF THE PARTIES WITH RESPECT THERETO, INCLUDING BUT NOT LIMITED TO CONTRACT CLAIMS, STATUTORY CLAIMS AND TORT CLAIMS, SHALL BE TRIED ONLY BY A COURT AND NOT BY A JURY. CUSTOMER AND PWW HEREBY EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION, OR PROCEEDING.

26. Attorneys' Fees.

PWW shall be entitled to its attorneys' fees and costs, and all other litigation costs, in connection with Customer's breach of this Agreement.

27. Exclusivity.

i. During the Term (including any renewal terms) of this Agreement, Customer shall activate all of its end users who are eligible to purchase the Services herein exclusively through PWW unless otherwise agreed in writing by PWW. If Customer breaches this Section 27(i), then, in addition to any other rights and remedies available to PWW under this Agreement, at law or at equity, Customer agrees that Customer's rates will increase by twenty percent (20%) for all Services over the prices and rates set forth in the **Schedule B** upon thirty (30) days written notice to Customer by PWW.

ii. Customer further acknowledges that Customer currently uses or may use in the future certain Affiliated Entities to distribute or sell the same services as offered by PWW to Customer under this Agreement. In the event that such Affiliated Entities do not activate their end users exclusively through PWW, then, in addition to any other rights and remedies available to PWW under this Agreement, at law or at equity, Customer agrees that Customer's rates will increase by twenty percent (20%) for all Services over the prices and rates set forth in the **Schedule B** upon thirty (30) days written notice to

Customer by PWW. For the purposes of this Section 27(ii), an Affiliated Entity is defined as a corporation, limited liability company, partnership or other entity in which Customer owns or controls at least fifty percent (50%).

iii. This Agreement is not exclusive as to PWW and nothing in this Agreement will prevent PWW from entering into similar arrangements with, or otherwise providing services to, any other person or entity.

28. Government Program Rate Requirements and Conditions.

Customer shall only be entitled to Government Program Rates, if Customer complies with the following:

i. Customer shall only be entitled to the ETC/Lifeline Rates and Government Program Rates set forth on Schedule B for services activated and filed for under Customer's SPIN. Customer's SPIN must remain in "active" status as determined by the USAC. If requested by PWW, Customer must provide Customer's SPIN to PWW prior to activation by PWW of any Services using such ETC/Lifeline Rates and Government Rates.

ii. In addition, for rates under the Government Programs and Lifeline Program, if requested, Customer must also provide Customer's USAC's subscriber ID (or equivalent unique identifier provided by a state's Third Party Administrator if the subscriber is in CA, TX, or OR) and proof on the NLAD snapshot and/or Lifeline Claims Form. For E-Rate, Customer must provide PWW with copies of the invoices submitted via the FCC Form 472 and/or FCC Form 474.

iii. In addition to i – ii, Customer shall provide PWW with any other documentation reasonably requested by PWW or required by the applicable Government Program upon request.

29. Non-waiver.

The failure or delay by PWW to enforce or exercise at any time any of the rights and remedies or other provisions of this Agreement shall not be construed to be a waiver thereof or of the right of PWW to enforce each and every such right or remedy or provision. No waiver of any breach or other the provisions of this Agreement is valid unless the same is in writing and signed by both parties, and any other attempted modification of such provision shall be null, void and of no effect. Any valid waiver of any breach of this Agreement or waiver of a provision will not be considered to be a continuing waiver or consent to any subsequent breach or subsequent waiver of such provision unless expressly so provided in writing.

30. Amendment.

All modifications to this Agreement must be in writing and signed by both Parties and no oral agreements or conduct of the parties shall in any way be deemed a modification hereof unless and until memorialized in writing.

31. Severability.

Should any provision of this Agreement be found, held, or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of Maryland or any other State or the United States, the parties intend that the remaining provisions of this Agreement shall nevertheless continue in full force and be binding upon the parties and their successors.

32. Integration and Construction.

This Agreement (including the exhibits and schedules thereto) constitutes the entire final agreement among the Parties and there are no agreements, understandings, promises, warranties or representations among the Parties except those set forth herein. Each of the Parties has negotiated this Agreement, and each of the Parties has been represented by counsel or has had the opportunity to obtain counsel and has had the opportunity to make changes to the terms. Accordingly, no rule of construction against the drafter is appropriate or shall be applied in construing the language and terms of this Agreement.

33. Counterparts and PDF Copies.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall together constitute one and the same instrument. This Agreement shall be binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the Parties reflected on this Agreement as the signatories. This Agreement may be executed and delivered via facsimile or by electronic mail, and such Agreement executed and delivered via facsimile or electronic mail shall have the same force and effect as an original document and shall be legally binding upon the parties.

SIGNATURES CONTINUED ON NEXT PAGE

SIGNATURE PAGE TO RESELLER AGREEMENT

The parties are signing this Agreement on the date stated in the introductory paragraph.

Prepaid Wireless Wholesale, LLC

By: Brandt Mensh
Brandt Mensh
Chief Product Officer

CUSTOMER:

Company Name: GO MD USA LLC

By: Apollo Arcallana

Printed Name: Apollo Arcallana

Title: President

Schedule A

SERVICES

PWW will provide the following telecommunications and data services to Customer:

Telecommunications and Data Services

1. Voice services (including call waiting, voicemail and caller ID)
2. Short message service (SMS)
3. Multimedia message service (MMS)
4. General packet radio service
5. Data service, where available
6. 611 service routed to Customer's customer service center
7. International termination of voice calls – provided pursuant to Schedule G
8. Voice Roaming Service
9. VoIP
10. VoWIFI
11. VoLTE
12. SMS Roaming
13. SMS International

All of these services, except for international services, will be provided on Underlying Carrier's core U.S. network.

Schedule B
Pricing Schedule

1. Definitions.

- 1.1. “Average Revenue Per User” or “ARPU”** means the average monthly revenue generated from Voice Services, SMS Services and Data Services, including such services provided over IoT Devices, to PWW per Active End User, as calculated in accordance with Section 2.1 of this Schedule B.
- 1.2. “ETC/Lifeline Plans”** means retail plans that are offered by Customer in accordance with applicable regulatory requirements for the Lifeline Program plans. Customer will provide, ETC/Lifeline Plans only to End Users who are eligible, pursuant to applicable federal regulations, to participate in the FCC’s Lifeline program. Providing ETC/Lifeline Plans to End Users who are not eligible constitutes a material breach of this Agreement. If PWW discovers that any End User that is not eligible for the Lifeline Program have been assigned to an ETC/Lifeline Plan, PWW reserves the right to charge Customer a \$5 non-compliance fee per ineligible End User for each 30 day cycle for which such End User was assigned to an ETC/Lifeline Plan (the **“Non-compliance Fee”**), and such Non-compliance Fee will be charged in addition to the MRC and overage charges, if any, for the ETC/Lifeline Plan to which such ineligible End User is assigned.
- 1.3. “Minimum ARPU Guarantee”** means the dollar amount set forth in Section 2 of this Schedule B, which has been agreed to by the Parties in consideration for the Service Fees set forth in Section 2 of this Schedule B and other terms set forth herein.
- 1.4. Government Program End Users”** means End Users that meet FCC qualifications for the applicable Government Program.
- 1.5. “Government Program Rate Plans”** means the rate plans described in Section 2.3 that will only be available to support the Government Programs during the time period for which the Government Programs are available.
- 1.6. “Service Unit”** means either one (1) MB of Data Service on the Carrier Network, one (1) MOU of Voice Service on the Carrier Network, or twenty (20) SMS of SMS Service on the Carrier Network.
- 1.7. “Usage”** means either a billable or unbillable event containing at least one (1) MB of Data Service on the Carrier Network, one (1) MOU of Voice Service on the Carrier, or one (1) mobile originated SMS of SMS Service on the Carrier Network but excludes any usage that is initiated by Customer for the purposes of creating Usage in order to avoid the Non-Usage Fee as described in Section 2.2.B.
- 1.8. “Wi-fi Calling”** Wi-Fi Calling. Any MoUs generated via using the PWW Wi-Fi calling feature will be rated at the same rate as a Voice Services MoU carried by the PWW Network. Calling via an app to app without the underlying carrier terminating will not be charged but data rates may apply if End User not on Wi-Fi.
- 1.9.** Other capitalized terms in this Schedule have the meaning prescribed to them in the Agreement.

2. **Fees.** Customer will pay PWW the following fees on a 30-day basis:

2.1. Non-Government Program Rate Plans.

All plan options (MRC) are based on a 30 day cycle

	MRC	MOU	TXT	DAT	V/D Units	GB	ARPU	Pooled	Overage
Option 1	\$ 0.90	\$ 0.009	\$ 0.003	\$0.010	N/A	N/A	\$ 8.00	no	N/A
Option 2	\$ 8.50	unlim	unlim	\$ 8.75	N/A	1	N/A	no	\$ 0.0095
	\$ 8.50	unlim	unlim	\$16.50	N/A	2	N/A	no	\$ 0.0095
	\$ 8.50	unlim	unlim	\$23.00	N/A	3	N/A	no	\$ 0.0095
Option 3*	\$ 7.25	N/A	unlim	N/A	650	N/A	* see note	yes	\$ 0.012
	\$ 10.00	N/A	unlim	N/A	1,000	N/A	* see note	yes	\$ 0.011
	\$ 15.00	N/A	unlim	N/A	1,650	N/A	* see note	yes	\$ 0.010
	\$ 26.50	N/A	unlim	N/A	2,950	N/A	* see note	yes	\$ 0.009
Option 4	\$ 0.50	\$0.0175	\$ 0.005	\$ 0.03	N/A	N/A	N/A	no	N/A
*Notes on ARPU									
The minimum ARPU across Option 3 Plans is \$8.00....meaning all subscribers are combined for overall average									

2.2. ETC/Lifeline Plans.

The Primary ETC/Lifeline Rate Plan described in the table is being modified by updating the plan (s) to what is in the table below, such amount to be effective on the Effective Date. In addition, effective on the Effective Date, the terms in Section 2.2(B) below will apply.

- A. For purposes of this Section 2.2.A., a “Combined Unit” means either one (1) MB of Data Service or one (1) MOU of Voice Service, both on the Carrier Network. For each Billing Cycle, for End Users assigned to the Primary (ETC/Lifeline) Rate Plan, PWW will charge Customer an MRC charge equal to the “MRC” amount in the Primary (ETC/Lifeline) Rate Plan table below multiplied by the Daily Average Subscriber Count for the Primary (ETC/Lifeline) Rate Plan. In addition, for each Billing Cycle, PWW will calculate the total Combined Units actually used by End Users assigned to the Primary (ETC/Lifeline) Rate Plan during the Billing Cycle and divide that total by the Daily Average Subscriber Count for the Primary (ETC/Lifeline) Rate Plan (the result being the “Average Use of Combined Units” for the Primary (ETC/Lifeline) Rate Plan), and if the Average Use of Combined Units for the Primary (ETC/Lifeline) Rate Plan exceeds the Combined Unit Limit for the Primary (ETC/Lifeline) Rate Plan from the table below, PWW will calculate an “Overage Charge” by multiplying the amount by which the Average Use of Combined Units exceeds the Combined Unit Limit by (A) the Combined Unit Overage Fee from the table below and (B) the Daily Average Subscriber Count for the Primary (ETC/Lifeline) Rate Plan. SMS Service usage on the Carrier Network by End Users assigned to the Primary (ETC/Lifeline) Rate Plan is not subject to a separate per SMS charge and is not included within the definition of “Combined Unit” or considered when calculating the “Combined Unit Overage Fee.” The charges in this section include applicable domestic toll charges for Voice Service but DO NOT include any International Long Distance charges or any Roaming charges.

- B. Commencing with the June 19, 2022 to July 18, 2022 monthly cycle and for each monthly cycle thereafter, on the last day of each monthly cycle, PWW will use its invoice report to determine (i) all End Users that were assigned to the Primary (ETC/Lifeline) Rate Plan during the entire monthly cycle that had no Usage during such cycle (“Non-Using End Users”), and (ii) the sum of End Users that were assigned to the Primary (ETC/Lifeline) Rate Plan during the entire monthly cycle that had Usage during such cycle and the Non-Using End Users (“Total End Users”), and if the total Non-Using End Users is greater than 25% of the Total End Users, PWW may charge Customer a “Non-Usage Fee” equal to \$5 for each Non-Using End User that exceeds 25%. The Non-Usage Fee will not be prorated, and PWW may apply any Non-Usage Fee in arrears. In the event that the FCC or other government agency grant limited waivers regarding the Lifeline Program requirement for non-usage tracking and non-usage de-enrollment, impacted Non-Using End Users will be excluded from the 25% threshold described above in accordance with the terms of the limited waivers granted by the FCC or other government agency.

[INSERT TABLE FOR RATES]

- 2.3. Government Program Rate Plans.** MRC Plans (described in the table below) will be made available to Customer effective on the first day of the billing cycle after PWW can make MRC Plans available in the billing system following the Effective Date.

A. Availability of Government Program Pooled Rate Plans

Customer may assign Government Program End Users to Government Program Pooled Rate Plans as long as the applicable Government Program remains available, as determined by the FCC. If the Government Programs end, effective sixty (60) days following such date, PWW will freeze the Government Program Pooled Rate Plans in the billing system so that no additional End Users can be assigned to the Government Program Pooled Rate Plans. End Users that are assigned to the Government Program Pooled Rate Plans as of the date PWW freezes the Government Program Pooled Rate Plans in the billing system may remain assigned to the Government Program Pooled Rate Plans until such End Users are either moved to another eligible rate plan in this Schedule B or deactivated. For clarification, End Users that are moved from a Government Program Pooled Rate Plan to another eligible rate plan in this Schedule B following the date PWW freezes the Government Program Pooled Rate Plans cannot be moved back to any Government Program Pooled Rate Plan.

B. Government Program Conditions.

Customer’s ability to assign End Users to the Government Program Pooled Rate Plans is conditioned upon Customer complying with the following terms: (i) Customer may only assign Government Program End Users to the Government Program Pooled Rate Plans, and (ii) the terms in Section 2.3.C below, ((i) and (ii) together, the “**Government Program Conditions**”).

If PWW discovers that Customer has violated any of the Government Program Conditions, which violation continues for more than thirty (30) days after written notice from PWW to Customer, PWW may exercise its rights under Section 8 of the Agreement (Suspension of Service) until such time as such Customer is no longer in violation of any of the Government Program Conditions. In addition, if Customer has violated any of the Government Program Conditions which violation continues after the foregoing 30-day cure period above, for each offending End User, for each Billing Cycle following such 30-day cure period (including the Billing Cycle during which the 30-day cure period ends), PWW may charge Customer a \$5 non-compliance fee per End User for such Billing Cycle (the “**Non-compliance Fee**”) and such Non-compliance Fee will be charged in addition to the MRC and overage charges, if any, for the Government Program Rate Plan to which the offending End User is assigned. If Customer cures a

violation following the 30-day cure period, PWW will no longer charge Customer the Non-compliance Fee per Billing Cycle for the offending End User commencing with the Billing Cycle during which the violation was cured. The Non-compliance Fee will not be prorated, and PWW may apply any Non-compliance Fee in arrears.

Commencing with the June 19, 2022 to July 18, 2022 monthly cycle and for each monthly cycle thereafter, on the last day of each monthly cycle, PWW will use its invoice report to determine (i) all End Users that were assigned to the Primary (ETC/Lifeline) Rate Plan during the entire monthly cycle that had no Usage during such cycle (“Non-Using End Users”), and (ii) the sum of End Users that were assigned to the Primary (ETC/Lifeline) Rate Plan during the entire monthly cycle that had Usage during such cycle and the Non-Using End Users (“Total End Users”), and if the total Non-Using End Users is greater than 25% of the Total End Users, PWW may charge Customer a “Non-Usage Fee” equal to \$5 for each Non-Using End User that exceeds 25%. The Non-Usage Fee will not be prorated, and PWW may apply any Non-Usage Fee in arrears. In the event that the FCC or other government agency grant limited waivers regarding the Lifeline Program requirement for non-usage tracking and non-usage de-enrollment, impacted Non-Using End Users will be excluded from the 25% threshold described above in accordance with the terms of the limited waivers granted by the FCC or other government agency.

C. Comply with Government Program Regulation

For Customer that participates in Government Program, (“**Government Program Customer**”), PWW is responsible for ensuring that each Government Program Customer has requisite approval from the appropriate regulatory body to participate in the Government Program before a Government Program Customer is permitted to market and sell Services to Government Program End Users. Customer will provide PWW proof of qualification to participate in the Government Program within 3 days of executing this Agreement if they have not already done so. PWW is requiring that the Government Program Customer will provide, Government Program Pooled Rate Plans only to Government Program End Users who are eligible, pursuant to applicable federal regulations, to participate in the FCC’s Government Program. Providing Government Program Pooled Rate Plans to End Users who are not eligible constitutes a material breach of the Agreement with PWW.

D. Government Program Pooled Rate Plans

For each Billing Cycle, for Government Program End Users assigned to any of the MRC Plans described in the Government Program Pooled Rate Plans table below, PWW will charge Customer (i) an MRC charge (calculated separately per MRC Plan) equal to the amount in the applicable “MRC” column from the table below multiplied by the Daily Average Subscriber Count for such MRC Plan, and Customer will receive the number of MB/MOU Service Units set forth in the associated “MB/MOU Service Unit Cap” column in the table below during each Billing Cycle per Daily Average Subscriber Count for such MRC Plan, pooled among the End Users assigned to such MRC Plan, (ii) the per SMS rate set forth in the applicable “Per SMS Rate” column in the table below for each SMS of SMS Service on the Carrier Network during the Billing Cycle, and (iii) for each Billing Cycle, for each of the MRC Plans, PWW will separately calculate the total MB/MOU Service Units actually used by the End Users assigned to each MRC Plan during the applicable Billing Cycle and divide that total by the Daily Average Subscriber Count for the applicable MRC Plan (the result being the “**Average Use of MB/MOU Service Units**”), and if the Average Use of MB/MOU Service Units exceeds the MB/MOU Service Unit Cap for the applicable MRC Plan from the table below, PWW will calculate and charge an “**Overage Charge**” by multiplying the amount by which the Average Use of MB/MOU Service Units exceeds the applicable MB/MOU Service Unit Cap by (y) the applicable Per MB/MOU Service Unit Overage Rate from the table below and (z) the Daily Average Subscriber Count for the applicable MRC Plan. The charges in this section include applicable domestic toll charges for Voice Service but DO NOT include any International Long Distance charges or Roaming charges. International Roaming is not available for the Government Program Pooled Rate Plans.

Plan	MRC	Pooled Units	SMS	Overage
Plan 1	\$2.75	500	Unlimited	\$0.005/Unit
Plan 2	\$3.25	750	Unlimited	\$0.005/Unit
Plan 3	\$8.50	3000	Unlimited	\$0.005/Unit
Plan 4	\$13.50	5000	Unlimited	\$0.005/Unit
Plan 5	\$25.00	10000	Unlimited	\$0.005/Unit

3. **Onboarding Fee:** WAIVED.
4. **Bulk Texting and Text Management:** \$.01 per SMS
5. **International Long-Distance setup fee:** \$1,500 for PWG provided International Long Distance or \$3,000 for Customer provided International Long-Distance provider.
6. **Minimum Purchase Guarantee.** WAIVED.
7. **Long Distance Calling.**

7.1. **Domestic Long Distance.** There is no additional charge for Domestic Long Distance.

7.2. **International Long Distance.** When End Users place International Long Distance (“ILD”) calls, Customer will pay either PWG or Customer’s own third-party long distance provider for the ILD calls. PWG offers two options for ILD: PWG-Provided ILD or Third-Party Provided ILD. The set up fees are \$1500 for PWG-Provided ILD and \$3000 for Third-Party ILD. Customer will also pay ILD usage fees to either PWG or the Third-Party ILD provider. Alternatively, Customer may elect not to allow End Users any ILD service.

CUSTOMER SHOULD MAKE ILD SELECTION BY CHECKING ONE BOX:

No ILD PWG-Provided ILD (\$1500) Third-Party ILD (\$3000)

8. **Domestic Roaming Services.** PWG will invoice Customer for domestic Roaming Services as follows: (a) \$0.08 per MOU for Domestic Roaming Voice Services; (b) \$0.01 per SMS for Domestic Roaming SMS Services; and (c) \$0.30 per MB for Domestic Roaming Data Services. Roaming Services usage volume will be calculated based on actual usage in accordance with the usage calculations applicable to other Services set forth in this Schedule. For clarification, all charges for Roaming Services are incremental, and will be charged separately from and in addition to the charges for Services stated in Section 2 above. Charges for Roaming Services will not contribute to the calculation of Customer’s Minimum ARPU Guarantee or Minimum Purchase Guarantee.
9. **International Roaming Services.** In the event PWG offers and is able to provide International Roaming Service available to Customer, and Customer elects to purchase such Service, T- Mobile will provide International Roaming Services and PWG will invoice Customer for international Roaming Services at the rates set forth in a separate Roaming Agreement. MMS will be billed at the applicable international Roaming Data Services rate, with no per-event charge. International Roaming Services usage volume will be calculated based on actual usage in accordance with the usage calculations applicable to other Services set forth in this Schedule. For clarification, all charges for international Roaming Services are incremental, and will be charged separately from and in addition to the charges for Services stated above. Charges for international Roaming Services will not contribute to the calculation of Customer’s Minimum ARPU or Minimum Purchase Guarantee.

International Roaming Rates-All countries except C/M			
	MOU	TXT	DAT
	\$0.3000	\$0.0600	\$0.2400
International Roaming Rates-Canada & Mexico Only			
	MOU	TXT	DAT
	\$0.0795	\$0.0200	\$0.0795

10. Calculation of Service Volumes. The amounts owed by Customer under this Agreement and the Invoices issued by PWW will be based on the data in PWW's billing system (e.g., MOUs, SMS, Data Session Volume, etc.). PWW may change or otherwise update the method by which it calculates usage for Service at any time during the Term.

11. Voice Service.

11.1. PWW's switching and billing systems will calculate the MOUs based on 60- second increment usage, with each call being rounded up to the next full MOU (i.e., a 121 second call would be billed as a 3 MOU call).

11.2. Each call is separately measured and charged even if several separate calls are made simultaneously. Customer understands that charges for Service commence upon call origination (including time before answering) and end upon call termination, each as determined by PWW's internal network elements. Customer agrees that PWW may change the manner in which calls are measured in its sole discretion and upon reasonable notice to Customer.

12. SMS Service. PWW will add the total number of SMS messages (including SMS-MO and SMS-MT), including administrative SMS messages, during each Billing Cycle. Message wait indicators will be included as SMS messages for billing purposes. MMS will be billed at the Data Services rate set forth above, with no per-event charge.

13. Data Service. PWW will calculate the total Data Session Volume (defined below) for all Data Sessions during each Billing Cycle. Each Data Session will be rounded up to the nearest KB when determining the Data Session Volume.

“**Data Session**” means the duration between the moment in which a Device and the PWW Facilities create a packet data protocol (“**PDP**”) context activation state in which the Device is given an IP address, until the time in which the Device and the PWW Facilities return to a PDP context deactivation state. “**Data Session Volume**” means the total number of bytes (rounded up to the nearest KB) that are transferred to and from a Device during a Data Session during the Billing Cycle. The total Data Session Volume for a Billing Cycle will be expressed in MB on the Invoice.

14. Professional Services. PWW has no obligation to provide professional services to Customer under this Agreement (e.g., in-platform vendor additions, changes, or removals, SMS Aggregator additions, changes, or removals, MMS aggregator additions, changes, or removals, Data aggregator additions, changes, or removals, Content Platform Provider additions, changes, or removals, price plans, rate plan NOCs, etc.). If Customer requests professional services under this Agreement, PWW may in its discretion provide these services and Customer will pay for the services at PWW's standard hourly rate of \$200.

15. Changes to Rates and Fees. Without limiting any of PWW's other rights to change rates and fees payable under this Agreement, where any rate or fee includes any pass-through costs (e.g., a charge or part of a charge that reflects charges or costs incurred by PWW with any third person, including third party interconnection), and the pass-through changes at any time, PWW may alter the rate or fee accordingly with immediate effect. PWW will give Customer reasonable written notice of any change, which is made to rates and fees payable by Customer to PWW.

16. eSIM; Carrier Profile Installation Fee. Subscribers that have a Device with an eSIM that want to become a Customer End User may download the appropriate PWW Profile on their eSIM. In addition, Customer End Users that want to move from a physical SIM Card to an eSIM may download the PWW Profile on their eSIM. PWW will charge Customer a “**Carrier Profile Installation Fee**” of \$1.50 for each instance of a

download of the PWW Profile by an End User that accompanies one of the following actions:

- 16.1.** first time activation of a new MSISDN/eSIM
- 16.2.** existing End User moves from a physical SIM Card to eSIM for the first time

For clarification, the Carrier Profile Installation Fee will not contribute towards Customer's achievement of the Minimum Purchase Guarantee under Section 6 of this Schedule B. Also for clarification, device changes for an individual subscriber who has an existing PWW Profile download on an eSIM will not be charged the Carrier Profile Installation Fee a second time.

Schedule C
2023 FEDERAL UNIVERSAL SERVICE FUND
ANNUAL EXEMPTION CERTIFICATION FORM

U.S. Carriers

Reseller Customer:

Providers of telecommunications, such as **Prepaid Wireless Wholesale, LLC**, (“PWW”), are required to contribute to the federal Universal Service Fund (“USF”) and other support funds (collectively, “FUSF”) established by the Federal Communications Commission (“FCC”). **Companies purchasing PWW’s telecommunications or interconnected VoIP services (“Customer”) will be exempted from application of any PWW FUSF surcharge for 2023 if Customer returns a completed and signed certification form.**

This certification must be completed and provided to **PWW** on an annual basis and **will be used for treatment of Customer’s purchases from PWW during the Term of this Agreement.**

Please review, complete and sign the certification below within fifteen (15) calendar days. If **PWW** does not receive the completed certification identifying the exemptions applicable to the Customer within the above-mentioned time period, **PWW** may assess an FUSF surcharge on services purchased by the Customer, as appropriate.

CUSTOMER AND ACCOUNT INFORMATION:

Customer Legal Name (and Name under which Customer files FCC Form 499A if different):_

Form 499 Filer ID:835969_____

Address: 3385 Airways BLVD_____

FUSF Contact Person Printed Name:Apollo Arcallana_____

FUSF Contact Person Phone:888-818-9220_____

FUSF Contact Person Email Address:Apollo@gomdusa.com_____

PWW will rely on Customer’s certification for all services that are provided during the calendar year for which this certificate applies, regardless of whether services are purchased before or after the date of the certificate. **If Customer’s certification does not apply to all accounts and all services, provide a separate list of the accounts (if any) that are NOT RESOLD in the form of telecommunications or interconnected VoIP service.** Such accounts would NOT be exempt from any **PWW** FUSF surcharges.

CERTIFICATION OF EXEMPTION

Customer certifies, under penalty of perjury, that **PWW**'s FUSF charges do not apply because: (Circle or check to confirm you are claiming an exemption):

Customer is purchasing service(s) for resale, not for the Customer's internal use, and is incorporating the purchased services into its own offerings which are, at least in part, assessable U.S. telecommunications or interconnected Voice over Internet Protocol services. Customer either directly contributes to the FUSF or has a reasonable expectation that another entity in the downstream chain of resellers directly contributes to the federal universal service support mechanisms on the assessable portion of revenues from offerings that incorporate the purchased services. **(Customer must provide a filer ID)**

Customer agrees and acknowledges that this certification is accurate as to services purchased in calendar year 2023. Customer has a continuing obligation to maintain the accuracy of this form and will notify and provide an updated certification form to **PWW**, within 20 calendar days, of any changes to the representations made on this form.

Customer understands that if **PWW** determines Customer's claimed status is invalid, inaccurate, incomplete, or, the undersigned accepts responsibility for all applicable taxes, surcharges or fees (including without limitation USF and other support fund obligations) that would have been applicable absent the claimed exemption. Customer agrees **PWW** may bill all applicable past and/or future charges, including late payment charges, interest and/or penalties. Customer acknowledges that **PWW** may bill for any time period for which Customer's information was invalid, inaccurate, incomplete, or false and expressly waives any limitations period, contractual back billing restrictions, statute of limitations or similar limitation period that may otherwise apply. Customer further agrees to indemnify and hold **PWW** harmless from any and all claims arising from an exemption determined to be invalid, inaccurate, incomplete or false.

Customer acknowledges that **PWW** may provide a copy of this certification form to the Universal Service Administrator, the FCC, or an authorized auditor.

Customer certifies under penalty of perjury that the company is purchasing service(s) for resale, at least in part, and that the company is incorporating the purchased services into its own offerings which are, at least in part, assessable U.S. telecommunications or interconnected Voice over Internet Protocol services. I also certify under penalty of perjury that the company either directly contributes or has a reasonable expectation that another entity in the downstream chain of resellers directly contributes to the federal universal service support mechanisms on the assessable portion of revenues from offerings that incorporate the purchased services.

Signature of Authorized Customer Representative: _____

DocuSigned by:
Apollo Arcallana
AAA38E1F074B49D...

Printed Name of Authorized Representative: Apollo Arcallana

Title of Representative: President _____

Date (MM/DD/YEAR): 03/04/2023

Schedule D

ACCEPTABLE USE POLICY

1. Permissible and Prohibited Uses. Your data plan (“**Data Plan**”) is intended for Web browsing, messaging, and similar activities on your device and not on any other equipment. Unless explicitly permitted by your Data Plan, other uses, including for example, tethering your device to a personal computer or other hardware, are not permitted. Examples of prohibited uses include but are not limited to: (a) server devices or host computer applications, including continuous Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file-sharing applications that are broadcast to multiple servers or recipients, “bots” or similar routines that could disrupt net user groups or email use by others or other applications that denigrate network capacity or functionality; (b) as a substitute or backup for private lines or dedicated data connections; (c) any activity that adversely affects the ability of other users or systems to use either Underlying Carrier’s services or the network-based resources of others, including the generation or dissemination of viruses, malware or “denial of service” attacks; (d) accessing, or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate, Underlying Carrier’s or another entity’s network or systems; or (e) running software or other devices that maintain continuously active Internet connections when a computer’s connection would otherwise be idle, or “keep alive” functions. For example, you cannot use a Data Plan for Web broadcasting, or for the operation of servers, telemetry devices or supervisory control and data acquisition devices; or (f) results in unusually or unreasonably high usage in any period consistent with abuse and/or fraud.

2. Protective Measures. To provide a good experience for the majority of our customers and minimize capacity issues and degradation in network performance, we may take measures including temporarily reducing data throughput for a subset of customers who use a disproportionate amount of bandwidth; if your total usage exceeds 10 GB (amount is subject to change) during a billing cycle, we may reduce your data speed for the remainder of that billing cycle. We may also suspend, terminate, or restrict your data session, plan, or service if you use your Data Plan in a manner that interferes with other customers’ service, our ability to allocate network capacity among customers, or that otherwise may degrade service quality for other customers.

3. Downloadable Content and Applications. You can purchase content and applications (e.g., downloadable or networked applications, wallpapers, ringtones, games, and productivity tools) (“**Content & Apps**”) for and with your compatible dev Underlying Carrier does not sell some Content & Apps that you can purchase with your device; for these Content & Apps, you can identify the third party seller at the point of purchase. For these third party purchases, although the charges will appear on your Underlying Carrier bill, Underlying Carrier is not responsible for the Content & Apps, including download, installation, use, transmission failure, interruption, or delay, or any content or website you may be able to access through any application. Any support questions related to these Content & Apps should be directed to the third-party seller identified at the point of purchase. When you use, download or install Content & Apps sold by a third-party seller, you may be subject to license terms between you and the third party seller and application developer or content owner. When you use, download, or install Content & Apps that you purchase from Underlying Carrier, the Content & Apps are licensed to you by Underlying Carrier and may be subject to additional license terms between you and the creator or owner of the Content & Apps. Whether purchased from Underlying Carrier or a third-party seller, any Content & Apps you purchase are licensed for personal, lawful, non-commercial use on your device only. You may not transfer, copy, or reverse engineer any of the Content & Apps, or alter, disable or circumvent any digital rights management security features embedded in the Content & Apps.

4. Misuse of Service or Device. You agree not to misuse the service or any device, including: (a) reselling or rebilling our service (except as expressly authorized by Underlying Carrier); (b) using the service or device to engage in unlawful activity, or engaging in conduct that adversely affects our customers, employees, business, or any other person(s), or that interferes with our operations, network, reputation, or ability to provide quality service; (c) tampering with or modifying your device; (d) "spamming" or engaging in other abusive or unsolicited communications; (e) reselling Underlying Carrier devices for profit, or tampering with, reprogramming or altering a Device for the purpose of reselling the device; or (f) assisting or facilitating anyone else in any of the above activities. You agree that you won't install, deploy, or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate a transmitted Radio Frequency ("RF") signal.

Schedule E

EXCLUDED DISTRIBUTION PARTNERS

Excluded Distribution Partners. PWW will not, and will not permit Customer to, solicit or sell the Service to any of the following Distribution Partners (including any of the Distribution Partners' brick-and-mortar or online stores) and channels, including any successors in interest (or other entity that assumes the rights and/or obligations of any Distribution Partner or channel) thereto:

(a) The following retailers:

- 7-11
- Best Buy
- CarToys
- Costco
- Dollar General
- Family Dollar
- Office Depot
- Rite Aid
- Sams Club
- Staples
- Target
- Walgreens
- Wal-Mart

(b) Any exclusive Carrier distributor or retailer.

(c) The following wholesalers (including any affiliates, subsidiaries, partnerships, copartnerships, joint ventures, associations, unincorporated organizations, or other entities that are Affiliates of these wholesalers, including any successors in interest to such Affiliates):

- 4 G Wireless, Inc.
- American Telecommunications Inc.
- Ameritel PR, LLC
- Athakhanh Enterprise, Inc
- Blackstone
- Dynamic Wireless Corp.
- Empire Page (PPC)
- Florida Auto Phone, Inc.
- Fonepool Inc
- HK Enterprises, Inc.
- Jstream, Inc.
- Key-Comm International, Inc.
- Lindsay Export, Inc.
- Lunex
- Megatel
- Midtown Cellular, Inc.
- Modern Wireless

- National Wireless
- Norberto Marchany Torres
- Pager PartMart
- Personal Communications Center Inc.
- Pinnacle Wireless, LLC
- Portables Unlimited, LLC
- Q Communications Cos. Inc
- Quality Distributors, LLC
- Rush Star
- Sim Chip World
- Smart Cellular Communication Corporation
- TCC Communications, Inc.
- Total Consulting Group (Total Mobile)
- United Digital & Tanning, Inc.
- United Mobile Solutions LLC
- Up Mobile
- Urge Mobile
- Wirefree LLC
- Wireless Distributor Networks
- Wireless Shop

(d) Any Carrier company-owned or branded stores, including the Carrier limited stores.

(e) Upon notice to Customer, PWW may add (i) retailers to the list in (a) above and (ii) wholesalers to the list in (c) above; provided, however, that under no circumstances shall Customer be prohibited from selling the Service in retail or wholesale outlets in which it currently sells or in which it sells at the time PWW attempts to add them to this Schedule C, unless the retail or wholesale outlet in question is outside the channel distribution plan or strategy previously approved or permitted by Carrier, or otherwise disclosed within the aggregator application approved by Carrier when it approved Customer at issue, in which case PWW may require the Customer to withdraw from the retail or wholesale outlet that it adds to the lists above.

(f) Notwithstanding anything to the contrary in this Schedule C, Customer is permitted to continue to use ePINs, but no other services or products, at the following retailers: 7-11, Dollar General, Family Dollar, Rite Aid; and through the following wholesalers: Blackstone, Empire Page (PCC), Modern Wireless, Total Consulting Group (Total Mobile), Up Mobile, Urge Mobile, and Wireless Shop.

Schedule F

MESSAGING GUIDELINES

A. Message Guidelines

1. Customer will not send any SMS via the Underlying Carrier Network that include characters other than those included in the then-current Short Message Peer-to-Peer (“SMPP”) character set, designated by PWW from time to time.
2. Customer is responsible for all Content and materials included in the Services and any and all SMS distributed in connection therewith, and Customer will not assist, encourage or participate in any Content and materials that contain any material that:
 - (a) Is unlawful, obscene, or defamatory or violates any Intellectual Property Rights or any other rights of any third party;
 - (b) Facilitates any illegal activity;
 - (c) Contains any sexually explicit content or images;
 - (d) Is false, misleading, or likely to mislead or deceive (including, without limitation, information relating to the source or the author of the message); or
 - (e) Promotes violence, discrimination, or illegal activities.

Customer will use commercially reasonable efforts to prevent any such usage and will promptly investigate suspected cases of such usage of which it becomes aware (including if PWW notifies Customer of such suspected Usage).

B. Technical Guidelines

1. Customer may only send SMS to and from the SMS Short Codes obtained by PWW from CTIA and provided by PWW to Underlying Carrier.
2. Customer will only connect to the Internet Protocols (“IPs”) and ports provided by PWW.
3. Customer will not change any service configurations unless PWW approves or requests the change (for example, switching ports or SMS Short Codes).
4. PWW will throttle Customer SMS so as not to exceed a rate of [50] messages per second for each approved service, unless PWW and Underlying Carrier otherwise mutually agree in writing to a different throttle rate.
5. PWW will buffer SMS so that SMS sent from PWW to End Users in connection with the services will not be returned to End Users as undeliverable.

SCHEDULE G

International Termination services

This Schedule G - International Termination Services (the “Schedule”) - is attached to and incorporated into the Reseller Agreement, (the “Agreement”), between PWW and the company named below (“Customer”). Capitalized terms used but not defined herein shall have the meanings assigned in the Agreement and the terms of this Schedule, the terms of this Schedule shall prevail.

1. SERVICES; ROUTING:

1.1. The services referenced in this Schedule, refer to the termination of calls to international destinations (collectively referred to as the “Services” and individually a “Service”).

1.2. Should actual Traffic information (measured in minutes of use) not be available, the Parties will mutually agree on a suitable alternative basis for calculating compensation that most closely approximates the actual usage and this Agreement shall be deemed to be amended in the manner permitted herein.

2. BILLING AND PAYMENT; RATES AND CHARGES:

2.1. Customer shall pay PWW for the Services at the rates, fees and charges set forth (A) in this Schedule; and (B) in the initial or amended rate schedules delivered by PWW to Customer.

2.2. PWW may revise the rates, monthly recurring and other charges in this Schedule, and the Rate Schedules, upon written notice to Customer. Unless a later effective date is otherwise stated in the notice, rate changes, and changes to other charges, are effective within five (5) days of the date of PWW’s notice. Dial codes (country/city/breakout codes/bands) changes may be made with 7 (seven) calendar days prior written notice.

2.3. Customer shall pay PWW a set-up fee of \$1,500 for the Services. This set-up fee must be received by PWW before PWW starts any testing, or any other work, to set up the Services for Customer. In the event that Customer wants PWW to route international calls to Customer’s own DID so that Customer can terminate international calls itself or through an alternative carrier, Customer shall pay PWW a set-up fee of \$3,000.

3. COMPUTATION OF MINUTES OF USE:

3.1. Terminating Traffic will be measured by PWW to determine the basis for chargeable minutes of use. The measured minutes will be the chargeable “Traffic” minutes.

3.2. Measurement of Traffic minutes begins when the terminating entry switch receives answer supervision indicating the terminating end user has answered.

3.4. The measurement of terminating call usage ends when the terminating entry switch receives disconnect supervision indicating the terminating end user has disconnected.

3.5. Traffic will be measured in the following increments:

(A) International Terminating Traffic (excluding Mexico): thirty (30) second minimum per call and in increments of six (6) second thereafter.

(B) International Terminating Traffic to Mexico: sixty (60) seconds minimum per call and in increments of sixty (60) seconds thereafter.

4. FRAUDULENT CALLS:

4.1. Customer shall not be excused from paying PWW for Services provided to Customer or any portion thereof on the basis that fraudulent calls comprised a corresponding portion of the Services. Customer shall defend, indemnify and hold harmless PWW from all Claims and Losses arising from fraudulent calls of any nature carried by means of the Services. In the event PWW discovers fraudulent calls being made, nothing contained herein shall prohibit PWW from taking immediate action, without prior notice to Customer, that is reasonably necessary to prevent such calls from taking place. Notwithstanding, it is understood that PWW is under no obligation to investigate the authenticity of calls charged to Customer's account and shall not be liable for any fraudulent calls processed by PWW and billed to Customer's account.

SCHEDULE I
Sales and Use Tax Exemption Certificate

UNIFORM SALES & USE TAX EXEMPTION/RESALE CERTIFICATE — MULTIJURISDICTION

The below-listed states have indicated that this certificate is acceptable as a resale/exemption certificate for sales and use tax, subject to the notes on pages 2–4. The issuer and the recipient have the responsibility to determine the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: GO MD USA LLC

Address: 3385 Airways BLVD STE 201, Memphis TN 38116

I certify that:

Name of Firm (Buyer): GO MD USA LLC

Address: 3385 Airways BLVD STE 201, Memphis TN 38116

is engaged as a registered

- Wholesaler
- Retailer
- Manufacturer
- Seller (California)
- Lessor (see notes on pages 2–4)
- Other (Specify) _____

and is registered with the below-listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, or ingredients or components of a new product or service to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) selling (California) the following:

Description of Business: _____

General description of tangible property or taxable services to be purchased from the Seller: _____

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL ¹		MO ¹⁶	
AR		NE ¹⁶	
AZ ²		NV	
CA ³		NJ	N0000779392
CO ⁴		NM ^{4,17}	
CT ⁵		NC ¹⁸	
FL ⁶		ND	
GA ⁷		OH ¹⁹	
HI ^{4,8}		OK ²⁰	
ID		PA ²¹	
IL ^{4,9}		RI ²²	
IA		SC	
KS		SD ²³	
KY ¹⁰		TN	
ME ¹¹		TX ²⁴	
MD ¹²		UT	
MI ¹³		VT	
MN ¹⁴		WA ²⁵	
		WI ²⁶	

I further certify that if any property or service so purchased tax free is used or consumed as to make it subject to a Sales or Use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the Seller for added tax billing. This certificate shall be a part of each order that we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

DocuSigned by:
Apollo Arcallana
Authorized Signature: _____
(Owner, Partner, or Corporate Officer, or another authorized signer)

Title: _____

Date: _____

**INSTRUCTIONS REGARDING
UNIFORM SALES & USE TAX EXEMPTION CERTIFICATE**

To Seller's Customers:

In order to comply with most state and local sales tax law requirements, the Seller must have in its files a properly executed exemption certificate from all of its customers (Buyers) who claim a sales/use tax exemption. If the Seller does not have this certificate, it is obliged to collect the tax for the state in which the property or service is delivered.

If the Buyer is entitled to a sales tax exemption, the Buyer should complete the certificate and send it to the Seller at its earliest convenience. If the Buyer purchases tax free for a reason for which this form does not provide, the Buyer should send the Seller its special certificate or statement.

Caution to Seller:

In order for the certificate to be accepted in good faith by the Seller, Seller must exercise care that the property or service being sold is of a type normally sold wholesale, resold, leased, rented, or incorporated as an ingredient or component of a product manufactured by Buyer and then resold in the usual course of its business. A Seller failing to exercise care could be held liable for the sales tax due in some states or cities. Misuse of this certificate by Seller, lessee, or the representative thereof may be punishable by fine, imprisonment or loss of right to issue a certificate in some states or cities.

Notes:

1. Alabama: Each retailer shall be responsible for determining the validity of a purchaser's claim for exemption.
2. Arizona: This certificate may be used only when making purchases of tangible personal property for resale in the ordinary course of business, and not for any other statutory deduction or exemption. It is valid as a resale certificate only if it contains the purchaser's name, address, signature, and Arizona transaction privilege tax (or other state sales tax) license number, as required by Arizona Revised Statutes § 42-5022, *Burden of proving sales not at retail*.
3. California:
 - a) This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to the provisions of Title 18, California Code of Regulations, Section 1668 (Sales and Use Tax Regulation 1668, Resale Certificate).
 - b) By use of this certificate, the purchaser certifies that the property is purchased for resale in the regular course of business in the form of tangible personal property, which includes property incorporated as an ingredient or component of an item manufactured for resale in the regular course of business.
 - c) When the applicable tax would be sales tax, it is the Seller who owes that tax unless the Seller takes a timely and valid resale certificate in good faith.
 - d) A valid resale certificate is effective until the issuer revokes the certificate.
4. Colorado, Hawaii, Illinois, and New Mexico: these states do not permit the use of this certificate to claim a resale exemption for the purchase of a taxable service for resale.
5. Connecticut: This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to Conn. Gen. State §§12-410(5) and 12-411(14) and regulations and administrative pronouncements pertaining to resale certificates.
6. Florida: Allows the Multistate Tax Commission's Uniform Sales and Use Tax Exemption/Resale Certificate – Multijurisdictional for tax-exempt purchases for resale; however, the selling dealer must also obtain a resale authorization number from the Florida Department of Revenue at floridarevenue.com/taxes/certificates, or by calling 877-357-3725, and entering the purchaser's Florida *Annual Resale Certificate* number.
7. Georgia: The purchaser's state-of-registration number will be accepted in lieu of Georgia's registration number when the purchaser is located outside Georgia, does not have nexus with Georgia, and the tangible personal property is delivered by drop shipment to the purchaser's customer located in Georgia.

8. Hawaii: allows this certificate to be used by the seller to claim a lower general excise tax rate or no general excise tax, rather than the buyer claiming an exemption. The no tax situation occurs when the purchaser of imported goods certifies to the seller, who originally imported the goods into Hawaii, that the purchaser will resell the imported goods at wholesale. If the lower rate or no-tax does not in fact apply to the sale, the purchaser is liable to pay the seller the additional tax imposed. See Hawaii Dept. of Taxation Tax Information Release No. 93-5, November 10, 1993, and Tax Information Release No. 98-8, October 30, 1998.
9. Illinois: Use of this certificate in Illinois is subject to the provisions of 86 Ill. Adm. Code Ch.I, Sec. 130.1405. Illinois does not have an exemption for sales of property for subsequent lease or rental, nor does the use of this certificate for claiming resale purchases of services have any application in Illinois.

The registration number to be supplied next to Illinois on page 1 of this certificate must be the Illinois registration or resale number; no other state's registration number is acceptable.

“Good faith” is not the standard of care to be exercised by a retailer in Illinois. A retailer in Illinois is not required to determine whether the purchaser actually intends to resell the item. Instead, a retailer must confirm that the purchaser has a valid registration or resale number at the time of purchase. If a purchaser fails to provide a certificate of resale at the time of sale in Illinois, the seller must charge the purchaser tax.

While there is no statutory requirement that blanket certificates of resale be renewed at certain intervals, blanket certificates should be updated periodically, and no less frequently than every three years.

10. Kentucky: a) Kentucky does not permit the use of this certificate to claim resale exclusion for the purchase of a taxable service.
b) This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to the provisions of Kentucky Revised Statute 139.270 (Good Faith).
c) The use of this certificate by the purchaser constitutes the issuance of a blanket certificate in accordance with Kentucky Administrative Regulation 103 KAR 31:111.
11. Maine: This state does not have an exemption for sales of property for subsequent lease or rental.
12. Maryland: This certificate is not valid as an exemption certificate. However, vendors may accept resale certificates that bear the exemption number issued to a religious organization. Exemption certifications issued to religious organizations consist of 8 digits, the first two of which are always “29”. Maryland registration, exemption, and direct pay numbers may be verified on the website of the Comptroller of the Treasury at www.marylandtaxes.com.
13. Michigan: This certificate is effective for a period of four years unless a lesser period is mutually agreed to and stated on this certificate. It covers all exempt transfers when accepted by the seller in “good faith” as defined by Michigan statute.
14. Minnesota: a) Minnesota does not allow a resale certificate for purchases of taxable services for resale in most situations.
b) Minnesota allows an exemption for items used only once during production and not used again.
15. Missouri: a) Purchasers who improperly purchase property or services sales-tax free using this certificate may be required to pay the tax, interest, additions to tax, or penalty.
b) Even if property is delivered outside Missouri, facts and circumstances may subject it to Missouri tax, contrary to the second sentence of the first paragraph of the above instructions.
16. Nebraska: A blanket certificate is valid for 3 years from the date of issuance.
17. New Mexico: For transactions occurring on or after July 1, 1998, New Mexico will accept this certificate in lieu of a New Mexico nontaxable transaction certificate and as evidence of the deductibility of a sale of tangible personal property provided:
 - a) this certificate was not issued by the State of New Mexico;
 - b) the buyer is not required to be registered in New Mexico; and
 - c) the buyer is purchasing tangible personal property for resale or incorporation as an ingredient or component of a manufactured product.

18. North Carolina: This certificate is not valid as an exemption certificate if signed by a person such as a contractor who intends to use the property. Its use is subject to G.S. 105-164.28 and any administrative rules or directives pertaining to resale certificates.
19. Ohio: a) The buyer must specify which one of the reasons for exemption on the certificate applies. This may be done by circling or underlining the appropriate reason or writing it on the form above the state registration section. Failure to specify the exemption reason will, on audit, result in disallowance of the certificate.
- b) In order to be valid, the buyer must sign and deliver the certificate to the seller before or during the period for filing the return.
20. Oklahoma: Oklahoma would allow this certificate in lieu of a copy of the purchaser's sales tax permit as one of the elements of "properly completed documents" which is one of the three requirements which must be met prior to the vendor being relieved of liability. The other two requirements are that the vendor must have the certificate in his possession at the time the sale is made and must accept the documentation in good faith. The specific documentation required under OAC 710-:65-7-6 is:
- a) Sales tax permit information may consist of:
- (i) A copy of the purchaser's sales tax permit; or
 - (ii) In lieu of a copy of the permit, obtain the following:
 - * Sales tax permit number; and
 - * The name and address of the purchaser;
- b) A statement that the purchaser is engaged in the business of reselling the articles purchased;
- c) A statement that the articles purchased is purchased for resale;
- d) The signature of the purchaser or a person authorized to legally bind the purchaser; and
- e) Certification on the face of the invoice, bill, or sales slip, or on separate letter, that said purchaser is engaged in reselling the articles purchased.
- Absent strict compliance with these requirements, Oklahoma holds a seller liable for sales tax due on sales where the claimed exemption is found to be invalid, for whatever reason, unless the Tax Commission determines that purchaser should be pursued for collection of the tax resulting from improper presentation of a certificate.
21. Pennsylvania: This certificate is not valid as an exemption certificate. It is valid as a resale certificate only if it contains the purchaser's Pennsylvania Sales and Use Tax eight-digit license number, subject to the provisions of 61 PA Code §32.3.
22. Rhode Island: Rhode Island allows this certificate to be used to claim a resale exemption only when the item will be resold in the same form. It does not permit this certificate to be used to claim any other type of exemption.
23. South Dakota: Services which are purchased by a service provider and delivered to a current customer in conjunction with the services contracted to be provided to the customer are claimed to be for resale. Receipts from the sale of a service for resale by the purchaser are not subject to sales tax if the purchaser furnishes a resale certificate which the seller accepts in good faith. In order for the transaction to be a sale for resale, the following conditions must be present:
- (a) The service is purchased for or on behalf of a current customer;
 - (b) The purchaser of the service does not use the service in any manner; and
 - (c) The service is delivered or resold to the customer without any alteration or change.
24. Texas: Items purchased for resale must be for resale within the geographical limits of the United States, its territories, and possessions.
25. Washington: a) Blanket resale certificates must be renewed at intervals not to exceed four years;
- b) This certificate may be used to document exempt sales of "chemicals to be used in processing an article to be produced for sale."
- c) Buyer acknowledges that the misuse of the tax due, in addition to the tax, interest, and any other penalties imposed by law.
26. Wisconsin: Wisconsin allows this certificate to be used to claim a resale exemption only. It does not permit this certificate to be used to claim any other type of exemption.