

CONSOLIDATED PILOT DEPLOYMENT & CONNECTIVITY SERVICES AGREEMENT

This Pilot Deployment and Connectivity Services Agreement ("Agreement") is entered into as of [Effective Date] ("Effective Date"), by and between:

- **aSTEAM Village, Inc.** ("aSTEAM Village"), with its principal place of business at 4741 Central St., Suite 504, Kansas City, MO 64112.
- _____ ("_____"), a _____ company with its principal place of business at _____.
- **Program Beneficiary (if applicable):** _____ ("Program Partner").

1. PURPOSE & SCOPE OF PILOT

- **1.1 Scope:** This Agreement governs the deployment of branded eSIM connectivity services and related digital/economic infrastructure for a phased pilot initiative.
- **1.2 Approved Territory:** The pilot deployment and associated licenses are strictly limited to the **United States, U.S. Territories, and Bermuda** ("Territory"). No rights are granted for deployment outside the Territory except by separate written agreements.

2. PRODUCT OFFERINGS & CONNECTIVITY SERVICES

- **2.1 Services Provided:** aSTEAM Village shall provide access to:
 - eSIM activation services and global data plans.
 - Assigned telephone numbers (where available).
 - Mobile app access and user activation portal.
 - Technical support services.
- **2.2 Territories outside of the U.S.:**
 - Area code and numbers outside of U.S. Territories are subject to underlying carrier availability and local regulatory approval and are not guaranteed until confirmed in writing by underlying carrier partners.
 - If numbers are unavailable, U.S.-based numbers or alternative international assignments may be provisioned.

3. DEPLOYMENT & COMMERCIAL TERMS

- **3.1 Annual Fees & Waivers:**
 - **Platform Access Fee:** \$2,500.00 annually (Due upon execution).
 - **Pilot Deployment Fee: \$2,5000.00 one-time**
 - **Account Provisioning & Licensing Fee: \$1,250 one-time.**
 - **Activation Reserve Deposit: varies on a case by case basis** (Normally non-refundable for initial block).
- **3.2 eSIM Activation Blocks:**
 - eSIM wholesale price is set at **\$25.00 per eSIM account** (including voice, SMS, video messaging, and video chat).
 - eSIM licenses are purchased in minimum prepaid blocks of **250 eSIM accounts (\$6,250 per block)**, up to an initial authorized pool of 1,000 activations.
 - Partner may resell or bundle eSIM profiles within its own products and services.
- **3.3 Payment Terms:**
 - **Frequency:** Monthly settlement.
 - **Due Date:** Active eSIM accounts go into billing Net 30 days following activation.
 - Pre-paid eSIM includes first 30 days of service.
 - eSIMs are pre-paid month-to-month service.
 - After the initial \$2,500.00 fee is paid, Partner will order a minimum prepaid block of 250 eSIMS. aSTEAM Village will assign, provision, and deliver the first block of 250 numbers within 24 hours of receiving the order.
 - **Late Fee:** 1.5% per month (or the maximum rate permitted by law).
 - **Payment Method:** ACH or Wire Transfer.

4. DEDICATED ACTIVATION ACCOUNT

- Partner shall establish a dedicated account for activation settlement.
- The account details—including ownership, authorized signatories, funding thresholds, audit rights, and payment authorization workflows—shall be documented in an attached operational exhibit.
- No escrow arrangement shall exist unless established under a separate written escrow agreement signed by both Parties and identifying the escrow agent, account ownership, release conditions, fees, dispute process, and payment authorization rules.

5. SLA & CUSTOMER SUPPORT

- **5.1 Support Responsibilities:** aSTEAM Village shall provide technical support contact channels, escalation procedures, activation assistance, and service status updates.
- **5.2 Third-Party Carrier Exclusions & SLA:**
 - aSTEAM Village is **not** responsible for device incompatibility, lost hardware, or end-user device failures.
 - **Carrier Outages:** Wireless connectivity relies on independent third-party carriers. While aSTEAM Village maintains platform uptime targets, network outages caused directly by third-party carrier infrastructure are outside aSTEAM Village's direct operational control.

6. REPORTING & AUDIT RIGHTS

- Partner shall receive weekly activation reports, revenue summaries, settlement statements, and usage statistics (where available).
- aSTEAM Village retains full audit rights over deployment logs, billing statements, and activation records.

7. DATA OWNERSHIP, SOVEREIGNTY & DERIVATIVE INTELLIGENCE

- **7.1 Ecosystem Data Ownership:** Deployment-specific operational data generated through Partner-led activities within the authorized Territory may be used by Partner for authorized operations during the Term of this Agreement. Nothing herein transfers ownership of aSTEAM Village platform architecture, system logic, analytics frameworks, methodologies, derivative intelligence, aggregated insights, cross-market analytics, expansion rights, or any other aSTEAM Village intellectual property.
- **7.2 Platform & Framework Ownership:** The underlying aSTEAM Village platform software, system architecture, operating methodologies, analytics frameworks, and platform logic remain the exclusive property of aSTEAM Village.
- **7.3 Cross-Border Restrictions:** Any cross-border transfer, streaming, aggregation, or commercialization of Partner ecosystem data outside the authorized scope requires a separate written agreement and may trigger additional licensing fees or revenue shares.
- **7.4 Derivative Intelligence:** Data generated, collected, and used solely within the U.S., U.S. Territories, and Bermuda through Partner-led local deployment activities may be used by Partner for authorized U.S., U.S. Territories, and Bermuda operations. However, all aSTEAM Village platform data architecture, system logic, analytics frameworks, operating methodologies, derivative intelligence, aggregated insights, cross-market analytics, and expansion rights remain the exclusive property of aSTEAM Village. No cross-border transfer, commercialization, aggregation,

replication, or reuse of deployment data outside the authorized Territory may occur without a separate written agreement signed by both Parties.

All derivative intelligence generated through, by, or in connection with the aSTEAM Village platform, including but not limited to aggregated datasets, analytics, AI outputs, predictive models, system insights, cross-market intelligence, platform performance data, community economic mapping, and derivative frameworks, shall remain the exclusive property of aSTEAM Village unless otherwise expressly agreed in a separate written agreement signed by both Parties. Partner may use deployment-specific operational reports solely for authorized activities within the approved Territory and solely during the Term of this Agreement.

8. INTELLECTUAL PROPERTY & NON-CIRCUMVENTION

- **8.1 IP Rights:** All pre-existing and evolving intellectual property of aSTEAM Village remains the sole property of aSTEAM Village. Partner receives a limited, revocable, non-exclusive, non-transferable, non-sublicensable license for authorized use within the Territory during the Term.
- **8.2 Non-Circumvention:** Partner shall not directly or indirectly bypass aSTEAM Village to replicate the platform, commercialize similar system structures derived from aSTEAM Village know-how, or independently engage stakeholders introduced through aSTEAM Village. This obligation survives termination for twenty-four (24) months.

9. BLOCKCHAIN PROVISIONS (SEPARATE ADDENDUM)

- All provisions, rights, obligations, and features related to Blockchain integration, digital assets, or decentralized network functionality are expressly removed from this primary Agreement and reserved for a separate Addendum.
- The Blockchain Addendum shall be negotiated and executed by the Parties at a mutually agreed later date, to occur within six (6) months of the anticipated launch of certified Blockchain approval by a recognized global regulatory entity.

10. TERM, MILESTONES & TERMINATION

- **10.1 Term:** Initial term of twelve (12) months from the Effective Date, renewing automatically for successive one-year periods unless notice of non-renewal is given 30 days prior.
- **10.2 Milestones:** The initial Platform Access Fee of \$2,500 is due immediately upon execution. The first activation block of 250 eSIM accounts, totaling \$6,250, must be prepaid before provisioning, numbering assignment, activation, or delivery of any eSIM accounts. Monthly settlement shall apply only to usage, renewals, overages,

additional services, or subsequent activity after the prepaid activation block has been funded and delivered.

- Failure to satisfy milestone conditions may result in loss of regional exclusivity or contract termination.
- **10.3 Termination:** Either party may terminate for convenience upon thirty (30) days' written notice, or immediately upon material breach uncured after fifteen (15) days' written notice.

11. GOVERNING LAW & DISPUTE RESOLUTION

Dispute Resolution Clause

Section 1. Good-Faith Executive Negotiation

In the event of any dispute, claim, or controversy arising out of or relating to this Agreement (a "**Dispute**"), the parties shall first attempt in good faith to resolve the Dispute through informal negotiations.

Either party may initiate negotiations by delivering written notice to the other party describing the nature of the Dispute. Within **ten (10) business days** of receipt of such notice, executive officers or designated representatives of each party with full authority to settle the Dispute shall meet (in person, telephonically, or via video conference) and negotiate in good faith to reach a mutually agreeable resolution.

Section 2. Non-Binding Mediation

If the Dispute is not resolved through negotiation pursuant to Section 1 within **thirty (30) days** after delivery of the initial written notice, the parties agree to submit the Dispute to non-binding mediation before resorting to formal legal proceedings.

- **Forum & Venue:** The mediation shall take place in Kansas City, **Missouri**, or remotely by mutual agreement of the parties.
- **Administration:** The mediation shall be administered by **the American Arbitration Association, AAA, or a mutually agreed-upon neutral mediator in Kansas City, Missouri** in accordance with its commercial mediation rules.
- **Costs:** The costs and fees of the mediator shall be shared equally by the parties. Each party shall bear its own attorneys' fees and expenses incurred in connection with the mediation.

Section 3. Binding Resolution

Litigation

If the Dispute is not settled through mediation within **forty-five (45) days** after the appointment of the mediator (or within such longer period as agreed upon in writing), either party may initiate litigation.

- **Exclusive Jurisdiction & Venue:** The parties irrevocably consent and submit to the exclusive jurisdiction and venue of the **state courts located in Jackson County, Missouri** or the **United States District Court for the Western District of Missouri** for the resolution of any Dispute. Each party waives any objection based on *forum non conveniens* or lack of personal jurisdiction.
- **Governing Law:** This Agreement and any Dispute shall be governed by and construed in accordance with the laws of the **State of Missouri**, without regard to its conflict-of-law principles.

Section 4. Emergency Relief

Nothing in this Dispute Resolution section shall prevent either party from seeking preliminary injunctive relief, a temporary restraining order, or other urgent equitable remedies from a court of competent jurisdiction in Missouri to preserve the status quo or prevent irreparable harm pending completion of the negotiation and mediation processes.

Signatures

aSTEAM Village, Inc.

By:

Name: William Wells

Title: Executive Director

Date: _____

Partner

By: _____

Name: _____

Title: _____

Date: _____