

# CLOUDPHONE SERVICE ADDENDUM

## On-Line Service Addendum 1.0

This On-Line CloudPhone Service Addendum 1.0 (“**CloudPhone Service Addendum**”) is subject to the On-Line Master Services Agreement 1.0 (the “**MSA**”) between Customer and Mosaic. The terms and conditions set forth herein will govern Mosaic’s provision and Customer’s purchase of CloudPhone Service (defined below). The date Mosaic accepts a CloudPhone Service Order from Customer will be deemed the “**Effective Date**” of the Agreement between the parties with respect to CloudPhone Service provided hereunder.

The MSA, this CloudPhone Service Addendum and CloudPhone Service Orders submitted by Customer and accepted by Mosaic, may collectively be referred to as the “**Agreement.**” Except as expressly set forth herein, the CloudPhone Service described in this CloudPhone Service Addendum will be provided in accordance with the provisions of the MSA. Terms used in this Addendum unless otherwise defined in this CloudPhone Service Addendum shall have the same meaning as terms used in the MSA. In the event of any conflict between the terms of the MSA and this CloudPhone Service Addendum, this CloudPhone Service Addendum will control.

In consideration of the mutual promises and covenants hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### 1. Applicability.

This CloudPhone Service Addendum is applicable only where Customer purchases CloudPhone Service from Mosaic. If the CloudPhone Service herein becomes subject to a tariff, the tariff will control.

### 2. CloudPhone Services.

**(A) CloudPhone Service.** “**CloudPhone Service**” is an enhanced voice communication service whereby the voice communication is converted to Internet Protocol (“**IP**”) and carried, in part, via SIP Trunking and the internet – also known as broadband internet service. CloudPhone Service may be generically referred to as voice over IP or “**VoIP.**” It is separate and distinct from standard local, local toll and long-distance services. Subject to the features of CloudPhone Service identified within the Service Plan(s) selected on CloudPhone Service Order(s) and “**Use Policy**” considerations (hereafter described), CloudPhone Service provides a level of unlimited local and nationwide direct dialed calling (subject to CloudPhone Use Policy) within the United States and Canada (subject to certain geographic limitations) and certain calling and call management features or advanced features associated with VoIP, including additional features or advanced features which Mosaic, in its sole discretion, may add, modify, or delete from time to time. CloudPhone Service does not support 0+ calling (including without limitation collect, third party billing or calling card calling). CloudPhone Service may not support 900, 311, 511 and/or other x11 (other than 911 and 711, which are provided for elsewhere in this CloudPhone Service Addendum) services in one or more (or all) service areas. Mosaic will have the right to charge for move, add, change disconnect services (“**MACD**”) provided with respect to CloudPhone Service.

**(B) Limited License.** Mosaic grants Customer a limited, personal, revocable, non-exclusive, non-sub licensable, non-

assignable, non-transferable, non-resalable license and right to use the CloudPhone Service and associated software and applications in strict accordance with this Agreement. All rights not expressly granted under this Agreement are retained by Mosaic. Customer acknowledge and agree that any and all patents, copyrights, trademarks, service marks, trade secrets, and all other intellectual property rights (**collectively, "IP Rights"**) in the Applications and Services are and shall remain the sole and exclusive property of Mosaic and its licensors. Nothing in this Agreement intends to or shall grant, transfer, or assign any IP Rights to, or vest any IP Rights in, Customer. Customer agrees not to sell, assign, rent, lease, distribute, export, import, act as an intermediary or provider, or otherwise grant rights to third parties with regard to the associated software or applications associated with CloudPhone Service or to CloudPhone Service or any part thereof without Mosaic's prior written consent. If Customer is interested in reselling products or services offered by Mosaic, Customer is encouraged to contact their Mosaic Sales or Customer Service representative.

**(C) No Modifications.** Customer agree not to undertake, cause, permit, or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling, or hacking of the Applications or Services, or any parts thereof. Customer agrees not to intercept, capture, emulate, decrypt, or redirect the communications protocols used by Mosaic for any purpose, including without limitation causing CloudPhone Service to connect to any computer server or other device not authorized by Mosaic or in a manner not authorized by Mosaic.

**(D) New Versions of CloudPhone Service.** Mosaic, in its sole discretion, reserves the right to add, remove, or modify features or functions, or to provide fixes, updates and upgrades, to the CloudPhone Service. Customer acknowledge and agree that Mosaic has no obligation to make available to Customer any subsequent versions of CloudPhone Service.

### **3. CloudPhone Service Order.**

**(A) CloudPhone Service Order.** Customer requests for CloudPhone Service must be in a form designated by Mosaic as set forth in a Mosaic approved written order form or through the Mosaic designated Electronic Order Processing aka the Mosaic OSS Portal, and in either case contain the information and specifications necessary for Mosaic to provision the relevant CloudPhone Service Plan (features), equipment, if any, and billing the associated monthly recurring and non-recurring charges (MRR/NRR) (**"CloudPhone Service Order"**). Mosaic's obligation to provide CloudPhone Service is subject to its acceptance of the CloudPhone Service Order either in writing or via the Mosaic OSS Portal. With each CloudPhone Service Order Customer will provide Mosaic true, accurate, current, and complete personal name and/or business name, administrator / technical / billing contact names and information, billing (email) address, shipping address, the addresses where the CloudPhone Services will primarily be used, the 911 (E911) Registered Location(s) (as defined below) for each applicable device, email address, contact phone number, credit card information, and other data which may be necessary to administer Customer's account (**"Account"**) (**collectively, "Service Order Data"**). Customer represents and warrants that the information Customer provides is accurate, current, and complete, and Customer will promptly update any of the information if it changes. If Customer provides Service Order Data that is, or that Mosaic suspects to be, false, inaccurate, not current, incomplete, fraudulent, or otherwise unlawful, Mosaic has the right, in its sole discretion, to suspend or terminate CloudPhone Service and refuse any and all current or future use of all Mosaic services by Customer, Customer business(es), affiliates and all users of Customer's Account. At all times, Customer shall maintain and promptly update Service Order Data.

**(B) Customer Account.** Upon acceptance of a CloudPhone Service Order by Mosaic, Mosaic will provide Customer with, as applicable, a password(s), user ID(s), PIN(s), telephone number(s), and other “**Account**” information. Customer will be required to provide a security question and answer that will be used to verify ownership or affiliation with the Account. Customer is solely responsible for maintaining the confidentiality of all passwords, PINs, and security questions and answers associated with the Account, and, at all times, Customer will be solely responsible for all transactions and activities that occur as a result of the disclosure (whether authorized or unauthorized) of any password(s), PIN(s), and/or security questions(s) and answer(s) associated with the Account, even if such transactions and/or activities were not authorized by Customer. Customer is solely liable for any transactions or activities by Customer or anyone else that occur on Customer’s Account. Customer shall immediately notify Mosaic of any unauthorized use of Customer’s Account or if any other breach of security has occurred. In no event shall Mosaic be liable for any unauthorized use of Customer’s Account.

In connection with the registration, implementation, maintenance, or servicing of the Services, Customer will be required to provide data, information or other materials (**collectively “Customer Data”**). Customer hereby grants to Mosaic a perpetual, worldwide, royalty-free, fully paid-up, non-exclusive, non-transferable (except in connection with an assignment of this Agreement) license to copy, store, record, transmit, display, view, print, and use Customer Data to the extent required to provide or improve the Services. Mosaic may also share Customer Data as permitted pursuant to Mosaic’s Acceptable Use Policy.

**(C) Service Commitment Period; Start of Service.** The Service Commitment Period (which may be expressed as Term in a Service Order) for CloudPhone Service subject to recurring charges will be set forth on the CloudPhone Service Order relevant to the service in question and shall commence on the CloudPhone Order Completion Date (set forth in Section 3(D) below (“**Start of Service**”). Unless terminated by Mosaic or Customer upon at least ninety (90) days’ notice prior to expiration, the Service Commitment Period shall automatically be extended for one (1) year periods (Terms), and thereafter automatically renew for successive one (1) year periods (Terms) unless one party provides written notice to the other party at least ninety (90) days in advance of the end of the then existing Service Commitment Period (Term) that it does not wish to renew or extend the Service Commitment Period.

**(D) CloudPhone Order Completion Date.** Mosaic will promptly provision each CloudPhone Service Order upon its acceptance of a CloudPhone Service Order either in written form or via the Mosaic OSS Portal. Mosaic will notify Customer electronically via email of the CloudPhone Service Order completion at the Customer web address of the Technical Contact set forth on the applicable CloudPhone Service Order or such other address agreed upon in writing between the parties (“**CloudPhone Order Completion Date**”).

**(E) Billing Commencement.** Mosaic’s billing for CloudPhone Service shall commence as the CloudPhone Order Completion Date for the CloudPhone Service in question. For the avoidance of doubt, Customer hereby acknowledges and agrees that Mosaic’s delivery of a CloudPhone Service and the commencement of billing for that CloudPhone Service may not be declined, delayed or conditioned from and after the CloudPhone Order Completion Date on grounds, including without limitation, whether Customer has procured services from other carriers needed to operate the CloudPhone Service, and regardless of whether Customer is otherwise prepared to accept delivery of ordered CloudPhone Service.

#### **4. CloudPhone User Policies.**

The following **“Use Policy”** shall apply to CloudPhone Service in addition to other applicable provisions of the Agreement. Customer shall not use the CloudPhone Services for any illegal, fraudulent, improper, or abusive purpose or in any way that interferes with Mosaic’s ability to provide high quality Services to other customers, prevents or restricts other customers from using the services, or damages any Mosaic’s or other customers’ property. If Mosaic finds that Customer is using the Cloud Phone Service for anything other than the permitted uses in this Agreement or for any of the prohibited uses in this Agreement, Mosaic may at its sole discretion terminate Customer Service and charge Customer any applicable fees for the Services used plus damages caused by Customer improper use. Prohibited uses include, but are not limited to:

- a.** Behavior that is illegal, obscene, threatening, harassing, defamatory, libelous, deceptive, fraudulent, malicious, infringing, tortious, or invasive of another’s privacy.
- b.** Sending unsolicited messages or advertisements, including email, voicemail, SMS, or faxes (commercial or otherwise) (“spamming”), or otherwise sending bulk and/or junk email, voice mail, SMS, or faxes.
- c.** Harvesting or otherwise collecting information about others, including email addresses, without their consent.
- d.** Negligently, recklessly, knowingly, or intentionally transmitting any material that contains viruses, time bombs, trojan horses, worms, malware, spyware, or any other programs that may be harmful or dangerous.
- e.** Creating a false Caller ID identity (“ID spoofing”) or forged email/SMS address or header, or otherwise attempting to mislead others as to the identity of the sender or the origin of any communication made using the Services.
- f.** Transmitting any material that may infringe, misappropriate, or otherwise violate the foreign or domestic intellectual property rights or other rights of third parties.
- g.** Violating any U.S. or foreign law regarding the transmission of technical data or software exported through the Services.
- h.** Utilizing CloudPhone Service in excess of what, in Mosaic’s sole discretion, would be expected of normal business use, including without limitation allowing more than one user to use a single SIP Trunk or using a single SIP Trunk in excess of what would be expected of a single user.
- i.** Using CloudPhone Services in any way that interferes with other customers’ and third parties’ use and enjoyment of Mosaic’s service.
- j.** Using or employing methods and/or devices that are designed or likely to take advantage of, bypass, exploit, or otherwise avoid the prescriptions of the Agreement.
- k.** Using any software or other attribute associated with CloudPhone Services to store patient health information (PHI) on a non-temporary basis (if Customer is a HIPAA-Covered Entity) using any software or other attribute of CloudPhone Services to transmit, receive, or store PHI.

**l.** Customer further understands and agrees that:

- i.** Customer shall be solely liable for any transmissions sent and data stored through the CloudPhone Service under Customer’s Account, including the content of any transmission sent and data stored through the

CloudPhone Services under Customer Account.

**ii.** Customer will abide by all applicable Mosaic policies, procedures, and agreements related to the Services.

**iii.** Customer shall not attempt to gain unauthorized access to the services, other accounts, computer systems or networks connected to the CloudPhone Service, through password mining or any other means.

**iv.** Customer use of CloudPhone Service is subject to all applicable local, state, national, and international laws and regulations (including without limitation those governing account collection, export control, consumer protection, unfair competition, anti-discrimination, securities laws, and false advertising).

**m.** In addition, some of Mosaic's CloudPhone Service Plans are offered on an "unlimited" basis. All unlimited plans are subject to the following additional conditions of use:

**i.** May only be used for normal business use.

**ii.** Are provided only for dialog between two individuals at one time per SIP Trunk.

**iii.** Exclude international calling, which is available for an additional fee.

**iv.** Are issued on a "one (1) user per SIP Trunk basis", meaning that only one registered user may be assigned to use the CloudPhone Service for any one SIP Trunk.

**v.** Unlimited plans also may not be used for any of the following prohibited uses (which are in addition to the other prohibited uses applicable to all CloudPhone Service).

**a.** Trunking or forwarding Customer Mosaic number to (an)other phone number(s) capable of handling multiple simultaneous calls, or to a private branch exchange (PBX) or a key system.

**b.** Spamming or blasting (e.g., sending one hundred (100) or more bulk and/or junk voicemail or faxes simultaneously).

**c.** Bulk call-in lines (e.g., customer support or sales call centers, "hotlines", 900 numbers, sports-line numbers, etc.).

**d.** Auto-dialing or "predictive" dialing (i.e., non-manual dialing or using a software program or other means to continuously dial or place out-bound calls).

**n.** In addition, unusually high usage of CloudPhone Service may impair Mosaic's ability to provide high quality service to others and/or indicate unauthorized use of the CloudPhone Service, in which case Mosaic may suspend or terminate Customer's Account or, upon prior notice, convert Customer Account to a metered calling plan that charges significantly higher usage rates.

**o.** The transmission of unsolicited calls, using CloudPhone Service for broadcasting, and/or transmitting unsolicited fax advertisements is illegal under federal law, including the Federal Telephone Consumer Protection Act of 1991 (<http://www.fcc.gov/document/telephone-consumer-protection-act-1991>), and under other of similar state laws. Distribution of unsolicited voicemail, broadcast, and fax advertisements through the CloudPhone Service is prohibited. Customer shall not use the CloudPhone Service to send or transmit any unsolicited communications or advertisements and understands that, if Customer does, Mosaic may immediately terminate Customer's right to

use CloudPhone Services without liability of any kind on the part of Mosaic.

p. Mosaic reserves the right to add to, modify or amend this Use Policy at any time for any reason at its sole discretion.

## 5. Equipment.

Customer agrees to pay all shipping and handling charges related to any hardware / equipment provided by Mosaic. Customer is responsible for all return shipping charges for any leased hardware / equipment returned to Mosaic for any reason, including situations in which hardware is covered under warranty. If Customer has purchased any hardware from Mosaic or Mosaic has otherwise provided Customer with any hardware and Customer's Account is terminated for any reason Customer hereby authorize Mosaic to immediately bill Customer (including Customer's credit card if provided) the appropriate equipment charge or purchase price set forth on the applicable CloudPhone Service Order.

Upon termination or cancellation of CloudPhone Service, all leased hardware / equipment must be promptly returned to Mosaic, fully functional, include all components, manuals, peripheral devices, and all other accessories that were originally shipped with the hardware / equipment. Mosaic may charge Customer an additional fee equal to the greater of the current available manufacturer list price or thirty dollars (\$30) for each missing item or for each item that Mosaic determines is damaged or not in good working condition.

Before returning any hardware that has data in its memory, please transfer all files Customer wishes to retain to another file source. Once the hardware is returned, Customer files cannot be recovered and Customer release us of any liability for any lost, damaged, or destroyed files, data, or other information.

## 6. Recording Conversations.

Certain Mosaic Services provide a function that allows Customer to record individual telephone conversations. The laws regarding the notice, notification, and consent requirements for recording conversations vary from state to state. In some states, Customer are required to obtain consent from all parties to a record a conversation. Customer are solely responsible for complying with all federal, state, and local laws in any relevant jurisdiction when using this feature. Mosaic expressly disclaims all liability with respect to Customer recording of telephone conversations. Customer hereby agree to fully, finally, and forever release, discharge, hold harmless, and fully indemnify Mosaic from and against any damages or liabilities of any kind related to Customer recording of any telephone conversations using the Services.

## 7. Service Changes.

Customer understand and agree that Mosaic may make upgrades or changes to the Services which will not materially diminish the functionality of the Services without prior notice to Customer. In the event that a change to the Services would, in Mosaic's reasonable discretion and judgment, permanently and materially diminish or impair the functionality of the Services (a "**Change**"), Mosaic shall provide Customer with written notice of such Change at least sixty (60) days prior to the date the Change will take effect. If the Change is unacceptable to Customer, Customer may terminate the Services without penalty by providing Mosaic written notification. Any use of the Services after the effective date of Change will be deemed Customer acceptance of the Change.

## 8. 911 and Other Services.

(A) CUSTOMER UNDERSTAND THAT CP 911 SERVICE (described below) IS ONLY PROVIDED BY IP DESK PHONES AND THE CALL CONTROLLER OR 911-ENABLED SOFTPHONES FOR WHICH CP 911 SERVICE IS SUPPORTED. IF CUSTOMER SUBSCRIBES TO OTHER MOSAIC SOFTWARE APPLICATIONS OR SERVICES (OR CUSTOMER SOFTPHONE DOES NOT PROVIDE E911), CUSTOMER MUST MAKE ALTERNATIVE ARRANGEMENTS TO PLACE 911 CALLS, SUCH AS USING A TRADITIONAL WIRELINE OR CELLULAR TELEPHONE, AND CUSTOMER SHOULD NOT RELY ON MOSAIC TO CALL 911.

CUSTOMER UNDERSTAND THAT THE MOSAIC MOBILE APPLICATION USES CUSTOMER DEVICE'S DIALER AND CELLULAR TELEPHONE SERVICE TO MAKE 911 CALLS. IF CUSTOMER DEVICE DOES NOT HAVE CELLULAR TELEPHONE SERVICE, CUSTOMER WILL NOT BE ABLE TO CALL 911 FROM THE MOSAIC MOBILE APPLICATION.

(B) **CP 911 Service Limitations.** CloudPhone 911 Service ("**CP 911 Service**") operates in a VoIP environment and operates differently than traditional 911 service. Mosaic is required by the FCC to advise Customer of the circumstances under which CP 911 Service may not be available or may be in some way limited by comparison to traditional 911 service. Such circumstances include:

**i. Internet Connection Failure.** If the connection to the wired broadband Internet over which Customer Mosaic CloudPhone Service is provided is interrupted, Customer would not have access to Mosaic CloudPhone Service during that interruption and, therefore, will not have access to CP 911 Service during that interruption.

**ii. Power Failure.** Unless Customer has a backup system to power Customer wired broadband internet connection and any equipment (PC with softphone, IP phone, ATA with traditional phone) that Customer uses to access CloudPhone Service, Customer will not have phone service or CP 911 Service during any power outage.

**iii. Number Flexibility & Service Portability.** Traditional 911 service automatically sends Customer 911 call to the appropriate local emergency responder, or Public Safety Answering Point ("**PSAP**"), based on Customer telephone number. Traditional Enhanced 911 service (also known as E911) automatically sends Customer 911 call to the appropriate PSAP along with Customer registered address and telephone number. Because CloudPhone Service allows Customer to obtain a telephone number that does not correspond to Customer geographic location (for example, Customer may obtain a Mosaic SIP Trunk with a California area code even if Customer does not have a California address) and allows Customer to use CP 911 Service anywhere Customer has wired broadband Internet, the CP 911 Service functions differently than traditional 911 service in certain respects:

Because Customer address does not necessarily correspond with Customer telephone number, Customer must provide Mosaic with the street address(es) where Customer will be using CloudPhone Service ("**Registered Location(s)**") as a part of the CloudPhone Service Order process. Customer must provide a Registered Location for each SIP Trunk Customer uses from Mosaic (e.g., if Customer subscribes to Mosaic's CloudPhone Service Basic Plan with three SIP Trunks, Customer must provide a Registered Location for each of the three SIP Trunks)

If Customer relocates any equipment (PC with softphone, IP phone, or ATA with traditional phone) that Customer uses to access the CloudPhone Service, Customer must update Customer Registered Location(s). If Customer does not update Customer Registered Location(s), any CP 911 Service calls Customer makes using the

CloudPhone Service will be routed based on Customer previously provided Registered Location and, therefore, may not be routed to the appropriate PSAP for Customer's new location.

In addition, because the CloudPhone Service will, where possible, automatically transmit Customer Registered Location(s) to the PSAP, Customer must update Customer Registered Location(s) to ensure that the CloudPhone Service transmits accurate location information to the PSAP. Customer may update Customer Registered Locations by logging on to Customer Account settings page or calling customer support at \_866-724-2605. For purposes of 911 Dialing, Customer may only register one Registered Location for each SIP Trunk.

Once Customer notifies Mosaic of a change in a Customer Registered Location, there may be a delay in making the new Registered Location available to properly route 911 calls and advise PSAPs of Customer's new Registered Location.

In some parts of the country where direct routing to PSAPs is not available for CP 911 Service, the CP 911 Service will route Customer call to the National Emergency Call Center where trained agents will ask for the name, location, and telephone number of the person calling 911 and will contact the appropriate PSAP to send help. The call center will not automatically receive Customer address and telephone number. In these situations, public safety response times may be delayed. Regardless of what address(es) Customer registers, in some circumstances, such as unavailability of direct routing to PSAPs or the use of portable devices to access the CloudPhone Service, emergency calls will be routed to the National Emergency Call Center. As a result, there may be an additional delay before emergency services arrive.

Customer agrees to provide true, accurate, current, and complete Registered Location information to Mosaic as part of the CloudPhone Service initiation process and to update as soon as possible Customer Registered Locations with true, accurate, current, and complete information whenever Customer uses CloudPhone Service from a new location. If Customer provides Registered Location information that is, or that Mosaic suspects to be, false, inaccurate, not current, or incomplete, Mosaic has the right to suspend or terminate the CloudPhone Services and refuse any and all current or future use of all services, or any portion thereof.

**(C) Notify All Users of 911 Limitations.** Customer should inform all persons who may be present at the physical location where Customer utilizes CloudPhone Service that CP 911 Service calling may not be available or may be in some way limited in comparison to traditional 911 service

**(D) Disclaimer of 911 Liability. Mosaic disclaims all responsibility for the conduct of PSAPs, the National Emergency Call Center, and all other third parties involved in the provision of emergency response services.** Customer acknowledges and agrees to absolve Mosaic of such responsibility in recognition that Mosaic does not have any control over PSAPs, the National Emergency Call Center, or other third parties. Mosaic is, therefore, not responsible for whether they answer 911 calls made using the CloudPhone Service, how they answer these calls, or how they handle or respond to these calls. Mosaic relies on third parties to assist it in the provision of 911 services and disclaims any and all liability for acts or omissions by third parties in the provision of Mosaic's CP 911 Service.

**(E) Operator Assisted Calling, 311, 511, and other X11 Calling.** CloudPhone Service does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900, or calling card calls). CloudPhone Service may not support 311, 411, 511, and/or other X11 calling (other than 911 and 711 as specified in



this CloudPhone Addendum) in one or more service areas.

**(F) 711 Calling.** CloudPhone Service allows Customer to dial 711 to reach Telecommunications Relay Services (“**TRS**”). TRS enables persons with hearing or speech disabilities to access the public telephone system and communicate with voice telephone users through a communications assistant at a TRS relay center. Because the CloudPhone Service allows Customer to use a phone number that may not reflect Customer geographic location, 711 calls made using the CloudPhone Service may not be routed to the appropriate TRS center for Customer geographic location.

## **9. Directory Listing Service.**

Mosaic offers a directory assistance listing service (“**Directory Assistance Listing**”) associated with Customer assigned toll free and/or local number Account, for which the following additional terms shall apply. By subscribing to Directory Assistance Listing, Mosaic will share certain information about Customer Account with third-parties as reasonably necessary to provide phone directory assistance (“**Listing Information**”). This information may include, without limitation, Customer company name, address, and phone numbers. This information will be published in, and made publicly-available through, third-party directory assistance listing services, to be selected by Mosaic or third-party service providers in their sole discretion. Customer hereby permits and grants Mosaic a worldwide, irrevocable, non-exclusive, royalty-free, fully paid-up license to use and disclose Customer Account information for these purposes. Customer further acknowledge that by subscribing to Directory Assistance Listing, Customer Listing Information may enter the public domain and that Mosaic cannot control third parties’ use of such information obtained through Directory Assistance Listing. Customer represents and warrants that the information provided in Customer Account, including without limitation Customer company name and address, are true and accurate, and shall remain true and accurate (whether by updating such information or otherwise), at all times that Customer use CloudPhone Service.

Customer may opt out of Directory Assistance Listing at any time. Customer acknowledge, however, that Mosaic may not be able to have Customer Listing Information removed from some or all third-party directory assistance listing services that have already received Customer information. Customer agrees that Mosaic is under no obligation to have Customer Listing Information removed from any third-party directory assistance listing service already in receipt of such information.

Mosaic bears no responsibility or liability for any cost, damages, liabilities, or inconvenience caused by calls made to Customer telephone number; materials sent to Customer; inaccuracies, errors, or omissions with Listing Information; or any other use of such information. For the avoidance of doubt, Mosaic shall not be liable to Customer for any use by third parties of Customer Listing Information obtained through Directory Assistance Listing, including without limitation the use of such information after Customer have opted out of Directory Assistance Listing.

## **10. Porting.**

**(A) Porting Service.** As an additional component of CloudPhone Service Mosaic will provide local number portability where available to Mosaic. Customer agrees and understands, however, that when Mosaic is unable to port numbers assigned to Customer (e.g. technical improbability, regulatory issues or due to agreements with underlying providers), any such numbers shall remain with Mosaic. Mosaic will provide in-bound (porting in) and out-bound (porting out) number porting service associated with CloudPhone Service (“**Porting Service**”) on behalf of Customer where

available in accordance with applicable regulatory rules, decisions, implementing procedures, and applicable law. Both Mosaic and Customer will comply with all applicable rules, regulations and orders, including but not limited to all Federal Communications Commission (“**FCC**”) and state public utility commission rules regarding Porting Service. Prior to, or contemporaneously with each Porting Service request by Customer, Customer shall submit a valid Letter of Authorization (“**LOA**”) on a form acceptable to Mosaic. Mosaic will not activate an end-user’s services without a valid LOA and end-user bill, if applicable, and reserves the right to reject any proposed end-user without such an LOA or if Mosaic reasonably believes the LOA is not validly obtained. Upon receipt of a request from a third-party for porting out a number provided hereunder to Customer to another carrier, Mosaic may port such number as requested and Mosaic shall have no liability to Customer for the porting out of such number. For Porting Service, in addition to any other charges applicable under the Agreement, Customer will pay a one-time per-number charge in accordance with the applicable CloudPhone Service Order.

**(B) Porting Service Issues.** If any claims related to Mosaic’s Porting Service are brought against Customer or Mosaic, then in addition to Mosaic’s right to assess Porting Service charges and to terminate the Agreement for breach, Mosaic may suspend all order processing and the CloudPhone Service until the claim is resolved. Furthermore, if Mosaic, in its sole judgment, has reason to believe that the authenticity or validity of any LOA or group of LOAs is in question, Customer shall, upon request, provide within a reasonable period of time, any further documentation Mosaic deems necessary to establish the validity of such LOA or LOAs to its satisfaction. Customer shall defend and indemnify Mosaic against any and all claims related to the Porting Services, including without limitation, any end-user, LEC or regulatory agency claims (including all “slamming claims”), arising from or related to Customer’s use or failure to use adequate means of verification or provide valid LOAs. Customer shall pay Mosaic an amount equal to such charges within three (3) business days of receipt of written notice of the assessment of such charges on Mosaic.

## **11. Disconnection of Service.**

**A) Cancellation / Disconnection of CloudPhone Service.** **(i)** Prior to Start of Service Customer may cancel any of the CloudPhone Service(s) if Customer provides written notification thereof to Mosaic in advance of the Start of Service Date. In such event, Customer shall pay Mosaic all non-recurring charges for such CloudPhone Service(s), plus a cancellation charge equal to fifty percent (50%) of the monthly recurring charges for the affected CloudPhone Service(s) multiplied by the number of months in the Service Commitment Period applicable thereto. **(ii)** Following Start of Service and prior to expiration of the Service Commitment Period relevant to the CloudPhone Service(s) in question, Customer may disconnect / cancel any of the CloudPhone Service(s) if Customer provides written notification thereof to Mosaic at least thirty (30) days in advance of the effective date of disconnection cancellation. In such event or in the event CloudPhone Service is terminated by Mosaic in accordance with Section 13(C), Customer shall pay Mosaic all charges for such CloudPhone Service(s) provided through the effective date of such disconnection / cancellation, plus a disconnection / cancellation charge equal to one hundred percent (100%) of the monthly recurring charges for the affected CloudPhone Service(s) for the unexpired portion of the Service Commitment Period applicable thereto.

**(B) Liquidation.** The parties agree that Mosaic’s damages in the event of disconnected / cancelled CloudPhone Service(s) shall be difficult if not impossible to ascertain. Therefore, the provision for the charges in this Section 11 in the event of disconnection / cancellation of CloudPhone Service(s) is intended to establish reasonable and anticipated charges and expenses (liquidated damages) that will be incurred by Mosaic and payable by Customer, and is not

intended as a penalty.

## 12. Charges and Payment Terms for CloudPhone Service.

**(A) Payments and Invoicing.** Customer shall pay all fees and charges due for CloudPhone Service in accordance with the “**CP SFC Schedule**” (defined below). All charges are set forth in US dollars and are exclusive of any “Additional Charges” (as defined below). Unless otherwise specified by the parties in writing, Mosaic will invoice Customer for CloudPhone Service via email to the to the Customer web address set forth on the initial CloudPhone Service Order hereunder. Unless otherwise agreed by Mosaic in writing, Customer shall only maintain one (1) email address for invoicing of Service hereunder.

Customer shall make payment to Mosaic in US currency at the address indicated on Mosaic invoices to Customer.

**(B) CloudPhone Service / Charges and Customer Responsibility.** CloudPhone Service, features and charges are set forth in the applicable Service Order for CloudPhone Service accepted by Mosaic (**hereafter “CP SFC Schedule”**). The CP SFC Schedule provides for charges as monthly recurring (MRR), non-recurring (NRR) and per minute (CPM).

CloudPhone Service charges are subject to change at Mosaic’s sole discretion and upon ten (10) days’ notice to Customer, provided however, that the recurring charges applicable to individual existing CloudPhone number(s) on a per TN basis will remain as established as of the Start of Service date for the existing CloudPhone number(s) and not subject to change during the Service Commitment Period therefor exclusive of any automatic extension period provided under Section 3(C) above.

Because standard CloudPhone Service is not designed for international calling or calling to excluded area codes and territories specified in the applicable CP SFC Schedule, (**collectively, “Excluded Area Calling”**) without Mosaic’s prior authorization and designation of applicable calling charges, Customer must first obtain such calling capability from Mosaic subject to per minute charges (CPM) established in writing by Mosaic. In the event Excluded Area Calling is completed without Mosaic’s prior approval and execution of a corresponding Mosaic approved rate plan / deck, Customer will pay Mosaic for any such minutes carried by Mosaic at a rate specified by Mosaic provided such rate is not charged at a price higher than the highest priced calling plan which includes the location(s) in question then published by a subsidiary of AT&T, Inc. (or any successor thereto). **In any event, Customer understands that Customer is liable to pay Mosaic for all calling usage on Customer’s account, and Customer bears the risk of any fraudulent use or access to Customer’s account resulting in any international, domestic and/or Excluded Area Calling usage.**

**(C) Invoice Due Date.** Subject to any terms required by Mosaic pursuant to the Credit provisions of the MSA, following Start of Service, payment for **(i)** all prorated monthly recurring charges and non-recurring charges (including applicable MACD Additional Charges); and **(ii)** monthly recurring charges for the first full month CloudPhone Service to be provided plus one (1) month in advance shall be due and payable on or before thirty (30) days after the date of Mosaic’s invoice to Customer (**“First Invoice Due Date”**). Thereafter, the monthly recurring fees and charges (including applicable Additional Charges) for CloudPhone Service will be invoiced one (1) month in advance of the month in which such CloudPhone Service is to be provided and will be due and payable on or before thirty (30) days after the date of Mosaic’s invoice to Customer (**“Future Invoice Due Date”**). The First Invoice Due Date and the

Future Invoice Due Date shall be collectively referred to as the “**Due Date.**” Metered Usage charges, if any, associated with CloudPhone Service will be invoiced monthly in arrears and will be payable in the same manner as non-recurring charges. In the event Customer fails to pay Mosaic’s invoice in full on or before the Due Date, Customer shall also pay a late fee in the amount of the lesser of one and one half percent (1.5%) of the unpaid balance per month or the maximum lawful rate under applicable state law.

**(D) Additional Charges / Exemption.** All fees and charges are exclusive of any applicable federal, state or local use, excise, gross receipts, sales and privilege taxes, duties, fees (including franchise fees or fees incurred by Mosaic on behalf of Customer from third party providers for maintenance issues resolved or identified on Customer facilities) or similar liabilities (other than general income or property taxes), whether charged to or against Mosaic or Customer because of the CloudPhone Service(s) or maintenance issues resolved or identified on Customer facilities and charged to Mosaic on behalf of Customer (“**Additional Charges**”). Customer shall pay Additional Charges by the Due Date in addition to all other fees and charges provided for herein. To the extent Customer claims an exemption from Additional Charges (e.g., sales tax) Customer must provide a valid exemption certificate to Mosaic. Customer will remain liable for payment of all Additional Charges (e.g., sales tax) for all periods prior to Customer providing Mosaic with an appropriate exemption certificate.

**(E) Disputed Invoices.** If Customer reasonably disputes any portion of a Mosaic invoice for CloudPhone Service, Customer must pay the undisputed portion of the invoice and submit written notice of the claim (with sufficient detail of the nature of the claim, the amount and invoices in dispute and information necessary to identify the affected SMS Service for the disputed amount. All invoice disputes will be submitted by Customer to the following Mosaic email address: [billing@mosaicnetworx.com](mailto:billing@mosaicnetworx.com) (“**Dispute Resolution Address**”). All disputes must be submitted to Mosaic via the Dispute Resolution Address within sixty (60) days from the date of the invoice for those CloudPhone Services. Customer waives the right to dispute any charges not disputed within such sixty (60) day period. In the event that the dispute is resolved against Customer, Customer shall pay such amounts plus interest at the rate referenced in Section 12(C).

**(F) Failure to Pay / Suspension of Service.** In the event all undisputed fees and charges due pursuant to Mosaic’s invoices for CloudPhone Service are not paid in full by the Due Date, Mosaic may, after giving Customer at least five (5) days prior notice and opportunity to pay such charges within such 5-day period (“**Suspension Notice**”), suspend all or any portion of the applicable Services to Customer until such time (designated by Mosaic in its Suspension Notice) as Customer has paid in full all undisputed fees and charges then due to Mosaic, including any late fees and Additional Charges. Mosaic shall re-institute the applicable services to Customer only when Customer provides Mosaic with satisfactory assurance of Customer’s ability to pay for such Services (i.e., a deposit, letter of credit or other means) and Customer’s advance payment of the cost of re-instituting such services. If Customer fails to make the required payment by the date set forth in the Suspension Notice, Customer will be deemed to have canceled / disconnected (as the case may be) all services under this CloudPhone Service Addendum as of the date set forth in the Suspension Notice.

### **13. Term / Termination.**

**(A) Term.** The “**Term**” of this CloudPhone Service Addendum will commence as of the CloudPhone Service Addendum Effective Date (described above) and shall continue in full force and effect for a period which will be the longer of (i) one (1) year following the Effective Date, or (ii) until the disconnection, termination or expiration of all

CloudPhone Service provided to Customer by Mosaic pursuant to this CloudPhone Service Addendum.

**(B) Termination of Defective Service.** Customer will have the right to terminate a specific CloudPhone Service Order and the Services described therein without liability for charges provided in Section 11(A) if Mosaic fails to cure a Defect associated with such Service within 30 days after receipt of written notice of the same from Customer.

**(C) Termination of CloudPhone Service Addendum.** A party will have the right to terminate this CloudPhone Service Addendum if the other party breaches any material term or condition of the Agreement (including without limitation, Mosaic's Acceptable Use Policy) and fails to cure such breach as specifically provided for with respect to such breach (e.g., Customer's cure period for payment) or if no specific time period is provided for, then within thirty (30) days after receipt of written notice of the breach. A party may terminate this CloudPhone Service Addendum if: (i) the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (ii) the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within 60 days of filing.

**(D) Effect of Termination of CloudPhone Service Addendum.** Upon the effective date of termination of this CloudPhone Service Addendum pursuant to Section 13(C): (i) Mosaic may immediately cease providing CloudPhone Service hereunder and (ii) any and all payment obligations of Customer hereunder, including, without limitation any applicable charges determined in accordance with Section 11(A) above (if Customer is the breaching party), will become due and payable in accordance with Section 12.

**(E) Survival of Terms.** In the event of any termination of this CloudPhone Service Addendum, the terms and provisions contained herein that by their sense and context are intended to survive the performance thereof by the parties hereto shall so survive the termination hereof, including without limitation the provisions for indemnification and the making of any payments by Customer due hereunder.

## 14. Limited Warranty.

**Subject to the Limitation of Liability and Disclaimer of Warranties set for in the MSA,** Mosaic warrants that CloudPhone Service will be provided in accordance with prevailing telecommunications common carrier industry standards, governmental regulations and sound business practices (hereafter the "**Technical Standards**"). **MOSAIC DOES NOT WARRANT THAT ANY OF THE CLOUDPHONE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.** CloudPhone Service which may not perform in accordance with the Technical Standards shall be subject to repair or replacement, and Mosaic will use reasonable efforts under the circumstances to remedy any errors, delays or interruption in the CloudPhone Service ("**Defect[s]**"). Customer shall have the right to terminate defective CloudPhone Service(s) in accordance with Section 13(B).

## 15. Privacy.

The provision of CloudPhone Service may utilize the public internet and third party networks. Mosaic and its service providers shall not be liable for any lack of privacy which may be experienced by Customer or its end-users with regard to the service(s) provided hereunder. Customer shall be solely responsible for any liabilities arising from

Customer's or its end-users' lack of privacy.