

**On-Line
EQUIPMENT ADDENDUM**

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**SD-WAN “Softwave” SERVICE OPTION
1.0**

This On-Line Equipment Addendum - SD-WAN Service Option 1.0 (“**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 Service (defined below). The date Mosaic accepts a Service Order (defined below) from Customer will be deemed the “**Effective Date**” of the Agreement between the parties with respect to Service provided hereunder.

The MSA, this Service Addendum and Service Orders submitted by Customer and accepted by Mosaic, may be collectively be referred to as the “**Agreement.**” Except as expressly set forth herein, the Service described in this Service Addendum will be provided in accordance with the provisions of MSA. Terms used in this Addendum unless otherwise defined in this Service Addendum shall have the same meaning as terms used in the MSA provided terms in the MSA which refer to Service will also be construed to apply to Equipment and CPE (defined below) as the context would reasonably require. In the event of any conflict between the terms of the MSA and this Service Addendum, this Service Addendum will control. In the event Customer and Mosaic have previously entered into any prior agreement for any Service described herein, all Service Orders from Customer for Service described herein and accepted by Mosaic from and after the Service Addendum Effective Date above will be deemed to be subject to this Agreement.

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. Service / Applicability

(A) Equipment. The general telecommunications related hardware products provided to Customer by Mosaic will be referred to hereunder as “**Equipment.**”

(B) SD-WAN Service. The networking equipment required at Customer designated location(s) (**also referred to herein as “CPE”**) and the software defined wide area service (including orchestrator and gateways) provided to Customer by Mosaic will be collectively and/or individually referred to herein as “**SD-WAN Service.**” Mosaic may market SD-WAN Service under the service mark “**SoftwaveSM**”. SD-WAN Service utilizes the platform and equipment supplied to Mosaic by VeloCloud Network, Inc., its successors and assigns (“**VeloCloud**”).

(C) Applicability. Each piece of Equipment as-well-as SD-WAN Service provided to Customer by Mosaic hereunder (including any of their respective components, e.g., edge network equipment or CPE, software and utilization of the Mosaic OSS Portal [described below]) may be collectively or individually referred to (as the context reasonably requires) herein as “**Service(s).**” Service will be subject to the terms of this Service Addendum and as identified in Service Orders (defined below). This Service Addendum is applicable only when Customer purchases Service from Mosaic. If the Service herein becomes subject to a tariff, the tariff will control.

2. Service Orders.

(A) Service Order Information. All Service (whether Equipment or SD-WAN Service) provided under this Service Addendum will be described in individual service orders as to type, quantity, price (monthly recurring and non-recurring charges MRR/NRR, subscription fees; and/or purchase price, as applicable), service location(s), Service Commitment Period (Term) and other information relevant to Mosaic providing Service (“**Service Order(s)**”). Service requested by Customer will be set forth on **(i)** Mosaic’s forms in effect from time to time or Customer’s forms accepted in writing by Mosaic as hereinafter provided, or **(ii)** through Mosaic designated Electronic Order Processing aka the Mosaic OSS Portal. All Service Orders accepted by Mosaic and the Service described therein will be subject to the terms and conditions of this Service Addendum. Mosaic will be under no obligation to provide Service unless it has accepted a Service Order and established a firm order commitment date with Customer (“**FOC Date**”) for when Service will be

delivered. Unless both parties specifically and conspicuously agree in writing, any inconsistent or additional terms or conditions set forth in any Service Order shall be deemed solely for the convenience of the parties.

(B) Service Commitment Period; Start of Service. The Service Commitment Period for SD-WAN Service (which may be described as “Term” in a Service Order) shall commence on the earlier of: **(i)** the date SD-WAN Service is activated or available to Customer (per location); or **(ii)** the date that is thirty (30) days after the date the CPE for the SD-WAN Service is shipped to a Customer designated location (“**Start of Service**”). Notwithstanding the foregoing, Start of Service for a component of Service comprised of Equipment of any kind (other than CPE related to SD-WAN Service) will be the date of delivery to Customer’s designated location. 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.

3. Use of Service. Customer may install and use leased Equipment / SD-WAN Service at the location(s) specified in the relevant Service Order during the Service Commitment Period therefor. Customer will not use Service with any unsupported hardware or software (as may be described in the applicable documentation provided with the Service); or use the Service other than as described in the technical documentation provided therewith; or, for any unlawful purpose.

4. No Life Support. The Service is not designed, intended, authorized, or warranted for use or inclusion in life support, nor in life endangering applications where failure or inaccuracy might cause death or personal injury; any such use or inclusion by you is fully at your own risk, and you shall indemnify and hold Mosaic and its supplier(s) harmless from all resulting or related costs, loss, liability, and expense (including without limitation court and reasonable attorney’s fees).

5. Equipment / CPE; Return or Purchase. Unless purchased and the purchase price is paid in full, the Equipment and/or CPE belongs to Mosaic and/or its supplier. Customer agrees to pay all shipping and handling charges related to any Equipment and/or CPE. Customer is responsible for all return shipping charges for any leased Equipment and/or CPE returned to Mosaic for any reason, including situations in which hardware is covered under applicable warranty within the period following Start of Service. Customer will not sell, lease, abandon, or give away any leased Equipment and/or CPE; allow anyone other than Mosaic or its agents to service the Equipment and/or CPE; or permit any other person to use the Equipment and/or CPE, other than on Customer’s behalf in connection with the use of the Service. Customer will be directly responsible for loss of Equipment and/or CPE while in its custody or control to the extent not caused by the negligence or willful misconduct of Mosaic or its supplier(s). Upon expiration or termination of this Addendum or the Service Commitment Period, as the case may be (“**Service End Date**”) Customer will return the leased Equipment / CPE to Mosaic or its designee in the same condition as when delivered to Customer, reasonable wear and tear excepted. If the leased Equipment CPE is not received in such condition within ten (10) days from the Service End Date, you will be deemed to have purchased the Equipment / CPE in question and will pay Mosaic the manufacturer list price thereof published at the time the Service Order therefor is accepted by Mosaic.

6. Limited Distribution / Proprietary Rights / Use of Data. Customer shall have no right to sublicense or transfer the SD-WAN Service to any third party. Resale and distribution of SD-WAN Service is prohibited without the express written consent of Mosaic and VeloCloud. Except for the limited use rights set forth in this Addendum, you do not acquire any rights in any component of the Service or any “VeloCloud” or third party intellectual property rights associated with the Service or software relevant to the Service. You agree not to: **(i)** modify, adapt, alter, disassemble, reverse-engineer, decompile, disassemble, or attempt to derive the source code for the Service (including the Equipment / CPE), except to the extent that such activities are required to be permitted under applicable law; or **(ii)** remove, alter, or obscure in any way the proprietary rights notices (including copyright, patent, and trademark notices and symbols) of Mosaic or its suppliers affixed or contained on or within any Equipment / CPE. Without limiting the foregoing, any Equipment / CPE and/or software provided to you or made available for your use in connection with SD-WAN Service is licensed only, is subject to the VeloCloud EUSA set forth at www.velocloud.com/terms/subscription, and you do not obtain title to, or ownership of, any intellectual property rights therein. All rights not expressly granted to Customer by this Service Addendum are reserved. You acknowledge and agree that Mosaic may use, on an aggregated,

non-individually-identifiable basis, all information regarding networking characteristics, usage, performance and related data involved in the use of the Service.

7. Export. You shall comply with all applicable export laws and regulations, and shall not export the Equipment /CPE or any component of the Service without all required licenses and authorizations.

8. Cancellation / Termination of Service.

(A) After a Service Order is accepted by Mosaic and at any time prior to expiration of the Service Commitment Period relevant to the Service in question, Customer may cancel or terminate the Service if Customer provides written notification thereof to Mosaic at least thirty (30) days in advance of the effective date of cancellation or termination. In such event or in the event Service is cancelled / terminated by Mosaic pursuant to an uncured material breach by Customer as provided below, Customer shall pay Mosaic all unpaid non-recurring charges and recurring charges for such Service provided through the effective date of cancellation or termination, plus a **“termination charge”** equal to **one hundred percent (100%)** of the monthly recurring charges (or Equipment / CPE purchase price if applicable) for the affected Service (as determined by Mosaic) for the unexpired portion of the Service Commitment Period applicable thereto.

(B) Liquidation. The parties agree that Mosaic’s damages in the event of canceled/disconnected Service(s) shall be difficult if not impossible to ascertain. Therefore, the provision for the charges in the section above in the event of cancellation / termination of Service 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.

9. Charges and Payment Terms.

(A) Payments and Invoicing. Customer shall pay all fees and charges due according to applicable Service Order and this Service Addendum. All fees and charges are set forth in US dollars and are exclusive for any **“Additional Charges”** (defined below). Unless otherwise specified by the parties in writing, Mosaic will invoice Customer for Service via email to the Customer web address set forth on the initial 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) Due Date. Subject to any terms required by Mosaic pursuant to the Credit provisions of this Agreement or otherwise set forth in a Service Order, following Start of Service, payment for **(i)** all prorated monthly recurring fees and charges, installation; periodic subscription fees; and, other non-recurring charges, as the case may be; and **(ii)** monthly recurring fees and charges, if any, for the first full month Service is 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 / periodic subscription fees (as the case may be) as-well-as recurring fees and charges for such Service will be invoiced one (1) month in advance of the month / subscription period (as the case may be) in which such 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.”** 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.

(C) 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 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 Service; maintenance issues resolved or identified on Customer Facilities; and, Customer is responsible for shipping charges of the Equipment / CPE to Customer’s designated location(s) (**“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 certain Additional Charges (e.g., sales tax) Customer must provide a valid exemption certificate to Mosaic. Customer will remain liable for all Additional Charges (e.g., sales tax) for all periods prior to Customer providing Mosaic with an appropriate exemption certificate.

(D) Disputed Invoices. If Customer reasonably disputes any portion of a Mosaic invoice for 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 Service for the disputed amount. All invoice disputes will be submitted by Customer to the following Mosaic email address: **billing@mosaicnetworx.com ("Dispute Resolution Address")**. All billing disputes must be submitted to Mosaic via the Dispute Resolution Address within sixty (60) days from the date of the invoice for the Service in question. Customer waives the right to dispute any charges not disputed within such sixty (60) day period. In the event the dispute is resolved against Customer, Customer shall pay such amounts plus a late fee at the rate referenced above.

(E) Failure to Pay / Suspension of Service. In the event all undisputed fees and charges due pursuant to Mosaic's invoice(s) for Service are not paid in full by the Due Date, Mosaic may, after giving Customer at least five (5) days prior written notice and opportunity to pay such charges within such 5-day period ("**Suspension Notice**"), take any lawful action necessary to repossess leased Equipment / CPE (including entry to premises wherein the Equipment / CPE is located) as-well-as suspend all or any portion of Service (including services provided to Customer by Mosaic under any other agreement) 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 Service to Customer only when Customer provides Mosaic with reasonably 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 / terminated (as the case may be) all Service (including Service Orders) under this Service Addendum as of the date set forth in the Suspension Notice.

10. Term / Termination.

(A) Term. This Service Addendum will be effective as of the Service Addendum Effective Date first set forth 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 termination or expiration of all Service provided to Customer hereunder which is subject to a Service Commitment Period.

(B) Termination of Defective Service. Customer will have the right to terminate a specific portion of the Service (e.g., defective hardware, piece of Equipment or CPE) without liability for the termination charge referenced above if Mosaic fails to cure a Defect associated with such Service within any applicable written warranty terms available to Customer with respect to the specific portion of Service in question (e.g., a defective CPE component) or within 30 days after receipt of written notice of the same from Customer, whichever cure period is shorter.

(C) Termination of Service Addendum. A party will have the right to terminate this Service Addendum if the other party breaches any material term or condition of the Agreement 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 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 Service Addendum. Upon the effective date of termination of this Service Addendum: **(i)** Mosaic may immediately cease providing Service hereunder; **(ii)** leased Equipment / CPE will be subject to return as provided above; and, **(iii)** any and all payment obligations of Customer hereunder, including, without limitation any applicable charges for Services provided to the effective date of termination as well as a termination charge as provided above (if Customer is the breaching party), will become due and payable in accordance with the payment terms above.

(E) Survival of Terms. In the event of any termination of this 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 of hereof, including without limitation the provisions for indemnification, return of Equipment / CPE and the making of any payments by Customer due hereunder.

11. Limited Warranty / Exclusive Remedies for Service Defects.

Subject to the Limitation of Liability and Disclaimer of Warranties set for in the MSA, Mosaic warrants that 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 SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.** Service which may not perform in accordance with the Technical Standards (including Equipment / CPE which is not materially altered or damaged through abuse or neglect) shall (unless otherwise subject to other written warranty available to Customer by the manufacturer or a written warranty agreement executed by Customer and Mosaic) be subject to repair or replacement, and Mosaic will use reasonable efforts under the circumstances to remedy any errors, delays or interruption in the Service (**“Defect[s]”**). Customer shall have the right to terminate defective Service in accordance with Section 10(B and receive a prorata credit against any recurring (non-usage based) charges invoiced for the affected Service and for the period it was defective as its exclusive remedies for Defects in Service hereunder.

12. Privacy. The provision of Service may utilize the public Internet and third party networks. Mosaic and its service providers and Equipment / CPE suppliers shall not be liable for any lack of privacy which may be experienced by Customer or its end-users with regard to the Service provided hereunder. Customer shall be solely responsible for any liabilities arising from Customer's or its end-users' lack of privacy, if any, related to the use of the public Internet and/or third party networks