

On-Line NUMBERS SERVICE ADDENDUM

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

The MSA, this Numbers Service Addendum and Numbers Service Orders submitted by Customer and accepted by Mosaic, may collectively be referred to as the “**Agreement.**” Except as expressly set forth herein, the Numbers Service described in this Numbers Service Addendum will be provided in accordance with the provisions of the MSA. Terms used in this Addendum unless otherwise defined in this Numbers 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 Numbers Service Addendum, this Numbers 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 Numbers Service Addendum is applicable only where Customer purchases Numbers Service from Mosaic. If the Numbers Service herein becomes subject to a tariff, the tariff will control.

2. **NUMBERS SERVICE.**

(A) Numbers Service. Mosaic direct inward dialing service (“**Numbers Service or Numbers Service(s)**”) enables users to receive inbound traffic calls from multiple markets to telephone numbers provided by Mosaic hereunder. Notwithstanding the foregoing, inbound traffic calls to Calling Card Applications (hereafter defined) are prohibited unless Customer and Mosaic have executed a Calling Card Application Appendix to this Numbers Service Addendum. **Any breach of the forgoing prohibition or use of Numbers Service for outbound calling or other outbound applications / services will be deemed a material breach of this Agreement, and Mosaic will have the right to exercise all available remedies hereunder including, but not limited to, termination of any or all Numbers Service.** For purposes of this Agreement “Calling Card Applications” are defined as including, but not limited to, 2-stage dialing applications, mobile software applications that dial an access telephone number or access telephone numbers, or applications that automatically forward to a pre-set telephone number.

(B) Numbers. Mosaic will provide Customer telephone numbers (**also referred to herein as “Numbers”**) and transport [via SIP Trunking and the internet] of Customer inbound traffic received by Mosaic to Customer’s designated facilities within the United States. Inbound transport capacity is used for aggregation of all inbound traffic and will be obtained by Customer via the Internet. Any other interconnection with Mosaic for Numbers Service will be subject to written approval by Mosaic on an individual case basis. Mosaic shall provision Numbers as requested by Customer and as available to Mosaic for the purpose of allowing Customer’s subscribers (end-users) to access Customer’s services. Mosaic shall assign Numbers based on availability and does not guarantee availability of Numbers associated with particular geographic locations. Provisioning intervals may vary and are not guaranteed. The component specifications for Numbers Service (e.g. number of SIP Trunk(s), SMS and/or CNAM enablement) will be established using the Mosaic OSS Portal or written order form described in Section 3 below. Mosaic will have the right to charge for move, add, change disconnect services (“**MACD**”) provided with respect to Number Service.

(C) Porting. As an additional component of Numbers 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) Numbers number porting 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 Numbers 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 onetime per-number charge according to the pricing set forth in Customer’s Numbers Service Order.

(D) Local 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 Numbers 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 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.

3. OSS PORTAL: NUMBERS SERVICE ORDER AND DELIVERY.

(A) Numbers Service Order. Customer requests for Numbers 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 Numbers Service and billing the associated monthly recurring and non-recurring charges (MRR/NRR) (“**Numbers Service Order**”). Mosaic’s obligation to provide Numbers Service is subject to its acceptance of the Numbers Service Order either in writing or via the Mosaic OSS Portal. The acceptance of a Numbers Service Order requires: **(i)** availability of the Numbers Service component and pricing pursuant to Section 5 below; and, **(ii)** Customer providing certain information and specifications (e.g., number of SIP Trunks, SMS and/or CNAM enablement) which is generally required within the telecommunications industry for the provision of direct inward dialing service and which is necessary for Mosaic to provide the Numbers Service. Information provided by Customer for Numbers Service must be accurate, current and complete. Customer hereby represents and warrants that all such information is always accurate and complete. Customer acknowledges that if it provides any information that is untrue, inaccurate, not current, or incomplete, Customer’s rights to use the Numbers Service may be suspended or terminated without liability on the part of Mosaic.

(B) Service Commitment Period; Start of Service. The Service Commitment (Term) will be: ninety (90) days for Numbers and twelve (12) months for SIP Trunks, and shall commence on the Numbers Order Completion Date (set forth in Section 3(C) below (“**Start of Service**”). Unless terminated by Mosaic or Customer upon at least ninety (90) days’ notice prior to expiration, the Service Commitment Period in question shall automatically be extended for additional equal 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 in question.

(C) Numbers Order FOC / Completion Date. Mosaic will promptly provision each Numbers Service Order upon its acceptance of a Numbers Service Order either in written form or via the OSS Portal. Mosaic will establish firm order confirmation dates (“**FOC Date(s)**”) for Numbers Service Orders and notify Customer electronically via email of Numbers Service Order completion at the Customer web address of the Technical Contact set forth on the applicable Numbers Service Order (“**Numbers Order Completion Date**”).:

(D) Billing Commencement. Mosaic’s billing for Numbers Service shall commence as the Numbers Order Completion Date for the Numbers Service in question. For the avoidance of doubt, Customer hereby acknowledges and agrees that Mosaic’s delivery of a Numbers Service and the commencement of billing

for that Numbers Service may not be declined, delayed or conditioned from and after the Numbers Order Completion Date on grounds, including without limitation, whether Customer has procured services from other carriers needed to operate the Numbers Service, and regardless of whether Customer is otherwise prepared to accept delivery of ordered Numbers Service.

4. DISCONNECTION OF SERVICE.

(A) Disconnection of Numbers Service. Following Start of Service and prior to expiration of the Service Commitment Period relevant to the Numbers Service(s) in question, Customer may disconnect any of the Numbers Service(s) if Customer provides written notification thereof to Mosaic at least thirty (30) days in advance of the effective date of disconnection. In such event or in the event Numbers Service is terminated by Mosaic in accordance with Section 6(C), Customer shall pay Mosaic all charges for such Numbers Service(s) provided through the effective date of such disconnection, plus a disconnection charge equal to one hundred percent (100%) of the monthly recurring charges for the affected Numbers 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 Numbers Service(s) shall be difficult if not impossible to ascertain. Therefore, the provision for the charges in this Section 4 in the event of disconnection of Numbers Service(s) are 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.

5. CHARGES AND PAYMENT TERMS FOR NUMBERS SERVICE.

(A) Payments and Invoicing. Customer shall pay all fees and charges due for Numbers Service in accordance with the "Schedule of Numbers Charges" set forth in the applicable Numbers Service Order. 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 Numbers Service via email to the Customer web address set forth on the initial Numbers 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.

All charges for Numbers Service set forth in a Numbers Service Order are subject to change at Mosaic's sole discretion and upon ten (10) days' notice to Customer, provided however, that the recurring rates applicable to individual existing Number(s) on a per TN basis will remain as established as of the Start of Service date for the existing Number(s) and not subject to change during the Service Commitment Period (Term) therefor exclusive of any automatic extension period provided under Section 3(B) above. Unless otherwise stated in the Numbers Service Order, the rates will apply with respect to each Number (i.e., Telephone Number or TN) comprising Numbers Service.

(B) 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 and Additional Charges); and (ii) monthly recurring charges for the first full month Numbers 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 Numbers Service will be invoiced one (1) month in advance of the month in which such Numbers 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 Numbers 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.

(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 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 Numbers 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.

(D) Disputed Invoices. If Customer reasonably disputes any portion of a Mosaic invoice for Numbers 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@mosaicnetwork.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 Numbers 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 Section 5(B).

(E) Failure to Pay / Suspension of Service. In the event all undisputed fees and charges due pursuant to Mosaic's invoices for Numbers 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 Numbers Service Addendum as of the date set forth in the Suspension Notice.

6. TERM / TERMINATION.

(A) Term. The "**Term**" of this Numbers Service Addendum will commence as of the Numbers 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 Numbers Service provided to Customer by Mosaic pursuant to this Numbers Service Addendum.

(B) Termination of Defective Service. Customer will have the right to terminate a specific Numbers Service Order and the Services described therein without liability for charges provided in Section 4(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 Numbers Service Addendum. A party will have the right to terminate this Numbers 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 Numbers 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 Numbers Service Addendum. Upon the effective date of termination of this Numbers Service Addendum pursuant to Section 6(C): (i) Mosaic may immediately cease providing Numbers Service hereunder and (ii) any and all payment obligations of Customer hereunder, including, without limitation any applicable charges determined in accordance with Section 4(A) above (if Customer is the breaching party), will become due and payable in accordance with Section 5.

(E) Survival of Terms. In the event of any termination of this Numbers 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.

7. RESELL AND CUSTOMER END-USERS.

Customer may resell the Numbers Service(s) to its own customers or end-users. Customer shall take full responsibility for management of its end-users. Customer shall be solely liable for amounts it cannot collect from the end-users. In addition, Customer is solely responsible for collecting from its end-users any payment of any applicable federal, state, local, or other governmental sales, use, excise, public utility, or other taxes, regulatory fees, and charges now in force or enacted in the future, or additional costs imposed, or charges that arise (e.g., intercarrier compensation charges or charges imposed by payphone operators arising from inbound calling) from or are a result of the Customer's provision of services to its end-users (**collectively, "Customer Costs of Service"**). Customer agrees to indemnify and hold Mosaic, Mosaic's suppliers used in the provision of Numbers Service, and the parent companies, sister companies, employees, directors, officers and shareholders of the same, harmless from and against any and all claims (including claims for Customer Costs of Service), liabilities, losses, judgments, damages and expenses, including without limitation attorneys' fees and costs of litigation, incurred or suffered by such party relating to or arising out of any acts or omissions of Customer's end-users and Customer's provision of services to its end-users.

8. TRAFFIC AND Numbers.

(A) Jurisdictional Nature of Traffic. Any voice over internet or other internet telephony traffic (i.e., VOIP) facilitated by Customer using Numbers Service will be subject to applicable laws, rules and regulation of state and federal authorities including, but not limited to, the jurisdictional nature of such traffic.

(B) Emergency Services. CUSTOMER HEREBY REPRESENTS AND WARRANTS THAT IT IS NOT RELYING ON MOSAIC IN ANY WAY TO PROVIDE 911, E911 OR ANY OTHER EMERGENCY SERVICES ("911"). Customer warrants and represents that it assumes all liability related to 911, E911 or any other emergency services associated directly and indirectly with its services to its end-user customers or to any holder of a telephone number issued by Mosaic pursuant to this Numbers Service Addendum. Customer shall include in an appropriate contract with its End Users that relates to Numbers Service provided under this Agreement a limitation of liability that limits its own and Mosaic's liability to any End-User of Customer and provides that Mosaic shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "911" or to any other person who may be affected by the dialing of the digits "911". Customer agrees to release, indemnify, defend and hold harmless Mosaic from and against any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorney's fees) arising out of Customer or an end-user's dialing of "911" or attempt to dial "911", whether or not such loss was foreseeable.

(C) Blocking and Traffic Not to Be Exchanged. Unless specified in this Numbers Service Addendum or mutually agreed to by the parties in a Numbers Service Order {specifically acknowledged and subscribed to by an authorized representative of each party}, Customer shall not use Numbers Service hereunder for inbound collect calls or calls to any other numbers or services (including, but not limited to, chat lines) where under normal telecommunications industry arrangements the calling party is to be billed for the call by the calling party's carrier on behalf of the terminating carrier or service provider or the terminating carrier's customer. Mosaic reserves the right to block any unique telecommunications services, including, but not limited to, 311, 411, 611, 976, 500, 700 and 900 numbers.

(D) CLLI and LERG Responsibilities. Upon assignment of Numbers to Customer, and as necessary to comply with industry standards, Mosaic will also assign Location Routing Numbers (LRNs), Common Language Location Identification (CLLI) codes and other related industry codes for each of the Customer POIs to be associated with the numbers, and Mosaic will also make all associated entries in the Local Exchange Routing Guide (LERG) and other industry information databases needed to assure correct routing of inbound traffic to the assigned numbers.

(E) Number Management. Numbers provided pursuant to purchase of the Numbers Service are subject to availability within the Mosaic's service territory and in accordance with state and federal laws and regulations. Mosaic reserves the right to limit the amount of such numbers assigned to any one Customer.

Customer will have no ownership or other property right in any of the Numbers ordered by and assigned to Customer hereunder. All regulatory fees and assessments associated with acquiring and using numbers (including, but not limited to, universal service fees, porting charges, etc.) will be paid by Customer. Further, Mosaic retains ability to retract such numbers and/or discontinue or modify the terms of Numbers Service with reasonable notice (without refund for the applicable charges to the effective date of such notice or any earlier disconnection or termination of Numbers Service) should this offering be rendered moot or removed, as per state and/or federal rules, laws, or administrative or judicial findings, or Mosaic finds Customer has not used numbers for assignment to an end-user after a period of three (3) consecutive months.

(F) Limitation of Mosaic' Number Management Responsibilities. Mosaic's ongoing number responsibility is expressly limited to changes in the Customer routing instructions and specifications for such numbers pursuant to Customer's instructions provided via the Mosaic OSS Portal. All other on-going number management responsibilities are exclusively Customer's.

(G) FCC/Legal Authority. Mosaic will make commercially reasonable efforts to provide Customer with information pertaining to Customer's purchase or usage of the Numbers Service as required or requested by the FCC or other competent legal authority.

9. TRUNK AND NUMBER FORECASTING.

Mosaic shall establish direct trunking with Customer to Customer's POI for all traffic covered under this Numbers Service Addendum. Customer shall provide Mosaic with regular forecasts, in a mutually approved format, regarding the desired inbound capacity, so as to enable Mosaic to configure optimum network arrangements.

10. SIGNALING.

Concerning all traffic handled for Customer, Mosaic agrees to pass through without change all ANI components containing call detail information used in billing access and reciprocal compensation charges. Both parties agree not to change, manipulate, or in any way intentionally modify traffic line records, including, but not limited to, LRN, BTN, CPN and ANI.

11. LIMITED WARRANTY.

Subject to the Limitation of Liability and Disclaimer of Warranties set for in the MSA, Mosaic warrants that Numbers 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 NUMBERS SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.** Numbers 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 Numbers Service ("Defect[s]"). Customer shall have the right to terminate defective Numbers Service(s) in accordance with Section 6(B). The parties acknowledge and agree that the exclusivity of remedies and limitations of liability set forth in this Agreement form an essential basis of this Agreement and have been relied on by both parties, and that absent such exclusivity of remedies and limitations of liability, the terms and conditions of this Agreement and the charges applicable to the Services would be substantially different.

12. PRIVACY.

The provision of Numbers 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.