

**On-Line  
OUTBOUND TRAFFIC "8YY" ROUTING  
SERVICE ADDENDUM**

This On-Line Outbound Traffic "8YY" Routing Service Addendum ("**OTR 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 OTR Service (defined below). The date Mosaic accepts an OTR "8YY" Service Order (defined below) from Customer will be deemed the "**Effective Date**" of the Agreement between the parties with respect to OTR Service provided hereunder.

The MSA and this OTR Service Addendum may collectively be referred to as the "**Agreement**." Except as expressly set forth herein, the OTR Service described in this OTR Service Addendum will be provided in accordance with the provisions of the MSA. Terms used in this Addendum unless otherwise defined in this OTR 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 OTR Service Addendum, this OTR Service Addendum will control.

Whereas, Customer has toll-free originating telecommunications traffic (i.e., 8YY calls with one of the following NPAs: 800,855,866,877 or 888) to be delivered to one or more interexchange carriers ("IXC[s]") within domestic US markets because that IXC has been selected as the Primary IXC for the call or the call is destined for a toll-free subscriber that is an IXC end-user ("**Outbound Traffic**"); and,

Whereas, Mosaic can route the Outbound Traffic for delivery to the relevant IXC ("**OTR Service**") which will then route the traffic thereafter as required to complete the call.

Now, therefore, 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. OTR SERVICE.**

**(A)** Neither party will invoice or charge the other for OTR Service. Customer will not invoice the relevant IXCs for any access or data base query charges associated with the Outbound Traffic.

**(B)** Following Mosaic's acceptance of an OTR "8YY" Service from Customer, Customer will receive a monthly interconnection cost recovery payment based upon the number of Outbound Traffic minutes (full minutes only per call) for which Mosaic actually collects compensation within the prior calendar month equal to the rate per minute set forth in the then current OTR "8YY" Service Order ("**Customer OTR Payment**"). The Customer OTR Payment may be modified by Mosaic effective with five (5) business days notice to Customer at any time during the Service Commitment Period for OTR Service. Within ten (10) business days of such notice, Customer may notify Mosaic that it is terminating this OTR Addendum as of a date not later than thirty (30) days from the date of Mosaic's notice.

**(C)** Mosaic shall render a monthly statement on or about the 15<sup>th</sup> of each month to Customer detailing the basis for Customer OTR Payments based upon Outbound Traffic minutes for which Mosaic has received compensation in the prior month. Unless otherwise set forth in an OTR "8YY" Service Order or unless otherwise agreed in writing between the parties, Customer OTR Payments will be sent to Customer at its notice address. Customer waives the right to dispute the amount of any Customer OTR Payment which is not disputed within ninety (90) days of the payment date.

**(D)** Customer shall, if so required, pay on its own account amounts due for any taxes, surcharges or other charges or fees imposed in connection with OTR Service.

**(E)** In the event any compensation to Mosaic for Outbound Traffic is required to be returned by Mosaic pursuant to a requirement of law, the terms and conditions of a third-party agreement, a billing discrepancy or dispute, a tariff, or by order of any court of regulatory authority ("**Refunded Traffic**"), Mosaic shall bill Customer for the Customer OTR Payments remitted to Customer on account of such Refunded Traffic. Customer acknowledges that Mosaic is entitled to offset such billings to Customer against future Customer OTR Payments. To the extent that such future Customer OTR Payments are insufficient to liquidate amounts due to Mosaic due to Refunded Traffic, Customer agrees to pay to Mosaic such amounts within thirty (30) days of the date of such invoice.

## 2. OTR SERVICE INTERCONNECTION AND TRAFFIC RESTRICTION.

(A) Customer will interconnect with Mosaic's network facilities as directed by Mosaic for purposes of sending Mosaic Outbound Traffic for OTR Service.

(B) To the extent that any Outbound Traffic is generated by prerecorded and/or autodialed calls [**aka, "Robocalls"**], Mosaic reserves the right to exclude such traffic from Customer OTR Payments. In the event Outbound Traffic is generated by Robocalls, Mosaic further reserves the right to terminate OTR Service to Customer at its sole discretion upon notice to Customer.

## 3. SERVICE COMMITMENT.

The Service Commitment for all OTR Service will be month-to-month commencing on the OTR Service Addendum Effective Date ("**Start of Service**"), and subject to termination without further liability by Mosaic or Customer upon at least thirty (30) days' prior written notice.

## 4. TERM / TERMINATION.

(A) **Term.** This OTR Service Addendum will be effective as of the OTR 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 OTR Service provided to Customer by Mosaic pursuant to this OTR Service Addendum.

(B) **Termination of Defective Service.** Customer will have the right to terminate OTR Service if Mosaic fails to cure a Defect associated with such Service within thirty (30) days after receipt of written notice of the same from Customer.

(C) **Termination of OTR Service Addendum.** A party will have the right to terminate this OTR 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 OTR 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 OTR Service Addendum.** Upon the effective date of termination of this OTR Service Addendum: (i) Mosaic will cease providing OTR Service hereunder and (ii) any and all payment obligations of Mosaic hereunder will only be effective with respect to OTR Service provided to the effective date of termination.

(E) **Survival of Terms.** In the event of any termination of this OTR 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 Mosaic due hereunder.

## 5. CHANGE IN LAW.

If any federal, state or local statute, rule order, regulation or order by a court of law or regulatory authority ILEC tariff change, or anything similar to the foregoing effects a change (a "Change in Law") which has a material adverse impact upon either party under this OTR Addendum, then the parties will use reasonable efforts under the circumstances to revise this OTR Addendum so that either or both parties are no longer impacted in a material adverse fashion and in a manner that preserves, to the fullest extent possible, the respective positions of the parties. If the parties are unable to agree upon revisions to this OTR Service Addendum in accordance with the foregoing provisions, then the party impacted in a material adverse manner shall have the right, at its sole discretion, to cease performance of the obligation(s) that is materially and adversely affected upon prior notice to the other party. The parties agree a Change in Law that decreases the switched access charges Mosaic may invoice IXCs relevant to the Outbound Traffic will impact Mosaic in a material adverse fashion and entitle Mosaic to invoke the operation of this Section.

## **6. LIMITED WARRANTY.**

Subject to the Limitation of Liability and Disclaimer of Warranties set for in the MSA, Mosaic warrants that OTR 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 OTR SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. Mosaic will use reasonable efforts under the circumstances to remedy any errors, delays or interruption in the OTR Service (“Defect[s]”). Customer shall have the right to terminate defective OTR Service(s) in accordance with Section 4(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.

## **7. PRIVACY.**

The provision of OTR 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.