

On-Line SMS Service Addendum

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

The MSA, this SMS Service Addendum and SMS 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 SMS Service described in this SMS Service Addendum will be provided in accordance with the provisions of MSA. Terms used in this Addendum unless otherwise defined in this SMS 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 SMS Service Addendum, this SMS 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 SMS Service Addendum is applicable only where Customer purchases SMS Service from Mosaic. If the SMS Service herein becomes subject to a tariff, the tariff will control.

2. SERVICE DESCRIPTION.

(A) General Description. The service hereunder provides connectivity between disparate networks, allowing subscribers of one (1) network to exchange Short Message Service (SMS) text messages with subscribers of another network by simply addressing the message to the telephone number of the intended recipient (“**SMS Service**”). Mosaic’s SMS Service handles the routing, messaging protocol conversions, and reformatting necessary to complete the delivery of SMS text messages between incompatible networks. Message content is preserved through message segmentation where necessary. The term “**Active SMS TN**” as used in this SMS Addendum shall mean a DID number for which Customer has activated the SMS Service. The SMS Service is a peer-to-peer only service, with the following messaging reach:

- (i) Domestic messaging including Canada (within the North American +1 dialing plan); and,
- (ii) International messaging (outside the +1-dialing plan), which is limited to Mosaic “direct” SMPP-connected Operators only.

(B) Service Limitations. Customer (and any end-user obtaining Service by or through Customer) is strictly prohibited from using Mosaic provided DID numbers for SMS Service hereunder in connection with any call types that would result in Mosaic incurring originating access charges, local exchange carrier “DIP” fees or other call types that may be subject to a reverse billing process, application or charge. In the event that Customer fails to comply with the terms of this Section B: (i) Mosaic shall have the right to immediately suspend or terminate the Service (without notice or opportunity to cure) and (ii) Mosaic will invoice and Customer will pay Mosaic for such charges plus a 30% surcharge based on the amount of such charge. Any charges owing by Customer to Mosaic under this Subsection (B) shall be in addition to any and all other charges that may be due and owing hereunder. Customer shall also indemnify and hold harmless Mosaic, its officers, employees, agents and affiliates from and against any and all losses, claims, costs or damages of whatever nature arising from or relating to Customer’s use of Mosaic’s Service in violation of this Subsection (B).

(C) Process. When Customer’s subscriber or end-user originates an SMS text message from an Active SMS TN through the Mosaic designated network to any Mosaic supported carrier that supports a text capable telephone number (“**Message Termination**” or “**MT**”), Customer’s GUI routes the SMS text message to Mosaic’s designated SMS Service bureau platform. Mosaic’s SMS Service routes the message based on the mobile number to the destination Operator’s short message service center (“**SMSC**”), using an existing accepted connection, or accepted interface. When Mosaic’s designated SMS Service bureau platform receives SMS text messages (“**Message Origination**” or “**MO**”), with a destination of an Active SMS TN belonging to Customer’s network, Mosaic will

attempt to deliver the SMS text message to Customer's SMSC, or accepted interface, using the same connections as Customer uses to send SMS text messages to Mosaic's SMS Service bureau platform.

(D) Maintenance. Mosaic will use commercially reasonable efforts to maintain a database of line ranges of destination addresses for the purpose of delivering SMS text messages, together with Operator preferences regarding the delivery of SMS text messages. This database will include the line ranges of Customer's subscribers.

3. MOSAIC'S OBLIGATIONS.

(A) Route to Destination. Mosaic will provide the SMS Service for messages which are submitted to Mosaic from Customer's SMSC, or acceptable interface, and for which Mosaic has routing information enabling the completion of the transmission attempt of the SMS text message to the intended destination. SMS enablement of TNs by Mosaic does not guarantee SMS delivery by all carriers; and, it is possible that some carriers could block SMS delivery. Mosaic will notify Customer in writing of changes to Mosaic's approved SMS providers. In the event that Mosaic is unable to offer functional Active SMS TNs, Mosaic will cease charging the monthly recurring charge for the affected TNs .

(B) Routing to Destination When Fees Apply. Mosaic's default position is to not connect the SMS Service with operators who charge termination fees for the destination in question. If Mosaic receives notification of termination fees regarding a destination from a Short Message Peer-to-Peer (SMPP) operator Customer will be notified of the 'pass-through' fee amount and Customer will be given five (5) days notice of the option of choosing to pay the associated messaging fees of the destination operator. If no response is received from Customer the Mosaic default position will apply, and Mosaic will not connect the SMS Service at issue to the destination operator in question.

(C) Blocking SMS Service. Mosaic reserves the right to initiate blocking of SMS Service (messages) at any node within Mosaic's network from any entity (MSISDN, SMSC, or Operator) mobile terminating messages to Customer. The blocking criteria will be based on filters, if any, that Customer has established with Mosaic and Mosaic has agreed to in writing, or message-originating and message terminating imbalances that have been detected by Mosaic in violation of the Mosaic AUP or the provisions of Section 9(B)(i).

4. CUSTOMER'S OBLIGATIONS:

(A) Customer using SMPP Interconnect. If Customer is using a SMPP Interconnect, Customer is responsible for the following:

- (i) Providing Internet access via an ISP from Customer's site;
- (ii) Communicating via a SMPP device meeting Mosaic's requirements;
- (iii) Managing tunnels to Mosaic;
- (iv) Maintaining adequate bandwidth to Mosaic; and
- (v) Using registered, Internet routable host and firewall IP addresses.
- (vi) Customer is responsible for notifying Mosaic of any changes to its SMPP connection.
- (vii) Customer is responsible for costs incurred for a network connection to Mosaic using an IP-based network which meets Mosaic's minimum security requirements.

(B). General Customer Responsibilities. With respect to the "**Specs**" hereafter referenced, the Specs will consist of either or both the API Service Gateway specifications for HTTP S or the SMPP API Service Gateway reference guides set forth in Mosaic's AUP. It is understood that while Customer may use either or both of the Specs for the purpose of sending or receiving SMS messages, each Active SMS TN must be assigned to only one of the Specs.

(i) In order for Mosaic to provide and Customer to receive the SMS Service described herein, Customer's accepted interface must be capable of routing SMS text messages in accordance with the Specs.

(ii) Customer's network connection point must be capable of receiving SMS text messages in accordance with the Specs, and for which the destination is a subscriber or end-user of Customer.

(iii) Customer will comply with rules and obligations set forth by the FCC and/or MMA (Mobile Messaging Association).

(C) Customer Operations Contact. Customer agrees to provide the following information at the time of implementation, and agrees to provide Mosaic with updates as to the name, email, mobile and landline phone number of a Customer employee responsible for Customer's support of SMS Service.

5. OPERATIONAL STANDARD.

The links and interfaces provided by Customer and Mosaic under this SMS Service Addendum shall comply with the Specs referred to above, and shall only be used for the specific SMS Service provided hereunder or in connection with other Services designated by Mosaic and obtained under a separate agreement or Service Addendum between the parties.

6. DATABASE OWNERSHIP.

Customer acknowledges that Mosaic does not own the database information contained in the SMS routing Database, and Customer releases and holds Mosaic harmless from any damages Customer or any third party sustains by reason of messages being delivered incorrectly or not at all. Customer acknowledges that the data is only as accurate as the data that exists in the applicable records as input by service providers and providers of telecommunications related services. **THEREFORE, CUSTOMER AGREES THAT IN ADDITION TO THE LIMITATIONS OF LIABILITY SET FORTH IN THE MSA, MOSAIC SHALL NOT BE LIABLE FOR INACCURACIES IN THE PROCESSING OF SMS TEXT MESSAGING PROVIDED TO CUSTOMER OR ITS END-USERS, EXCEPT TO THE EXTENT THAT SUCH INACCURACIES ARE CAUSED BY MOSAIC'S WILLFUL OR WANTON MISCONDUCT OR GROSS NEGLIGENCE.**

7. SMS SERVICE ORDER; SERVICE COMMITMENT: AND, DELIVERY.

(A) SMS Service Order. Customer requests for SMS Service must be in a form designated by Mosaic and contain the information (including price (monthly recurring and non-recurring charges MRR/NRR)) and specifications necessary for Mosaic to provision the SMS Service ("**SMS Service Order**"). SMS 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. Mosaic's obligation to provide SMS Service is subject to its acceptance of a valid SMS Service Order. A valid SMS Service Order requires Customer to enter certain information and specifications regarding the SMS Service which is generally required within the telecommunications industry for the provision of SMS Service. Such information must be accurate, current and complete. Customer hereby agrees to ensure 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 SMS Service may be suspended or terminated without liability on the part of Mosaic.

(B) Service Commitment Period; Start of Service. The Service Commitment for all SMS Service subject to recurring charges will be described in an SMS Service Order(s) accepted by Mosaic and shall commence on the SMS Order Completion Date (set forth in (C) below ("**Start of Service**"). Upon expiration of the Service Commitment Period relevant to the SMS Service(s), such Service Commitment Period shall automatically be extended on a month-to-month basis subject to the same terms and conditions then in effect and subject to termination without further liability by Mosaic or Customer upon at least thirty (30) days' prior written notice.

(C) Order Completion Date. Mosaic's acceptance of a SMS Service Order occurs when the order in question is processed as a valid SMS Service Order and SMS Service messaging is functional for the Active SMS TN in question ("**Order Completion Date**").

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

8. DISCONNECTION OF SERVICE.

(A) Disconnection of SMS Service. (i) Prior to Start of Service Customer may cancel any of the SMS 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 SMS Service(s), plus a cancellation charge equal to fifty percent (50%) of the monthly recurring charges for the affected SMS 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 SMS Service(s) in question, Customer may disconnect any of the SMS 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 SMS Service is terminated by Mosaic in accordance with Section 10(C), Customer shall pay Mosaic all charges for such SMS 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 SMS 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 SMS Service(s) shall be difficult if not impossible to ascertain. Therefore, the provision for the charges in this Section 8 in the event of disconnection of SMS 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 are not intended as a penalty.

9. CHARGES AND PAYMENT TERMS FOR SMS SERVICE.

(A) Payments and Invoicing. Customer shall pay all fees and charges due for SMS Service in accordance with the applicable SMS Service Order and this SMS Addendum. 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 SMS Service via email to the Customer web address set forth on the initial SMS 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) SMS Charges. All charges for SMS Service 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 existing Active SMS TNs will (unless subject to Subsection (E) below) remain as established as of the Start of Service date for the existing Active SMS TNs and not subject to change during the Service Commitment Period there for. Unless otherwise stated, the rates herein will apply with respect to SMS Service associated with each Active SMS TN.

(i) The MRR for SMS Service is limited to a balanced MO / MT message types per Active SMS TN as follows: Unless otherwise agreed between the parties in writing, messaging traffic associated with an Active SMS TN that exceeds a 15% imbalance beyond a 50% MO and 50% MT profile may be suspended by upstream providers or Mosaic. For purposes of this formula: MO (Message Origination) shall mean any inbound message to Mosaic's designated network facilities directed to an Active SMS TN; and, MT (Message Termination) shall mean any outbound message propagated from an Active SMS TN through the Mosaic designated network to any Mosaic supported carrier that supports a text capable telephone number.

(C) Invoice / Due Date. Monthly recurring charges for "Unlimited Messaging" SMS Service will be invoiced in full for each calendar month in which the SMS Service is active. Subject to terms, if any, required by Mosaic pursuant to the Credit provisions of the MSA, following Start of Service for SMS Service hereunder, payment for (i) the monthly recurring charge for the month in which Start of Service occurred (including applicable non-recurring and Additional Charges); and (ii) the monthly recurring charge for the first full month SMS 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 recurring charge (including applicable Additional Charges) for SMS Service will be invoiced one (1) month in advance of the month in which such SMS 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 SMS Service will be

established between the parties in writing; invoiced monthly in arrears; and, unless otherwise required by Mosaic pursuant to the Credit provisions of the MSA, 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 SMS 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) Regulatory and Legal Changes. In the event of any change in applicable law, regulation, decision, rule or order that materially increases the costs or other terms of delivery of SMS Service, Mosaic and Customer will negotiate regarding the rates to be charged to Customer to reflect such increase in cost and, in the event that the parties are unable to reach agreement respecting new rates within twenty (20) days after Mosaic's delivery of written notice requesting renegotiation, then notwithstanding any provision of this Agreement to the contrary: (i) Mosaic may pass such increased costs through to Customer, and (ii) if Mosaic elects to pass such increased costs through to Customer, Customer may terminate the affected SMS Service without termination liability by delivering written notice of termination no later than five (5) days after the effective date of the rate increase.

(F) Disputed Invoices. If Customer reasonably disputes any portion of a Mosaic invoice for SMS 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@mosaicnetworkx.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 SMS 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 Subsection 9(C).

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

10. TERM / TERMINATION.

(A) Term. The "**Term**" of this SMS Service Addendum will commence as of the SMS 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 disconnection, termination or expiration of all SMS Service provided to Customer by Mosaic pursuant to this SMS Service Addendum.

(B) Termination of Defective Service. Customer will have the right to terminate a specific SMS Service Order and the Services described therein without liability for charges provided in Section 8(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 SMS Service Addendum. A party will have the right to terminate this SMS 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 SMS 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 SMS Service Addendum. Upon the effective date of termination of this SMS Service Addendum pursuant to Section 10(C): **(i)** Mosaic may immediately cease providing SMS Service hereunder and **(ii)** any and all payment obligations of Customer hereunder, including, without limitation any applicable charges determined in accordance with Section 8(A) above (if Customer is the breaching party), will become due and payable in accordance with Section 9.

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

11. RESELL AND CUSTOMER END-USERS.

Customer may resell the SMS 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 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 SMS 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.

12. LIMITED WARRANTY.

Subject to the Limitation of Liability and Disclaimer of Warranties set for in the MSA, Mosaic warrants that SMS 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 SMS SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.** SMS 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 SMS Service (**"Defect[s]"**). Customer shall have the right to terminate defective SMS Service(s) in accordance with Section 10(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.

13. PRIVACY.

The provision of SMS 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.