

**MOSAIC NETWORX, LLC. - Acceptable Use Policy (AUP) for: Use of Service / Additional Charges for Out-of-Scope Support / Mosaic OSS Portal / Administration:**

**AUP Generally.** The Acceptable Use Policy specifies prohibited actions and/or obligations required of Customers by Mosaic NetworX, LLC (“**Mosaic**”) and/or Mosaic’s third party providers of any equipment, facilities, services or networks employed by Mosaic (“**Service Partners**”) in provision of any Service to Customers of Mosaic (“**Customer**”). **References to Mosaic** will also include its affiliated companies, officers, directors, employees, authorized representatives and Service Partners as the context reasonably requires. **References to Customer** will also include Customers' employees, agents, contractors / vendors or representatives as the context reasonably requires. **The term "you" / “your” as used herein** shall also mean Customer. Other terms used herein will have the same meaning consistent with their use in your service agreement with Mosaic. Please read these policies carefully. Descriptive headings in this AUP are for convenience only and shall not affect the construction of the AUP. **Mosaic reserves the right to modify this AUP at any time.**

**I. Use of Service.****Prohibited use and emergency disclosure**

Mosaic’s or its Service Partner’s facilities, services or network(s) may be used only for lawful purposes. Customer’ transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

Services provided to Customer will not be used in an unlawful or fraudulent scheme (e.g., calls sent in violation of the Telephone Consumer Protection Act and/or the Federal Communications Commission’s and Federal Trade Commission’s rules and regulations; theft or unauthorized usage of services; misleading or fraudulent communications of any nature; unauthorized use of: (i) prepaid services; (ii) pay-per-call numbers; (iii) information service calls; (iv) directory assistance calls; or, (v) any other calls for which Mosaic is billed that are passed through to Customer for billing to Customer’s end users or otherwise). Customer remains responsible for all costs, expenses, claims or actions arising from calls the purpose or effect of which is theft or unauthorized usage of services, unlawful, misleading or fraudulent communications of any nature.

You consent to Mosaic’s disclosure of Customer’s information to assist in any investigation being conducted by any US federal, state or local governmental agency in cases involving danger of death or serious physical injury to any person or other emergencies as specified by the governmental agency requesting such information.

**Security / Use - Systems or Network**

Customer violations of system or network security are prohibited and may result in criminal and civil liability. Mosaic and/or its relevant Service Partner(s) will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

Customer’s unauthorized access to or use of systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.

Customer's unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.

Customer' intentional interference with service to any user, host or network including, without limitation, mailbombing, flooding, deliberate attempts to overload a system and broadcast attacks.

Customer's forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting or engaging in any other spoofing or fraudulent activity.

Internet protocol addresses (IP addresses) provided to Customer by Mosaic or a Mosaic Service Partner will remain the property of Mosaic or the Mosaic Service Partner, as the case may be, and IP addresses are non-portable by Customer. Upon termination of associated Service, Customer's use of such IP addresses shall be subject to termination.

### **Email**

Sending unsolicited mail messages or spamming, including, without limitation, commercial advertising and informational announcements in violation of CAN-SPAM or other laws, is explicitly prohibited. Customer shall not use another site's mail server to relay mail without the express permission of the site.

### **Usenet**

Posting the same or similar message to multiple newsgroups (excessive cross-posting or multiple-posting, also known as "SPAM") without authorization is explicitly prohibited.

### **Customer Added Responsibilities**

Customer shall not use or permit others to use the services in a manner that could interfere with services provided to others or that could harm the facilities, services or networks of Mosaic or its Service Partners.

Customer shall be responsible for the security of all Authorization Codes used by Customer or its end users. All calls placed using such Authorization Codes or using facilities owned or controlled by Customer or its end users will be billed to, and must be paid by, Customer.

Customer should inform all persons who may be present at the physical location where Customer utilizes Mosaic's **CloudPhone™ Service that CP 911 Service (E911 Service)** calling may not be available or may be in some way limited in comparison to traditional 911 service. Mosaic will support Customer's notification obligation by making warning labels regarding the limitations or unavailability of 911 emergency dialing ("**the 911 Sticker**") available to Customer. Customer is required to place a 911 Sticker on each telephone and on any other device which will be used by Customer with CloudPhone Service, Customer may obtain 911 Stickers by contacting Mosaic customer support at 866-724-2605.

Customer shall be subject to all intellectual property rights in and with respect to any "material" (material shall include, but not limited to, the software, text, photographs and other images, sound, trademarks and logos) contained in or utilized in the Services provided to Customer, and which are either owned by Mosaic or have been licensed to Mosaic by the rights owner(s) so that Mosaic can use this material in providing the Service. Customers are only allowed to use the Services and the material contained in the Service (subject to the provider's license) and these terms for Customers business purposes only, and only in connection with obtaining and otherwise managing / monitoring the Services. Customer shall not reverse engineer, reverse compile, or disassemble the object code, if any, applicable to the material component, if any, associated with the Service.

### **Data Service Use & Restrictions Applicable to Fixed Wireless and/or Non-Dedicated (Shared Broadband) / Ancillary / Asymmetrical Internet Services**

Service restrictions applicable to certain Data Service which may be comprised of, but not limited to, Fixed Wireless and/or Non-Dedicated (Shared Broadband) / Ancillary / Asymmetrical Internet Data Service (“FNAI Service”) are as follows:

Customer will not resell FNAI Service unless first obtaining written authorization from Mosaic.

Upon request of Mosaic Customer will certify it has complied with the above resale restriction.

By use of FNAI Service Customer agrees be subject to certain policies / prescriptions for FNIA Service as may be established by Service Partners (underlying providers) of Mosaic for the FNAI Service in question, which use policies may be amended from time to time by the relevant Service Partner, including, but not limited to the following as the Service in question may require:

<b><u>Service Partner</u></b>	<b><u>Policy</u></b>
Altice	<a href="https://www.optimum.net/pages/Privacy/AUP.html">https://www.optimum.net/pages/Privacy/AUP.html</a>
Centurylink	<a href="http://www.centurylink.com/aboutus/legal/acceptable-use-policy.html">http://www.centurylink.com/aboutus/legal/acceptable-use-policy.html</a>
Centurylink	<a href="http://www.centurylink.com/aboutus/legal/internet-service-disclosure/full-version.html">http://www.centurylink.com/aboutus/legal/internet-service-disclosure/full-version.html</a>
Centurylink	<a href="http://www.centurylink.com/legal/en/highspeedinternetsubscriberagreement_LQ.html">http://www.centurylink.com/legal/en/highspeedinternetsubscriberagreement_LQ.html</a>
Cox	<a href="http://coxbusiness.com/acceptableusepolicy">coxbusiness.com/acceptableusepolicy</a>
Zscaler	<a href="https://www.zscaler.com/legal/overview">https://www.zscaler.com/legal/overview</a>

### **SD-WAN Service Partner EUSA / Data Processing / Privacy Policies**

By use of SD-WAN Service Customer agrees be subject to certain policies / prescriptions for SD-WAN Service as may be established by Service Partners (underlying providers) of Mosaic for the SD-WAN Service in question, which use policies may be amended from time to time by the relevant Service Partner, including, but not limited to the following as the Service in question may require:

<b><u>Service Partner</u></b>	<b><u>Policy</u></b>
Velocloud / Vmware	<a href="http://www.velocloud.com/terms/subscription">www.velocloud.com/terms/subscription</a>
Cato Networks	<a href="http://www.catonetworks.com/cato-networks-data-processing-and-privacy-agreement">www.catonetworks.com/cato-networks-data-processing-and-privacy-agreement</a> ; <a href="http://www.catonetworks.com/privacypolicy">www.catonetworks.com/privacypolicy</a>
Versa Networks	<a href="https://versa-networks.com/documents/Versa-Networks-EULA-End-User-License-Agreement.pdf">https://versa-networks.com/documents/Versa-Networks-EULA-End-User-License-Agreement.pdf</a>

### **Mosaic Right to Take Action**

In the event Mosaic discovers or reasonably believes Customer is in violation of any the foregoing policies Mosaic will, if circumstances permit, take reasonable steps under the circumstances to notify Customer by telephone or email. Following such notification or Mosaic's taking such reasonable steps under the circumstances to provide Customer with notice, and

without any liability to Customer, Mosaic may immediately take such action as it deems reasonably necessary under the circumstances to prevent such unlawful or fraudulent scheme from taking place or prevent harm to relevant facilities, services or networks, including without limitation, suspending Customer's further access to a particular service or network facility or terminating any services to or from specific affected locations or terminating all service associated with Customer.

**CUSTOMER' ACTUAL OR ATTEMPTED VIOLATIONS OF THIS AUP DIRECTLY OR BY DIRECTING A THIRD PARTY ON BEHALF OF CUSTOMER TO VIOLATE THIS AUP, SHALL BE CONSIDERED VIOLATIONS OF THE AUP BY CUSTOMER.**

**II. Additional Charges for Customer Out-of-Scope Support Requests.**

In accordance with Customer's service agreement with Mosaic, Additional Charges with respect to maintenance issues resolved or identified on Customer Facilities shall include, but not be limited to, the following event(s):

**(a)** Customer requests Mosaic to troubleshoot and/or remediate issues: **(i)** caused by Customer (including its employees, agents, contractors, vendors, etc.); and/or **(ii)** related to events, actions, services, equipment, or facilities outside the scope of Mosaic's responsibility for the Service in question;

and/or,

**(b)** Customer requests Mosaic to troubleshoot and/or remediate issues caused by Customer (including its, employees, agents, contractors, vendors, etc.) making operational changes with respect to any Service, Equipment / CPE (including routers / software / firewalls / similar appurtenances) affecting Service without Mosaic providing written validation for the change in question.

In such event(s) Mosaic will charge and Customer will pay the following applicable hourly rate(s)/fee(s):

Description	Hourly Rate/Fee	Minimum Billing Increment
Engineering Support - Normal Business Hours (8am to 5pm PST) Scheduled	\$250.00	1 Hour
Engineering Support - Normal Business Hours (8am to 5pm PST) Unscheduled	\$300.00	2 Hours
Engineering Support - Outside Normal Business Hours / Scheduled	\$350.00	1 Hour
Engineering Support - Outside Normal Business Hours / Unscheduled	\$500.00	2 Hours

Complex problem management by Mosaic for Customer will be subject to individual case based (ICB) fees and charges determined by Mosaic in its sole discretion.

All charges stated herein are subject to addition and/or change by Mosaic, and Mosaic may delay enforcing its rights regarding the Additional Charges without losing them.

**III. Mosaic OSS Portal.** The following general terms and conditions of Mosaic NetworX, LLC ("**Mosaic**") are in addition to the terms above and any Log-On License Agreement accepted by you in accessing any Mosaic web based operational support system or Customer portal (including web based dashboards, management or monitoring portals whether provided by Mosaic or a Service Partner) associated with any Mosaic Services ("**Mosaic OSS Portal**").

Use of the Mosaic OSS Portal will be subject to the following:

1. What you are allowed to do

1.1 You may:

- (a) access the areas of the Mosaic OSS Portal which you are permitted to use to manage and/or support the relevant service[s] you are obtaining from Mosaic, using the user name and password established for your access;
- (b) where permitted, print a page or download a CSV (converting spread sheet) or PDF (portable document format) file for a page or pages of the Mosaic OSS Portal.

2. What you are not allowed to do

2.1 Except to the extent expressly set out in these terms, you are not allowed to make any copies of any part of the Mosaic OSS Portal.

2.2 You may not remove or change anything on the Mosaic OSS Portal including without limitation any copyright, trademark or other intellectual property right notices contained in the original material or from any material copied or printed off from the Mosaic OSS Portal.

2.3 You must only use the Mosaic OSS Portal and anything available from the Mosaic OSS Portal for lawful purposes, and you must comply with all applicable laws, statutes and regulations. You must not use the Mosaic OSS Portal to:

- (a) post, upload or otherwise transmit information or pictures that are obscene or pornographic, threatening, menacing, racist, offensive, defamatory or otherwise unlawful;
- (b) upload files that contain software or other materials in breach of any intellectual property rights or in breach of confidence;
- (c) download any file or materials that you know, or reasonably should know cannot be copied or otherwise used;
- (d) harass, stalk, threaten or otherwise violate the rights of others including Mosaic;
- (e) impersonate anyone else or otherwise misrepresent your identity or status;
- (f) collect and process other user's data residing on the Mosaic OSS Portal;

(g) hack into the Mosaic OSS Portal (in particular areas that you are not permitted to access with your username and password) or any other related computer system, make excessive traffic demands, deliver viruses or otherwise engage in any other behavior that may reasonably be expected to inhibit other users from effectively using the Mosaic OSS Portal or any other web site.

### 3. Your information

Subject to the provisions of your service agreement with Mosaic regarding the confidentiality and privacy of your information, the information you provide on the Mosaic OSS Portal will be used to provide and support the Service you obtain from Mosaic in accordance with the terms of your service agreement with Mosaic. In the event that Mosaic undergoes reorganization or is sold to a third party, you agree that any information Mosaic holds about you may be transferred to that reorganized entity or third party subject to the foregoing limitation on usage.

### 4. Password

4.1 Following registration with Mosaic, you will be issued an individual password (which you may change and may be used to access the Mosaic OSS Portal and those pages which are relevant to you and for which your registration is required). You will use the password only for access to those pages of the Mosaic OSS Portal and not for any other purpose.

4.2 You must keep your password confidential at all times and must not disclose the password or permit third parties which have not been authorized by you to use your password. Any breach of any of these terms by anyone to whom you disclose the password will be treated as if the breach had been committed by you and will not relieve you of your obligations under these terms and conditions.

4.3 Mosaic reserves the right to change your password and user name at any time in its sole discretion and will notify you of such changes using commercially reasonable efforts under the circumstances.

### 5. Limited Right to Use

All intellectual property rights in any "material" (shall include, but not limited to, the software, text, photographs and other images, sound, trademarks and logos) contained in the Mosaic OSS Portal are either owned by Mosaic or have been licensed to Mosaic by the rights owner(s) so that Mosaic can use this material as part of its Mosaic OSS Portal. You are only allowed to use the Mosaic OSS Portal and the material contained in the Mosaic OSS Portal as set out in the above referenced Log-On License Agreement and these terms for your business purposes only, and only in connection with obtaining and otherwise managing Mosaic's services to you or where permitted to your end-users. You and your end-users, if any, have no sub-license or any other rights in the software, hardware, facilities or other material component comprising the Mosaic OSS Portal.

### 6. Ordering Services

6.1 Orders (including Service Orders or other Customer requests, e.g., assisted configuration changes) placed by you through the Mosaic OSS Portal shall be effective on a near real time basis. Therefore, unless otherwise specifically set forth in your service agreement with Mosaic,

any start of service date for billing purposes and/or acceptance/testing period allowed to you under your service agreement with Mosaic for the service in question will commence as of the date of your placement of the order(s) in question. You can track your order(s) through the Mosaic OSS Portal. In the event Mosaic is aware of any issues arising which are adverse to the automated processing of order(s) using the Mosaic OSS Portal, Mosaic shall by notice on the Mosaic OSS Portal, telephone or in a separate email notify you whether such order(s) has been accepted by Mosaic or otherwise resolve the status of such order(s). If you are aware of any issues arising which are adverse to the automated processing of order(s) using the Mosaic OSS Portal, you should contact your Mosaic designated customer service representative or in the absence thereof send an email to the contact identified in the section below regarding inquiries or complaints.

6.2 Any orders for Service that are placed through the Mosaic OSS Portal shall be provided in accordance with your specific terms for Service with Mosaic, or in the absence thereof, Mosaic's published terms of service [including pricing where applicable] for the delivery of such Service.

## 7. Disclaimer

7.1 You agree that your use of the Mosaic OSS Portal is on an "as is" and "as available" basis and that your use of the Mosaic OSS Portal is at your sole risk. On that basis, except as expressly set out in these terms, Mosaic does not enter into conditions, warranties or other terms in relation to the Mosaic OSS Portal (including any implied term relating to quality, fitness for a particular purpose).

7.2 Mosaic tries to make sure that all information contained on the Mosaic OSS Portal is correct, but it (including Mosaic Service Partners) does not accept any liability for any error or omission.

7.3 Mosaic may change the format and content of the Mosaic OSS Portal from time to time. You should refresh your browser each time you visit the Mosaic OSS Portal to ensure that you download the most up to date version of the Mosaic OSS Portal.

7.4 The Mosaic OSS Portal may include links to external sites, co-branded and/or third party branded pages, e.g., help pages. Mosaic has included links to these sites and/or pages to provide you with access to on-line help and training information regarding the Mosaic OSS Portal and/or services that you may find useful or interesting. Mosaic does not control the content of these sites or pages and is not responsible for their content.

7.5 Except to the extent specifically set forth in your service agreement with Mosaic, Mosaic is not liable for any action you may take as a result of relying on any information provided in the Mosaic OSS Portal.

## 8. Suspension and Termination of Access

8.1 Mosaic may suspend the operation of the Mosaic OSS Portal for repair or maintenance work or in order to update or upgrade the contents or functionality of the Mosaic OSS Portal from time to time. Access to or use of the Mosaic OSS Portal or pages linked to it will be not necessarily be uninterrupted or error free.

8.2 In the event of a suspension or termination of Service under your service agreement with Mosaic, or in the event of a modification of service delivery process as may be determined by Mosaic, in its sole discretion, Mosaic may terminate your access to the Mosaic OSS Portal.

## 9. Inquiries or complaints

If you have any inquiries or complaints (about the Mosaic OSS Portal or someone else's use of the Mosaic OSS Portal) then please email them to:

**contracts@mosaicnetworx.com**

## 10. Limited Liability, Indemnity, Force Majeure

**10.1 IN NO EVENT WILL MOSAIC NOR ANY THIRD PARTY PROVIDER OR OPERATOR OF FACILITIES AND/OR SOFTWARE EMPLOYED IN THE PROVISION OF THE MOSAIC OSS PORTAL BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF CUSTOMERS OR CLIENTS, LOSS OF GOODWILL OR LOSS OF PROFITS ARISING IN ANY MANNER FROM YOUR USE OF THE MOSAIC OSS PORTAL AND THE PERFORMANCE OR NONPERFORMANCE OF MOSAIC'S OBLIGATIONS HEREUNDER.**

10.2 In the event parties other than you (e.g., your authorized agent, contractor or where permissible your end users) shall have use of the Mosaic OSS Portal, then you agree to indemnify, defend and hold Mosaic, its affiliated companies and any third party provider or operator of facilities (including software) employed in provision of the Mosaic OSS Portal harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which those parties may assert arising out of or relating to any defect in the Mosaic OSS Portal or the services provisioned or attempted to be provisioned thereunder. You shall also indemnify, defend and hold harmless Mosaic and its affiliated companies from any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorney's fees, costs, and other expenses incurred by Mosaic related to or in connection with your or your end-user(s)' use of the Mosaic OSS Portal or the services provisioned thereunder or your acts or omissions under these terms and conditions.

10.3 If Mosaic's performance through the Mosaic OSS Portal is prevented, restricted or interfered with by causes beyond its reasonable control, including but not limited to acts of God, fire, explosion, vandalism, cable cut by a third party, storm or other similar occurrence, any law, order, regulation, direction, action of any government, or any civil or military authority, or by national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, then Mosaic shall be excused from such performance on a day to day basis to the extent of such prevention, restriction or interference. Mosaic will use commercially reasonable efforts, under the circumstances, to mitigate or eliminate any adverse effect such event of force majeure.

## 11 General

11.1 Mosaic may change the terms and conditions regarding the Mosaic OSS Portal from time to time and will use commercially reasonable efforts, under the circumstances to notify you of any material changes by posting a message on the Mosaic OSS Portal. By browsing the



Mosaic OSS Portal, you are accepting that you are bound by the current terms and conditions. You should check these each time you revisit the Mosaic OSS Portal.

11.2 These terms and conditions form the entire understanding of the parties and supersede all previous agreements, understandings and representations relating to the Mosaic OSS Portal. If any provision of these terms and conditions is found to be unenforceable, this shall not affect the validity of any other provision.

11.3 Mosaic may delay enforcing its rights regarding the Mosaic OSS Portal under these terms and conditions without losing them.

11.4 You agree that Mosaic may sub-contract the performance of any of its obligations regarding the Mosaic OSS Portal or may assign these terms and conditions or any of its rights or obligations with respect to the Mosaic OSS Portal without giving you notice.

#### **IV. Administration of Applicable Law and Process Regarding AUP:**

Unless otherwise specifically set forth in Customer's service agreement with Mosaic, the foregoing terms and conditions set forth in this AUP are made under and will be governed by and construed in accordance with the laws of the State of California (except that body of law controlling conflicts of law).

Unless otherwise specifically set forth in Customer's service agreement with Mosaic, any legal action or proceeding with respect to this AUP shall be exclusively brought in the courts of California in and for the County of Marin or the United States of America for the Northern District of California. Customer and Mosaic submit to such jurisdiction, hereby expressly waiving whatever rights may correspond to either of them by reason of their present or future domicile.