



Intraway
AMAZING DELIVERY

Symphonica

Software as a Service Agreement (v1.0)

October, 2019

by Intraway

Software as a Service Agreement

PLEASE READ THIS AGREEMENT BEFORE USING SYMPHONICA'S SERVICES. BY ACCESSING OR USING SYMPHONICA'S ORCHESTRATION & ACTIVATION SOFTWARE OR SERVICES OFFERING, YOU (the "Customer") SIGNIFY ACCEPTANCE OF AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT ACCESS OR USE THE SERVICES. IF THERE IS A FULLY EXECUTED AGREEMENT BETWEEN YOU AND INTRAWAY THAT EXPRESSLY GOVERNS ORDERS FOR SYMPHONICA'S SOFTWARE AS A SERVICE AGREEMENT, SUCH AGREEMENT SHALL SUPERSEDE THIS AGREEMENT.

This Software as a Service Agreement ("SaaS Agreement") is entered into by and between Customer and Intraway R&D S.A., a company duly registered in Uruguay with its principal place of business at Paraguay 2141, Zona Franca, 11800, Aguada Park, Edificio 1, piso 4, oficina 408, Montevideo, República Oriental de Uruguay ("Intraway"). Intraway and Customer agree that the following terms and conditions will apply to the SaaS Services (as defined below) provided under this Agreement and Orders placed thereunder.

1. DEFINITIONS

"Administrator User" means each Customer employee designated by Customer to serve as technical administrator of the SaaS Services on Customer's behalf. Each Administrator User must complete training and qualification requirements reasonably required by Intraway.

"Customer Content" means all data and materials provided by Customer to Intraway for use in connection with the SaaS Services, including, without limitation, private network IP addressing, network elements authentication credentials and vendor-specific API documentation.

"Documentation" means the user guides, online help, release notes, training materials and other documentation provided or made available by Intraway to Customer regarding the use or operation of the SaaS Services.

"Host" means the computing infrastructure from which the Software is served, which is owned and operated by Intraway or its subcontractors.

"Maintenance Services" means the support and maintenance services provided by Intraway to Customer pursuant to this SaaS Agreement and Exhibit B.





“Other Services” means all technical and non-technical services (other than SaaS Services and Maintenance Services) performed or delivered by Intraway under this SaaS Agreement, including, without limitation, implementation services and other professional services, training and education services. Other Services will be provided on a time and material basis at such times or during such periods, as may be specified in a separate Schedule and mutually agreed to by the parties. All Other Services will be provided on a non-work for hire basis.

“Schedule” is a written document attached to this SaaS Agreement under Exhibit A or executed separately by Intraway and Customer for the purpose of purchasing SaaS Services or Other Services under the terms and conditions of this SaaS Agreement.

“Software” means the object code version of any software to which Customer is provided access as part of the SaaS Services, including any updates or new versions.

“SOW or Statement of Work” means the document specifying, without limitation, the scope, objective and time frame of the Deliverables and Services that Intraway will perform for the Customer.

“SaaS Services” refer to the specific Intraway’s internet-accessible service identified in a Schedule that provides use of Symphonica’s Orchestration and Activation Software that is hosted by Intraway or its services provider and made available to Customer over a network on a term-use basis.

“Subscription Term” shall mean that mandatory period specified in a Schedule during which Customer will have on-line access and use of the Software through Symphonica’s SaaS Services. The Subscription Term shall renew for successive 12-month periods unless either party delivers written notice of non-renewal to the other party at least 30 days prior to the expiration of the then-current Subscription Term.

2. SAAS SERVICES

2.1 During the Subscription Term, Customer will receive a nonexclusive, non-assignable, royalty free, worldwide right to access and use the SaaS Services solely for its internal business operations subject to the terms of this Agreement and up to the number of Customer Service Units documented in the Schedule.

2.2 Customer acknowledges that this Agreement is a service subscription, and that no other rights, other than the ones described in 2.1 above during the Subscription Term, are being granted herein.



3. FREE TRIAL

If Customer registers on Intraway's or Symphonica's website for a free trial, or Customer logging into a SaaS Service trial account, Intraway will make the applicable SaaS Service available to Customer on a trial basis free of charge until the earlier of (a) the end of the free trial period for which Customer registered to use the applicable SaaS Service, or (b) the start date of any Subscription Term for such SaaS Service, or (c) termination by Intraway in its sole discretion. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this SaaS Agreement by reference and are legally binding.

ANY DATA CUSTOMER ENTERS INTO THE SAAS SERVICE, AND ANY CUSTOMIZATIONS MADE TO THE SAAS SERVICE BY OR FOR CUSTOMER, DURING CUSTOMER'S FREE TRIAL WILL BE PERMANENTLY LOST UNLESS CUSTOMER PURCHASES A SUBSCRIPTION TO THE SAME SAAS SERVICES AS THOSE COVERED BY THE TRIAL, OR PURCHASES APPLICABLE UPGRADED SERVICES. CUSTOMER CANNOT TRANSFER DATA ENTERED OR CUSTOMIZATIONS MADE DURING THE FREE TRIAL TO A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL; THEREFORE, IF CUSTOMER PURCHASES A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL, CUSTOMER MUST EXPORT CUSTOMER DATA BEFORE THE END OF THE TRIAL PERIOD OR CUSTOMER DATA WILL BE PERMANENTLY LOST. NOTWITHSTANDING ANY REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES, DISCLAIMERS AND INDEMNIFICATION BY INTRAWAY OBLIGATIONS BELOW, DURING THE FREE TRIAL THE SAAS SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND INTRAWAY SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE SAAS SERVICES FOR THE FREE TRIAL PERIOD UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE INTRAWAY'S LIABILITY WITH RESPECT TO THE SAAS SERVICES PROVIDED DURING THE FREE TRIAL SHALL NOT EXCEED \$100. WITHOUT LIMITING THE FOREGOING, INTRAWAY AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER'S USE OF THE SAAS SERVICES DURING THE FREE TRIAL PERIOD WILL MEET CUSTOMER'S REQUIREMENTS, (B) CUSTOMER'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED DURING THE FREE TRIAL PERIOD WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE "LIMITATION OF LIABILITY" SECTION BELOW, CUSTOMER SHALL BE FULLY LIABLE UNDER THIS SAAS AGREEMENT TO INTRAWAY AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF CUSTOMER'S USE OF THE SAAS SERVICES DURING THE FREE TRIAL PERIOD, ANY BREACH BY CUSTOMER OF THIS SAAS AGREEMENT AND ANY OF CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER. CUSTOMER SHALL REVIEW THE APPLICABLE SAAS SERVICE'S DOCUMENTATION DURING THE TRIAL PERIOD TO BECOME FAMILIAR WITH THE FEATURES AND FUNCTIONS OF THE



SAAS SERVICES BEFORE MAKING A PURCHASE.

Intraway's direct competitors are prohibited from accessing the SaaS Services Free Trial, except with Intraway's prior written consent. In addition, the SaaS Services Free Trial may not be accessed exclusively for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

4. RESTRICTIONS

Customer shall not, and shall not permit anyone to: (i) copy or republish the SaaS Services or Software, (ii) make the SaaS Services available to any person other than authorized users, (iii) use or access the SaaS Services to provide service bureau, time-sharing or other computer hosting services to third parties, (iv) modify or create derivative works based upon the SaaS Services or Documentation, (v) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the software used to provide the SaaS Services or in the Documentation, (vi) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software used to provide the SaaS Services, or (vii) access the SaaS Services or use the Documentation in order to build a similar product or competitive product. Subject to the limited licenses granted herein, Intraway shall own all right, title and interest in and to the Software, services, Documentation, and other deliverables provided under this SaaS Agreement, including all modifications, improvements, upgrades, derivative works and feedback related thereto and intellectual property rights therein. Customer agrees to assign all right, title and interest it may have in the foregoing to Intraway.

5. CUSTOMER RESPONSIBILITIES

5.1 Assistance. Customer shall provide commercially reasonable information and assistance to Intraway to enable Intraway to deliver the SaaS Services. Upon request from Intraway, Customer shall promptly deliver Customer Content to Intraway in an electronic file format specified and accessible by Intraway. Customer acknowledges that Intraway's ability to deliver the SaaS Services in the manner provided in this SaaS Agreement may depend upon the accuracy and timeliness of such information and assistance.

5.2 Compliance with Laws. Customer shall comply with all applicable local, state, national and foreign laws in connection with its use of the SaaS Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data. Customer acknowledges that Intraway exercises no control over the content of the information transmitted by Customer or the Customer's users through the SaaS Services. Customer shall not upload, post, reproduce or distribute any information, software or other material protected by copyright, privacy rights, or any other intellectual property rights without first obtaining the permission of the owner of such rights.



5.3 Unauthorized Use; False Information. Customer shall: (a) notify Intraway immediately of any unauthorized use of any password or user id or any other known or suspected breach of security, (b) report to Intraway immediately and use reasonable efforts to stop any unauthorized use of the SaaS Services that is known or suspected by Customer or any Customer's user, and (c) not provide false identity information to gain access to or use the SaaS Services.

5.4 Administrator User Access. Customer shall be solely responsible for the acts and omissions of its Administrator Users. Intraway shall not be liable for any loss of data or functionality caused directly or indirectly by the Administrator Users.

5.5 Customer Input. Customer is solely responsible for collecting, inputting and updating all Customer Content stored on the Host, and for ensuring that the Customer Content does not (i) include anything that actually or potentially infringes or misappropriated the copyright, trade secret, trademark or other intellectual property rights of any third party, or (ii) contain anything that is obscene, defamatory, harassing, offensive or malicious. Customer shall: (i) notify Intraway immediately of any unauthorized use of any password or user id or any other known or suspected breach of security, (ii) report to Intraway immediately and use reasonable efforts to stop any unauthorized use of the SaaS Service or any Software that is known or suspected by Customer or any Customer's user, and (iii) not provide false identity information to gain access to or use the SaaS Service.

5.6 License from Customer. Subject to the terms and conditions of this SaaS Agreement, Customer shall grant to Intraway a limited, non-exclusive and non-transferable license to copy, store, configure, perform, display and transmit Customer Content solely as necessary to provide the SaaS Services to Customer.

5.7 Ownership and Restrictions. Customer retains ownership and intellectual property rights in and to its Customer Content. Intraway or its licensors retain all ownership and intellectual property rights to the SaaS Services, Software programs, Other Services (in case applicable) and anything developed and delivered under the SaaS Agreement. Third party technology that may be appropriate or necessary for use with some Symphonica programs is specified in the program Documentation or ordering document as applicable. Customer's right to use such third party technology is governed by the terms of the third party technology license agreement specified by Intraway and not under the SaaS Agreement.

5.8 Suggestions. Intraway shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the SaaS Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Users, relating to the operation of the SaaS Services.



6. ORDERS AND PAYMENT

6.1 Orders. Customer shall order SaaS Services pursuant to a Schedule. All services acquired by Customer shall be governed exclusively by this SaaS Agreement and the applicable Schedule. In the event of a conflict between the terms of a Schedule and this SaaS Agreement, the terms of the Schedule shall take precedence.

6.2 Invoicing and Payment. Unless otherwise provided in the Schedule, Intraway shall invoice the Customer for all fees on the Schedule effective date. Customer shall pay all undisputed invoices within 30 days from the electronic invoice date. All fees are stated in United States Dollars, and must be paid by Customer to Intraway in United States Dollars.

Except as otherwise specified herein or in a Schedule (i) fees are based on SaaS Services subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.

6.3 Expenses. Customer will reimburse Intraway for its reasonable, out-of-pocket travel and related expenses incurred in performing the Other Services. Intraway shall notify Customer prior to incurring any such expense. Intraway shall comply with Customer's travel and expense policy if made available to Intraway prior to the required travel.

6.4 Taxes. Intraway shall bill Customer for applicable taxes as a separate line item on each invoice. SaaS Services prices are net from any applicable taxes. Customer shall be responsible for payment of all sales and use taxes, value added taxes (VAT), or similar charges relating to Customer's purchase and use of the services. Customer shall not be liable for taxes based on Intraway's net income, capital or corporate franchise.

7. TERM AND TERMINATION

7.1 Term of SaaS Agreement. The term of this SaaS Agreement shall begin on the Effective Date and shall continue until the Subscription Term has expired or has been terminated according to 7.2 below. Except as otherwise specified in a Schedule, Subscription Term is mandatory will automatically renew for additional periods equal to the expiring Subscription Term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term.

7.2 Termination. Either party may terminate this SaaS Agreement immediately upon a material breach by the other party that has not been cured within thirty (30) days after receipt of written notice of such breach. In the case of Intraway a material breach shall refer exclusively to a non-compliance of any obligation included in a Scope of Work agreed in this SaaS Agreement or to be entered in the future.



7.3 Suspension for Non-Payment. Intraway reserves the right to suspend delivery of the SaaS Services if Customer fails to timely pay any undisputed amounts due to Intraway under this SaaS Agreement, but only after Intraway notifies Customer of such failure and such failure continues for fifteen (15) days. Suspension of the SaaS Services shall not release Customer of its payment obligations under this SaaS Agreement. Customer agrees that Intraway shall not be liable to Customer or to any third party for any liabilities, claims or expenses arising from or relating to suspension of the SaaS Services resulting from Customer's nonpayment.

7.4 Suspension for Ongoing Harm. Intraway reserves the right to suspend delivery of the SaaS Services if Intraway reasonably concludes that Customer or a Customer user's use of the SaaS Services is causing immediate and ongoing harm to Intraway or others. In the extraordinary case that Intraway must suspend delivery of the SaaS Services, Intraway shall immediately notify Customer of the suspension and the parties shall diligently attempt to resolve the issue. Intraway shall not be liable to Customer or to any third party for any liabilities, claims or expenses arising from or relating to any suspension of the SaaS Services in accordance with this Section 7.4. Nothing in this Section 7.4 will limit Intraway's rights under Section 7.5 below.

7.5 Effect of Termination.

(a) Upon termination of this SaaS Agreement or expiration of the Subscription Term, Intraway shall immediately cease providing the SaaS Services and all usage rights granted under this SaaS Agreement shall terminate.

(b) If Intraway terminates this SaaS Agreement due to a breach by Customer, then Customer shall immediately pay to Intraway all amounts then due under this SaaS Agreement and to become due during the remaining term of this SaaS Agreement, but for such termination. If Customer terminates this SaaS Agreement due to a breach by Intraway, then Intraway shall immediately repay to Customer all pre-paid amounts for any unperformed SaaS Services scheduled to be delivered after the termination date. Any termination, for any reason not attributable to Intraway will not affect nor undermine any payment obligation from Customer for the whole committed Subscription Term

(c) Upon termination of this SaaS Agreement and upon subsequent written request by the disclosing party, the receiving party of tangible Confidential Information shall immediately return such information or destroy such information and provide written certification of such destruction, provided that the receiving party may permit its legal counsel to retain one archival copy of such information in the event of a subsequent dispute between the parties.



8. SERVICE LEVEL AGREEMENT

The Service Level SaaS Agreement (“SLA”) for the SaaS Services is set forth in Exhibit C hereto. The SLA sets forth Customer’s sole remedies for availability or quality of the SaaS Services including any failure to meet any guarantee set forth in the SLA.

9. WARRANTIES

9.1 **Warranty.** Intraway represents and warrants that it will provide the SaaS Services in a professional manner consistent with general industry standards and that the SaaS Services will perform substantially in accordance with the Documentation. For any breach of a warranty, Customer’s exclusive remedy shall be as provided in Section 6, Term and Termination.

9.2 INTRAWAY WARRANTS THAT THE SAAS SERVICES WILL PERFORM IN ALL MATERIAL RESPECTS IN ACCORDANCE WITH THE DOCUMENTATION. INTRAWAY DOES NOT GUARANTEE THAT THE SAAS SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT INTRAWAY WILL CORRECT ALL SAAS SERVICES ERRORS. CUSTOMER ACKNOWLEDGES THAT INTRAWAY DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SAAS SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. THIS SECTION SETS FORTH THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY INTRAWAY (EXPRESS OR IMPLIED) WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. NEITHER INTRAWAY NOR ANY OF ITS LICENSORS OR OTHER SUPPLIERS WARRANT OR GUARANTEE THAT THE OPERATION OF THE SUBSCRIPTION SERVICE WILL BE UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE, NOR SHALL INTRAWAY OR ANY OF ITS SERVICE PROVIDERS BE LIABLE FOR UNAUTHORIZED ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER’S OR ANY USER’S DATA, FILES, OR PROGRAMS.

10. LIMITATIONS OF LIABILITY

NEITHER PARTY (NOR ANY LICENSOR OR OTHER SUPPLIER OF INTRAWAY) SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS, PROFITS, DATA OR USE OF ANY SERVICE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS SAAS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), EVEN IF FORESEEABLE OR THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY’S AGGREGATE LIABILITY FOR DAMAGES UNDER THIS SAAS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), SHALL EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS SAAS AGREEMENT DURING THE 12 MONTHS PRECEDING THE DATE THE CLAIM AROSE. The foregoing limitations



shall not apply to the parties' obligations (or any breach thereof) under Sections entitled "Restriction", "Indemnification", or "Confidentiality".

11. INDEMNIFICATION

11.1 Indemnification by Intraway. If a third party makes a claim against Customer that the SaaS Services infringes any patent, copyright or trademark, or misappropriates any trade secret, or that Intraway's negligence or willful misconduct has caused bodily injury or death, Intraway shall defend Customer and its directors, officers and employees against the claim at Intraway's expense and Intraway shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement signed by Intraway, to the extent arising from the claim. Intraway shall have no liability for any claim based on (a) the Customer Content, (b) modification of the SaaS Services not authorized by Intraway, or (c) use of the SaaS Services other than in accordance with the Documentation and this SaaS Agreement. Intraway may, at its sole option and expense, procure for Customer the right to continue use of the SaaS Services, modify the SaaS Services in a manner that does not materially impair the functionality, or terminate the Subscription Term and repay to Customer any amount paid by Customer with respect to the Subscription Term following the termination date.

11.2 Indemnification by Customer. If a third party makes a claim against Intraway that the Customer Content infringes any patent, copyright or trademark, or misappropriate any trade secret, Customer shall defend Intraway and its directors, officers and employees against the claim at Customer's expense and Customer shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement signed by Customer, to the extent arising from the claim.

11.3 Conditions for Indemnification. A party seeking indemnification under this section shall (a) promptly notify the other party of the claim, (b) give the other party sole control of the defense and settlement of the claim, and (c) provide, at the other party's expense for out-of-pocket expenses, the assistance, information and authority reasonably requested by the other party in the defense and settlement of the claim.

12. CONFIDENTIALITY

12.1 Definition. "Confidential Information" means any information disclosed by a party to the other party, directly or indirectly, which, (a) if in written, graphic, machine-readable or other tangible form, is marked as "confidential" or "proprietary," (b) if disclosed orally or by demonstration, is identified at the time of initial disclosure as confidential and is confirmed in writing to the receiving party to be "confidential" or "proprietary" within 30 days of such disclosure, (c) is specifically deemed to be confidential by the terms of this SaaS Agreement, or



(d) reasonably appears to be confidential or proprietary because of the circumstances of disclosure and the nature of the information itself. Confidential Information will also include information disclosed by third parties to a disclosing party under an obligation of confidentiality. Subject to the display of Customer Content as contemplated by this SaaS Agreement, Customer Content is deemed Confidential Information of Customer. Symphonica software, any Software and Documentation are deemed Confidential Information of Intraway.

12.2 Confidentiality. During the term of this SaaS Agreement and for 5 years thereafter (perpetually in the case of Software), each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except to exercise its rights and perform its obligations under this SaaS Agreement, and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each party shall use at least the same degree of care, but not less than a reasonable degree of care, it uses to prevent the disclosure of its own confidential information to prevent the disclosure of Confidential Information of the other party. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder or elsewhere. Each party may disclose Confidential Information of the other party on a need-to-know basis to its contractors who are subject to confidentiality agreements requiring them to maintain such information in confidence and use it only to facilitate the performance of their services on behalf of the receiving party.

12.3 Exceptions. Confidential Information excludes information that: (a) is known publicly at the time of the disclosure or becomes known publicly after disclosure through no fault of the receiving party, (b) is known to the receiving party, without restriction, at the time of disclosure or becomes known to the receiving party, without restriction, from a source other than the disclosing party not bound by confidentiality obligations to the disclosing party, or (c) is independently developed by the receiving party without use of the Confidential Information as demonstrated by the written records of the receiving party. The receiving party may disclose Confidential Information of the other party to the extent such disclosure is required by law or order of a court or other governmental authority, provided that the receiving party shall use reasonable efforts to promptly notify the other party prior to such disclosure to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. Each party may disclose the existence of this SaaS Agreement and the relationship of the parties, but agrees that the specific terms of this SaaS Agreement will be treated as Confidential Information; provided, however, that each party may disclose the terms of this SaaS Agreement to those with a need to know and under a duty of confidentiality such as accountants, lawyers, bankers and investors.



13. GENERAL PROVISIONS

13.1 Non-Exclusive Service. Customer acknowledges that SaaS Services are provided on a non-exclusive basis. Nothing shall be deemed to prevent or restrict Intraway's ability to provide the SaaS Services or other technology, including any features or functionality first developed for Customer, to other parties.

13.2 Personal Data. Customer hereby acknowledges and agrees that Intraway's performance of this SaaS Agreement may require Intraway to process, transmit and/or store Customer personal data or the personal data of Customer employees and Affiliates. By submitting personal data to Intraway, Customer agrees that Intraway and its Affiliates may process, transmit and/or store personal data only to the extent necessary for, and for the sole purpose of, enabling Intraway to perform its obligations under this SaaS Agreement. In relation to all Personal Data provided by or through Customer to Intraway, Customer will be responsible as sole Data Controller for complying with all applicable data protection or similar laws such as EU Directive 95/46/EC and laws implementing that Directive that regulate the processing of Personal Data and special categories of data as such terms are defined in that Directive. Customer agrees to obtain all necessary consents and make all necessary disclosures before including Personal Data in Customer Content and using the Software and SaaS Services. Customer confirms that Customer is solely responsible for any Personal Data that may be contained in Customer Content, including any information which any Symphonica SaaS User shares with third parties on Customer's behalf. Customer is solely responsible for determining the purposes and means of processing Customer Personal Data by Intraway under this Agreement, including that such processing according to Customer's instructions will not place Intraway in breach of applicable data protection laws. Prior to processing, Customer will inform Intraway about any special categories of data contained within Customer Personal Data and any restrictions or special requirements in the processing of such special categories of data, including any cross border transfer restrictions. Customer is responsible for ensuring that the Symphonica SaaS meets such restrictions or special requirements. Intraway to process any Personal Data that meets the requirements set forth in this Section according to these Terms of Use.

13.3 Intraway Personal Data Obligations. In performing the SaaS Services, Intraway will comply with the *Symphonica Services Privacy Policy*, which is available at <http://www.symphonica.com/privacy-policy> and incorporated herein by reference. The Symphonica Services Privacy Policy is subject to change at Intraway's discretion; however, *Intraway policy* changes will not result in a material reduction in the level of protection provided for Customer data during the period for which fees for the services have been paid. The services policies referenced in this SaaS Agreement specify our respective responsibilities for maintaining the security of Customer data in connection with the SaaS Services. Intraway reserves the right to provide the SaaS Services from Host locations, and/or through use of subcontractors, worldwide. Intraway will only process Customer Personal Data in a manner that



is reasonably necessary to provide SaaS Services and only for that purpose. Intraway will only process Customer Personal Data in delivering Symphonica SaaS. Customer agrees to provide any notices and obtain any consent related to Intraway's use of the data for provisioning the SaaS Services, including those related to the collection, use, processing, transfer and disclosure of personal information. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and retains ownership of all of Customer data.

13.4 Assignment. Neither party may assign this SaaS Agreement or any right under this SaaS Agreement, without the consent of the other party, which consent shall not be unreasonably withheld or delayed; provided however, that either party may assign this SaaS Agreement to an acquirer of all or substantially all of the business of such party to which this SaaS Agreement relates, whether by merger, asset sale or otherwise. This SaaS Agreement shall be binding upon and inure to the benefit of the parties' successors and permitted assigns. Either party may employ subcontractors in performing its duties under this SaaS Agreement, provided, however, that such party shall not be relieved of any obligation under this SaaS Agreement.

13.5 Notices. Except as otherwise permitted in this SaaS Agreement, notices under this SaaS Agreement shall be in writing and shall be deemed to have been given (a) five (5) business days after mailing if sent by registered or certified U.S. mail, (b) when transmitted if sent by facsimile, provided that a copy of the notice is promptly sent by another means specified in this section, or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at the address set forth on the cover page of this SaaS Agreement.

13.6 Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, such party or any subcontractor is prevented from performing any obligation or Service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of terrorism or war, epidemics, communication line failures, and power failures.

13.7 Waiver. No waiver shall be effective unless it is in writing and signed by the waiving party. The waiver by either party of any breach of this SaaS Agreement shall not constitute a waiver of any other or subsequent breach.

13.8 Severability. If any term of this SaaS Agreement is held to be invalid or unenforceable, that term shall be reformed to achieve as nearly as possible the same effect as the original term, and the remainder of this SaaS Agreement shall remain in full force.

13.9 Entire SaaS Agreement. This SaaS Agreement (including all Schedules and exhibits) contains the entire agreement of the parties and supersedes all previous oral and written communications by the parties concerning the subject matter of this SaaS Agreement. This SaaS Agreement may be amended solely in writing signed by both parties. Standard or printed





terms contained in any purchase order or sales confirmation are deemed rejected and shall be void unless specifically accepted in writing by the party against whom their enforcement is sought; mere commencement of work or payment against such forms shall not be deemed acceptance of the terms.

13.10 Survival. Sections 4, 7, and 9 through 13 of this SaaS Agreement shall survive the expiration or termination of this SaaS Agreement for any reason.

13.11 Publicity. Intraway may include Customer's name and logo in its customer lists and on its website. Upon signing, Intraway may issue a high-level press release announcing the relationship and the manner in which Customer will use the Intraway solution. Intraway shall coordinate its efforts with appropriate communications personnel in Customer's organization to secure approval of the press release if necessary.

13.12 Export Regulations. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the SaaS Services. Customer agrees that such export control laws govern its use of the SaaS Services (including technical data) and any services deliverables provided under this Agreement, and Customer agrees to comply with all such export laws and regulations. Customer agree that no data, information, software programs and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws.

13.13 No Third Party Beneficiaries. This SaaS Agreement is an agreement between the parties, and confers no rights upon either party's employees, agents, contractors, partners of customers or upon any other person or entity.

13.14 Independent Contractor. The parties have the status of independent contractors, and nothing in this SaaS Agreement nor the conduct of the parties will be deemed to place the parties in any other relationship. Except as provided in this SaaS Agreement, neither party shall be responsible for the acts or omissions of the other party or the other party's personnel.

13.15 Statistical Information. Intraway may anonymously compile statistical information related to the performance of the Services for purposes of improving the SaaS Service, provided that such information does not identify Customer's data or include Customer's name.

13.16 Governing Law. This SaaS Agreement shall be governed by the laws of the State of Florida, excluding its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.





13.17 **Compliance with Laws.** Intraway shall comply with all applicable local, state, national and foreign laws in connection with its delivery of the SaaS Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data

13.18 **Dispute Resolution.** Customer’s satisfaction is an important objective to Intraway in performing its obligations under this SaaS Agreement. Except with respect to intellectual property rights, if a dispute arises between the parties relating to the interpretation or performance of this SaaS Agreement or the grounds for the termination hereof, the parties agree to hold a meeting within fifteen (15) days of written request by either party, attended by individuals with decision-making authority, regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute prior to pursuing other available remedies. If, within 15 days after such meeting, the parties have not succeeded in resolving the dispute, either party may protect its interests by any lawful means available to it.

13.19 **Signatures.** This SaaS Agreement may be executed in multiple counterparts, each of which when executed will be an original, and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of a signature page of this SaaS Agreement by facsimile or other electronic transmission (including via pdf) will be effective as delivery of a manually executed counterpart.

Intraway	Customer
Signature	Signature
Name	Name
Position	Position
Date	Date



EXHIBIT A

Schedule A-__

Software & Price Schedule

This Schedule No. A-_____ ("Schedule"), effective upon the Agreement Effective Date, documents the SaaS Services (defined below) being purchased by Customer under the terms and conditions of the SaaS Agreement dated _____, 201__, between Intraway R&D S.A. ("Intraway") and _____ ("Customer").

1. SaaS Services:

Intraway's hosted, internet-accessible, orchestration and activation platform with the following:

Service Offering	Quantity
Tenants and Service Units	_____ Tenant for up to _____ Service Units
Quick Launch Packages	_____ Quick Launch Package for _____ _____ Quick Launch Package for _____ _____ Quick Launch Package for _____
Connectors	_____ _____ _____
Non-Standard Workflows	_____ _____ _____
Field Service Tool	For up to _____ Users
Professional Services	_____ Days for _____
Training Session	_____ Training Sessions in _____

2. Subscription Term:

The term begins upon the Schedule Effective Date and ends _____ year thereafter initial ("Subscription Term").

3. Schedule Value: (all fees are in U.S. dollars and exclude applicable taxes)

The total value of this Schedule is \$ _____. This fee includes access and usage of the SaaS Services during the Subscription Term for the defined number of Tenants, Service Units, FST users and the defined list of Workflows and Connectors. Upon execution of this Schedule, Intraway shall issue an invoice in accordance with the SaaS Agreement.





If at any time during the Subscription Term or Renewal Term the Customer exceeds the number of Tenants, Service Units, FST users, Workflows or Connectors, Customer and Intraway agree to execute a follow-on schedule for the purchase of additional services. Additional services will be purchased in blocks and in accordance with the following fee. The fee will be prorated for the remaining Subscription Term or Renewal Term.

SaaS Offering	Quantity	Subscription Fee
Additional Tenant	1 Tenant	\$ ____ per Month
1K Service Unit Package	1000 Service Units	\$ ____ per Month
Field Service Tool (FST)	5 Users	\$ ____ per Month
Non-Standard Workflows	1 Non-Standard Workflow	\$ ____ One-Time + \$ ____ per Month
Non-Standard Connectors	1 Non-Standard Connector	\$ ____ One-Time + \$ ____ per Month
Standard Connector	1 Standard Connector	\$ ____ per Month

4. Customer Billing Information

Billing Information Needed	
Billing Department Name or Individual Contact	
Billing Department Email	
Billing Department Address	

5. Support and Maintenance Services

Standard Support & Maintenance is included in the Subscription Fee.



Intraway	Customer
Signature	Signature
Name	Name
Position	Position
Date	Date

PRODUCT DEFINITIONS

“Symphonica” is the Software provided by Intraway in the SaaS Service. Symphonica is a flexible engine software to implement processes related to Service Activation Orchestration.

“Service Activation Orchestration” refers to a set of processes to manage the following activities:

- Decomposition of the service into service components;
- Allocating the appropriate specific service parameters within each service component;
- Configuring specific services, as appropriate;
- Recovery of specific services;
- Updating of the service state information to reflect that the specified service has been allocated, modified or recovered;
- Assigning and tracking service component provisioning activities;

“Tenant” means a logical isolation unit of the Software. The term is borrowed from software multi tenancy and refers to an architecture where a single instance of the software serves multiple tenants. No tenant can access the instance of another tenant, even though the software might be running on the same Host. The SaaS Service includes one Tenant per Customer. Additional Tenants can be added to Customer’s SaaS Service with specific conditions that shall be included in the Schedule.

“Service Unit” refers to an individual service subscription provided by Customer (in its role of service provider) to an end consumer. High-speed data, voice and video are different examples of services. The Service Unit is a logical representation of a single service subscription that is registered in Symphonica’s inventory as a Customer Facing Service (CFS). Every CFS registered



in Symphonica's inventory will be considered in the number of Service Units in use by Customer, including those that have been deactivated but remain in Symphonica's database.

"Workflow" means a repeatable pattern of activities that take place to complete an automated process running on Symphonica's engine. Symphonica's Workflows follows BPMN 2.0 for graphical diagramming and execution semantics. The process of "Activate an HSD Service" or "Reset Customer Device" are examples of Workflows.

"Connector" means a logical link between a Workflow and a network element or external system. A Connector is a collection of orders to execute operations in the external network element or system using the external system's defined interface or API via a supported protocol, such as HTTP, CLI, SQL and SNMP, among others.

"Quick Launch Package" means a pre-built set of Workflows included in the SaaS Service as a standard configuration package to provision and manage a specific service, technology or use case. Every Workflow not included in the Quick Launch Package, or included but changed from its original version, is considered as a Non-Standard Workflow.

"Non-Standard Workflow" means a Workflow that is not included in any of the standard Quick Launch Packages available in the SaaS Service. Non-Standard Workflows require specific professional services for its design and configuration and a specific computing instance to run. Non-Standard Workflows can be added to Customer's SaaS Service with a specific scope that shall be described in a scope of work document (SOW) that shall be referenced in the Schedule.

"Field Service Tool (FST)" is an optional module that can be included as part of the SaaS Service that provides a mobile application to execute manual tasks as a part of an automated Workflow. A typical use case of FST is to provide the field workforce with an application to complete the service installation onsite. FST application is homologated to run in a specific list of mobile devices.

"Customer Facing Service (CFS)" means a particular service that represents a realization of a product within a service provider offering. This is in direct contrast to a resource-facing-service (RFS) that defines the technical attributes needed to provision and/or manage the service.



EXHIBIT B

Support and Maintenance Services

1. Support and Maintenance Services

Support and Maintenance Services are included in the SaaS Service subscription in Exhibit A and entitles Customer to the following:

- (a) Web-based system in order to help Customer locate and correct problems with the Software.
- (b) Bug fixes and code corrections to correct Software malfunctions in order to bring such Software into substantial conformity with the operating specifications.
- (c) All extensions, enhancements and other changes that Intraway, at its sole discretion, makes or adds to the Software and which Intraway furnishes, without charge, to all other Subscribers of the SaaS Service.
- (d) Up to three (3) dedicated contacts designated by Customer in writing that will have access to support services.

2. Response and Resolution Goals

- "Business hours" 8am-5pm GMT -5, Monday thru Friday, except holidays.
- "Fix" means the repair or replacement of a Software component to remedy Problem.
- "Problem" means a defect in Software that interrupts its functions or significantly degrades its performance.
- "Respond" means acknowledgement of Problem received containing assigned support engineer name, date and time assigned, and severity assignment.
- "Workaround" is a temporary solution that could imply a change in the procedures followed by Customer to avoid a Problem without substantially impairing Customer's use of the Software.



Problem Severity	Response Goals	Resolution Goals
1. The production system is creating a significant impact to the Customer's business function preventing that function from being executed.	Intraway will Respond within 2 business hours.	Upon confirmation of receipt, an Intraway support personnel begins continuous work on the Problem, and a Customer resource must be available at any time to assist with problem determination. Customer Support will provide reasonable effort for Workaround or Fix within 24 hours, once the Problem is reproducible or once we have identified the Software defect. Intraway may incorporate Fix in a future release of software.
2. The production system or application is moderately affected. There is no workaround currently available or the workaround is cumbersome to use.	Intraway will Respond within 4 business hours.	Customer Support will provide reasonable effort for Workaround or Fix within 7 business days, once the Problem is reproducible. Intraway may incorporate Fix in a future release of software.
3. The production system or application issue is not critical: no data has been lost, and the system has not failed. The issue has been identified and does not hinder normal operation, or the situation may be temporarily circumvented using an available workaround.	Intraway will Respond within 8 business hours.	Customer Support will provide reasonable effort for Workaround or Fix within 10 business days, once the Problem is reproducible. Intraway may incorporate Fix in a future release of software.
4. Non-critical issues, general questions, enhancement requests, or the functionality does not match documented specifications.	Intraway will Respond within 24 business hours	Resolution of Problem may appear in a future release of software.

3. Accessing Support

The online support center (<http://servicedesk.intraway.com>) is available 24x7 for self-service technical assistance including:

- Logging tickets and viewing status of previously submitted tickets
- Accessing product documentation, technical articles, and FAQs



EXHIBIT C

Service Level Agreement

The Symphonica's SaaS Services will achieve System Availability (as defined below) of at least 99% during each calendar year of the Subscription Term. "**System Availability**" means the number of minutes in a year that the key components of the SaaS Services are operational as a percentage of the total number of minutes in such year, excluding downtime resulting from (a) scheduled maintenance, (b) events of Force Majeure in the SaaS Agreement, (c) malicious attacks on the system, (d) issues associated with the Customer's computing devices, local area networks or internet service provider connections, (e) inability to deliver services because of acts or omissions of Customer or any Customer's user, or (f) issues associated with third-party service providers or software vendors that are part of Symphonica's SaaS architecture. Intraway reserves the right to take the Service offline for scheduled maintenance for which Customer has been provided reasonable notice and Intraway reserves the right to change its maintenance window upon prior notice to Customer.

If Intraway fails to meet the committed System Availability in the year, upon written request by Customer within 30 days after the end of the year, Intraway will issue a credit in Customer's next invoice in an amount equal to 1% of the yearly fee for the affected SaaS Services for each 1% loss of System Availability below the percentage committed above per SaaS Service, up to a maximum of the Customer's fee for the affected SaaS Services. If the yearly fee has been paid in advance, then at the Customer's election Intraway shall provide a credit to Customer to be used for additional Customer Service Units Subscriptions or term extension. The remedy stated in this paragraph is Customer's sole and exclusive remedy for interruption of SaaS Services and Intraway's failure to meet System Availability.

