

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

U.S. TELEPACIFIC CORP., *et al.*,¹

Debtors.

Chapter 11

Case No. 26-90625 (ARP)

(Jointly Administered)

Related Docket Nos. 111, 133

**ARISTA NETWORKS, INC.’S OBJECTION TO DEBTORS’ NOTICES OF (A)
POTENTIAL EXECUTORY CONTRACTS AND UNEXPIRED LEASES TO BE
POTENTIALLY ASSUMED, (B) CURE AMOUNTS, IF ANY, AND (C) RELATED
PROCEDURES IN CONNECTION THEREWITH**

Arista Networks, Inc. (“Arista”), successor-in-interest to the Predecessor Entities with respect to the Arista Agreements (as those terms are defined below), and a creditor and contract counter-party in the above-captioned Chapter 11 cases, submits the following objection (the “Objection”) to (i) the *Notice of (A) Potential Executory Contracts and Unexpired Leases to Be Potentially Assumed by the Successful Bidder Pursuant to a Sale Transaction, (B) Cure Amounts, if Any, and (C) Related Procedures in Connection Therewith* [Docket No. 111] (the “Sale Assumption Notice”) and (ii) the *Notice of (A) Potential Executory Contracts and Unexpired Leases to Be Assumed by the Debtors Pursuant to the Plan, (B) Cure Amounts, if Any, and (C) Related Procedures in Connection Therewith* [Docket No. 133] (the “Plan Assumption Notice,”

¹ The Debtors in these chapter 11 cases, together with the last four digits of the Debtors’ federal tax identification numbers, are: U.S. TelePacific Holdings Corp. (0151); Mpower Holding Corporation (N/A); Mpower Communications Corp. (0042); TPx International Holdings Corp. (N/A); U.S. TelePacific Corp. (3876); NextWeb, Inc. (7530); DSCI, LLC (1304); OCiX, Inc. (2715); Arrival Communications, Inc. (2990); TPx Communications Co. (8824); Big City Networks, Inc. (N/A); and ICG ChoiceCom L.P. (N/A). The Debtors’ service address is Plaza 7000 North Mopac Expressway, Suite 2080, Austin, TX 78731.

and together with the Sale Assumption Notice, the “Notices”) filed by the debtors and debtors-in-possession (the “Debtors”) in the above-captioned proceedings, and states as follows:

INTRODUCTION AND BACKGROUND

1. Prior to the June 28, 2026 petition date in the above-captioned Chapter 11 cases (the “Petition Date”), VeloCloud Networks, Inc.; VeloCloud Networks, LLC; and CA Inc., a Broadcom Inc. Company (together with their relevant affiliates, the “Predecessor Entities”) entered into certain agreements with Debtor U.S. TelePacific Corp., including a September 2016 Service Provider Agreement (the “SPA”), certain amendments to the SPA, a Conversion of 2021 Term License to Perpetual Licenses Term Sheet dated October 26, 2021, and a Regional Partner Agreement dated May 6, 2025. Arista is the Predecessor Entities’ successor-in-interest under those agreements (the “Arista Agreements”).

2. Under the Arista Agreements, Arista (and before it, the Predecessor Entities) provides the Debtors with hardware components of computer and information systems, such as SD-WAN edge appliances, as well as related software licenses and services. *See* Declaration of Sean Christofferson, filed herewith (“Christofferson Dec.”), ¶ 3.

3. In the Notices, the Debtors state in substance that they may intend to assume the Arista Agreements, which the Notices identify as follows:

	Counterparty	Debtor	Contract
1.	VeloCloud / VMWare / Broadcom	U.S. TelePacific Corp.	Service Provider Agreement
2.	VeloCloud / VMWare / Broadcom	U.S. TelePacific Corp.	Amendment No 1 to Service Provider Agreement
3.	VeloCloud / VMWare / Broadcom	U.S. TelePacific Corp.	Amendment No 1 to Service Provider Agreement
4.	VeloCloud / VMWare / Broadcom	U.S. TelePacific Corp.	Amendment No 2 to Service Provider Agreement

	Counterparty	Debtor	Contract
5.	VeloCloud / VMWare / Broadcom	U.S. TelePacific Corp.	Services Subcontract Agreement
6.	VeloCloud / VMWare / Broadcom	U.S. TelePacific Corp.	Sales Order
7.	VeloCloud / VMWare / Broadcom	U.S. TelePacific Corp.	Amendment No 4 to Service Provider Agreement with Sales Order
8.	VeloCloud / VMWare / Broadcom	U.S. TelePacific Corp.	Amendment No 3 to Service Provider Agreement
9.	VeloCloud / VMWare / Broadcom	U.S. TelePacific Corp.	Services of Statement for Appointment of Rights
10.	VeloCloud / VMWare / Broadcom	U.S. TelePacific Corp.	Term Sheet for Purchase of Edges
11.	VeloCloud / VMWare / Broadcom	U.S. TelePacific Corp.	Term Sheet for Purchase of Subscription Licenses and Conversion to Perpetual Licenses
12.	VeloCloud / VMWare / Broadcom	U.S. TelePacific Corp.	Settlement Agreement and Release
13.	VeloCloud / VMWare / Broadcom	U.S. TelePacific Corp.	Regional Partner Agreement
14.	VeloCloud / VMWare / Broadcom	U.S. TelePacific Corp.	Regional Partner Agreement

Sale Assumption Notice, Ex. A (DN 111-1) at p. 293 of 311; Plan Assumption Notice, Ex. A (DN 133-1) at p. 293 of 311.²

4. The Notices purport to require Arista to assert any objection to assumption, assignment, and/or the cure amount stated in the Notices on or before July 21, 2026—only fifteen days after the Sale Assumption Notice was filed, and a mere eight days after the Plan Assumption Notice was filed. *See* Notices (DN 111 & 133).

² To be clear, Arista has reproduced the Counterparty, Debtor, and Contract fields exactly as they appear in the Notices.

5. Arista is working diligently under the purported July 21, 2026 deadline unilaterally imposed by the Debtors to review its records, locate copies of each of the foregoing agreements (several of which were entered into by the Predecessor Entities), and evaluate the Notices in light of the actual contracts and Arista's records. Christofferson Dec. ¶ 6. As of the date hereof, however, Arista has only been able to locate copies of certain of the Arista Agreements. *Id.* ¶¶ 4-7. Further, although the Debtors provided Arista with copies of certain of the Arista Agreements prior to the Petition Date (*id.* ¶ 7 & Ex. A), the Debtors did not provide Arista with copies of all of the Arista Agreements as identified in the Notices. *Id.* ¶ 4.

6. In any event, because each of the Arista Agreements known to Arista contemplates Arista's provision of software and software licenses to the Debtors (*id.* ¶ 7; *see also generally id.* Exs. A-B), each of the Arista Agreements is, or pertains to, a non-exclusive intellectual property license that is not assignable absent Arista's consent.

7. Whether the Debtors can provide adequate assurance of future performance, moreover, remains entirely unclear. With respect to the Sale Assumption Notice, the Debtors have disclosed essentially no information about any potential purchaser; indeed, it is unclear whether any potential purchaser(s) actually exist(s). With respect to the Plan Assumption Notice, and among other relevant information deficits, the Disclosure Statement currently on file omits any financial projections and instead indicates those will be filed with the Debtors' Plan Supplement, which the Debtors apparently do not intend to file until August 17, 2026—nearly a month after the Debtor-imposed deadline to object to the Notices. *See* Disclosure Statement (DN 106) at 15 ("The Financial Projections ... will be filed in the Plan Supplement."), 35 (setting forth Plan Supplement filing deadline). The Disclosure Statement, moreover, leaves unclear whether the Debtors intend that any assumed Arista Agreements will vest in the Reorganized Debtors post-emergence, be sold

(to a presently-unidentified and perhaps hypothetical purchaser) in connection with Plan sale transactions, or some combination thereof. *See, e.g., id.* at 47-48 (describing “Restructuring Transactions”).

8. Arista accordingly files this Objection to protect its rights under the Arista Agreements and applicable law, and to note that it does *not* consent to the assumption-and-assignment of the Arista Agreements.

ARGUMENT

A. The Debtors May Not Assume and Assign Any Arista Agreement Without Arista’s Consent Because The Arista Agreements Are or Pertain to One or More Non-Exclusive Intellectual Property Licenses.

9. Under Section 365(c) of the Bankruptcy Code, the Debtors may not assume an executory contract regardless of whether the contract “prohibits or restricts assignment of rights or delegation of duties” where

(A) applicable law excuses a party, other than the debtor, to such contract or lease from accepting performance from or rendering performance to an entity other than the debtor or the debtor in possession, whether or not such contract or lease prohibits or restricts assignment of rights or delegation of duties; and

(B) such party does not consent to such assumption or assignment[.]

11 U.S.C. § 365(c)(1).

10. Under applicable law, non-exclusive patent, copyright, and trademark licenses are not assignable absent the licensor’s consent. *See, e.g., In re Catapult Entertainment, Inc.*, 165 F.3d 747 (9th Cir. 1999) (holding that non-exclusive patent licenses are personal to the licensee and non-assignable under Bankruptcy Code § 365(c)(1)); *In re Sunterra Corp.*, 361 F.3d 257, 271 (4th Cir. 2004) (holding that 11 U.S.C. § 365(c)(1) barred debtor from assuming software license where contract counterparty did not consent to the assumption); *In re Trump Entm’t Resorts, Inc.*, 526

B.R. 116, 126 (Bankr. D. Del. 2015) (“Non-exclusive patent and copyright licenses create only personal and not property rights in the licensed intellectual property and so are not assignable.”); *In re Rupari Holding Corp.*, 573 B.R. 111, 119 (Bankr. D. Del. 2017) (holding debtor could not assign a trademark license without the non-debtor licensor’s consent).

11. The Arista Agreements are or pertain to non-exclusive licenses of software that is subject to copyright and/or patent protection. Christofferson Dec., ¶ 3. The Arista Agreements also are or pertain to trademark licenses, including in connection with hardware and software provided pursuant to those agreements. *Id.* Accordingly, the Debtors may not assume and assign any of the Arista Agreements without Arista’s consent. Arista does not consent to any assumption and assignment of the Arista Agreements, or any of them, or any other agreement between Arista and the Debtors, at this time.

B. The Debtors Have Not Provided Adequate Assurance of Future Performance With Respect to the Arista Agreements.

12. Under the Bankruptcy Code, the Debtors may not assume any defaulted executory contract unless, as relevant here, they “provide[] adequate assurance of future performance under such contract” 11 U.S.C. § 365(b)(1)(C).

13. The Debtors, however, have provided essentially no adequate assurance information. Instead, it is entirely unclear whether any potential purchasers with whom the Debtors might consummate a sale, whether as part of the Plan or a separate sale transaction, even exist. Further, the Disclosure Statement does not include any financial projections or other information that could even arguably provide adequate assurance of future performance in the event the Debtors seek to assume the Arista Agreements and vest them in the Reorganized Debtors (*see* Disclosure Statement (DN 106) at 15), and the Debtors have not otherwise provided any such information. Accordingly, if any defaults exist at the time the Debtors seek to assume the Arista

Agreements, the Debtors will be unable to effectively assume them unless and until they provide appropriate adequate assurance information, which should include information regarding the performing party's financial condition and creditworthiness, confirmation that such party is not a competitor of Arista, and confirmation that the ultimate assignee will execute appropriate documentation and agreements.

RESERVATION OF RIGHTS

14. The Debtors served on Arista's counsel a separate notice that is styled identically to the Plan Assumption Notice and lists the above-identified Arista Agreements as contracts the Debtors may potentially seek to assume and assign, but that is dated as of July 9, 2026 (the "July 9th Notice"). The July 9th Notice lacks an ECF ribbon stamp and does not appear to have been filed on the docket in these Chapter 11 cases. Further, as of the date hereof, the Debtors have not actually served the as-filed Plan Assumption Notice on Arista.

15. Arista objects to any attempt by the Debtors to limit or impair its rights based on notices that the Debtors have not filed and served in these cases, including the July 9th Notice, and reserves its right to respond and object to any such notice to the extent the Debtors seek to rely on it. Further, Arista emphasizes that its objection as stated herein is asserted with respect to any and all attempts by the Debtors to assign the Arista Agreements, or any other agreements between Arista (including its predecessors-in-interest) and the Debtors, regardless of whether such attempts are reflected in the Notices, the July 9th Notice, or any other document.

16. As stated above, although Arista has worked diligently to locate copies of each of the Arista Agreements identified in the Notices, it has not yet located or obtained a copy of each. Thus, although Arista currently understands that no prepetition cure amounts are outstanding, review of Arista Agreements that are not presently available for Arista and its counsel's review

may reveal that prepetition cure amounts do, in fact, exist. Accordingly, Arista expressly reserves the right to amend or modify this Objection should further investigation reveal the existence of a prepetition cure amount that is due and owing.

17. Also as stated above, the Debtors have provided virtually no adequate assurance information relating to the party that will purportedly perform under the Arista Agreements post-assumption, and based on the Chapter 11 case timeline reflected in the Notices, such information appears unlikely to become available until weeks after the purported July 21, 2026 deadline to file this Objection at the absolute earliest. Accordingly, Arista expressly reserves the right to amend or modify this Objection should any doubt arise as to whether any relevant party can comply with section 365(b)(1) of the Bankruptcy Code.

18. Arista can provide only the information presently available to it regarding the Arista Agreements. Accordingly, Arista expressly reserves the right to supplement, amend, modify, or withdraw this Objection pending further investigation.

19. There is no basis to impose on Arista the equivalent of a claims or administrative claims bar date in connection with the matters contemplated by the Notices, and the Court has not set any claims or administrative claims bar date. Accordingly, nothing set forth herein shall constitute a waiver, discharge, or disallowance of any rights, claims, causes of action, and/or defenses that Arista may assert with respect to any claims, including administrative claims, in the instant cases.

CONCLUSION

WHEREFORE, Arista objects to the assumption and assignment of the Arista Agreements, as well as any other agreements between Arista (including its predecessors-in-interest) and the Debtors, as set forth in the Notices or otherwise and reserves all rights as set forth herein.

Dated: July 21, 2026

SHARTSIS FRIESE LLP

/s/ Ivo Keller

Ivo Keller (CA Bar #245909) (Admitted *Pro Hac Vice*)

Kajsa M. Minor (CA Bar #251222) (*Pro Hac Vice* Forthcoming)

Diego B. Flores (CA Bar #324603) (*Pro Hac Vice* Forthcoming)

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Counsel to Arista Networks, Inc.

CERTIFICATE OF SERVICE

I, Ivo Keller, hereby certify that, on July 21, 2026, I caused a true and correct copy of the foregoing **ARISTA NETWORKS, INC.'S OBJECTION TO DEBTORS' NOTICES OF (A) POTENTIAL EXECUTORY CONTRACTS AND UNEXPIRED LEASES TO BE POTENTIALLY ASSUMED, (B) CURE AMOUNTS, IF ANY, AND (C) RELATED PROCEDURES IN CONNECTION THEREWITH** to be served via CM/ECF on all parties who have registered for electronic service in these cases.

Dated: July 21, 2026

SHARTSIS FRIESE LLP

/s/ Ivo Keller

Ivo Keller (CA Bar #245909) (Admitted *Pro Hac Vice*)

Kajsa M. Minor (CA Bar #251222) (*Pro Hac Vice* Forthcoming)

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Counsel to Arista Networks, Inc.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

U.S. TELEPACIFIC CORP., *et al.*,¹

Debtors.

Chapter 11

Case No. 26-90625 (ARP)

(Jointly Administered)

Related Docket Nos. 111, 133

**DECLARATION OF SEAN CHRISTOFFERSON IN SUPPORT OF ARISTA
NETWORKS, INC.’S OBJECTION TO DEBTORS’ NOTICES OF (A) POTENTIAL
EXECUTORY CONTRACTS AND UNEXPIRED LEASES TO BE POTENTIALLY
ASSUMED, (B) CURE AMOUNTS, IF ANY, AND (C) RELATED PROCEDURES IN
CONNECTION THEREWITH**

I, Sean Christofferson, hereby declare as follows:

1. I am employed by Arista Networks, Inc. (“Arista”) as its General Counsel. In this role, I am familiar with the agreements pursuant to which Arista provides products and services to Debtor U.S. TelePacific Corp. I am over 18 and have personal knowledge of the facts stated herein. If called upon to testify, I could and would competently testify under oath.

2. Arista is the successor-in-interest to certain agreements with Debtor U.S. TelePacific Corp., including a September 2016 Service Provider Agreement (the “SPA”), certain amendments to the SPA, a Conversion of 2021 Term License to Perpetual Licenses Term Sheet dated October 26, 2021, and a Regional Partner Agreement dated May 6, 2025 (the “Arista Agreements”).

¹ The Debtors in these chapter 11 cases, together with the last four digits of the Debtors’ federal tax identification numbers, are: U.S. TelePacific Holdings Corp. (0151); Mpower Holding Corporation (N/A); Mpower Communications Corp. (0042); TPx International Holdings Corp. (N/A); U.S. TelePacific Corp. (3876); NextWeb, Inc. (7530); DSCI, LLC (1304); OCIX, Inc. (2715); Arrival Communications, Inc. (2990); TPx Communications Co. (8824); Big City Networks, Inc. (N/A); and ICG ChoiceCom L.P. (N/A). The Debtors’ service address is Plaza 7000 North Mopac Expressway, Suite 2080, Austin, TX 78731.

3. Pursuant to the Arista Agreements, Arista provides the Debtors with hardware components of computer and information systems, such as SD-WAN edge appliances, as well as related non-exclusive software licenses and services that is subject to copyright and/or patent protection. The Arista Agreements also pertain to trademark licenses, including in connection with hardware and software provided pursuant to those agreements.

4. On or about August 27, 2025, counsel for Debtor U.S. TelePacific Corp., Inc., transmitted to me a letter that attached some, but not all, of the Arista Agreements that are referenced in the Debtor's notices of potential assumption in the above captioned cases, filed at Docket Nos. 111 and 133. A true and correct copy of that letter, together with the attached Arista Agreements, is attached hereto as **Exhibit A**.

5. After receiving the foregoing August 27, 2025 letter, Arista undertook to search for additional Arista Agreements and located an additional agreement, a true and correct copy of which is attached hereto as **Exhibit B**.

6. Arista is working diligently to review its records, locate copies of each of the foregoing agreements, and evaluate the Notices in light of the actual contracts and Arista's records.

7. As of the date hereof, however, Arista has only been able to locate copies of certain of the Arista Agreements. Further, although the Debtors provided Arista with copies of certain of the Arista Agreements prior to the Petition Date the Debtors did not provide Arista with copies of all of the Arista Agreements as identified in the Notices.

I declare under penalty of perjury under federal law and the laws of the State of California that the foregoing is true and correct. Executed this 21st day of July, 2026, at Laguna Niguel, California.

Signed by:

Sean Christofferson

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SEAN CHRISTOFFERSON

CERTIFICATE OF SERVICE

I hereby certify that on July 21, 2026, a true and correct copy of the foregoing was caused to be served via the Court's CM/ECF system on all parties authorized to receive e-notice in this case and upon the parties listed below via electronic mail.

/s/ Ivo Keller
Ivo Keller

EXHIBIT A

GLYNN, FINLEY, MORTL, HANLON & FRIEDENBERG, LLP

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August 27, 2025

TPx/Arista

VIA EMAIL AND FEDEX

Sean Obe Christofferson, Esq.
Arista Networks, Inc.
5453 Great America Parkway
Santa Clara, CA 95054-3645
Email: schristofferson@arista.com

Dear. Mr. Christofferson:

This firm represents U.S. TelePacific Corp. DBA TPx Communications (“TPx”).

TPx and VeloCloud Networks, Inc. (“VeloCloud”) are parties to a September 2016 Service Provider Agreement, as subsequently amended (the “Agreement”). We understand that Arista Networks, Inc. (“Arista”) has recently acquired VeloCloud or is otherwise the successor to VeloCloud’s interest in the Agreement. A copy of the Agreement (including certain amendments) is attached for your convenience.

Pursuant to the Agreement, TPx purchased various licenses from VeloCloud. Those licenses were for a defined term and subject to TPx’s right to convert them to perpetual licenses at the end of the term for a specified fee. Through various communications in 2024, Arista’s predecessor Broadcom Inc. (“Broadcom”) took the position that Broadcom would cease to honor the perpetual licenses TPx had already purchased and would also refuse to recognize further conversions from term to perpetual licenses, despite TPx’s clear contractual right to make, and considerable payment for, such conversions. Accordingly, on September 25, 2024, TPx provided notice of anticipatory breach to Broadcom, which subsequently withdrew its position and confirmed it would continue to perform pursuant to the Agreement via letter dated October 21, 2024. (That correspondence is also attached.)

For a time after October 2024, Broadcom continued to perform under the Agreement. More recently, however, Broadcom communicated to TPx that conversion of its perpetual licenses was a pre-requisite to participating in the Titan Partner Program

Sean Obe Christofferson, Esq.
Arista Networks, Inc.
August 27, 2025
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(“Titan Program”) and that Broadcom would not offer sales of its equipment until TPx completed its enrollment into the Titan Program. This constituted another clear breach of the Agreement.

TPx was hopeful that Arista would cure these breaches, but Patrick Cowan of Arista has recently indicated (via his email dated August 25, 2025) that Arista intends to continue them. Accordingly, if Arista does not expressly and unequivocally retract its repudiation of the Agreement and confirm that it will continue to honor and support all perpetual licenses TPx has acquired, TPx may be forced to 1) initiate arbitration proceedings pursuant to paragraph 13.3 of the Agreement and 2) convert its remaining term licenses to perpetual licenses and waive the annual support requirement pursuant to paragraph 12.4 of the Agreement. We hope this will not be necessary, but we do expect prompt and adequate assurance from Arista no later than September 3, 2025.

I look forward to hearing from you.

Very truly yours,


Adam Friedenber

Enclosures

VeloCloud, Inc.

SERVICE PROVIDER AGREEMENT

This Service Provider Agreement ("**Agreement**"), made by and between VeloCloud Networks, Inc., a Delaware corporation ("**VeloCloud**") and U.S. TelePacific Corp. DBA TelePacific Communications, a California corporation and its affiliates ("**Service Provider**") is entered into as of the Effective Date set forth at the end of this Agreement. This Agreement includes the exhibits attached hereto, as listed below, and any documents incorporated by reference herein.

- Exhibit A:** Territory, Discounts, Marketing and Training
- Exhibit B:** Support Responsibilities; Service Level Agreement; Equipment Warranty
- Exhibit C:** Price List
- Exhibit D:** TelePacific Terms and Conditions

1. DEFINITIONS

1.1 Description of Basic VeloCloud Service (for reference purposes). VeloCloud offers its customers a software-defined cloud networking service (the "**VeloCloud Service**") utilizing (1) a network of gateways running VeloCloud's proprietary gateway software and controller software ("**VC Gateways and Controllers**") deployed at network and cloud data centers, (2) VeloCloud or Service Provider's edge devices ("**Edges**") installed at customer branch, HQ and/or datacenter locations, and (3) a proprietary network-connected orchestrator (the "**Orchestrator**") for centralized configuration, monitoring, and provisioning of virtual services, and orchestration of the data flow through the cloud network.

1.2 Description of VSP Cloud Network. The "**VSP Cloud Network**" means a version of the VeloCloud Service wherein the gateways and controllers are provisioned by the Service Provider rather than by VeloCloud ("**VSP Gateways and Controllers**"), and that is capable of transport of End User data from and to Edges, as controlled by the Orchestrator, with either VeloCloud or Service Provider's Edges device and the Orchestrator. The Orchestrator may be provided as a service by VeloCloud, or Service Provider may purchase a license for the Orchestrator, Edges, Gateways and Controller software and operate the Orchestrator on its own server. The VeloCloud Service, when offered by Service Provider on the VSP Cloud Network, is hereafter referred to as the "**VSP Service**".

1.3 Certain Definitions.

"**End User**" means an entity or person that purchases the VSP Service from Service Provider for its own internal use in the Territory, and not for further resale or distribution to third parties.

"**Equipment**" means the Edges and any other VeloCloud hardware products or appliances provided by VeloCloud or Service Provider hereunder.

"**Licensed Software**" means the software embedded in or, installed by Service Provider on the Edges, the VeloCloud Gateway and Controller software to be run on the VSP Gateways and Controllers, and the software for the Orchestrator if Service Provider will operate the Orchestrator on its own server.

"**Orchestrator Service**" means an instance of the Orchestrator operated by VeloCloud for Service Provider, if the Orchestrator is provided as a service hereunder.

"**Products**" means the Equipment, the Licensed Software, and the Orchestrator Service (if applicable).

"**Supplemental Services**" means Professional Services and Support, where:

"**Professional Services**" means installation, configuration, system management, technical consultation, and other professional services furnished by VeloCloud to Service Provider hereunder.

"**Support**" means maintenance and technical support for the Products.

"**Territory**" means the specific geographic area in which the Service Provider is authorized to sell the VSP Service as set forth on Exhibit A hereto.

"**VSP**" means VeloCloud Service Provider

As used herein, "**purchase**", "**sale**", "**sell**" or "**sold**" means (a) with respect to Equipment, any sale, lease, rental or other transfer of such Equipment; (b) with respect to any software, the granting of a limited license to

use the software; and (c) with respect to the VSP Service or Orchestrator Service, the provision of a right to access and use such service as permitted by this Agreement for a defined subscription period.

2. ESTABLISHMENT OF SERVICE PROVIDER CLOUD NETWORK

2.1 Provisioning of VSP Cloud Network. Service Provider shall, within the Territory, provision and maintain a VSP Cloud Network by installing its own gateways and controllers, or running the VC Gateway and Controller Software at top tier network and cloud data centers or within Service Providers own network, as long as the network is maintained and operated at substantially similar service levels as other top tier networks and cloud data centers. Prior to any initial installations Service Provider and VeloCloud shall mutually agree that Service Providers own network and data centers are top tier networks as necessary and appropriate for providing the VSP Service. Service Provider is solely responsible for all costs of operating the service in the Territory, including costs associated with hosting and operating the VSP Gateways and Controllers and use of the Orchestrator. After the VSP Cloud Network has been established and before Service Provider offers the VSP Service, VeloCloud will perform a review of the VSP Cloud Network to determine whether the VSP Cloud Network is suitable and adequate for the VSP Service. Service Provider will make such improvements and/or remediation as recommended by VeloCloud.

2.2 Orchestrator Service. If Service Provider purchases the Orchestrator Service, VeloCloud will establish and maintain an instance of the Orchestrator to be provided as a service for use by Service Provider in offering and operating the VSP Service.

3. APPOINTMENT

3.1 Appointment. Subject to the terms and conditions of this Agreement, Service Provider is authorized to market, promote, offer for sale and sell the VSP Service on the VSP Cloud Network to End Users in the Territory. Service Provider may appoint sales agents and authorize resellers to sell the VSP Service on behalf of Service Provider, but shall not sell, market, promote or offer the VSP Service to other service providers or OEMs, or for other secondary distribution. Resale and distribution of the VSP Service outside of the authorized Territory is prohibited without the express written consent of VeloCloud. VeloCloud expressly reserves the right to market and provide the VeloCloud Service and other services in the Territory itself or through other service providers, resellers, distributors, licensees or agents. Service Provider shall have no other rights with respect to the Products, the VeloCloud Service or relationship with VeloCloud except as specifically set forth in this Agreement.

3.2 Qualifications. Service Provider represents that it has the general technical skills, knowledge and qualified personnel and sales organization to provision, market, sell and support the VSP Service, and can perform its duties hereunder. Service Provider agrees to provide and maintain appropriate sales and support capabilities for the VSP Service in the Territory and to perform hereunder in a professional and workmanlike manner. VeloCloud will provide Service Provider with specific sales and technical training as specified in Exhibit A hereto.

3.3 Restricted Sales. Service Provider may not sell the VSP Service to any company whose primary operations are in the software defined wide area network sector. If Service Provider sells the VSP Service to the Federal Government Service Provider it will be responsible for compliance with U.S. Federal rules and regulations, including without limitation the Federal Acquisition Regulations, relating to the sale of goods and services to US Federal governmental entities

4. SERVICE PROVIDER OBLIGATIONS

4.1 Marketing Efforts. Service Provider agrees to use commercially reasonable efforts to endorse, market, promote and sell the VSP Service to potential End Users for use in the Territory. Service Provider shall be solely responsible for all of its costs and expenses related to its advertising, marketing, promotion, and selling of the VSP Service. Service Provider shall display, demonstrate and represent the VSP Service fairly and shall make no representations concerning VeloCloud or the VSP Service which are false, misleading or inconsistent with those representations set forth in any promotional materials, literature and manuals published and supplied by VeloCloud to Service Provider. Service Provider shall not use, and at VeloCloud's request shall withdraw and retract, any of Service Provider's promotion or advertising materials regarding or relating to the VSP Service that violate the terms of this Agreement or reflect negatively on VeloCloud.

4.2 Publicity. If requested by VeloCloud as to any particular End User, Service Provider will use commercially reasonable efforts to attempt to obtain End User's agreement to a press release mutually acceptable to VeloCloud and Service Provider announcing End User as a user of the VSP Service. In no case shall VeloCloud contact Service Provider's End Users (except in connection with technical support requests), or cause the publication of any press release or other announcement with respect to this Agreement without the express written consent of Service Provider.

4.3 Support/Service Level Agreement. Service Provider will provide support to End Users in connection with the installation of Edges, access to and use of the Orchestrator, and other matters as necessary for the End User to begin use of the VSP Service. Service Provider will provide ongoing support to End Users, and VeloCloud will provide ongoing support to Service Provider pursuant to the service level terms, each as set forth in Exhibit B hereto.

4.4 End User Agreement. Service Provider will be responsible for use of the VSP Service by its End Users (or, as applicable, requiring its Service Provider-authorized resellers to do so) for their use of the VSP Service. Any distribution of the VSP Service to an End User shall be subject to the terms of TelePacific Acceptable Use Policies ("TelePacific AUP") and the TelePacific Telecommunications Account Agreement Terms and Conditions ("TelePacific Terms and Conditions") as attached to this Agreement as Exhibit D. Service Provider will incorporate the TelePacific Terms and Conditions and TelePacific AUP in its sales documents with its End Users (or, as applicable, requiring its Service Provider-authorized resellers to do so). Service Provider shall contractually require that End Users abide by the terms thereof and agrees to enforce such terms if VeloCloud requests Service Provider to do so to protect its interest. Service Provider is not VeloCloud's agent for purposes of any End User agreement or other contract, and has no authority to negotiate such agreements on VeloCloud's behalf or to change any terms or conditions in such agreements on VeloCloud's behalf.

4.5 Records. Service Provider shall establish and maintain complete and accurate business records for each particular transaction in connection with Service Provider's purchase of the Products, sale of the VSP Service, and use of the Licensed Software ("Records"). The Records will include the addresses of End Users and associated transaction dates, and VSP Service amounts. If VeloCloud believes in good faith that there is a discrepancy regarding Service Provider's use and/or sale of the VSP Service, VeloCloud may communicate to Service Provider any issues, and Service Provider shall provide additional reasonable detail to clarify any perceived discrepancy. After such process, if VeloCloud still believes in good faith there is a discrepancy, VeloCloud and its agents may, at any time during the period when Service Provider is obliged to maintain such books and records, audit such books and records upon sixty (60) days prior written notice in order to confirm Service Provider's compliance with this Agreement. In the event that such an inspection discloses any error of any VSP Service amounts, the parties agree by appropriate payment to promptly adjust for the error and if Service Provider underpaid VeloCloud by more than 5% of the amount owed to VeloCloud, Service Provider shall pay VeloCloud for the reasonable, documented costs associated with such audit. Service Provider shall retain all Records for each transaction for a period of at least three (3) years from the date of a transaction.

5. PURCHASING

5.1 Purchase Orders. In order to make a purchase from VeloCloud, Service Provider will submit a purchase order for the purchase of Products, Supplemental Services, or other VeloCloud products and services (each, a "Purchase Order"). Each Purchase Order will (a) reference this Agreement, (b) specify (i) the Products or Services being ordered, including name, description and quantity, (ii) the price of each Product or Service, (iii) the billing address, (iv) the requested delivery date(s) and (v) any other information reasonably required by VeloCloud, and (c) be signed by an authorized representative of Service Provider. Each Purchase Order is subject to written acceptance (or rejection) by VeloCloud in its sole discretion, and no Purchase Order shall be deemed accepted by VeloCloud unless VeloCloud has delivered written acceptance to Service Provider. The parties agree that any conflict between the provisions of a Purchase Order and the terms contained in this Agreement will be resolved in favor of the terms contained in this Agreement. Unless otherwise agreed to by VeloCloud and Service Provider, by entering into this Agreement, Service Provider waives any preprinted terms and conditions set forth in its Purchase Order (or any other Service Provider document) that may be accepted by VeloCloud for Service Provider's convenience, and as to any non-preprinted terms and conditions, agrees that they apply only if expressly acknowledged and accepted by VeloCloud by means of VeloCloud initialing such terms on the Purchase Order itself or in its written acceptance of the Purchase Order. **SERVICE PROVIDER ACKNOWLEDGES THAT ALL EXECUTED PURCHASE ORDERS ARE NON-CANCELLABLE AND ALL AMOUNTS PAID ARE NONREFUNDABLE;** provided that, Service Provider shall have the rights of termination set forth in Section ~~12.142.2~~ of this Agreement.

5.2 Prices. Service Provider will pay VeloCloud the fees for the Products and Support, on a unit or per-License basis, as set forth in VeloCloud's retail price list, less discounts, or as otherwise provided in Exhibit C hereto. Pricing for Professional Services will be on an as-quoted basis. Prices do not include shipping, insurance, handling, sales, use, VAT, excise, export, withholding or similar taxes or fees which amounts shall be paid by Service Provider. After Service Provider meets the Volume Commitment in Exhibit C, or completes the Initial Term of Agreement, whichever is earlier, VeloCloud reserves the right to change its prices as prescribed in Section 5.3, for the Products, at any time with effect sixty (60) days after publication or notice to Service Provider for Products purchased after such date (for

clarity, rates for term-based Products and Support that have already been purchased from VeloCloud will not increase during a current License term).

5.3 License Terms; Renewal. For each License purchased Service Provider will pay the License fee for the Licensed Software and the Orchestrator fee, per each license term that the Software License is active, as set forth in Exhibit C. The start date for each License for VSP Service, for purposes of duration of the License to the Licensed Software and the right to access and use the Orchestrator, shall be the earlier of (i) the date Service Provider notifies VeloCloud that the License for the VSP Service has been activated by the End User; or (ii) no later than December 31 of the calendar year in which VeloCloud receives the relevant purchase order for such License ("VSP Service Activation Date"), unless otherwise mutually agreed by the parties in the purchase order. The Original License Term shall end three (3) years from the VSP Service Activation Date for each License. Unless VeloCloud is notified to the contrary prior to the end of an Original License Term; the License Term will automatically renew at the applicable License Tier price in Exhibit C; however, if all obligations of, the Volume Commitments as listed in Exhibit C have been satisfied by Service Provider, or at any time after the Initial Term is complete, VeloCloud may increase pricing for new and renewed Licenses by an amount not to exceed five (5%) percent of the Tier pricing as listed in Exhibit C. VeloCloud shall provide Service Provider with sixty (60) days advanced notice prior to implementing any price increase (for clarity, rates for term-based Products and Support that have already been purchased or renewed from VeloCloud will not increase during a current License term). All Licenses purchased by Service Provider as part of the 1Gbps Tier pricing plan as listed in Exhibit C, or on the applicable Sales Order, shall automatically renew as a perpetual license at the end of their Original License Term at same License Tier price listed in Exhibit C. Notwithstanding the VSP Service activation date, VeloCloud will invoice Service Provider for all purchased Licenses upon shipment to Service Provider and Service Provider will pay such invoices within forty five (45) days after receiving VeloCloud's invoice, as provided in Section 5.5 below.

5.4 Service Provider's Prices. Service Provider is free to unilaterally determine the prices charged to End Users for the VSP Service. Any errors in the pricing to the End User are the sole responsibility of Service Provider.

5.5 Payment Terms; Taxes. Service Provider will pay all amounts owed to VeloCloud in accordance with VeloCloud's invoice within forty five (45) days after receipt of the invoice (with receipt being deemed to have occurred within three (3) days after deposit in the US mail or within one (1) day after electronic transmission). VeloCloud reserves the right at all times, generally or with respect to any specific Purchase Order, to vary, change or limit the amount or duration of credit to be allowed to Service Provider. Each party is solely responsible for its own expenses incurred in the performance of this Agreement. Payments shall be made in United States dollars and remitted to VeloCloud at its home office. Costs of currency conversion, outside collection and related bank charges shall be paid by Service Provider. Any overdue amount shall bear interest at the rate of one and one-half percent (1.5%) per month or the maximum amount allowed by law, whichever is less. VeloCloud may suspend its services, including services to End Users, because of the condition of Service Provider's account with VeloCloud, including the fact that any payment is past due, and such withholding shall not be construed as a breach by VeloCloud of this Agreement. Service Provider agrees to be responsible for and to pay, or to promptly reimburse VeloCloud on written request, if VeloCloud is required to pay or collect, any sales, use, VAT, excise, export or other tax, duty or other charge of any kind or nature (excluding any tax that is based on VeloCloud's net income) that is levied or imposed by any governmental authority on transfer, delivery, possession, use or license of the Products. Service Provider shall maintain a valid resale certificate from local tax authorities, if required by local law, and submit proof thereof to VeloCloud upon request.

5.6 Invoicing of End Users. Service Provider is responsible for invoicing and collection from the End User for any applicable fees that Service Provider charges to the End User, and Service Provider's obligation to pay VeloCloud amounts due hereunder is not conditioned upon Service Provider's receipt of payment from End Users, nor upon any refund right, discounts, credits or early termination rights Service Provider may elect to provide to its End Users.

5.7 Forecast. In consultation with VeloCloud, Service Provider will create a rolling one-year non-binding forecast of the number of Software Licenses it plans to purchase. ("**Sales Forecast**"). Service Provider will provide VeloCloud with an initial Sales Forecast at or around the time of entering into this Agreement, and will update the Sales Forecast at periodic intervals, but at least annually.

6. FULFILLMENT

6.1 Purchase Order Fulfillment. Upon acceptance of a Purchase Order, VeloCloud will use commercially reasonable efforts to deliver the ordered Products to Service Provider and, if applicable, to provide Service Provider with applicable license keys or login information.

6.2 Product Delivery. All deliveries are FCA VeloCloud's facility. Any delivery dates provided by VeloCloud are estimates, are subject to change, and are not of the essence. VeloCloud shall be entitled to extend the delivery date of Products for the foregoing reasons without breach.

6.3 Fulfillment of VSP Service. Service Provider will have responsibility for fulfillment of all sales made by it. Fulfillment of sales by Service Provider includes (i) delivery of Edges to End Users for installation at the End User locations, (ii) transport of End User data by means of the VSP Cloud Network, and (iii) access to the Orchestrator; however, Service Provider may deny or limit access to its End User where they deem it necessary.

6.4 Changes. VeloCloud may, subject to its compliance with all applicable laws and at its sole discretion, and without incurring any liability to Service Provider, change the features of, or discontinue the manufacture or sale of the Products. VeloCloud shall use commercially reasonable methods to notify Service Provider in advance of any such changes, but Service Provider understands and agrees that VeloCloud cannot and does not make any warranty in regard to advance notice of any such changes. VeloCloud shall take commercially reasonable efforts to offer Service Provider an equal or lesser cost substitute for any discontinued or modified Products. If VeloCloud is unable to offer an equal or lesser cost substitute Product to Service Provider they shall provide Service Provider with six months advanced notice prior to changing features or, or discontinuing the manufacturing or sale of any Products currently in use by Service Provider.

7. PROPRIETARY RIGHTS

7.1 Software Licensing. Subject to the terms hereof, including payment of applicable fees, VeloCloud grants to Service Provider a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install and use the Licensed Software, solely as part of the VSP Service, for the time periods as may be purchased hereunder. Except for the Edge software, which may be sublicensed to End Users on the same terms herein, Service Provider may not grant access to or transfer the use of the Licensed Software to any third party, whether on a stand-alone basis or as integrated into any other product, except for third party consultants and service providers who may access or use the Licensed Software on Service Provider's behalf and in accordance with the terms and conditions of this Agreement, in which case Service Provider is solely responsible for use of the Licensed Software by such third party consultants and service providers and their compliance with this Agreement. Notwithstanding the foregoing, each License will be transferable to another End User in the event the original End User terminates its agreement with Service Provider prior to the contracted expiration date. Software that is embedded in equipment may only be operated on the equipment on which it is provided. Unless otherwise specified, Licensed Software is licensed for a limited term and a single instance; provided that Service Provider may keep one back-up copy of each piece of Licensed Software. No license is granted to Service Provider in the human readable code (source code) of the Licensed Software. Any other software provided to Service Provider or any End User or made available for their use, including any software embedded in the Equipment or used in any service (together with the Licensed Software, the "Software") is licensed only and is subject to any license agreement provided therewith.

7.2 Proprietary Rights. VeloCloud retains title and all patent rights, copyrights and all other intellectual property and proprietary rights in the VeloCloud Service, the Products and the Licensed Software, including any improvements, modifications, and enhancements thereto. Except as expressly provided herein, neither Service Provider nor any End User acquire any license to the VeloCloud Service, the Products, the Software, or any VeloCloud intellectual property rights. VeloCloud reserves all rights not expressly granted by this Agreement. You shall not allow any third party to, remove, alter, or obscure in any way the proprietary rights notices (including copyright, patent, and trademark notices and symbols) of VeloCloud or its suppliers affixed or contained on or within any Equipment.

7.3 Restrictions. Service Provider agrees that the Products shall only be used in connection with delivering the VSP Service and Service Provider further agrees that it will abide by all local laws, network certification, and other applicable requirements regarding the installation and use thereof. Service Provider understands that use of the Products outside of the Territory may require additional authorizations. Except to the extent such restrictions are not permitted under applicable law, Service Provider agrees not to decompile, disassemble, reverse assemble, reverse engineer or otherwise attempt to derive source code for the Products or any other aspect of the VeloCloud Service. Except as expressly authorized herein, Service Provider may not distribute, license, sublicense, lease, rent, loan, or otherwise transfer the Products or any aspect of the VSP Service to any third parties other than End Users. Service Provider shall not use the Products or any VeloCloud Confidential Information that it may acquire in connection with this Agreement to develop, have developed, or assist in the development of, any product or service which has, entirely or partially, the same functions as the VeloCloud Service or which would be in direct or indirect competition therewith. Service Provider shall not publish or disclose the results of any benchmark tests on the Products without VeloCloud's prior written consent.

7.4 Access to Devices and Data. Service Provider acknowledges that VeloCloud, subject to any and all confidentiality obligations set forth in this Agreement, or to any applicable laws, rule or regulations (such as those relating to data privacy), (i) will have network access to communicate with the Products and VC Gateways for purposes such as authentication and software updates; (ii) will have network access, via the Orchestrator and directly, to the VCGateways for purposes such as installation of VC Gateway Software, configuration, and software updates, troubleshooting, installation, repair and maintenance activities only. Except as required to provide support services, all instances of network access by VeloCloud shall require permission from Service Provider prior to gaining access; (iii) will manage the Orchestrator Service and (iv).

8. TRADEMARK LICENSE

8.1 License to Use Marks. During the Term of this Agreement, and subject to Service Provider maintaining the quality of the VSP Service, VeloCloud hereby grants Service Provider a non-exclusive, non-sublicensable license, to use the service mark "Powered by VeloCloud" in connection with the VSP Service and, subject to VeloCloud's prior approval as set forth below, to use the VeloCloud name and VeloCloud's other trademarks, service marks, trade names, product names, logos, designs and other designations or brands used by VeloCloud (collectively, the "Marks") solely for the purpose of promoting the VSP Service. Prior to the use or distribution of any promotional, advertising or other materials created by Service Provider containing any Marks, Service Provider shall obtain written approval from VeloCloud with respect to the use of the Marks, which approval will not be unreasonably withheld or delayed. All goodwill arising in connection with the Marks shall inure to the benefit of VeloCloud. VeloCloud shall have the right to modify, delete or substitute alternative marks for the Marks at any time in its sole discretion. Service Provider will not remove any labels or identifying markings, including without limitation, the Marks on the Equipment or packaging.

8.2 No Other Right to Marks. VeloCloud reserves the right to disallow any use of the Marks which would, in VeloCloud's reasonable opinion, harm the validity or value of the Marks. Upon expiration or termination for any reason of this Agreement, the license set forth in the preceding Section (License to Use Marks) shall immediately terminate. Other than the license to use the Marks granted in this Section, VeloCloud grants Service Provider no other right, title or interest in the Marks. Service Provider acknowledges VeloCloud's exclusive ownership of the Marks, including any and all intellectual property rights therein and thereto, and agrees that any and all use of the Marks shall inure to the sole benefit of VeloCloud. Service Provider agrees not take any action inconsistent with VeloCloud's ownership of the Marks nor challenge VeloCloud's rights in or attempt to register any of the Marks or any mark confusingly similar thereto. If at any time Service Provider acquires any rights in or to, or any registration or application for, any of the Marks by operation of law or otherwise, it will immediately upon request by VeloCloud and at no expense to VeloCloud, assign such rights, registrations, or applications to VeloCloud, along with any and all associated goodwill. Any misuse of the Marks by Service Provider may, at VeloCloud's discretion, be deemed a material breach of this Agreement that is incapable of cure. Service Provider shall promptly inform VeloCloud of all known misuse of the Marks by any party including any End User and shall provide reasonable assistance to VeloCloud in any action related to such misuse.

9. CONFIDENTIALITY

9.1 Confidential Information. "Confidential Information" means (a) information provided in writing by one party to the other party, marked "Confidential" or "Proprietary" or with words of similar meaning; and (b) whether or not marked "Confidential," this Agreement (including without limitation its pricing terms), the Products, and all code, inventions, algorithms, know-how and ideas relating thereto (whether patentable or not), the operation of the VeloCloud Service, and all associated documentation (which shall be considered Confidential Information of VeloCloud); and (c) whether or not marked "Confidential," the Records and other reports provided by Service Provider, all customer lists and potential customer lists, marketing and financial information, business plans and technical information, whether written or verbal, of either party disclosed under this Agreement. Confidential Information shall not include information which is (i) generally known to the public or readily ascertainable from public sources (other than as a result of a breach of confidentiality hereunder), (ii) independently developed by the receiving party without reference to or reliance on any Confidential Information of the disclosing party, as demonstrated by written records of the receiving party, or (iii) obtained from an independent third party who created or acquired such information without reference to or reliance on Confidential Information, and without breach of any obligation of confidentiality.

9.2 Non-Use and Nondisclosure. Neither party shall disclose Confidential Information to any third party for any reason, and shall only disclose Confidential Information to its employees who have a need to know such information and are under a legally binding obligation of confidentiality. Each party shall keep and have its employees keep all Confidential Information of the other party confidential and shall not copy or disclose the same, or authorize its employees to copy or disclose the same, except as specifically authorized by this Agreement, without the prior written consent of the disclosing party. Each party may use Confidential Information only for the purpose of exercising its

rights and performing its obligations pursuant to this Agreement. Each party shall use no less than a reasonable degree of care to ensure the protection of the Confidential Information disclosed by the other party. These obligations of confidentiality and nondisclosure shall be in effect for the term of this Agreement and for a period of three (3) years thereafter. This Agreement does not affect any confidential nondisclosure agreements existing between the parties as of the date of this Agreement.

9.3 Return of Confidential Information. Upon the disclosing party's written request, or upon expiration or termination of this Agreement, the receiving party shall return to the disclosing party all originals and all reproductions and copies of all Confidential Information, whether printed or otherwise, and securely delete all Confidential Information from its electronic records and shall certify to the disclosing party that it has done so, in a writing signed by an officer of the receiving party; notwithstanding the foregoing, the receiving party may retain a copy of those records necessary to establish rights of payment, or which must be retained to satisfy reporting or legal obligations, or to provide evidence of what was and was not disclosed under this Agreement, provided that such archival copy is kept confidential until destroyed.

9.4 Required Disclosure. Notwithstanding the foregoing, VeloCloud and Service Provider may make such disclosures as may be required by order of a court of competent jurisdiction, administrative agency or other government body, or by any law, rule or regulation, provided, however, that to the extent allowed by law, each party gives the other prior written notice of such requirement and assists the other party in its efforts to oppose such requirement. Each party may make any disclosure of this Agreement as may be required by applicable securities laws as determined by each party with the assistance of counsel.

10. LIMITED WARRANTY

10.1 Warranty. VeloCloud's warranty is contained in Exhibit B hereto, which sets forth VeloCloud's sole and exclusive warranties with respect to the Products.

10.2 Warranty Disclaimer. THE PRODUCTS ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND VELOCLOUD DOES NOT WARRANT THAT THE FUNCTIONS OR FEATURES CONTAINED WITHIN THE PRODUCTS WILL MEET SERVICE PROVIDER OR END USER REQUIREMENTS, OR WILL OPERATE IN ANY COMBINATION WHICH MAY BE SELECTED FOR USE BY SERVICE PROVIDER OR END USER, OR THAT OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL DEFECTS THAT MAY EXIST IN THE PRODUCTS WILL BE CORRECTED. VELOCLOUD DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NOTWITHSTANDING ANY FAILURE OF THE PURPOSE OF ANY LIMITED REMEDY, VELOCLOUD'S ENTIRE LIABILITY FOR BREACH OF WARRANTY AND FAILURE TO CURE AS PROVIDED HEREIN SHALL BE LIMITED TO THE REMEDIES SET FORTH WITH SUCH WARRANTY.

11. INDEMNIFICATION; LIMITATION OF LIABILITY

11.1 VeloCloud's Indemnity. VeloCloud agrees, at its own expense, to defend or at its option to settle, any claim, suit or proceeding brought against Service Provider by any third party for infringement or misappropriation of a valid patent, copyright or trade secret by the Products. ("Claim"). VeloCloud shall have sole control of any such action or settlement negotiations, and VeloCloud agrees to pay, subject to the limitations hereinafter set forth, any final judgment entered against Service Provider or settlement entered into in any such Claim. Further, should such final judgment or settlement require that Equipment be returned and/or related fees be refunded to End Users, VeloCloud will pay such related costs. Service Provider agrees that VeloCloud, at its sole option, shall be relieved of the foregoing obligations unless Service Provider (a) gives prompt, written notice to VeloCloud of all Claims, (b) cooperates reasonably with VeloCloud (at VeloCloud's reasonable expense), and (c) allows VeloCloud the sole right to defend, or at VeloCloud's option settle, all such Claims. If VeloCloud becomes aware of a Claim, VeloCloud may, in its sole discretion, obtain the right for Service Provider to continue to use the Product, modify the Product so that it is no longer infringing or misappropriating, or accept return of Product and refund the amount paid for such Product. VeloCloud shall have no liability for any Claim resulting from any unauthorized use, combination, modification or alteration of the Products, where such Claim would not have arisen except for such use, combination, modification or alteration. The foregoing expresses Service Provider's sole remedy, and VeloCloud's sole liability, for any claim of infringement or misappropriation.

11.2 Service Provider's Indemnity. Service Provider agrees to indemnify and hold VeloCloud harmless from and against any and all claims, liabilities, costs and expenses (including reasonable attorneys' fees), however stated, resulting from, relating to or arising out of (i) any breach by Service Provider of Section 4.4 (End User Agreement), (ii) any unauthorized statements or representations made by Service Provider to End Users, (iv) Service Provider's operation of the VSP Service or performance of any other services for any End User, (v) negligence or other acts or

omissions of Service Provider, their officers, agents and employees, (vi) delays, misuse, malfunctions or other causes within the control of or under the authority of Service Provider, and (vii) use of the Products or VSP Service by Service Provider or any End Users, to the extent such claim was not caused by VeloCloud. VeloCloud shall give prompt, written notice thereof to Service Provider and shall cooperate reasonably with Service Provider (at Service Provider's expense).

11.3 Limitation of Liability. Except to the extent that damages for breaches of confidentiality or the matters covered by the indemnification obligations above constitute indirect or consequential damages, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOST PROFITS, LOSS OF DATA, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. Except for breaches of confidentiality and the indemnity obligations above, and excluding Service Provider's payment obligations and any costs of collection thereof, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY USE OF THE PRODUCTS OR RELATED SERVICES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNTS ACTUALLY PAID BY SERVICE PROVIDER TO VELOCLOUD FOR THE APPLICABLE PRODUCTS OR RELATED SERVICES UNDER THE SPECIFIC PURCHASE ORDER OUT OF WHICH THE LIABILITY ARISES.

12. TERM AND TERMINATION

12.1 Term. The term of this Agreement shall be five (5) years from the Effective Date ("Initial Term"). Thereafter, this Agreement will automatically renew for successive one-year terms (a "Renewal Term") unless prior to the end of the then-current term, either party gives written notice of its intent not to renew; provided that in the case of VeloCloud, such notice must be delivered to Service Provider no less than 180 days prior to expiration of the then-current term. The Initial Term, together with each Renewal Term, shall hereinafter collectively be referred to as the "Term".

12.2 Termination; Suspension. This Agreement may be terminated prior to the end of the Term (a) by a party for a breach of this Agreement upon providing thirty (30) days' advance written notice describing a breach by the other party of any material term or condition of this Agreement and the other party failing to fully cure such breach within such thirty (30) days' period; or (b) by a party immediately upon written notice if (i) the other party becomes insolvent or unable to pay its debts as they mature in the ordinary course of business or makes an assignment for the benefit of its creditors, or (ii) proceedings (whether voluntary or involuntary) are commenced against the other party under any bankruptcy, insolvency or debtor's relief law and such proceedings are not vacated or set aside within sixty (60) days from the date of commencement thereof; or (c) by Service Provider immediately upon written notice, without liability, should VeloCloud fail to implement the traffic segmentation feature to support Service Provider's service offerings by March 31, 2017. Unless subsequently agreed to via a negotiated Statement of Work ("SOW"), VeloCloud shall provide the software prior to March 31, 2017 and Service Provider agrees to perform appropriate testing within 30 days of receipt of software to determine the software operates without error in conformance with VeloCloud's warranties under this Agreement. If it operates without error in conformance with VeloCloud's warranties under this Agreement, Service Provider shall accept the software, acceptance not to be unreasonably withheld. Upon acceptance of the software this termination liability is removed. If Service Provider encounters Errors in the operation of the Software or encounters any breach of warranty, Service Provider shall so notify VeloCloud and provide VeloCloud an opportunity to correct the Errors and cure any breach of warranty within 30 days. Upon request by Service Provider, VeloCloud shall provide, within a reasonable time not to exceed five (5) days after such request (or as otherwise provided in the Acceptance Plan), a schedule for VeloCloud's completion of its corrective action; and if such schedule is longer than thirty (30) days and is not satisfactory to Service Provider, Service Provider will have the right, but not the obligation, to reject the Software and terminate the Agreement, or at Service Provider's discretion, to otherwise renegotiate the terms of the Volume Commitment and terms of the Agreement. This Agreement may not be terminated for convenience, or for any reason other than those expressly set forth herein. In the event Service Provider terminates this Agreement before the end of the Term for any reason not expressly set forth herein, Service Provider shall be responsible for payment to VeloCloud of the full amounts due for the Initial Term and any Renewal Term as if the Agreement had not been terminated early.

12.3 Termination; Conversion of Licenses. Service Provider may upon sixty days written notice to VeloCloud, without cause and prejudice, elect to terminate the Agreement without liability, prior to the end of the Initial Term, or any Term thereafter ("Conversion Effective Date"), if all of the following conditions have been met:

- (i) (a) Service Provider converts all current, non-perpetual, in term Licenses to perpetual Licenses at the applicable rates in Exhibit C; and
- (ii) (b) Service Provider has met or exceeded and remitted payment for all Volume Commitments in Exhibit C; and
- (iii) (c) Service Provider enters into a one year maintenance and support agreement for the converted Licenses, which shall renew annually for as long as the Licenses are used.

There shall be no conversion charge for any perpetual Licenses purchased prior to the Conversion Effective Date; however, all Licenses are required to be covered under an annual maintenance and support agreement after the Conversion Effective Date. The cost of the initial annual maintenance and support agreement and all subsequent renewals required under this section shall be equal to four percent (4%) of the cost to convert all Licenses to perpetual Licenses. Service Provider shall not be eligible for new License purchases after it has converted its existing License base under the terms of this section, unless both parties mutually agree to either extend the Term of, or reactive the Agreement, or enter into a new license purchase agreement.

12.4 Effect of Termination. A party terminating this Agreement pursuant to the terms hereof shall not be liable for any penalty, loss or damage for such termination, except that neither party shall be relieved from payment of any amount owed to the other party under this Agreement accruing on or prior to termination of this Agreement. Upon termination of this Agreement, Service Provider shall no longer be authorized to sell the VSP Service. Except for those rights and obligations which by their nature survive termination or expiration, all rights and licenses shall immediately cease and terminate. Upon expiration or termination, Service Provider shall return to VeloCloud all copies of VeloCloud's Confidential Information except as provided for in section 9.3, promotional materials, marketing literature, written information and reports pertaining to the Products or related service. Expiration or termination of this Agreement shall not affect the rights of those End Users who have purchased the VSP Service prior to the date of expiration or termination of this Agreement, provided that such End Users are and remain in compliance with the terms of the applicable end user agreement. If this Agreement is terminated as a result of VeloCloud's insolvency, or as a result of VeloCloud's uncured breach, Service Provider may convert the term Licenses to perpetual licenses and waive the annual customer support requirement upon Service Provider's payment of the additional fees for such conversion as set forth in Exhibit C.

12.5 Survival. All terms and provisions herein which by their nature should survive expiration or termination of this Agreement shall so survive. Without limiting the foregoing, Sections 4.4 (End User Agreement), 4.5 (Records), 5.5 (Payment Terms; Taxes), 7 (Proprietary Rights), 8.2 (No Other Rights to Marks), 9 (Confidentiality), 10.2 (Warranty Disclaimer), 11 (Indemnification; Limitation of Liability), and 13 (General Provisions) shall survive any expiration or termination of this Agreement.

13. GENERAL PROVISIONS

13.1 Legal Compliance and Export Prohibition. Service Provider and VeloCloud shall comply with all applicable laws and regulations in performing under this Agreement, including without limitation those regarding exports as set forth in this paragraph. VeloCloud provides services, hardware, software, technology, documentation and other materials that may be subject to the United States export control administered by the U.S. Department of Commerce, the United States Department of Treasury office of Foreign Assets Control, and other U.S. agencies. Service Provider acknowledges and agrees that the Products and the VSP Service shall not be used in, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to, countries as to which the U.S. maintains an embargo or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders. If Service Provider or its End Users use the Products or the VSP Service outside the U.S., Service Provider is solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries.

13.2 Independent Contractor Relationship. It is expressly agreed that VeloCloud and Service Provider are acting hereunder as independent contractors and under no circumstances shall any employees of one party be deemed the employees of the other party for any purpose. Each party shall bear responsibility for its own employees,

including terms of employment, wages, hours, tax withholding, required insurance and daily direction and control. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity, or to make commitments of any kind for the account of, or on behalf of, the other. Service Provider agrees that it is not a partner, broker, employee or franchisee of VeloCloud. Any commitment made by Service Provider to an End User with respect to delivery, modifications, interfacing capability or suitability of the VSP Service; a warranty in excess of the standard warranty provided by VeloCloud; or suitability in specific applications will be Service Provider's sole and exclusive responsibility and liability. No terms of any agreement entered into between Service Provider and any End User will be binding on VeloCloud unless agreed to by VeloCloud in an instrument exactly specifying such terms and conditions and signed by an officer of VeloCloud.

13.3 Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the United States of America, without reference to conflicts of laws provisions. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. All disputes arising out of or relating to this Agreement shall be finally settled by arbitration conducted in San Francisco, California, United States under the rules of commercial arbitration of the American Arbitration Association ("Rules"). The parties shall bear equally the cost of the arbitration (exclusive of legal fees and expenses of the parties, all of which each party shall bear separately). All decisions of the arbitrator(s) shall be final and binding on both parties and enforceable in any court of competent jurisdiction. Notwithstanding the foregoing, in the event of breach by a party of its obligations hereunder, the non-breaching party may seek injunctive or other equitable relief in any court of competent jurisdiction. Jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement shall be only in a United States Federal or State Court located in San Francisco, California, and the parties hereby consent to the jurisdiction and venue of such courts. In any action between the parties to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover reasonable expenses, including reasonable attorney's fees.

13.4 Construction. Singular terms will be construed as plural, and vice versa. Section headings used in this Agreement and the attached Exhibits are for convenience only and will not be considered part of this Agreement.

13.5 Force Majeure. Neither party shall be liable for any loss or damage resulting from any delay or failure to perform all or any part of its obligations under this Agreement, to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the reasonable control, and without the negligence of, the responsible party. Such events, occurrences, or causes include, without limitation, acts of God, telecommunications or power outages, strikes, riots, acts of war, floods, earthquakes, fires and explosions. In the event Service Provider is unable to meet its payment obligations and bring its account current for continuous period in excess of sixty (60) days VeloCloud shall be entitled to give notice in writing to Service Provider terminating the Agreement, provided that VeloCloud's termination of the Agreement shall not constitute a waiver of VeloCloud's right to receive payments due under this Agreement from Service Provider.

13.6 Waiver. Any waiver of any right or remedy or limit on liability under this Agreement must be in writing and signed by the party to be bound to be effective. No delay or omission in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. Any waiver by any party of a condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be nor construed as furthering or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

13.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, then the remaining provisions of this Agreement shall nevertheless be given full force and effect and be interpreted as broadly as possible to give full effect to the intentions of the parties in entering into this Agreement.

13.8 Basis of Bargain. EACH PARTY RECOGNIZES AND AGREES THAT THE WARRANTY DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS IN THIS AGREEMENT ARE MATERIAL BARGAINED-FOR BASES OF THIS AGREEMENT AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

13.9 Notice. All notices shall be (i) sent to the address listed in the signature block of this Agreement, to the attention of the party's CEO and copied to its Legal Department if not otherwise specified, (ii) delivered by hand, via US Mail (postage prepaid, certified or registered), or via a document delivery service, and (iii) deemed given upon delivery, as evidenced by written receipt or by the records of the delivery agent. Address for notice may be changed by a party providing proper notice thereof to the other party per the terms of this Section.

13.10 Assignment. Neither party may assign this Agreement or otherwise transfer any of its rights and obligations under this Agreement without the prior written consent of the other party; provided, however, that either

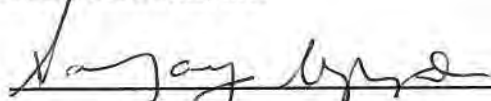
party may assign this Agreement to any business organization resulting from the consolidation or merger of such party with or into another entity, or to any person or entity which acquires a majority of such party's issued and outstanding capital stock or substantially all of its assets. VeloCloud may, in its sole discretion at any time, assign its right to receive some or all of the payments due to VeloCloud pursuant to this Agreement. Any attempted assignment in violation of this Section shall be void and of no force and effect. Subject to the foregoing, this Agreement shall inure to the benefit of and shall be binding upon the permitted successors and assigns of the parties.

13.11 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to this subject matter and supersedes all previous proposals, both oral and written, negotiations, representations, writings and all other communications between parties and all prior agreements and there are no inducements to enter into this Agreement which are not set forth herein. This Agreement may not be modified or amended except by an instrument in writing signed by the parties.

IN WITNESS WHEREOF, the undersigned authorized representatives of the parties have executed this Agreement or have caused this Agreement to be executed on their behalf, as of September __, 2016 ("**Effective Date**").

VELOCLOUD:

VeloCloud Networks, Inc.

By: 
 Name: SANJAY UPPAL
 Title: CEO

Address for Notices:

Attn: Sanjay Uppal c/o Legal Department

VeloCloud Networks, Inc.
 295 N. Bernardo Ave, Suite 200
 Mountain View, CA 94043

Payment Methods, Address and Inquiries:

Check Payments:

Use address above, Attn: AR

Wire Information:

Bank: Comerica
 Address: 333 W. Santa Clara Street
 San Jose CA, 95113
 SWIFT # (Intl): MNBDUS33
 ABA Routing: 121137522
 Account Number: 1894831633

Billing Inquiries:

Email: accounting@velocloud.com
 Phone: [650-209-4180](tel:650-209-4180)

SERVICE PROVIDER:

U.S. TELEPACIFIC CORP. DBA TELEPACIFIC COMMUNICATIONS

By: 
 Name: Russell Shipley
 Title: Executive Vice President

Address for Notices:

Attn: General Counsel

U.S. TelePacific Corp. dba TelePacific Communications
 515 South Flower St. 47th Floor
 Los Angeles, CA 90071

Accounts Payable Contact (AP):

Name: Manager, Accounts Payable
 E-mail: accountspayable@telepacific.com
 Phone: 512-735-7346

Purchasing Contact:

Name: Dharmini Cabanillas
 E-mail: purchasing@telepacific.com
 Phone: 858-200-2780

APPROVED BY LEGAL
 RCH 9-30-16

EXHIBIT A

TERRITORY, DISCOUNTS, MARKETING AND TRAINING

I. TERRITORY: Globally, except as limited by section 13.1 of the Agreement, Service Provider shall be responsible for all regulatory, export, tariff, taxes and other associated charges relating to selling the VSP Service outside of North America. Licenses purchased by Service Provider for use outside of North America shall incur an additional cost of five (5%) percent of the applicable Tier price listed in Exhibit C, table C.1

II. DISCOUNTS:

Where applicable, Service Provider's discount off VeloCloud's standard list price (provided as a separate document) is determined based on product term and payment terms.

III. MARKETING & LEAD GENERATION:

MDF/co-op funds: VeloCloud will support and provide 1+1 marketing funds for pre-qualified marketing campaigns. In order to qualify for the marketing funds, Service Provider must contribute an equal amount to the marketing campaign.

Inside Lead Generation: From time to time during lead generation campaigns and at VeloCloud's sole discretion, VeloCloud will provide sales leads to the Service Provider. In order to qualify for these leads, Service Provider agrees to provide an equal number of new sales leads during these lead generation campaigns.

IV. NON-STANDARD NOT-FOR-RESALE DISCOUNTS:

Service Provider may purchase units of VeloCloud current and future Edge Models, for demonstration, internal use and/or use as promotion and not-for-resale (NFR) Aside from the NFR restriction, deployment will be at Service Provider's discretion. The discount off VeloCloud's standard list price for NFR units depends on the partner level and is listed in Exhibit C.

V. LAB KIT DISCOUNTS:

Service Provider will have access to either a cloud based demo solution or an on premises discounted lab kit. The lab kit includes VCO (unlimited), VCG (unlimited) + 2 Edges. The discount off VeloCloud's standard list price for Lab Kit units depends on the partner level and is listed in Exhibit C.

VI. TRAINING

During the first sixty (60) days following the Effective Date, VeloCloud will offer three multi-day in-person training session at Service Provider's chosen location at no charge to up to thirty (30) (each or total) of Service Provider's sales personnel and up to fifty (50) of Service Provider's technical personnel. Thereafter, VeloCloud shall provide, at no additional cost, a minimum of 12 in-person training seats on an annual basis for Service Provider's personnel. This in-person training shall take place at a designated VeloCloud facility or other location, as determined by VeloCloud. If Service Provider requests additional in-person training, VeloCloud may provide such training subject to its availability and payment of negotiated training fees. During the term of this Agreement, VeloCloud shall provide, at no additional cost, 20 virtual (e-learning) training seats for Service Provider's personnel

EXHIBIT B

SUPPORT RESPONSIBILITIES; SERVICE LEVEL AGREEMENT; EQUIPMENT WARRANTY

1. SUPPORT RESPONSIBILITIES

VeloCloud's Service Provider Support Program is designed for VeloCloud Service Providers with qualified technical support personnel. The Service Provider provides primary End-User support and VeloCloud provides support to the Service Provider. End-Users should contact the Service Provider directly for support; if VeloCloud receives support requests (including RMA requests) directly from End-Users, they will be directed back to the Service Provider. Support responsibilities and escalations are defined according to the level of support that is required.

A. Definition of Support Levels

- **Level 1 Support:**
 - First call from customer.
 - Assist with basic questions: product overview, pointers to documentation, basic system configuration and provisioning assistance, password reset, etc.
- **Level 2 Support:**
 - Troubleshooting and problem isolation, live debugging, capture/interpret traces, analyze different logs and identify root cause.
- **Level 3 Support:**
 - Escalation-handling, including workaround and hot-fixes (to get End-User back to normal functioning within the target resolution/workaround time).
 - Complex support issues requiring technical assistance, debugging, and troubleshooting for VeloCloud product and/or Service.
- **Level 4 Support:**
 - VeloCloud cloud infrastructure issues (in cases where VeloCloud hosts services on behalf of the Service Provider).

B. Support Responsibilities:

Service Provider Responsibility: Level 1 & 2

- In the normal course of business, the Service Provider is responsible for Level 1 and Level 2 support for End Users. VeloCloud is not responsible for providing assistance with Level 1 or Level 2 support to either the Service Provider or the End User (including system configuration, troubleshooting, etc.).
- The Service Provider is strongly encouraged, but not required to register all end-user customers with VeloCloud within 24 hours of a deal being signed, in order to facilitate proper handling of support requests (particularly for when End-Users attempt to contact VeloCloud directly).
- In order to obtain Level 3 or Level 4 support, for open issues which may require VeloCloud Technical Support involvement, the Service Provider shall submit "Trouble tickets", as described below.
- It is the Service Provider's responsibility to troubleshoot and identify the root cause of the issue and only contact VeloCloud for Level 3 or 4 support once the issue has been identified as a VeloCloud product issue or Service-Affecting/Out-of-Service (SA/OOS) condition. The Service Provider should provide trace logs, packet traces and other troubleshooting details that will help VeloCloud in resolving the situation as soon as possible.

VeloCloud Responsibility: Level 3 & 4

- VeloCloud will provide Level 3 and Level 4 operations and engineering support solely to the Service Provider and not directly to End Users. In order to obtain Level 3 and Level 4 support, Service Provider shall submit "Trouble tickets", which will be categorized as Emergency, Critical, Major, or Minor, and be processed by VeloCloud as defined in "Response / Resolution Times" below.
- Service Provider shall report to VeloCloud any reported Product defects in such detail as to make it possible for VeloCloud to duplicate such defects in an effort to correct them.
- If Service Provider or any End User provides VeloCloud with suggestions, modifications, improvements or other feedback to the Service, then VeloCloud may freely use such feedback.

C. Response/Resolution Times

VeloCloud response and target resolution times will differ depending upon whether the Service Provider purchases the Standard or the Gold or Platinum Support Plans, as set forth in the table below. In the table below "Available" means the VSP Service is available for access and use by End Users over the Internet and operating in material accordance with the associated written or electronic materials and specifications for the VSP Service as established by VeloCloud.

Response/Resolution Times

Severity Level	Definition	Support Tier	Response Time	Target Resolution Time
Emergency	Service is not Available.	Gold / Platinum	Within 15 minutes	Within 4 hours
		Standard	Within 1 hour	Within 24 hours
Critical	Service is Available, but performance or some features are severely degraded, materially affecting normal use of the Service.	Gold / Platinum	Within 2 hours	Within 24 hours
		Standard	Within 6 hours	Within 72 hours
Major	Service is Available and critical functions are usable, but there is a non-critical malfunction.	Gold / Platinum	Within 24 hours	Within 10 business days
		Standard	Within 24 hours	Within 10 business days
Minor	Cosmetic or feature requests (Service is functioning as expected.)	Gold / Platinum	N/A	Next release, subject to acceptance
		Standard	N/A	Next release, subject to acceptance

2. EQUIPMENT WARRANTY

Standard Equipment Warranty

One Year Warranty. VeloCloud offers all Partners a standard one (1) year hardware warranty period (the "Hardware Warranty Period") on all purchases of the VCE (Edge 500, Edge 520/540 and Edge 1000), unless otherwise stated in the Purchase Order or other written agreement executed by VeloCloud and Partner. The Hardware Warranty Period begins on the earlier of: (i) the date the VCE is delivered to and activated by an End User; and (ii) three (3) months after VeloCloud ships the VCE to Partner or to the End User. Under this standard warranty, VeloCloud warrants to Partner that the VCE will, under normal use, perform in substantial conformity with its documentation for the Hardware Warranty Period.

Repair or Replacement. If a VCE is found to be non-conforming, VeloCloud may require return of such VCE for repair or replacement. During the first thirty (30) days of the Hardware Warranty Period, if VeloCloud determines in its reasonable discretion that a non-conforming VCE should be replaced and not repaired, VeloCloud will ship the replacement VCE to the Partner or End User in advance of VeloCloud's receipt of the non-conforming VCE. After the first thirty (30) days of the Hardware Warranty Period, VeloCloud must receive the non-conforming VCE before it will ship the replacement VCE.

The exclusive remedies for non-conforming VCEs are repair or replacement. VeloCloud does not offer refunds in lieu of repair or replacement for non-conforming VCEs.

Return Procedures. Before a VCE can be returned to VeloCloud, the Service Provider or End User must receive VeloCloud's authorization and VeloCloud must assign the VCE a Return Materials Authorization (RMA) number. To begin the RMA process, Service Providers or End Users must contact their VeloCloud technical support engineer or Account Representative and provide the VCE serial number(s) and a description of the problem. VeloCloud will ship the replacement VCE to the Service Provider or End User, as applicable, within three (3) business days after receiving the non-conforming VCE, except during the first thirty (30) days of the Hardware Warranty Period, as stated above. VeloCloud will pay to ship the replacement VCE. The Service Provider or End User must pay to ship the non-conforming VCE.

Warranty Limitations. VeloCloud's standard hardware warranty is only valid within the country of original purchase. Service Provider and End Users are responsible for ensuring compliance with any country certification requirements. Warranty coverage is non-transferable and applies only to the original purchaser of the VeloCloud product. VeloCloud reserves the option to repair or replace returned VCE units. Replacement units may be either new or refurbished.

Gold And Platinum Equipment Warranty

Service Providers who purchase VeloCloud's Gold and Platinum Hardware Warranties will, in addition to the benefits offered by the standard warranty policy, receive the following additional support:

Advance Shipment: Hardware field replaceable units covered by VeloCloud's Gold or Platinum Support are shipped in advance of the returned unit in the event of a hardware failure. At qualified locations, Gold Support advance replacement units are shipped out next business day, provided the request is made prior to 2pm Pacific Time. At qualified locations, Platinum Support advance replacement units are shipped out same business day, provided the request is made prior to 10am Pacific Time. At non-qualified areas, delivery times may vary and additional shipment days shall be added into the repair time for transit to and from U.S.

Return of Failed Units. The customer or partner must return failed unit(s) to VeloCloud within fifteen (15) calendar days from the date of receipt of replacement product(s) in order to avoid late penalties. VeloCloud reserves the right to bill for units not shipped within this time. Outbound shipping charges are paid by VeloCloud, and inbound shipping charges are assumed by the customer or partner.

EXHIBIT C

TABLE C.1 - PRICE LIST and TERMS

PRICE LIST FOR COMMITMENT OF LESS THAN 20,000 UNITS IN A 5 YEAR PERIOD

HW Models	License Tier	HW Sales Price (CAPEX)	SW Sales License (3 Year)	SW Support (3 Year)	VNF Activation Fee (One Time)	Price to Convert to Perpetual License*
Edge520 (or Equivalent)	Up to 100Mbps	\$540 (Yrs 1-3) \$520 (Yrs 4-5)	\$865	\$104	\$250	\$865**
Edge540	Up to 200Mbps	\$1085 (Yrs 1-3) \$1050 (Yrs 4-5)	\$865	\$104	\$250	\$1,500**
Edge840	Up to 400Mbps	\$2,300	\$2,750	\$330	\$750	\$2,750**
Edge1000	Up to 1Gbps	\$3800	\$6500	\$780	\$1,250	6,500***

PRICE LIST FOR COMMITMENT OF EQUAL OR GREATER THAN 20,000 UNITS IN A 5 YEAR PERIOD

HW Models	License Tier	HW Sales Price (CAPEX)	SW License Price (3 Year)	SW Support (3 Year)	VNF Activation Fee (One Time)	Price to Convert to Perpetual License*
Edge520 (or Equivalent)	Up to 100Mbps	\$540 (Yrs 1-3) \$520 (Yrs 4-5)	\$865	\$104	\$250	\$865**
Edge540	Up to 200Mbps	\$985 (Yrs 1-3) \$950 (Yrs 4-5)	\$865	\$104	\$250	\$865**
Edge840	Up to 400Mbps	\$1,900	\$2,250	\$270	\$750	\$2,250**
Edge1000	Up to 1Gbps	\$3,426	\$5,885	\$706	\$1,250	\$5,885***

- Hardware is paid for up front unless otherwise mutually agreed to by both parties
- Software licenses are 3 Year Term licenses with a perpetual option, paid pursuant the terms of the Agreement.
- Unless otherwise expressly provided herein, Software Support and Maintenance is for a term of 3 years, paid pursuant the terms of the Agreement.
- Software can be used on either VeloCloud hardware or 3rd Party OTS x.86 HW
- If Service Provider elects to use VNF SW on 3rd Party OTS x.86 HW, then they must purchase a one-time VNF activation fee per device using the VNF SW
- *Limited to just the 1Gbps Service while Service Provider Agreement is in effect. If contract is terminated, then Service Provider may elect to convert any SW licenses that are not already perpetual, provided that Service Provider purchases recurring SW Support every 3 years per the price schedule above during the period the Service Provider is using the SW and does not add any new HW or SW.
- **These SW licenses cannot convert to perpetual unless the Service Provider Agreement is terminated.
- ***The 1Gbps SW license shall upon renewal be converted to perpetual after the Original License Term, even if the Service Provider Agreement remains in effect.

TABLE C.2 – VOLUME COMMITMENT AND SCHEDULE

	Committed Order Quantities per Year		
	2016/ 2017	2018	TOTAL
VCG, VCO, EDGE VNF SW & Support (at 100Mbps service level minimum) - Committed Order Quantity Each	6000	3000	9000
VCE520 or Equivalent Hardware CPE - Committed Order Quantity Each	6000	3000	9000
*VNF Fee One-Time Activation - Committed Order Quantity Each	0	0	0

- VCO, VCG, and Edge VNF Software and Hardware are per the price sheet (Exhibit C.1)
- Support is calculated at 12% of the VCO, VCG, Edge VNF Software
- Per the price sheet in Exhibit C, one-time VNF fee must be purchased in order to activate Edge Software
- VNFs on NON-VeloCloud 3rd Party hardware
- TelePacific agrees to place orders at the start of each quarter with all hardware/software units shipped and activated within the calendar year
- For the avoidance of doubt, Table C.2 is the number of units and purchase schedule of software, hardware, and support that Service Provider is obligated to purchase under this Service Provider Agreement.
- *TelePacific has option of either purchasing the VNF or replacing the VNF fee with VeloCloud hardware
- Additional definitions and abbreviations used in Exhibit C:

HW: Hardware

SW: Software

VNF: Virtual Network Function

VCO: VeloCloud Orchestrator

VCG: VeloCloud Gateway

VCE: VeloCloud Edge

CPE: Customer Premises Equipment (aka the Edge)

Exhibit D
TelePacific Terms and Conditions

IMPORTANT: THIS CONTRACT INCLUDES A PROVISION REGARDING BINDING ARBITRATION. SEE SECTION 6 BELOW. THIS CONTRACT REQUIRES THE BINDING ARBITRATION OF ANY AND ALL DISPUTES, AND WAIVES CERTAIN RIGHTS TO JURY TRIALS AND/OR CLASS ACTIONS, AS STATED IN THE "RESOLUTION OF DISPUTES" PROVISION (SECTION 6 BELOW), WHICH YOU SHOULD READ IN ITS ENTIRETY. YOU UNDERSTAND THAT THIS IS A LEGALLY BINDING INSTRUMENT AND AGREE TO ABIDE BY ITS TERMS.

1. General

(a) These Terms and Conditions are part of the Telecommunications Account Agreement (referred to as "Agreement") between Customer (referred to as "you" and "your") and U.S. TelePacific Corp. and/or its affiliated companies (collectively referred to as "we", "us" and "our"). Services are offered to you by us either under Tariffs (documents which list services, prices and other terms and conditions) filed with the Federal Communications Commission (FCC) and state regulatory agencies having jurisdiction over the Services ("Tariffed Services"), or on a non-Tariffed basis. Tariffs are available online at <http://insidetelepacific.com/legal/legal-tariffs.asp>. All services provided under this Agreement are collectively referred to as the "Services." In the event that the rates, terms and conditions in this Agreement conflict at any time with those set forth in our federal and/or state Tariffs applicable to the Services, the rates, terms and conditions of the Tariffs shall control. The rates, terms and conditions of Tariffed Services may change, subject to the approval of the applicable regulatory agency. If the Tariffs for any Services are cancelled as a result of regulatory action during the term of this Agreement, we will publish a Price List and related terms and conditions on our website (<http://insidetelepacific.com/rates/rates-telepacific.asp>) which will become part of this Agreement.

(b) We may increase the rates in this Agreement for non-Tariffed Services to pass through any price increases imposed on us by the providers of the underlying facilities used to provide the Services or, in the case of long distance services, by our wholesale providers of such services. We may also change the rates, terms and conditions applicable to non-Tariffed Services ("Revisions") by giving you at least thirty (30) days prior written notice and posting such Revisions to our website at <http://insidetelepacific.com/legal/legal-notices.asp>. You will receive notice of the Revisions in your monthly invoice at least thirty (30) days prior to the effective date of any change. You shall then have thirty (30) calendar days from the date of the aforementioned invoice to provide us with written notice that the Revisions to changed terms or conditions adversely affect your use of the Service(s). If after said notice, we are able to verify such adverse effect and are able to eliminate said adverse effect, we shall provide you with a written addendum to this Agreement to confirm your assent to our elimination of the adverse effect on your Service(s). However, if we are unable reasonably to eliminate the Revision's impact on such Service(s), we will send you written notice of our inability to reasonably eliminate the Revision's impact, and then you may terminate the impacted Service(s) without further obligation to us beyond the termination date, including termination charges, if any. This shall be your sole and exclusive remedy for changed terms or conditions. If you do not notify us in writing of your election to terminate the affected Service(s) for changed terms or conditions within five (5) business days after receipt of written notice of our inability to reasonably eliminate the Revision's impact, you will be deemed to have consented to the changes and to a continuation of the Service(s), subject to the Revisions. If we materially increase the rates applicable to any of our non-tariffed Services, except for pass-through rate increases, you may terminate the affected Service(s) without further obligation beyond the termination date, including termination charges, if any, provided you notify us in writing before the effective date of the rate increase. If you do not notify us in writing of your election to terminate the affected Service(s) for increase in rates prior to the effective date of the rate increase, you will be deemed to have consented to the changes and to a continuation of the Service(s) subject to the Revisions.

(c) Under certain conditions, you may request that installation of Services be expedited by agreeing to pay an Expedite Fee. No projected date for expedited installation is guaranteed. Payment of the Expedite Fee only earns an advanced priority for your installation process and installation is not entirely in our control. No credit or refund of the Expedite Fee will be made for delay of the installation date beyond the projected or requested date. A list of Expedite Fees and other charges for Changes to Services ordered are available at: <http://insidetelepacific.com/rates/rates-change-fees-labor.asp>.

(d) A change in the manner in which we deliver Services to you may result in an increase in rates for those Services. Also, if a portion of your Services require a third party vendor, an additional charge for special construction may apply. If we cannot deliver Services to you at the rates you have agreed to pay because of the cost of the technology used or construction required to deliver the Services, including an acceptable profit margin, we will notify you in writing of that fact before any change in the technology used and seek your consent to a change in the rates or additional charge under this Agreement. If you do not provide us with written notice of your refusal to consent to the increased rate within five (5) business days after receipt of such notice, during which time we may delay the installation of any change in technology, we may consider your lack of objection to the increase in rate or additional charge to be your consent to the increased rate or additional charge for the Services under this Agreement. If you object to such increase or charge within the period provided, you or we may terminate the Agreement on written notice without further obligation beyond the date of termination, including for termination charges.

2. Term, Billing, and Payment

(a) **Effective Date.** This Agreement is effective when it has been signed by you and accepted by TelePacific either by execution on behalf of TelePacific or by TelePacific commencing the Services delivery process. Upon approval, we will begin as soon as practicable the installation, connection and testing of the circuits and/or equipment necessary to provide the Services.

(b) **Term.** The initial term of this Agreement ("Initial Term") will begin the date we provide notice to you that the Services are available for your use. This Agreement will continue in effect for the entire Term chosen on the Service Agreement and for any subsequent Renewal Term. The Initial Term or Renewal Term (also referred to herein and on the Service Agreement as "Service Term") will automatically renew for successive Renewal Terms ("Automatic Renewal Term") of one (1) year each thereafter, unless terminated as provided in Section 4 of this Agreement. However, you may renew Services for a Renewal Term prior to the completion of the Initial Term. The beginning of this Non-Automatic Renewal Term is the date of the first invoice after the Service Renewal is entered into our billing system. You may order additional services at your existing Service Location(s) under this Agreement for which Service(s) shall have an Initial Term coterminous with the Initial or Renewal Term of the existing Service(s) at said Service Location, subject to our acceptance. Services for additional Service Locations may also be ordered, subject to our acceptance, under this Agreement. The Initial Term for additional Services ordered for additional Service Locations will begin the date we provide notice to you that the services are available for your use, will continue in effect for the entire Term specified on the Service Agreement for the additional Services and shall automatically renew for successive periods of one (1) year each after the end of the Initial Term of the additional Services (each successive period being a Renewal Term for those additional Services), unless terminated as provided in Section 4 of this Agreement. The Terms and Conditions of this Agreement shall extend automatically, following termination, to cover the remaining Term of any Services provided. See Section 4 of this Agreement for additional terms and conditions applicable to terminations and Renewal Terms, including the rates during Renewal Terms.

(c) **Billing.** We will begin invoicing you for the Services and other charges after we give you notice that the Services are installed and available for your use and will continue invoicing you on a monthly basis until the Agreement is terminated. We will bill monthly recurring charges in advance and usage charges after the usage occurs. You are responsible for all Other Charges and Government Fees and Taxes which will be separately listed on each invoice. We may require, in our sole discretion, that you provide a deposit or other assurance of payment before the Services are provided and/or thereafter. Any required deposit shall not bear interest unless required by law. If you delay acceptance of the Services after receiving notice that Services are available, we may, in our sole discretion, begin invoicing you for the ordered Services. If you continue to delay acceptance of the Services for more than sixty (60) days after the date the Services are available, you will have materially breached this Agreement, and we will be entitled to terminate this Agreement without further notice and to pursue the remedies in Section 4 of this Agreement.

(d) **Back-billing.** We will endeavor to bill you for charges on a timely basis. However, unless proscribed by state regulation, you shall nevertheless be liable for all charges irrespective of any delay in billing, whether due to error, lack of necessary data, negligence or any other reason. No such delay shall constitute a basis for a claim of waiver, estoppel or other excuse of your obligation to pay our charges, irrespective of the length of the delay. Nothing herein shall toll the running of any statute of limitations applicable to such obligations.

(e) **Payment.** Invoices are due and payable upon presentation, and become past due after the Pay By Date printed on the invoice. If you have a bona fide dispute with any of the amounts on the invoice ("Disputed Amount"), you shall pay all amounts not in dispute by the Pay By Date and provide us with a written request for a billing adjustment, together with all supporting documentation, within forty-five (45) days after the Pay By Date or your right to any billing adjustment shall be waived. If we agree to adjust all or a portion of the Disputed Amount, you will not be obligated to pay a late payment charge on the adjusted amount. If you fail to pay all non-Disputed charges on our invoice by the Pay By Date, we may impose a late payment charge of 1.5% per month or the maximum rate allowed by law, whichever is less, on the unpaid balance until the amount is paid. We may also suspend your services until all delinquent amounts, including late payment charges, are paid in full. An additional charge will apply to each returned check. Payment must be made in U.S. Dollars.

(f) If the Initial Term is for sixty (60) months or more and Services have been installed for at least twenty-four (24) months, Customer may provide TelePacific at retention@telepacific.com with a bona fide, written quote of a lower monthly charge for a term at least equivalent to the remaining months in the Initial Term from a competitive carrier for the identical Services with the same terms as provided pursuant to this Agreement and all Addendums, one time, and TelePacific shall have thirty (30) calendar days after receipt of the bona fide written quote to match or beat the competitive carrier's offer. "Identical," as used herein, is to be narrowly construed to mean the Services and all terms and conditions must be the same in all material respects. If for any reason TelePacific fails to provide the Services at the lower rate, Customer may terminate the Services without liability for early termination.

3. Your Obligations

(a) **Our Property.** Any equipment installed at your premises by us or shipped to you by TelePacific or our authorized third party vendor remains our personal property, and nothing contained in this Agreement shall give or convey to you any right, title or interest in such equipment. You agree not to interfere with or damage the equipment and you agree to reimburse us for any loss or damage that is caused by your intentional or negligent acts or by the intentional or negligent acts of your agents, employees, authorized users or representatives. You will allow us to remove the equipment from your premises or you will promptly return the equipment to us upon termination of the Services for which the equipment was used.

(b) **Building Access.** You shall obtain all necessary approvals, applicable permits and/or use fees to be attained, if any, for full access by us prior to installation of Service and while Service is provided.

(c) **Responsibility for Message Content.** You are solely responsible for all content that you make available on or through our Services. You guarantee that all such content will not infringe on, or contain any content that infringes on, or otherwise violates any copyright, patent or any other right held by a third-party and that all such content will not violate any applicable law, rule, regulation or industry standard.

(d) **Use of Services.** You will not use the Services for any illegal, unlawful, abusive or fraudulent purpose and will use the Services in such a manner as to prevent damage to our network. Your proper use of the Services includes conforming to all Acceptable Use Policies ("AUP") that are available on request and are displayed at our web site at <http://insidetelepacific.com/legal/legal-use-intro.asp>. The AUP may be amended from time to time. If we materially change the AUP, you shall be provided the same right to notification and cancellation provided in Section 1(b) of this Agreement.

(e) **Third-Party Obligations.** You are responsible to pay any third-party vendor charges for third party vendors you retain such as retaining a vendor for installation of necessary inside wiring. Also, you are responsible to arrange for disconnection and payment of charges related to the disconnection of any related services with your current carrier(s). Disconnection of such services may not be delegated to us.

(f) **Network Security.** You acknowledge that it is your responsibility to take whatever actions you deem necessary to make your computer and voice network and circuits adequately secure from unauthorized access. You further acknowledge that we only provide telecommunications services and certain equipment to you and that we are not responsible for the security of your network and circuits from third parties, or for any damages that may result from any unauthorized access to your network. Read and follow the Fraud Guidelines provided at <http://insidetelpacific.com/legal/legal-fraud-protection.asp>. Failure to follow the steps provided may result in a greater likelihood that your network will be exposed to fraud. Also, we urge you to seek independent advice with respect to products, equipment (including configurations), and services available to make your computer network and circuits more secure from third parties.

YOU FURTHER ACKNOWLEDGE THAT NONE OF OUR EMPLOYEES, AGENTS, REPRESENTATIVES OR SUBCONTRACTORS HAS MADE, AND THEY DO NOT HAVE THE AUTHORITY TO MAKE, ANY REPRESENTATIONS CONCERNING THE SECURITY OF YOUR NETWORK OR THE SERVICES WE PROVIDE THAT ARE INCONSISTENT WITH THE STATEMENTS CONTAINED IN THIS SECTION 3(f).

4. Automatic Renewals; Terminations; Rights and Remedies

(a) This Agreement and any orders for Services submitted under it shall remain in effect until terminated as stated in this Section 4. After the Initial Term, this Agreement will automatically renew for successive periods of one year each at our rates then in effect for your Services unless either party notifies the other in writing within the last sixty (60) days of the then-current Term of the intent not to allow this Agreement to renew for a successive Term. However, after providing such notice, if you continue to use Service(s), by your continued use, you are agreeing to continue to receive and pay for Service(s) under this Agreement on a month-to-month basis. However, even after termination of this Agreement for Services ordered for the original Service Location(s) or additional Service Location(s) covered by this Agreement, the Terms and Conditions of this Agreement will automatically extend to cover any remaining Terms or Service Agreements for any additional Services to additional Service Locations which have not expired. The Term of any such additional Service Agreements shall be subject to the same automatic renewal and termination notice provisions as are contained in this Agreement. If either party gives the other party the required notice of a decision not to allow the Agreement or the Term of any additional Services to additional Service Locations to renew at the expiration of a Term, actual termination of Services will not occur until the later of the end of the then-current Term or thirty (30) days after receipt of that notification. If you elect to terminate the Agreement or any orders for Services before Services are installed and available for your use, you must do so in writing, and you shall pay to TelePacific as a pre-installation charge ("Cancellation Charge") an amount equal to: (1) the non-recurring charges applicable to the Services, even if initially waived, unless those charges have already been paid, (2) if your Services require a third party that we contract with to provide some or all of the underlying services, a charge from the third party, which as a result of your cancellation, we become obligated to pay, and (3), if this Agreement is for a Term of one year, an amount equal to three times the one month recurring charges, or, if this Agreement is for a Term of more than one year, an amount equal to six times the one month recurring charges. You agree that such a termination charge is a reasonable amount because, among other reasons, it would be difficult or impossible to calculate the exact amount of damages suffered by us if you terminate this Agreement or any orders for Services.

(b) Either party may terminate this Agreement upon thirty (30) day notice if the other party materially breaches the terms and conditions of this Agreement and the other party fails to cure the default within the 30-day period, including, but not limited to, your failure to pay our invoices for the Services by the Pay By Date. If you terminate this Agreement after our material breach, then you will be responsible only for charges for the period before the date of termination. If, however, we terminate this Agreement as a result of your material breach, or you terminate this Agreement or any Services provided to you for any reason other than our material breach, you shall pay to us a termination charge as follows:

(i) If Service Term is equal to or less than thirty-six (36) months:

(A) If the effective date of the termination occurs before the last year of the Initial or Renewal Term, we will determine the termination charge (also referred to herein as "ETF") as though you had elected an Initial Term ending within the Term year in which you terminate ("Revised Alternate Term"). For example, if you terminate in the 13th month of a three year Term, the Revised Alternate Term would be two years. We will also determine the monthly recurring charge ("MRC") that would have applied if you had chosen the Revised Alternate Term when you first selected a Term ("Default MRC"). You will then pay us a termination charge equal to: (1) the non-recurring charges for the terminated Services, even if those charges had been initially waived (only applies during Initial Term); (2) the difference between the monthly recurring charges you actually paid for the terminated Services through the effective date of termination and the Default MRCs that would have applied under a Revised Alternate Term; and (3) fifty percent (50%) of the Default MRCs for the period starting with the effective date of termination and ending on the expiration of the Revised Alternate Term. If your Services require a third party to provide some or all of the underlying services, in addition to the termination charge calculation stated above, you shall pay a charge from the third party, which as a result of your termination we become obligated to pay for the portion of your Service provided by a third party.

(B) If the effective date of the termination occurs during the last year of the Initial or Renewal Term, you will pay us a termination charge equal to: (1) The non-recurring charges for the terminated Services, even if those charges had been initially waived (only applies during Initial Term); and (2) 50% of the monthly recurring charges for the period starting with the effective date of termination and ending on the expiration of the Initial or Renewal Term.

(ii) If Service Term is greater than thirty-six (36) months, the ETF will be calculated as specified in section 4, paragraph (b) subparagraph (i) above for a termination within the first thirty-six (36) months. Thereafter, for terminations after the thirty-sixth (36th) month, the ETF will be twenty-five percent (25%) of the remaining months of MRCs.

If you terminate this Agreement or any Services provided to you for any reason other than our material breach, you shall provide us with written notice to retention@telpacific.com thirty (30) days in advance, and the effective date of the termination will be the end of that thirty (30) day notice period for purposes of determining the remaining time over which the termination charge will be calculated. If you do not give us that notice, then the effective date of termination shall be the date we terminate this Agreement. For partial months, remaining monthly recurring charges will be determined on a prorated basis.

(c) If you request that we move your Services from your current Service Location to a different Service Location, you may incur a non-recurring charge ("Move Charge"). The Move Charge may include (i) a termination charge which, as a result of your termination, we become obligated to pay to a third party provider of the underlying facilities, and (ii) installation charge at the new Service Location. Also, a new Term may apply to any Services moved to a new Service Location.

All termination charges are due and payable immediately on the effective date of termination (including the 50% of remaining monthly recurring charges), and are in addition to any monthly recurring charges, usage charges and other charges due as of effective date of termination.

You agree that each of the above termination charges is a reasonable amount to compensate us for lost MRCs and usage charges following termination. You agree because, among other reasons, it would be difficult or impossible to calculate the exact amount of such damages suffered by us if you terminate this Agreement or any orders for Services.

(d) In addition to any other recoveries we are entitled to, we shall be entitled to recover from you for undisputed payment delinquencies all of the costs we incur (including court costs and reasonable attorneys' fees) to collect any delinquent charges owed by you along with all other damages we incur as a result of your breach or other termination of this Agreement, including without limitation termination charges, past due recurring and usage charges, any damage to our equipment, any promotional credits provided to you and any amounts we have to pay to third parties because of violations by you of our AUP. Notwithstanding the foregoing, if you are determined to be the prevailing party, you shall be entitled to recover reasonable attorneys' fees and court costs.

(e) Sections 4-6 of this Agreement, inclusive of sub-sections, shall survive any termination or expiration of this Agreement.

5. Warranty Disclaimer, Limitation of Liability and Indemnity

(a) **WARRANTY DISCLAIMER.** WITHOUT LIMITING ANY EXPRESS FINANCIAL OR LIABILITY PROVISIONS PROVIDED FOR IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES UNDER THIS AGREEMENT (INCLUDING ANY SERVICE IMPLEMENTATION DELAYS/FAILURES), UNDER ANY THEORY INCLUDING WITHOUT LIMITATION TORT, CONTRACT, WARRANTY, STATUTE, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE PROVIDED. WE SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

(b) **Credit Allowances for Interruption of Service.** If an interruption or failure of Service is caused solely by us and not by you or any third party agent, carrier, vendor, employee, or representative of yours or other causes beyond our reasonable control, you may be entitled to a credit allowance not to exceed an amount equivalent to the proportionate charge to you for the affected Service for the time period from the time of your report to us of the Service interruption to the time Service is restored, not to exceed in any month, the total monthly recurring charge owed by you for the affected Service in that month. The specific service levels, related credits and steps you must take to apply for credits are available on our website at <http://insidetelapacific.com/legal/legal-sla.asp>. We shall not be liable for any act or omission of any other entity furnishing you with facilities or equipment used with the Services, nor shall we be liable for any damages or losses due in whole or in part to your fault or negligence or due in whole or in part to the failure of equipment or facilities that you provide.

(c) **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR WE SHALL BE ENTITLED TO RECEIVE PUNITIVE, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, RELIANCE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS). ACCORDINGLY, NOTWITHSTANDING THE PROVISIONS OF SUB-SECTION (a) OF THIS SECTION 5, OUR TOTAL LIABILITY UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE LESSER OF (1) YOUR PROVEN DIRECT DAMAGES, (2) THE AMOUNTS YOU PAID TO US FOR THE SERVICES DURING THE PERIOD IN WHICH ANY SERVICE-RELATED PROBLEMS WERE EXPERIENCED, OR (3) THE CREDITS AVAILABLE TO YOU UNDER OUR TARIFFED LIMITATION OF LIABILITY. THE FOREGOING LIMITATIONS APPLY TO ALL DISPUTES, CAUSES OF ACTION AND CLAIMS, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS.

(d) **Indemnification.** You will defend, indemnify and hold us harmless (including our officers, directors, employees, agents, and contractors) from any claims, liabilities, losses, damages and expenses (including reasonable attorneys' fees and costs) arising out of or relating to your use of the Services. This indemnity will not be available if the damage or loss is due to our willful or reckless acts or omissions. Subject to the limitation of liability set forth in sub-section (c) of this Section, we will defend, indemnify and hold you harmless (including your officers, directors, employees, agents, licensees or contractors) from any claims, liabilities, losses, damages and expenses (including reasonable attorneys' fees and court costs), arising out of or relating to our delivery of the Services to you. This indemnity will not be available if the damage or loss is due to your willful or reckless acts or omissions.

6. Resolution of Disputes: Binding Arbitration (Jury Trial Waiver), No Class or Representative Actions or Arbitrations

(a) **Binding Arbitration of Any and All Disputes.** By entering into this Agreement, you and we waive any right to a jury trial, or the right to have any dispute resolved in any court, and instead accept the use of binding arbitration. As used in this Agreement, "dispute" means any cause of action, claim, case, and/or controversy of any kind arising out of or in any way related to this Agreement, any amendments or addenda to this Agreement, and/or the subject matter of this Agreement.

(b) **No Class or Representative Actions or Arbitrations.** You and we expressly agree that any dispute is personal to us, and any such dispute shall only be resolved by an individual arbitration and shall not be brought as a class arbitration, a class action, or any other representative proceeding unless such agreement is not consistent with applicable state law. Neither party agrees to class arbitration, or an arbitration where a person brings a dispute as a representative of any other person or persons except where not permitted by applicable state law. Neither you nor we agree that a dispute can be brought as a class or representative action whether inside or outside of arbitration, or on behalf of any other person or persons.

(c) **The Federal Arbitration Act Applies.** This Agreement affects interstate commerce and the enforceability of Section 6 will be governed by, construed, and enforced, both procedurally and substantively, by the Federal Arbitration Act ("FAA") to the maximum extent permitted by applicable law.

(d) **Confidentiality.** The arbitrator and the parties shall maintain the confidentiality of any proceedings, including but not limited to, any and all information gathered, prepared, and presented for purposes of the arbitration or related to the dispute(s) therein. The arbitrator shall have the authority to make appropriate rulings to safeguard that confidentiality, unless the law provides to the contrary.

(e) **Arbitration Procedures.** If you and we cannot resolve between ourselves any dispute, you and we shall promptly submit the dispute to binding arbitration at the office of the American Arbitration Association ("AAA") located in the City or County of the state where the services are provided, or, if there is no AAA office at that location, then at the AAA office closest to where the services are provided. Either party may initiate arbitration by providing written demand for arbitration (with a copy to the other party), a copy of this Agreement and the administrative fee required by the commercial arbitration rules of the AAA ("AAA Rules") to the AAA. Any party paying the administrative fee may recover the fee if awarded by the arbitrator. The arbitration will be held in accordance with the AAA Rules as modified by this Agreement. The AAA Rules, and other information about the AAA and arbitration, are readily available at www.adr.org, by calling 1-800-778-7879, or by mail at 120 Broadway, Floor 21, New York, NY 10271. By entering into this Agreement, you either (1) acknowledge that you have read and understand the AAA Rules or (2) waive reading the AAA Rules and waive any claim that the current AAA Rules are unfair in any way. You and we agree that the AAA Rules shall be subject to the terms of this Agreement, changes in procedures that the AAA may make from time to time in its AAA Rules or successor rules to its AAA Rules, and the following modifications:

- (i) As limited by the FAA, the terms of this Agreement, and the applicable AAA Rules, the arbitrator will have the exclusive power and jurisdiction to make all procedural and substantive decisions concerning the dispute; provided, however, that this power shall not include: (a) the power to determine the question of arbitrability, which power you and we agree shall be vested solely in a court of competent jurisdiction; or (b) the power to conduct a class or representative action or arbitration, which is prohibited by the terms of this Agreement as stated above (Section 6(b)).
- (ii) To the maximum extent permitted by applicable law, each party shall bear the cost of preparing and presenting its case in an arbitration unless the arbitration award provides otherwise.
- (iii) One arbitrator will be appointed in accordance with the AAA rules within 30 calendar days of the submission of the demand for arbitration. The arbitrator will designate the time and place for hearings as soon as practicable after the arbitrator is appointed.
- (iv) The arbitrator's authority to grant relief shall be subject to the provisions of this Agreement, our applicable tariffs, if any, and any other applicable law. In making any award, the arbitrator will be restricted by the Limitation of Liability provisions in this Agreement (Section 5(c)), and will not be entitled to award, nor shall either party be entitled to receive, punitive, incidental, exemplary, consequential, reliance or special damages, including damages for lost profits; provided, however, that if the enforceability of any of these restrictions is limited by the applicable substantive law or by the AAA Rules, that restriction will only be enforced to the extent permitted by such law or rules.

7. Miscellaneous Provisions

(a) **Assignment and Succession.** You may not assign or transfer this Agreement without our prior written consent, which shall not be unreasonably withheld. Any unauthorized assignment or transfer shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successor and authorized assigns.

(b) **Governing Law.** With the exception that the enforceability of Section 6 is governed both procedurally and substantively by the FAA (as stated above), this Agreement shall be construed pursuant to the laws of the state where (i) the preponderance of services are provided (as determined by MRCs) and (ii) we are certificated to provide telecommunication services without regard to the conflicts of law provisions thereof.

(c) **Force Majeure.** We shall not be liable for any failure of performance of the Services due to causes beyond our control, including, but not limited to, fire, flood, electric power interruptions, national emergencies, civil disorder, acts of terrorists, network attacks, riots, strikes, lockouts, work stoppages, Acts of God, or any law, regulation, directive, or order of the United States government, or any other governmental agency, including state and local governments having jurisdiction over us or the Services provided hereunder.

(d) **Entire Agreement and Modifications.** This Agreement and all other documents specifically referred to in this Agreement constitute the entire and final agreement and understanding between you and us with respect to the subject matter of this Agreement and supersede all prior agreements relating to such subject matter, which are of no further force or effect. Any and all exhibits referred to in this Agreement are integral parts of this Agreement and are made a part of this Agreement. This Agreement may only be modified or supplemented by an instrument in writing executed by both your and our duly authorized representatives or by a written notice of change pursuant to Section 1(b) hereof.

(e) **Severability.** If any provision of this Agreement is held to be invalid or unenforceable by a court or administrative agency with jurisdiction over the Services, such provision shall be deemed amended to the minimum extent necessary to render it enforceable.

(f) **Headings.** The headings used in this Agreement are for convenience only and do not in any way limit or otherwise affect the meaning of any of the terms.

(g) **Waiver.** Under no circumstances shall either party's failure to enforce any provision of this Agreement in any particular instance be construed as a waiver of that provision.

(h) **Notices.** All notices from you to us must be in writing and delivered by certified mail, return receipt requested or by Federal Express or other similar expedited delivery service to: U.S. TelePacific Corp., Attn: General Counsel, 515 S. Flower Street, 47th Floor, Los Angeles, CA 90071-2201. If you are notifying us that you do not wish to renew Services, your written notice may be by a letter delivered in that manner or by an email to: retention@telepacific.com.

(i) **Limitation on Actions.** Any legal action (including but not limited to arbitration) arising in connection with this Agreement must be commenced within two (2) years after the cause of action arises.

8. Service Guarantee

Notwithstanding anything to the contrary contained in this Agreement, you may terminate this Agreement without any further obligation if the Services we provide are not substantially performing up to industry standards during the first

ninety (90) days the Services are available for your use. If you elect to terminate the Agreement pursuant to this guarantee, we will reimburse you for all reasonable costs you incurred to re-establish service with another service provider not to exceed the amount that you paid to us for installation of the Services. This Service Guarantee only applies if: (a) the cause of the Service deficiency was within our reasonable control; (b) you ordered at least the amount of Services that we recommended to meet your traffic volumes; (c) you give us written notice of the deficiency within the first ninety (90) days after we notified you the Services are available for your use, and (d) we fail to correct the Service deficiency within fifteen (15) days after receiving written notice from you of the deficiency.

TelePacific AUP

<http://insidetelepacific.com/legal/legal-use-intro.asp>

**Amendment No. 1
to
Service Provider Agreement**

This Amendment No. 1 ("**Amendment**") to the Service Provider Agreement dated September 30, 2016 (the "**Agreement**") between VeloCloud Networks, LLC, a Delaware limited liability company (successor-in-interest to VeloCloud Networks, Inc., a Delaware corporation) ("**VeloCloud**") and US TelePacific Corp., a California corporation, on behalf of itself and its operating affiliates d/b/a TPx Communications (formerly d/b/a TelePacific Communications) ("**Service Provider**"). This Amendment is effective as of the date of the last signature below. All capitalized terms used in this Amendment and not defined herein shall have the meanings assigned to them in the Agreement.

The parties now wish to amend the Agreement as set forth herein:

1. "Section 5.2 Prices" is hereby deleted in its entirety and replaced with the following:

"5.2 Prices. Service Provider shall pay VeloCloud the fees for the Products and Support, on a unit or per-Licensed Software subscription basis, for each Product's applicable license term, as set forth in Exhibit C. Prices do not include shipping, insurance handling, sales, use, VAT, excise, export, withholding, or similar taxes or fees, which amounts shall be paid by Service Provider. Upon sixty (60) days prior written notice to Service Provider, VeloCloud may: (a) revise the price list utilized for the discount tiers listed in Exhibit C, Section I(B) and Section III, and/or (b) increase prices in Exhibit C Table C.1 by no greater than five percent (5%). Any revision to pricing will apply to Orders received by VeloCloud after the effective date of the revision, unless a later date is indicated by VeloCloud. Except as otherwise provided herein, pricing for term-based Products purchased, rented or leased by Service Provider prior to the effective date of any price revision shall not be subject to such price revision until the renewal of their next license term."

2. "Section 5.3 License Terms; Renewal" is hereby deleted in its entirety and replaced with the following:

"5.3 License Terms and Renewal; Rental Equipment.

5.3.1 License Terms and Renewal. The start date for the term of each Licensed Software subscription purchased by Service Provider shall be the earlier of (i) the date the Service Provider notifies VeloCloud that the Licensed Software has been activated by the End User, or (ii) no later than ninety (90) days of the date of shipment of the Software License activation information ("VSP Service Activation Date"). Notwithstanding the VSP Service Activation Date, VeloCloud will invoice Service Provider for all purchased Licensed Software subscriptions upon shipment to Service Provider, and Service Provider shall pay all invoices pursuant to Section 5.5.

The initial license term for the Products listed in Exhibit C, Table C.1 shall be three (3) years from the Service Activation Date, and will automatically renew at the original price for a three (3) year renewal term, provided that such renewal occurs on or before September 30, 2021. Renewals of Products purchased pursuant to Exhibit C, Table C.1: (i) occurring on or after October 1, 2021, or (ii) which do not comply with the terms and conditions of Exhibit C, Section I(A), will be priced pursuant to Exhibit C, Section III. Notwithstanding the preceding sentences, 1Gbps Licensed Software subscriptions purchased pursuant to Exhibit C, Table C.1, may be converted by Service Provider to perpetual licenses at the end of their initial license term, provided that: (a) Service Provider notifies VeloCloud at least ninety (90) days prior to the end of the initial license term of its decision to convert such license(s), and (b) Service Provider has paid to VeloCloud the conversion price for each Licensed Software subscription as provided in Exhibit C, Table C.1.

5.3.2 Rental Equipment. All leased or rented Equipment ("Rental Equipment") provided by VeloCloud to Service Provider under this Agreement is owned by VeloCloud. At the end of the applicable license term for which the Equipment has been provided, Service Provider shall return the Rental Equipment to VeloCloud at Service Provider's expense. All Rental Equipment must be returned in good operating condition, subject to normal wear and tear. If any Rental Equipment is not received by VeloCloud within ninety (90) days after the end of the applicable license term (the "Return Period"); Customer agrees to pay VeloCloud the percentage of the list price of the Rental Equipment outlined in the table below

(calculated as the list price of the Rental Equipment on the date it was originally shipped to Service Provider). All payments under this Section 5.3.2 are due net forty-five (45) days from receipt of invoice.

License Term Price	Percentage of VeloCloud Then-Current List
≤ 12 months	55%
> 12 months	35%

Notwithstanding the foregoing, if the license term is three (3) years or longer, in lieu of returning the Rental Equipment, during the Return Period Service Provider may provide written notice to VeloCloud of its decision to destroy and/or recycle the Rental Equipment in accordance with local regulations or laws, in which case Service Provider shall ensure the Rental Equipment is not donated, reused, deployed or in any way used by Service Provider or a third party. For the avoidance of doubt, the Products purchased pursuant to Exhibit C Table C.1 may not be leased or rented."

3. Section 12.3(i)(a) of the Agreement is hereby deleted and replaced with the following:

"(i) (a) Service Provider converts all current, non-perpetual, term licenses to perpetual licenses at the applicable conversion rates as provided in Exhibit C, Section I(A)."

4. Section 12.3(ii)(b) of the Agreement is hereby deleted and replaced with the following:

"(ii) (b) Service Provider has met or exceeded and remitted payment for all Volume Commitments as required in Exhibit C, Section II."

5. Exhibit C is hereby deleted in its entirety and replaced with the attached Exhibit C.

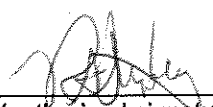
6. Except as set forth in this Amendment, the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment by their respective duly authorized representatives.

US TELEPACIFIC CORP., a California corporation

VELOCLOUD NETWORKS, LLC,
a Delaware limited liability company

By:


(authorized signature)

Name:

RASHID

Title:

EVP-Wholesale Engg (Ops)

Date:

9/12/19

By:

Katherine Haynes

(authorized signature)

Name:

Katherine Haynes

Title:

Contracts Administrator

Date:

Sep 18, 2019

Approved by TPx Legal

77 09/10/19

Approved by Connie Chung

Exhibit C Special Pricing; Volume Commitments; Product Discount Tiers

All defined terms shall have the meaning ascribed to them in the Agreement. Additional definitions are provided in Section IV of this Exhibit C.

I. Special Pricing

Special pricing will be valid for Products purchased by Service Provider for the period of time beginning on the Effective Date of Amendment No. 1 and ending on September 30, 2021 ("Special Pricing Term"). The pricing in this Section 1 applies only to the Products purchased by Service Provider during the Special Pricing Term.

A. Special Pricing for Defined Products

During the Special Pricing Term, Service Provider may purchase the Products defined in Table C.1 at their associated prices, subject to the Special Pricing for Defined Products Terms and Conditions stated below Table C.1.

Table C.1 – Special Pricing for Defined Products

Payment Frequency	Product Name/Description	Special Price
Prepaid	Hardware Edge 520 (or equivalent)	\$445 (Until September 30, 2019) \$425 (Beginning October 1, 2019)
	Hardware Edge 640	\$980 (Until September 30, 2019) \$945 (Beginning October 1, 2019)
	Hardware Edge 840	\$2,020.00
	100 Mbps or 200 Mbps One-Time VNF Activation Fee	\$260.00
	1 Gbps One-Time VNF Activation Fee	\$1,260.00
	*100 Mbps Licensed Software Subscription Conversion to Perpetual License	**\$865
	*200 Mbps Licensed Software Subscription Conversion to Perpetual License	**\$1,500
	*1 Gbps Licensed Software Subscription Conversion to Perpetual License	***\$6,500
	*100 Mbps or 200 Mbps Recurring Licensed Software Support	**\$104
	*1 Gbps Recurring Licensed Software Support	***\$780
Annual or Upfront	100 Mbps or 200 Mbps Licensed Software Subscription	\$969.00
	1 Gbps Licensed Software Subscription	\$7,280.00
Monthly	100 Mbps or 200 Mbps Licensed Software Subscription	\$1,017.00
	1 Gbps Licensed Software Subscription	\$7,641.00
	100 Mbps or 200 Mbps One-Time VNF Activation Fee	\$261.00
	1 Gbps One-Time VNF Activation Fee	\$1,314.00

*Limited to the 1 Gbps Licensed Software subscription while the Agreement is in effect. Upon Agreement termination and subject to the terms of the Agreement, Service Provider may elect to convert all Licensed Software
VeloCloud Networks, LLC CONFIDENTIAL

Subscriptions which are not already perpetual and were purchased under the terms of the Special Product Pricing above, provided that so long as Service Provider continues to use the perpetually Licensed Software: a) Service Provider purchases recurring, prepaid Licensed Software Support for three (3) years at a time at the pricing in Table C.1 above, and b) Service Provider does not add any new hardware or software.

****This Licensed Software subscription cannot convert to a perpetual license unless the Agreement is terminated.**

*****1 Gbps Licensed Software subscription may, pursuant to Section 5.3 of the Agreement, be converted to perpetual licenses after the initial license term even if the Agreement remains in effect.**

Table C.1 Special Pricing for Defined Products Terms and Conditions:

1. Licensed Software includes VeloCloud Premium Edition (or equivalent), hosted or software orchestrator, software gateways, and Basic (or equivalent – defined here: <https://www.vmware.com/support/services/basic.html>) backline support (L3-4).
2. Licensed Software Subscriptions are three (3) year term licenses (some with a perpetual option), paid pursuant to the terms of the Agreement.
3. Unless otherwise expressly provided herein, Licensed Software Support and Maintenance is for a term of three (3) years, paid pursuant to the terms of the Agreement.
4. Licensed Software Subscriptions can be used on either VeloCloud hardware or 3rd Party OTS x.86 hardware.
5. Service Provider agrees to pay a one-time VNF activation fee per non-VeloCloud device using the VeloCloud Edge Licensed Software.
6. Redundant deployments leveraging Special Product Pricing require the purchase of two (2) Licensed Software Subscriptions (primary and secondary).
7. Special Pricing for Defined Products is available for both new and renewal orders that meet these terms and conditions.

B. Special Pricing for All Other Products

During the Special Pricing Term, if Service Provider elects to purchase Products not included in Table C.1 above, Service Provider will receive a discount off VeloCloud's current list price for those Products, as provided in Table C.1(a). All Products purchased under this Section I(B) are subject to the Special Pricing for All Other Products Terms and Conditions as stated below Table C.1.(a).

Description	Discount
VeloCloud Product with a Licensed Software subscription term of less than three (3) years	35%
VeloCloud Product with a Licensed Software subscription term of three (3) or more years OR Product which does not require a Licensed Software subscription (i.e. cold spares, accessory kits, etc.)	46%

Table C.1(a) – Special Pricing for All Other Products

Table C.1(a) Special Pricing for All Other Products Terms and Conditions:

1. Licensed Software Subscriptions purchased pursuant to Table C.1(a) will not be eligible for conversion to perpetual licenses.

2. On each Purchase Order, Service Provider agrees to include the following information for Service Providers' end-customer(s): (1) name (2) address (3) VeloCloud Edge model(s) sold, (4) throughput combination(s) sold, (5) VCO consumption model, (6) VCG consumption model, (7) service type, (8) subscription term, and (9) Purchase Order number OR instead of providing end-customer information on a Purchase Order Service Provider will submit a monthly point of sale report detailing end-customer information for edges allocated or deployed.
3. Service Provider understands that for acceptance and shipment, all Purchase Order(s) remitted must cover the total contract value for Products (including cost for the full term of the Licensed Software subscription term) and that minimum 25% of the order must ship within 90 days and the remainder of the order within 12 months of Purchase Order acceptance.
4. Service Provider shall use the price list in effect on the day a Purchase Order is accepted for all Product purchases.
5. Service Provider agrees to provide a non-binding quarterly shipping forecast, with the first forecast provided within 30 days of the Effective Date of Amendment No. 1.

II. Volume Commitment and Schedule.

During the Special Pricing Term, Service Provider agrees to purchase the Products pursuant to the Volume Commitments listed in Table C.2.

Table C.2 – Volume Commitment and Schedule

Product	Committed Order Quantities		
	2016/2017	2018	Combined Total
VCG, VGO, Edge VNF SW & Support (at 100 Mbps service level minimum) – Committed Order Quantity Each	6000	3000	9000
VCE520 or Equivalent Hardware CPE – Committed Order Quantity Each	6000	3000	9000
VNF Fee One-Time Activation – Committed Order Quantity Each	0	0	0

*Service Provider has the option of either purchasing the VNF or replacing the VNF with VeloCloud hardware

- Support is calculated at twelve percent (12%) of the Table C.1 pricing for VCG, VGP, Edge VNF Software
- Per Table C.1, a One-Time VNF Activation Fee applies in order to activate Edge Software
- VNFs on non-VeloCloud 3rd party hardware
- Service Provider agrees to place Orders at the start of each quarter with all hardware/software units shipped and activated pursuant to Section 5.3
- For the avoidance of doubt, Table C.2 is the number of units and purchase schedule of software, hardware and support that Service Provider is obligated to purchase under this Agreement.

III. Product Discount Tiers

As of October 1, 2021, discount tiers for the Products shall be as provided in Table C.3 below, unless the Agreement is terminated earlier or not renewed. Pricing for Products is pursuant to VeloCloud's price list, provided as a separate document or made available through VeloCloud's online partner portal. Discount tiers for Product pricing are based upon partner level, deal registration, product term and payment terms.

The discount tiers in the table below shall apply based on the cumulative Annual Payments. "Cumulative Annual Payments" shall mean the total amount of payments that Service Provider made to VeloCloud within the prior rolling 12-month period. Upon the attainment (or adjustment) of any discount tier, such discount will apply to any new Orders. For the sake of clarity, once a higher discount tier has been attained, such discount tier shall apply for at least one 12-month period.

Table C.3 – Product Discount Tiers

Cumulative Annual Payments to Velocloud per 12 month rolling period	Discount Tier
\$0 - \$5M	30%
\$5M - \$10M	35%
\$10M - \$15M	40%
\$15M - \$20M	45%
>\$20M	50%

An additional three percent (3%) discount for Products will be added for three (3) or five (5) year Licensed Software subscription terms.

IV. Definitions.

Additional definitions and abbreviations used in Exhibit C include:

HW: Hardware
SW: Software
VNF: Virtual Network Function
VCO: VeloCloud Orchestrator
VCG: VeloCloud Gateway
VCE: VeloCloud Edge
CPE: Customer Premises Equipment (aka the Edge)

**Amendment No. 2
to the
Service Provider Agreement**

This Amendment No. 2 ("**Amendment No. 2**") amends that certain Service Provider Agreement dated September 30, 2016 ("**SPA**"), as amended by that certain Amendment No. 1 dated September 18, 2019 ("**Amendment No. 1**") (collectively, the "**Agreement**") between VeloCloud Networks, LLC, a Delaware limited liability company (successor-in-interest to VeloCloud Networks, Inc., a Delaware corporation) ("**VeloCloud**") and U.S. TelePacific Corp., a California corporation, on behalf of itself and its operating affiliates d/b/a TPx Communications (formerly d/b/a TelePacific Communications) ("**Service Provider**"). This Amendment No. 2 is effective as of the date of the last signature below. All capitalized terms used in this Amendment No. 2 and not defined herein shall have the meanings assigned to them in the Agreement.

The parties now wish to amend the Agreement as set forth herein:

1. As of the Effective Date of this Amendment No. 2, Exhibit E, attached hereto, is incorporated herein by this reference.
2. As of the Effective Date of this Amendment No. 2, Table C.1 – Special Pricing for Defined Products attached to Amendment No. 1 is hereby replaced and superseded with Table E-1 in Exhibit E attached to this Amendment No. 2.
3. As of the Effective Date of this Amendment No. 2, the following is added as the third full sentence to Section 5.1 (Purchase Orders) of the SPA:

"Service Provider may purchase Edge devices separately without purchasing the associated Licensed Software for such Edge device(s)."

4. As of the Effective Date of this Amendment No. 2, the following language is hereby added to the amended Section 5.3.1 set forth in Amendment No. 1:

5.3.1 For clarification, the length of any License Term of any subscription License ("**Subscription License**") that is renewed under amended Section 5.3 set forth in Amendment No. 1 ("**Renewal License Term**") shall be three (3) years, unless otherwise agreed by the parties in writing.

5. As of the Effective Date of this Amendment No. 2, the last paragraph of "Section 12.3 Termination; Conversion of Licenses" of the SPA is hereby replaced and superseded with the following paragraphs:
 - The parties agree that Customer will have the option to convert Subscription Licenses to perpetual Licenses ("**Perpetual Licenses**"), conditional on the following: (i) Service Provider pays a conversion fee for conversion of all Subscription Licenses to Perpetual Licenses (the "**Conversion Fee**"); and (ii) all Subscription Licenses that are converted to Perpetual Licenses are covered under a paid support and services agreement ("**Support Agreement**"). The commercial terms for conversion of Subscription Licenses to Perpetual Licenses, including the Conversion Fee and the initial Support Agreement fees and any subsequent renewals of the Support Agreement required hereunder are set forth in Exhibit E attached to Amendment No. 2. The Conversion Fee will also include the cost of Perpetual Licenses and access to the Orchestrator Service, which service shall co-terminate upon the later of: (i) the end of the initial support and services period ("**Support Period**"); or (ii) any subsequent Support Period renewal term(s).
 - For any Licensed Software: (1) that has been deployed on an Edge for an End User and (2) which Service Provider has converted from a Subscription License to a Perpetual License, then upon expiration of the original subscription Term of the deployed Edge, Service Provider may transfer such Perpetual Licenses from one End User to a different End User or within the same End User, with such transfer limited to only the North America Region. Service Provider shall pay the difference in License fees associated with any upgrades, if applicable. In the event of any transfer, Service Provider shall provide notice to VeloCloud's Order Management and Accounting Teams at: velo-omteam@vmware.com and velo-accounting@vmware.com.
 - For any Licensed Software on a Deployed Edge which Service Provider has converted from a Subscription License to a Perpetual License, Service Provider may use the Licensed Software on different Edge devices, provided Service Provider acknowledges that any transfer or use is subject to the

- limitations of such Edge device. Service Provider may only use the Licensed Software on Edges provided by VeloCloud. Service Provider may not use the Licensed Software on any other device (including uCPE purchased by Service Provider separately) unless Service Provider pays the fees associated with such use on other devices in accordance with the terms of the Agreement.
- For clarity, Service Provider may purchase Edge devices separately without purchasing the associated Licensed Software for such Edge device.

6. Unless otherwise modified herein, the remaining terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment No. 2, including the Agreement, the terms of this Amendment No. 2 shall control. The Agreement and this Amendment No. 2 may not be modified or rescinded except as mutually agreed to by the parties in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 through their respective duly authorized representatives, effective as of the last date of signature hereof.

VELOCLOUD:

VeloCloud Networks, LLC,
a Delaware limited liability company

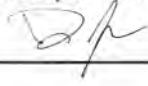
By: _____

Name: _____

Title: _____

SERVICE PROVIDER:

U.S. TelePacific Corp.,
a California corporation

By:  _____

Name: Don Joos

Title: Chief Executive Officer

Approved by TPx Legal
27 01/29/2021

**EXHIBIT E
COMMERCIAL TERMS FOR RENEWAL AND CONVERSION
OF TERM LICENSES TO PERPETUAL LICENSES**

1. Number of Edges and Licenses; Conversion of Licenses.

1.1. VeloCloud's records indicate that:

- Service Provider has 12,143 remaining Edges that it previously purchased.
- Service Provider has subscriptions for 12,143 Edge software licenses and has also purchased subscription licenses for associated Gateways (together "**Subscription Licenses**") which will expire by December 31, 2023 (the "**Deployed Edges**").
- Service Provider has also purchased the Orchestrator Service for the Deployed Edges.

1.2. The parties agree that Service Provider may convert the following eligible Subscription Licenses for Deployed Edges purchased under the Agreement to Perpetual Licenses: (i) 100Mbps, (ii) 200Mbps, (iii) *400Mbps, (iv) 500Mbps, (v) 1Gbps; and (vi) 2Gbps as further set forth in Section 2, below. (*The 400Mbps SKU is end of life.)

2. Renewal Terms and Terms for Conversion of Licenses.

2.1. By January 29, 2021, Service Provider will submit an Order to VeloCloud for **\$16,166,697.00 ("Renewal Fee")**, which is the fee to renew the above 12,143 Subscription Licenses based on a maximum cost of a three (3) -year Renewal License Term for all such Subscription Licenses. Such Renewal Fee shall be invoiced by VeloCloud in accordance with the billing schedule attached hereto as **Schedule 2**, as specified in Section 2.6 below. Notwithstanding anything to the contrary set forth in the Agreement, these Renewal Licenses will co-term on December 31, 2025.

2.2. Subscription Licenses for the Deployed Edges which will expire between January 1, 2021, through December 31, 2025, will convert to Perpetual Licenses upon expiration of their renewal terms on December 31, 2025, as provided in Section 2.1 above. As of the December 31, 2025 expiration date, Service Provider will: (1) convert the renewed Subscription Licenses to Perpetual Licenses with a Conversion Fee of \$41.18 for a total of \$500,000.00 in fees (with the fee based on 12,143 Subscription Licenses; the per License Conversion Fee may increase if fewer licenses are converted, but in no event will the total conversion fees exceed \$500,000); and (2) pay the Support Agreement fees for a three-year term up front based on the Prepaid pricing set forth in Table E-1 below, with both the Conversion Fee and Support Agreement fees to be invoiced as of the expiration date.

2.3. Software support services for the Deployed Edges shall continue through the end of the Renewal License Term and co-terminate on December 31, 2025. Thereafter, Software support services for the Deployed Edges may be renewed by Service Provider for additional three (3) year periods at the then-current price. However, if Service Provider does not renew Software support services for the Deployed Edges after conversion of the Software to Perpetual Licenses, it will no longer have access to the hosted Orchestrator Service.

2.4. Thereafter, Service Provider may convert any eligible licenses purchased or activated between January 1, 2021, and September 30, 2021, according to the pricing in Table E-1 below and subject to the Terms and Conditions as stated below in Table E-1.

2.5. Any Software purchased under this Agreement will have reached its End of Sale ("EOS") on the date after which VeloCloud is no longer accepting orders for the Software and will have reached its End of Support Life ("EOSL") when it is no longer generally supported by VeloCloud. VeloCloud will provide support for the Perpetual Licenses purchased by Service Provider after either EOS or EOSL for five (5) years (the "Support Period") starting from the earlier of the EOS or EOSL date if: (1) Service Provider purchases the appropriate software Support Agreement; and (2) Service Provider maintains the most recent and/or appropriate Software version during the Support Period (which version will remain available during the Support Period).

2.6. The parties agree to use best efforts to negotiate and execute a new Service Provider Agreement prior to expiration of the existing Agreement.

- 2.6** Service Provider shall pay those invoices associated to TPx as set forth in Schedule 1, attached hereto and incorporated herein by reference.
- 2.7** Service Provider shall pay invoices associated with the Agreement (as hereby amended) according to the billing schedule attached hereto as Schedule 2, and as follows: (i) payments for amounts identified in bold (and/or red)-type font in the billing schedule shall be invoiced to Service Provider and applied by VeloCloud to the Renewal Fee; and (ii) payments for amounts identified in non-bold type font in the billing schedule shall be invoiced to Service Provider and applied by VeloCloud to all planned or future charges applicable to the original terms of the Subscription Licenses under the Agreement. In addition, VeloCloud covenants and agrees that no other invoices shall be issued nor fees charged with respect to the original terms of the Subscription Licenses.
- 2.8** Schedule 2 represents all invoices that will be owed by Service Provider (including but not limited to the Renewal Fees and payment of the existing Licenses) under this Amendment 2. This schedule does not include any unbilled payments incurred by Service Provider prior to 2021 that are in dispute, where the outcome of such dispute shall in no way encumber any purchase order issued in response to the invoices due under this Amendment 2.

3. Pricing

Table E-1 Special Pricing for Defined Products

Payment Frequency	Product Name/Description	Special Price
Prepaid	Hardware Edge 520 (or equivalent)	\$445.00 (Until September 30, 2021) \$425.00 (Beginning October 1, 2021)
	Hardware Edge 540	\$980.00 (Until September 30, 2021) \$945.00 (Beginning October 1, 2021)
	Hardware Edge 840	\$2,020.00
	100 Mbps or 200 Mbps One-Time VNF Activation Fee	\$250.00
	1 Gbps One-Time VNF Activation Fee	\$1,250.00
	*100 Mbps Subscription License Conversion to Perpetual License	**\$865.00
	*200 Mbps Subscription License Conversion to Perpetual License	**\$1,500.00
	*500 Mbps Subscription License Conversion to Perpetual License	**\$3,326.00
	*1 Gbps Subscription License Conversion to Perpetual License	***\$6,500.00
	*2 Gbps Subscription License Conversion to Perpetual License	**\$6,955.00
	*100 Mbps or 200 Mbps Recurring Licensed Software Support	**\$104.00
	*500Mbps Recurring Licensed Software Support	**\$369.60
	*1 Gbps Recurring Licensed Software Support	***\$780.00
	*2Gbps Recurring Licensed Software Support	**\$839.40

Annual or Upfront	100 Mbps or 200 Mbps Subscription License	\$969.00
	500 Mbps Subscription License	\$3,326.00
	1 Gbps Subscription License	\$7,280.00
	2 Gbps Subscription License	\$6,955.00
Monthly	100 Mbps or 200 Mbps Subscription License	\$1017.00
	500 Mbps Subscription License	\$3,696.00
	1 Gbps Subscription License	\$7,641.00
	2 Gbps Subscription License	\$7,727.50
	100 Mbps or 200 Mbps One-Time VNF Activation Fee	\$261.00
	1 Gbps One-Time VNF Activation Fee	\$1,314.00

*Limited to the 1 Gbps Subscription License while the Agreement is in effect. Upon the agreement of the Parties, Service Provider may elect to convert Subscription Licenses which are not already perpetual and were purchased under the terms of the above Special Product Pricing to Perpetual Licenses, provided that so long as Service Provider continues to use the perpetual Licensed Software: a) it may purchase recurring, prepaid Licensed Software Support for a term(s) of three (3) years at a time, provided that if Service Provider does not renew Software support services for the 1 Gbps Subscription License after conversion of such License(s), it will no longer have access to the hosted Orchestrator Service; and b) it must not add any new hardware or software to the Edges (Service Provider may only use Licensed Software on Equipment provided by VeloCloud).

**This Subscription License cannot be automatically converted to a Perpetual License unless agreed between the parties. For avoidance of doubt, Service Provider may convert certain Subscription Licenses as set forth in Sections 1 and 2 above.

***1 Gbps Subscription Licenses may, pursuant to Section 6.3 of the PSA, be converted to Perpetual Licenses upon the agreement of the parties.

3.1 Terms and Conditions for Table E-1 Special Pricing for Defined Products

Licensed Software includes VeloCloud Premium Edition (or equivalent), hosted or software orchestrator, software gateways, and Basic (or equivalent – defined here: <https://www.vmware.com/support/services/basic.html>) backline support (L3-4).

1. Subscription Licenses are three (3) year term licenses (some with a perpetual option), paid pursuant to the terms of the Agreement.
2. Unless otherwise expressly provided herein, Licensed Software Support and Maintenance is for a term of three (3) years, paid pursuant to the terms of the Agreement.
3. Subscription Licenses can be used on either VeloCloud hardware or 3rd Party OTS x.86 hardware.
4. Service Provider agrees to pay a one-time VNF activation fee per non-VeloCloud device using the VeloCloud Edge Licensed Software.
5. Redundant deployments leveraging Special Product Pricing require the purchase of two (2) Subscription Licenses (primary and secondary).
6. Special Pricing for Defined Products is available for both new and renewal orders that meet these terms and conditions.

SCHEDULE 1
Invoices for Customer
CU338 TPx (TelePacific Communications)

Transaction Type	Date	Accounting Period	Document Number	Quote Number	P.O. No.	Contract Term (months)	Billing Cycle	Terms	Age	Date Due	Original Amount	Amount Due
Invoice	1/31/2020	P12 2020	INV53885	V00014257	50455 (Ref. V00014257)	36	Monthly	Net 30	333	3/1/2020	\$1,837.92	\$1,837.92
Invoice	2/2/2020	P01 2021	INV54465	V00014257	50455 (Ref. V00014257)	36	Monthly	Net 45	316	3/18/2020	\$3,675.83	\$3,675.83
Invoice	2/9/2020	P01 2021	INV54617	V00014257	50455 (Ref. V00014257)	36	Monthly	Net 45	309	3/25/2020	\$19,866.67	\$19,866.67
Invoice	2/23/2020	P01 2021	INV68818	V00014257	50455 (Ref. V00014257)	36	Monthly	Net 30	310	3/24/2020	\$1,837.92	\$1,837.92
Invoice	3/27/2020	P02 2021	INV75263	V00014257	50455 (Ref. V00014257)	36	Monthly	Net 45	262	5/11/2020	\$19,866.82	\$19,866.82
Invoice	3/27/2020	P02 2021	INV75264	V00014257	50455 (Ref. V00014257)	36	Monthly	Net 45	262	5/11/2020	\$3,675.86	\$3,675.86
Invoice	3/27/2020	P02 2021	INV75267	V00014257	50455 (Ref. V00014257)	36	Monthly	Net 45	262	5/11/2020	\$19,866.82	\$19,866.82
Invoice	3/27/2020	P02 2021	INV75268	V00014257	50455 (Ref. V00014257)	36	Monthly	Net 45	262	5/11/2020	\$3,675.86	\$3,675.86
Invoice	3/27/2020	P02 2021	INV75272	V00014257	50455 (Ref. V00014257)	36	Monthly	Net 45	262	5/11/2020	\$19,866.82	\$19,866.82
Invoice	3/27/2020	P02 2021	INV75273	V00014257	50455 (Ref. V00014257)	36	Monthly	Net 45	262	5/11/2020	\$3,675.86	\$3,675.86
Invoice	3/27/2020	P02 2021	INV75317	V00014257	50455 (Ref. V00014257)	36	Monthly	Net 45	262	5/11/2020	\$1,837.93	\$1,837.93
Invoice	4/4/2020	P03 2021	INV76293	V00014257	50455 (Ref. V00014257)	36	Monthly	Net 45	254	5/19/2020	\$3,675.86	\$3,675.86
Invoice	4/11/2020	P03 2021	INV77154	V00014257	50455 (Ref. V00014257)	36	Monthly	Net 45	247	5/26/2020	\$19,866.82	\$19,866.82
Invoice	4/24/2020	P03 2021	INV78843	V00014257	50455 (Ref. V00014257)	36	Monthly	Net 45	234	6/8/2020	\$1,837.93	\$1,837.93
Invoice	5/4/2020	P04 2021	INV80870	V00014257	50455 (Ref. V00014257)	36	Monthly	Net 45	224	6/18/2020	\$3,675.86	\$3,675.86
Invoice	5/11/2020	P04 2021	INV81712	V00014257	50455 (Ref. V00014257)	36	Monthly	Net 45	217	6/25/2020	\$19,866.82	\$19,866.82
Invoice	5/24/2020	P04 2021	INV83668	V00014257	50455 (Ref. V00014257)	36	Monthly	Net 45	204	7/8/2020	\$1,837.93	\$1,837.93
Invoice	6/4/2020	P05 2021	INV85239	V00014257	50455 (Ref. V00014257)	36	Monthly	Net 45	193	7/19/2020	\$3,675.86	\$3,675.86
Invoice	6/11/2020	P05 2021	INV86102	V00014257	50455 (Ref. V00014257)	36	Monthly	Net 45	186	7/26/2020	\$19,866.82	\$19,866.82
Invoice	6/24/2020	P05 2021	INV87793	V00014257	50455 (Ref. V00014257)	36	Monthly	Net 45	173	8/8/2020	\$1,837.93	\$1,837.93
Invoice	7/4/2020	P06 2021	INV89287	V00014257	50455 (Ref. V00014257)	36	Monthly	Net 45	163	8/18/2020	\$3,675.86	\$3,675.86
Invoice	7/11/2020	P06 2021	INV90189	V00014257	50455 (Ref. V00014257)	36	Monthly	Net 45	156	8/25/2020	\$19,866.82	\$19,866.82
Invoice	7/24/2020	P06 2021	INV92243	V00014257	50455 (Ref. V00014257)	36	Monthly	Net 45	143	9/7/2020	\$1,837.93	\$1,837.93
Invoice	8/4/2020	P07 2021	INV93752	V00014257	50455 (Ref. V00014257)	36	Monthly	Net 45	132	9/18/2020	\$3,675.86	\$3,675.86
Invoice	8/11/2020	P07 2021	INV94681	V00014257	50455 (Ref. V00014257)	36	Monthly	Net 45	125	9/25/2020	\$19,866.82	\$19,866.82
Invoice	8/24/2020	P07 2021	INV96620	V00014257	50455 (Ref. V00014257)	36	Monthly	Net 45	112	10/8/2020	\$1,837.93	\$1,837.93
Invoice	9/4/2020	P08 2021	INV98069	V00014257	50455 (Ref. V00014257)	36	Monthly	Net 45	101	10/19/2020	\$3,675.86	\$3,675.86
Invoice	9/11/2020	P08 2021	INV99005	V00014257	50455 (Ref. V00014257)	36	Monthly	Net 45	94	10/26/2020	\$19,866.82	\$19,866.82
Invoice	9/24/2020	P08 2021	INV101036	V00014257	50455 (Ref. V00014257)	36	Monthly	Net 45	81	11/8/2020	\$1,837.93	\$1,837.93
Invoice	9/25/2020	P08 2021	INV47135	V00012900	50252	36	Annual	Net 45	80	11/9/2020	\$255,695.00	\$255,695.00

Invoice	10/4/2020	P09 2021	INV102442	V00014257	50455 (Ref. V00014257)	36	Monthly	Net 45	71	11/18/2020	\$3,675.86	\$3,675.86
Invoice	10/11/2020	P09 2021	INV103401	V00014257	50455 (Ref. V00014257)	36	Monthly	Net 45	64	11/25/2020	\$19,866.82	\$19,866.82
Invoice	10/24/2020	P09 2021	INV105396	V00014257	50455 (Ref. V00014257)	36	Monthly	Net 45	51	12/8/2020	\$1,837.93	\$1,837.93
Invoice	11/4/2020	P10 2021	INV106986	V00014257	50455 (Ref. V00014257)	36	Monthly	Net 45	40	12/19/2020	\$3,675.86	\$3,675.86
Invoice	11/11/2020	P10 2021	INV107980	V00014257	50455 (Ref. V00014257)	36	Monthly	Net 45	33	12/26/2020	\$19,866.82	\$19,866.82
Invoice	11/24/2020	P10 2021	INV110144	V00014257	50455 (Ref. V00014257)	36	Monthly	Net 45	20	1/8/2021	\$1,837.93	\$1,837.93
Invoice	12/4/2020	P11 2021	INV111634	V00014257	50455 (Ref. V00014257)	36	Monthly	Net 45	10	1/18/2021	\$3,675.86	\$3,675.86
Invoice	12/9/2020	P11 2021	INV112417	V00015309	50566 (Ref. V00015309)	36	Monthly	Net 45	5	1/23/2021	\$8,593.40	\$8,593.40
Invoice	12/11/2020	P11 2021	INV112900	V00014257	50455 (Ref. V00014257)	36	Monthly	Net 45	3	1/25/2021	\$19,866.82	\$19,866.82
Invoice	12/15/2020	P11 2021	INV113692	V00015309	50566 (Ref. V00015309)	36	Monthly	Net 45	-1	1/29/2021	\$10,005.25	\$10,005.25
Invoice	12/17/2020	P11 2021	INV114147	V00015309	50566 (Ref. V00015309)	36	Monthly	Net 45	-3	1/31/2021	\$3,164.03	\$3,164.03
Invoice	12/17/2020	P11 2021	INV114163	V00014257	50455 (Ref. V00014257)	36	Monthly	Net 45	-3	1/31/2021	\$10,597.59	\$10,597.59
Invoice	12/19/2020	P11 2021	INV114537	V00015309	50566 (Ref. V00015309)	36	Monthly	Net 45	-5	2/2/2021	\$9,266.74	\$9,266.74
Invoice	12/24/2020	P11 2021	INV115342	V00014257	50455 (Ref. V00014257)	36	Monthly	Net 45	-10	2/7/2021	\$1,837.93	\$1,837.93
Invoice	12/29/2020	P12 2021	INV115915	V00015309	50566 (Ref. V00015309)	36	Monthly	Net 45	-15	2/12/2021	\$5,881.38	\$5,881.38
Invoice	1/4/2021	P12 2021	INV116607	V00014257	50455 (Ref. V00014257)	36	Monthly	Net 45	-21	2/18/2021	\$3,675.86	\$3,675.86
Invoice	1/9/2021	P12 2021	INV117713	V00015309	50566 (Ref. V00015309)	36	Monthly	Net 45	-26	2/23/2021	\$8,593.40	\$8,593.40
Invoice	1/11/2021	P12 2021	INV117985	V00014257	50455 (Ref. V00014257)	36	Monthly	Net 45	-28	2/25/2021	\$19,866.82	\$19,866.82
Invoice	1/15/2021	P12 2021	INV119002	V00015309	50566 (Ref. V00015309)	36	Monthly	Net 45	-32	3/1/2021	\$10,005.25	\$10,005.25
Invoice	1/17/2021	P12 2021	INV119387	V00015309	50566 (Ref. V00015309)	36	Monthly	Net 45	-34	3/3/2021	\$3,164.03	\$3,164.03
Invoice	1/17/2021	P12 2021	INV119404	V00014257	50455 (Ref. V00014257)	36	Monthly	Net 45	-34	3/3/2021	\$10,597.59	\$10,597.59
Invoice	1/19/2021	P12 2021	INV119725	V00015309	50566 (Ref. V00015309)	36	Monthly	Net 45	-36	3/5/2021	\$9,266.74	\$9,266.74
Invoice	1/24/2021	P12 2021	INV121098	V00014257	50455 (Ref. V00014257)	36	Monthly	Net 45	-41	3/10/2021	\$1,837.93	\$1,837.93

SCHEDULE 2
BILLING SCHEDULE

The billing schedule is embedded below and included in the following pages for the parties' records.



TPX Phase II Co-term
Monthly Billing Sched

Total									
Child SO#	Master SO#	Quote Number	PO#	SKU / Item	SO Qty	License Type			
SO418		V00002350	42604	VC-0200-VCG-SWE-S	9	200MB	5/10/2017	5/9/2020	-
SO418		V00002350	42604	VC-0400-VCG-SWE-S	4	400MB	5/10/2017	5/9/2020	-
SO419		V00002350	42604	VC-1000-VCG-SWE-S	4	1GB	5/10/2017	5/9/2020	-
SO420		V00002331	42603	VC-0200-VCG-SWE-S	8	200MB	5/10/2017	5/9/2020	-
SO421		V00002301	42459	VC-0200-VCG-SWE-S	20	200MB	5/11/2017	5/10/2020	-
SO421		V00002301	42459	VC-0400-VCG-SWE-S	4	400MB	5/11/2017	5/10/2020	-
SO421		V00002301	42459	VC-1000-VCG-SWE-S	4	1GB	5/11/2017	5/10/2020	-
SO500		V00002391	42794	VC-0200-VCG-SWE-S	3	200MB	5/29/2017	5/28/2020	-
SO636	Sales Order #SO119	V00001896	42603 (Ref. V00001	VC-0100-VEG-S	50	100MB	6/11/2017	6/10/2020	-
Reconcile	NA	Reconcile	Reconcile	VC1000PRE-HQ-SG-L34S1-36M	131	100MB	NA	1/1/2021	0.00
Reconcile	NA	Reconcile	Reconcile	VC1000PRE-HQ-SG-L34S1-36M	60	100MB	NA	1/1/2021	0.00
Reconcile	NA	Reconcile	Reconcile	VC2000PRE-HQ-SG-L34S1-36M	60	200MB	NA	1/1/2021	0.00
Reconcile	NA	Reconcile	Reconcile	VC-0400-VCG-SWE-S	24	400MB	NA	1/1/2021	0.00
Reconcile	NA	Reconcile	Reconcile	VC0010PRE-HQ-SG-L34S1-36M	22	1GB	NA	1/1/2021	0.00
SO3032		V00004004	45892	VC-0400-VCG-SWE-S	10	400MB	3/21/2018	3/20/2021	0.00
SO3072	Sales Order #SO119	V00001896 / V	PO#45989 (Ref. V0	VC-0100-VCG-SWE-S	403	100MB	3/29/2018	3/28/2021	0.08
SO3073	Sales Order #SO121	V00001896 / V	PO#45989/45869 (	VC-0100-VCG-SWE-S	97	100MB	3/29/2018	3/28/2021	0.08
SO3227	Sales Order #SO3218	V00004102	45990 (Ref. V00004	VC-0400-VCG-SWE-S	17	400MB	4/12/2018	4/11/2021	0.09
SO3411	Sales Order #SO3218	V00004102	45990 (Ref. V00004	VC-0400-VCG-SWE-S	15	400MB	4/29/2018	4/28/2021	0.11
SO3520	Sales Order #SO3218	V00004102	45990 (Ref. V00004	VC-0200-VCG-SWE-S	27	200MB	5/8/2018	5/8/2021	0.12
SO3540	Sales Order #SO121	V00001903	45989 (Ref. V00001	VC-0100-VCG-SWE-S	80	100MB	5/14/2018	5/13/2021	0.12
SO3782	Sales Order #SO3218	V00004102	45990 (Ref. V00004	VC-0200-VCG-SWE-S	20	200MB	6/3/2018	6/2/2021	0.14
SO3904	Sales Order #SO121	V00001903	46667 (Ref. V00001	VC-0100-VCG-SWE-S	300	100MB	6/7/2018	6/6/2021	0.14
SO3914	Sales Order #SO3911	V00004580	46666 (Ref. V00004	VC-0400-VCG-SWE-S	20	400MB	6/10/2018	6/9/2021	0.15
SO3920	Sales Order #SO3911	V00004580	46674 (Ref. V00004	VC-0400-VCG-SWE-S	7	400MB	6/10/2018	6/9/2021	0.15
SO3945	Sales Order #SO3218	V00004102	45990 (Ref. V00004	VC-0200-VCG-SWE-S	34	200MB	6/12/2018	6/11/2021	0.15
SO3946	Sales Order #SO121	V00001903	46674 (Ref. V00001	VC-0100-VCG-SWE-S	120	100MB	6/12/2018	6/11/2021	0.15
SO4311	Sales Order #SO4243	V00004771	47069 (Ref. V00004	VC-0400-VCG-SWE-S	20	400MB	7/12/2018	7/11/2021	0.18
SO4327	Sales Order #SO121	V00001903	47069 (Ref. V0000	VC-0100-VCG-SWE-S	5	100MB	7/12/2018	7/11/2021	0.18
SO4328	Sales Order #SO122	V00001904	47069 (Ref. V00001	VC-0100-VCG-SWE-S	295	100MB	7/12/2018	7/11/2021	0.18
SO4329	Sales Order #SO4243	V00004771	47069 (Ref. V00004	VC-0200-VCG-SWE-S	40	200MB	7/12/2018	7/11/2021	0.18
SO4400	Sales Order #SO122	V00001904	47008 (Ref. V00001	VC-0100-VCG-SWE-S	30	100MB	7/16/2018	7/15/2021	0.18
SO4449	Sales Order #SO4243	V00004771	47069 (Ref. V00004	VC-0400-VCG-SWE-S	30	400MB	7/22/2018	7/21/2021	0.18
SO4440	Sales Order #SO4243	V00004771	47069 (Ref. V00004	VC-1000-VCG-SWE-S	5	1GB	7/22/2018	7/21/2021	0.18
SO4547	Sales Order #SO4243	V00004771	47069 (Ref. V00004	VC-0200-VCG-SWE-S	45	200MB	7/30/2018	7/29/2021	0.19
SO4548	Sales Order #SO122	V00001904	47009 (Ref. V00001	VC-0100-VCG-SWE-S	495	100MB	8/1/2018	7/31/2021	0.19
SO5005		V00005409	47279 (Ref. V00005	VC-0400-VCG-SWE-S	30	400MB	9/25/2018	9/24/2021	0.24
SO5504		V00005724	47528 (V00005724)	VC-0200-VCG-SWE-S	20	200MB	9/26/2018	9/25/2021	0.24
SO5963	Sales Order #SO122	V00001904	47606 (Ref. V00001	VC-0100-VCG-SWE-S	210	100MB	10/9/2018	10/8/2021	0.26
SO5962	Sales Order #SO5959	V00005728	47607 (Ref. V000057	VC-0200-VCG-SWE-S	60	200MB	10/9/2018	10/9/2021	0.26
SO5962	Sales Order #SO5959	V00005728	47607 (Ref. V000057	VC-0400-VCG-SWE-S	10	400MB	10/9/2018	10/9/2021	0.26
SO5939	Sales Order #SO5959	V00005728	47607 (Ref. V00005	VC-0200-VCG-SWE-S	60	200MB	10/21/2018	10/20/2021	0.27
SO5850	Sales Order #SO122	V00001904	47735 (Ref. V00001	VC-0100-VCG-SWE-S	20	100MB	10/22/2018	10/21/2021	0.27
SO5959	Sales Order #SO122	V00001904	47606 (Ref. V00001	VC-0100-VCG-SWE-S	165	100MB	10/30/2018	10/29/2021	0.28
SO5980	Sales Order #SO123	V00001905	47605 (V00001905)	VC-0100-VCG-SWE-S	40	100MB	10/30/2018	10/29/2021	0.28
SO6004		V00006097	47607 (Ref. V00006	VC-0200-VCG-SWE-S	20	200MB	11/5/2018	11/4/2021	0.28
SO6037	Sales Order #SO5959	V00005728	47607 (Ref. V00005	VC-0200-VCG-SWE-S	30	200MB	11/5/2018	11/4/2021	0.28
SO6115	Sales Order #SO5959	V00005728	47607 (Ref. V000057	VC-0400-VCG-SWE-S	25	400MB	11/8/2018	11/7/2021	0.28
SO6185	Sales Order #SO5959	V00005728	47607 (Ref. V000057	VC-0400-VCG-SWE-S	25	400MB	11/14/2018	11/13/2021	0.28
SO6373	Sales Order #SO123	V00001905	47939,47972 (Ref. V	VC-0100-VCG-SWE-S	200	100MB	11/27/2018	11/26/2021	0.30
SO6380		V00006162	47936, 47972	VC-0200-VCG-SWE-S	50	200MB	11/29/2018	11/28/2021	0.30
SO6380		V00006162	47939, 47972	VC-0400-VCG-SWE-S	50	400MB	11/29/2018	11/28/2021	0.30
SO6731	Sales Order #SO5959	V00005728	47607 (Ref. V000057	VC-0400-VCG-SWE-S	10	400MB	12/4/2018	12/3/2021	0.33
SO6771	Sales Order #SO5959	V00005728	47607 (Ref. V000057	VC-0400-VCG-SWE-S	37	400MB	1/1/2019	12/31/2021	0.33
SO7025	Sales Order #SO7015	V00006475	48199 (Ref. V000006	VC-2000-VCG-SWE-S	10	2GB	1/10/2019	1/9/2022	0.34
SO7026	Sales Order #SO123	V00001905	48197 (Ref. V00001	VC-0100-VCG-SWE-S	300	100MB	1/10/2019	1/9/2022	0.34
SO7027	Sales Order #SO7014	V00006804	48198 (Ref. V000006	VC-0400-VCG-SWE-S	60	400MB	1/10/2019	1/9/2022	0.34
SO7027	Sales Order #SO7014	V00006804	48198 (Ref. V00006	VC-1000-VCG-SWE-S	10	1GB	1/10/2019	1/9/2022	0.34
SO7027	Sales Order #SO7014	V00006804	48198 (Ref. V00006	VC-0200-VCG-SWE-S	150	200MB	1/10/2019	1/9/2022	0.34
SO7421	Sales Order #SO7014	V00006804	48198 (Ref. V00006	VC-0200-VCG-SWE-S	100	200MB	2/4/2019	2/3/2022	0.36
SO7434	Sales Order #SO123	V00001905	48197 (Ref. V00001	VC-0100-VCG-SWE-S	250	100MB	2/6/2019	2/5/2022	0.37
SO7767	Sales Order #SO7014	V00006804	48198 (Ref. V00006	VC-0200-VCG-SWE-S	50	200MB	3/3/2019	3/2/2022	0.39
SO7768	Sales Order #SO119	V00001896	48197 (Ref. V00001	VC-0100-VCG-SWE-S	25	100MB	3/3/2019	3/2/2022	0.39
SO7769	Sales Order #SO123	V00001905	48197 (Ref. V00001	VC-0100-VCG-SWE-S	125	100MB	3/3/2019	3/2/2022	0.39
SO8293	Sales Order #SO123	V00001905	48638 (Ref. V00001	VC-0100-VCG-SWE-S	320	100MB	4/8/2019	4/6/2022	0.42
SO8340		V00008353	48639	VC-0200-VCG-SWE-S	120	200MB	4/11/2019	4/10/2022	0.42
SO8340		V00008353	48639	VC-1000-VCG-SWE-S	6	1GB	4/11/2019	4/10/2022	0.42
SO8340		V00008353	48639	VC-2000-VCG-SWE-S	3	2GB	4/11/2019	4/10/2022	0.42
SO8756		V00006790	48908 (V00006790)	VC-0400-VCG-SWE-S	36	400MB	5/13/2019	5/12/2022	0.45
SO8756		V00006790	48908 (V00006790)	VC-0100-VCG-SWE-S	300	100MB	5/13/2019	5/12/2022	0.45
SO8756		V00006790	48908 (V00006790)	VC-0200-VCG-SWE-S	84	200MB	5/13/2019	5/12/2022	0.45
SO8895		V00008974	49024	VC-2000-VCG-SWE-S	6	2GB	5/21/2019	5/20/2022	0.46
SO9317		V00009263	49214	VC-2000-VCG-SWE-S	15	2GB	6/10/2019	6/9/2022	0.46
SO9497		V00009488	49257	VC-0100-VCG-SWE-S	140	100MB	6/18/2019	6/17/2022	0.49
SO9497		V00009488	49257	VC-0200-VCG-SWE-S	50	200MB	6/18/2019	6/17/2022	0.49
SO9497		V00009488	49257	VC-0400-VCG-SWE-S	20	400MB	6/18/2019	6/17/2022	0.49
SO9755	Sales Order #SO123	V00001905	48996 (Ref. V00001	VC-0100-VCG-SWE-S	85	100MB	7/1/2019	6/30/2022	0.50
SO9804	Sales Order #SO9762	V00009810	49414 (Ref. V00006	VC-0100-VCG-SWE-S	175	100MB	7/3/2019	7/2/2022	0.50

SO0804	Sales Order #SO0782	V00009610	49414 (Ref. V00006 VC-0200-VCG-SWE-S	55 200MB	7/3/2019	7/2/2022	0.50	
SO0804	Sales Order #SO0782	V00009610	49414 (Ref. V00006 VC-0400-VCG-SWE-S	25 400MB	7/3/2019	7/2/2022	0.50	
SO0804	Sales Order #SO0782	V00009610	49414 (Ref. V00006 VC-1000-VCG-SWE-S	10 1GB	7/3/2019	7/2/2022	0.50	
SO0804	Sales Order #SO0782	V00009610	49414 (Ref. V00006 VC-2000-VCG-SWE-S	5 2GB	7/3/2019	7/2/2022	0.50	
SO10172	Sales Order #SO0782	V00009610	49414 (Ref. V00006 VC-1000-VCG-SWE-S	15 1GB	7/23/2019	7/22/2022	0.52	
SO10232	Sales Order #SO0782	V00009610	49414 (Ref. V00006 VC-0100-VCG-SWE-S	175 100MB	7/25/2019	7/24/2022	0.52	
SO10232	Sales Order #SO0782	V00009610	49414 (Ref. V00006 VC-0200-VCG-SWE-S	44 200MB	7/25/2019	7/24/2022	0.52	
SO10232	Sales Order #SO0782	V00009610	49414 (Ref. V00006 VC-2000-VCG-SWE-S	10 2GB	7/25/2019	7/24/2022	0.52	
SO10636		V00010850	49744, 49745 VC-0100-VCG-SWE-S	380 100MB	8/26/2019	8/25/2022	0.55	
SO10636		V00010850	49744, 49745 VC-1000-VCG-SWE-S	21 1GB	8/26/2019	8/25/2022	0.55	
SO11545		V00011285	49847 VC-0100-VCG-SWE-S	380 100MB	8/29/2019	8/28/2022	0.58	
SO11545		V00011285	49847 VC-0200-VCG-SWE-S	45 200MB	8/29/2019	8/28/2022	0.58	
SO11545		V00011285	49847 VC-0400-VCG-SWE-S	40 400MB	8/29/2019	8/28/2022	0.58	
SO11545		V00011285	49847 VC-1000-VCG-SWE-S	20 1GB	8/29/2019	8/28/2022	0.58	
SO11546		V00012140	49848 VC-1000-VCG-SWE-S	10 1GB	8/29/2019	8/28/2022	0.58	
SO11717	Sales Order #SO11698	V00012238	49942 (V00012238) VC-2000-VCG-SWE-S	15 2GB	10/6/2019	10/5/2022	0.59	
SO11718	Sales Order #SO11698	V00012238	49942 (V00012238) VC-0100-VCG-SWE-S	380 100MB	10/17/2019	10/16/2022	0.60	
SO11718	Sales Order #SO11698	V00012238	49942 (V00012238) VC-0200-VCG-SWE-S	50 200MB	10/17/2019	10/16/2022	0.60	
SO11718	Sales Order #SO11698	V00012238	49942 (V00012238) VC-0400-VCG-SWE-S	50 400MB	10/17/2019	10/16/2022	0.60	
SO11718	Sales Order #SO11698	V00012238	49942 (V00012238) VC-1000-VCG-SWE-S	27 1GB	10/17/2019	10/16/2022	0.60	
SO13092		V00012900	50252 VC100M-PRE-HO-SG-L3451-36A	385 100MB	11/24/2019	11/23/2022	0.63	
SO13092		V00012900	50252 VC500M-PRE-HO-SG-L3451-36A	45 500MB	11/24/2019	11/23/2022	0.63	
SO13092		V00012900	50252 VC001G-PRE-HO-SG-L3451-36A	30 1GB	11/24/2019	11/23/2022	0.63	
SO13092		V00012900	50252 VC002G-PRE-HO-SG-L3451-36A	15 2GB	11/24/2019	11/23/2022	0.63	
SO14959	Sales Order #SO14308	V00014257	50455 (Ref. V00014 VC500M-PRE-HO-SG-L3451-36M	20 500MB	2/2/2020	2/1/2023	0.70	
SO14770	Sales Order #SO14308	V00014257	50455 (Ref. V00014 VC500M-PRE-HO-SG-L3451-36M	70 500MB	2/9/2020	2/8/2023	0.70	
SO14770	Sales Order #SO14308	V00014257	50455 (Ref. V00014 VC100M-PRE-HO-SG-L3451-36M	60 100MB	2/9/2020	2/8/2023	0.70	
SO14770	Sales Order #SO14308	V00014257	50455 (Ref. V00014 VC001G-PRE-HO-SG-L3451-36M	25 1GB	2/9/2020	2/8/2023	0.70	
SO14332	Sales Order #SO14308	V00014257	50455 (Ref. V00014 VC100M-PRE-HO-SG-L3451-36M	300 100MB	2/16/2020	2/15/2023	0.71	
SO14332	Sales Order #SO14308	V00014257	50455 (Ref. V00014 VC001G-PRE-HO-SG-L3451-36M	10 1GB	2/16/2020	2/15/2023	0.71	
SO14941	Sales Order #SO14926	V00015309	50566 (Ref. V00015 VC001G-PRE-HO-SG-L3451-36M	35 1GB	2/17/2020	2/16/2023	0.71	
SO14941	Sales Order #SO14926	V00015309	50566 (Ref. V00015 VC500M-PRE-HO-SG-L3451-36M	10 500MB	2/17/2020	2/16/2023	0.71	
SO15626	Sales Order #SO15609 Q-25090	50670 (Q-25090)	VC100M-PRE-HO-SG-L3451-36M	220 100MB	3/16/2020	3/17/2023	0.74	
SO15626	Sales Order #SO15609 Q-25090	50670 (Q-25090)	VC001G-PRE-HO-SG-L3451-36M	15 1GB	3/16/2020	3/17/2023	0.74	
SO15627	Sales Order #SO15609 Q-25090	50670 (Q-25090)	VC200M-PRE-HO-SG-L3451-36M	30 200MB	3/29/2020	3/28/2023	0.75	
SO16028	Sales Order #SO16025 Q-23968	50731 (Ref. Q-2396 VC002G-PRE-HO-SG-L3451-36M	4 2GB	4/7/2020	4/6/2023	0.75		
SO16039	Sales Order #SO16025 Q-23968	50731 (Ref. Q-2396 VC100M-PRE-HO-SG-L3451-36M	200 100MB	4/7/2020	4/6/2023	0.75		
SO18437	Sales Order #SO14926 V00015309	50566 (Ref. V00015 VC100M-PRE-HO-SG-L3451-36M	95 100MB	4/8/2020	4/7/2023	0.76		
SO15437	Sales Order #SO14926 V00015309	50566 (Ref. V00015 VC500M-PRE-HO-SG-L3451-36M	32 500MB	4/8/2020	4/7/2023	0.76		
SO15447	Sales Order #SO14926 V00015309	50566 (Ref. V00015 VC100M-PRE-HO-SG-L3451-36M	172 100MB	4/14/2020	4/13/2023	0.76		
SO15447	Sales Order #SO14926 V00015309	50566 (Ref. V00015 VC500M-PRE-HO-SG-L3451-36M	28 500MB	4/14/2020	4/13/2023	0.76		
SO16120	Sales Order #SO16025 Q-23968	50731 (Ref. Q-2396 VC001G-PRE-HO-SG-L3451-36M	20 1GB	4/19/2020	4/18/2023	0.77		
SO14552	Sales Order #SO14308 V00014257	50455 (Ref. V00014 VC500M-PRE-HO-SG-L3451-36M	10 500MB	4/23/2020	4/22/2023	0.77		
SO18041	Sales Order #SO16025 Q-23968	50731 (Ref. Q-2396 VC200M-PRE-HO-SG-L3451-36M	30 200MB	4/23/2020	4/22/2023	0.77		
SO16518	Sales Order #SO16025 Q-23968	50731 (Ref. Q-2396 VC300M-PRE-HO-SG-L3451-36M	58 200MB	4/26/2020	4/25/2023	0.77		
SO16514	Sales Order #SO16025 Q-23968	50731 (Ref. Q-2396 VC100M-PRE-HO-SG-L3451-36M	220 100MB	4/27/2020	4/26/2023	0.77		
SO15820	Sales Order #SO14926 V00015309	50566 (Ref. V00015 VC500M-PRE-HO-SG-L3451-36M	32 500MB	4/28/2020	4/27/2023	0.77		
SO17151	Sales Order #SO16644 Q-31161	50892 (Q-31161)	VC002G-PRE-HO-SG-L3451-36M	5 2GB	5/31/2020	5/30/2023	0.80	
SO15561	Sales Order #SO14926 V00015309	50566 (Ref. V00015 VC100M-PRE-HO-SG-L3451-36M	112 100MB	6/15/2020	6/14/2023	0.82		
SO17778	Sales Order #SO16643 Q-31163	50891 (Q-31163)	VC002G-PRE-HO-SG-L3451-36M	5 2GB	6/17/2020	6/16/2023	0.82	
SO17945	Sales Order #SO16643 Q-31163	50891 (Q-31163)	VC200M-PRE-HO-SG-L3451-36M	150 200MB	6/23/2020	6/22/2023	0.82	
SO18042		Q-37024	51378 VC100M-PRE-HO-SG-L3451-36M	150 100MB	6/28/2020	6/27/2023	0.83	
SO17152	Sales Order #SO16644 Q-31161	50892 (Q-31161)	VC200M-PRE-HO-SG-L3451-36M	60 200MB	6/30/2020	6/29/2023	0.83	
SO18083	Sales Order #SO16643 Q-31163	50891	VC200M-PRE-HO-SG-L3451-36M	90 200MB	7/1/2020	6/30/2023	0.83	
SO18453	Sales Order #SO16644 Q-31161	50892 (Q-31161)	VC200M-PRE-HO-SG-L3451-36M	200 200MB	7/12/2020	7/11/2023	0.84	
SO19037	Sales Order #SO16643 Q-31163	50891 (Q-31163)	VC200M-PRE-HO-SG-L3451-36M	258 200MB	8/5/2020	8/4/2023	0.86	
SO19317	Sales Order #SO19200 Q-49577	51569	VC002G-PRE-HO-SG-L3451-36M	5 2GB	8/17/2020	8/16/2023	0.87	
SO19406	Sales Order #SO17958 Q-37027	51209 (Q-37027)	VC002G-PRE-HO-SG-L3451-36M	5 2GB	8/19/2020	8/18/2023	0.88	
SO19499	Sales Order #SO19200 Q-49577	51569	VC200M-PRE-HO-SG-L3451-36M	25 200MB	8/24/2020	8/23/2023	0.88	
SO19735	Sales Order #SO19200 Q-49577	51569 (Q-49577)	VC200M-PRE-HO-SG-L3451-36M	175 200MB	9/16/2020	9/15/2023	0.90	
SO20104	Sales Order #SO17958 Q-37027	51209 (Q-37027)	VC002G-PRE-HO-SG-L3451-36M	30 2GB	10/8/2020	10/7/2023	0.92	
SO19712	Sales Order #SO16644 Q-31161	50892 (Q-31161)	VC200M-PRE-HO-SG-L3451-36M	160 200MB	10/15/2020	10/14/2023	0.93	
SO19662		Q-47671	51648 (Q-47671)	VC200M-PRE-HO-SG-L3451-36M	300 200MB	10/19/2020	10/18/2023	0.93
SO20435	Sales Order #SO20056 Q-55706	51756 (Q-55706)	VC200M-PRE-HO-SG-L3451-36M	112 200MB	10/18/2020	10/18/2023	0.93	
SO20071	Sales Order #SO19200 Q-49577	51569	VC002G-PRE-HO-SG-L3451-36M	20 2GB	10/27/2020	10/26/2023	0.94	
SO20459	Sales Order #SO20052 Q-55075	51755 (Q-55075)	VC200M-PRE-HO-SG-L3451-36M	135 200MB	11/11/2020	11/10/2023	0.95	
SO20413	Sales Order #SO17958 Q-37027	51209 (Q-37027)	VC002G-PRE-HO-SG-L3451-36M	20 2GB	11/12/2020	11/11/2023	0.95	
SO20857	Sales Order #SO20056 Q-55706	51756 (Q-55706)	VC002G-PRE-HO-SG-L3451-36M	2 2GB	11/15/2020	11/14/2023	0.96	
SO20857	Sales Order #SO20059 Q-55706	51756 (Q-55706)	VC002G-PRE-HO-SG-L3451-36M	3 2GB	11/15/2020	11/14/2023	0.96	
SO20923	Sales Order #SO20056 Q-55706	51756 (Q-55706)	VC200M-PRE-HO-SG-L3451-36M	46 200MB	11/18/2020	11/15/2023	0.96	
SO20923	Sales Order #SO20059 Q-55706	51756 (Q-55706)	VC200M-PRE-HO-SG-L3451-36M	27 200MB	11/18/2020	11/15/2023	0.96	
SO20924	Sales Order #SO20052 Q-55075	51755 (Q-55075)	VC200M-PRE-HO-SG-L3451-36M	30 200MB	11/19/2020	11/15/2023	0.96	
SO20924	Sales Order #SO20052 Q-55075	51755 (Q-55075)	VC200M-PRE-HO-SG-L3451-36M	25 200MB	11/19/2020	11/15/2023	0.96	
SO21035	Sales Order #SO20056 Q-55706	51756 (Q-55706)	VC200M-PRE-HO-SG-L3451-36M	28 200MB	12/8/2020	12/7/2023	0.98	
SO21349	Sales Order #SO20056 Q-55706	51756 (Q-55706)	VC002G-PRE-HO-SG-L3451-36M	30 2GB	12/9/2020	12/8/2023	0.98	
SO21350	Sales Order #SO20056 Q-55706	51756 (Q-55706)	VC002G-PRE-HO-SG-L3451-36M	5 2GB	12/15/2020	12/14/2023	0.98	
SO21350	Sales Order #SO20056 Q-55706	51756 (Q-55706)	VC002G-PRE-HO-SG-L3451-36M	9 2GB	12/15/2020	12/14/2023	0.98	
SO20462		Q-57214	51817 VC200M-PRE-HO-SG-L3451-36M	75 200MB	12/18/2020	12/15/2023	0.99	
SO21672		Q-72424	52150 VC200M-PRE-HO-SG-L3451-36M	35 200MB	12/31/2020	12/30/2023	1.00	

\$ 25,339.676

\$ 0,172.586

\$ 17,166.897

\$ (1,000,000)

\$ 24,339.676

						Co-term date	Co-term prorate factor	Co-term cost	Co-term start month	Co-term start year	Total Month	Co-term Monthly Cost	
\$	865.00	\$	-	\$	-	12/31/2025	1.88	\$ 14,659.97	5	2,020	68	\$ 23.95	
\$	2,750.00	\$	-	\$	-	12/31/2025	1.88	\$ 20,714.16	5	2,020	68	\$ 76.15	
\$	6,500.00	\$	-	\$	-	12/31/2025	1.88	\$ 48,960.73	5	2,020	68	\$ 180.00	
\$	865.00	\$	-	\$	-	12/31/2025	1.88	\$ 13,031.09	5	2,020	68	\$ 23.95	
\$	865.00	\$	-	\$	-	12/31/2025	1.88	\$ 32,561.92	5	2,020	68	\$ 23.95	
\$	2,750.00	\$	-	\$	-	12/31/2025	1.88	\$ 20,704.11	5	2,020	68	\$ 76.15	
\$	6,500.00	\$	-	\$	-	12/31/2025	1.88	\$ 48,936.99	5	2,020	68	\$ 179.95	
\$	865.00	\$	-	\$	-	12/31/2025	1.87	\$ 4,841.63	5	2,020	68	\$ 23.73	
\$	865.00	\$	-	\$	-	12/31/2025	1.85	\$ 80,180.37	6	2,020	67	\$ 23.95	
\$	865.00	\$	103.48	\$	-	12/31/2025	1.87	\$ 188,858.33	1	2,021	60	\$ 24.03	
\$	865.00	\$	(47.40)	\$	-	12/31/2025	1.87	\$ (66,500.00)	1	2,021	60	\$ 24.03	
\$	865.00	\$	47.40	\$	-	12/31/2025	1.87	\$ 66,500.00	1	2,021	60	\$ 24.03	
\$	3,730.00	\$	80.27	\$	-	12/31/2025	1.87	\$ 110,600.00	1	2,021	60	\$ 76.30	
\$	6,500.00	\$	130.59	\$	-	12/31/2025	1.87	\$ 238,333.33	1	2,021	60	\$ 180.56	
\$	2,750.00	\$	1,984.02	2	\$	99.20	12/31/2025	1.80	\$ 43,874.43	3	2,021	58	\$ 75.85
\$	865.00	\$	27,699.59	2	\$	34.36	12/31/2025	1.59	\$ 593,613.43	3	2,021	58	\$ 23.89
\$	665.00	\$	6,666.42	2	\$	34.36	12/31/2025	1.59	\$ 133,251.87	3	2,021	58	\$ 23.89
\$	2,750.00	\$	4,312.10	3	\$	84.55	12/31/2025	1.58	\$ 73,647.26	4	2,021	57	\$ 76.00
\$	2,750.00	\$	4,445.21	3	\$	98.78	12/31/2025	1.58	\$ 84,342.47	4	2,021	57	\$ 75.25
\$	865.00	\$	2,730.08	4	\$	25.28	12/31/2025	1.55	\$ 36,216.25	5	2,021	56	\$ 23.95
\$	865.00	\$	8,405.11	4	\$	26.27	12/31/2025	1.55	\$ 106,991.42	5	2,021	56	\$ 23.88
\$	865.00	\$	2,417.26	5	\$	24.17	12/31/2025	1.53	\$ 26,431.87	6	2,021	55	\$ 24.03
\$	865.00	\$	37,206.85	5	\$	24.80	12/31/2025	1.52	\$ 395,530.14	6	2,021	55	\$ 23.97
\$	2,750.00	\$	8,036.53	5	\$	80.37	12/31/2025	1.52	\$ 83,680.37	6	2,021	55	\$ 76.07
\$	2,750.00	\$	2,812.79	5	\$	80.37	12/31/2025	1.52	\$ 29,288.13	6	2,021	55	\$ 76.07
\$	865.00	\$	4,351.07	5	\$	25.59	12/31/2025	1.52	\$ 44,692.46	6	2,021	55	\$ 23.90
\$	865.00	\$	15,356.71	5	\$	25.59	12/31/2025	1.52	\$ 157,738.08	6	2,021	55	\$ 23.90
\$	2,750.00	\$	9,643.84	8	\$	80.37	12/31/2025	1.49	\$ 82,073.06	7	2,021	54	\$ 75.89
\$	865.00	\$	758.36	6	\$	25.26	12/31/2025	1.49	\$ 6,453.93	7	2,021	54	\$ 23.90
\$	865.00	\$	44,743.01	6	\$	25.26	12/31/2025	1.49	\$ 380,781.69	7	2,021	54	\$ 23.90
\$	865.00	\$	6,066.85	6	\$	25.28	12/31/2025	1.49	\$ 51,631.42	7	2,021	54	\$ 23.90
\$	865.00	\$	4,644.93	6	\$	25.81	12/31/2025	1.49	\$ 38,628.77	7	2,021	54	\$ 23.84
\$	2,750.00	\$	15,219.18	6	\$	84.55	12/31/2025	1.48	\$ 122,356.16	7	2,021	54	\$ 75.53
\$	6,500.00	\$	5,995.43	6	\$	199.85	12/31/2025	1.48	\$ 48,200.91	7	2,021	54	\$ 178.52
\$	865.00	\$	7,485.07	6	\$	27.85	12/31/2025	1.48	\$ 57,445.48	7	2,021	54	\$ 23.64
\$	865.00	\$	76,199.00	6	\$	27.91	12/31/2025	1.47	\$ 580,118.77	7	2,021	54	\$ 23.61
\$	2,750.00	\$	20,116.44	8	\$	83.82	12/31/2025	1.42	\$ 117,458.90	9	2,021	52	\$ 75.29
\$	865.00	\$	4,234.16	8	\$	28.46	12/31/2025	1.42	\$ 24,614.96	9	2,021	52	\$ 23.67
\$	865.00	\$	46,615.21	9	\$	24.66	12/31/2025	1.41	\$ 296,300.68	10	2,021	51	\$ 23.93
\$	865.00	\$	13,366.03	9	\$	24.75	12/31/2025	1.41	\$ 73,181.37	10	2,021	51	\$ 23.92
\$	2,750.00	\$	7,082.19	9	\$	78.68	12/31/2025	1.41	\$ 38,778.26	10	2,021	51	\$ 76.03
\$	865.00	\$	13,887.40	9	\$	25.72	12/31/2025	1.40	\$ 72,680.00	10	2,021	51	\$ 23.75
\$	865.00	\$	4,644.93	9	\$	25.81	12/31/2025	1.40	\$ 24,204.20	10	2,021	51	\$ 23.73
\$	865.00	\$	30,363.42	9	\$	26.91	12/31/2025	1.39	\$ 198,641.92	10	2,021	51	\$ 23.61
\$	865.00	\$	9,542.65	9	\$	26.51	12/31/2025	1.39	\$ 48,155.62	10	2,021	51	\$ 23.61
\$	865.00	\$	4,666.12	10	\$	24.33	12/31/2025	1.39	\$ 23,883.01	11	2,021	50	\$ 23.68
\$	865.00	\$	7,298.18	10	\$	24.33	12/31/2025	1.39	\$ 35,974.57	11	2,021	50	\$ 23.68
\$	2,750.00	\$	19,526.26	10	\$	78.11	12/31/2025	1.38	\$ 95,119.66	11	2,021	50	\$ 76.10
\$	2,750.00	\$	19,902.97	10	\$	79.61	12/31/2025	1.38	\$ 94,743.15	11	2,021	50	\$ 75.79
\$	865.00	\$	52,138.99	10	\$	26.07	12/31/2025	1.37	\$ 236,354.34	11	2,021	50	\$ 23.64
\$	865.00	\$	13,113.24	10	\$	26.23	12/31/2025	1.36	\$ 99,009.59	11	2,021	50	\$ 23.60
\$	2,750.00	\$	41,689.50	10	\$	83.38	12/31/2025	1.36	\$ 187,602.74	11	2,021	50	\$ 75.04
\$	2,750.00	\$	8,955.75	11	\$	81.51	12/31/2025	1.34	\$ 38,892.69	12	2,021	49	\$ 75.29
\$	2,750.00	\$	33,916.67	11	\$	83.33	12/31/2025	1.33	\$ 135,759.59	12	2,021	49	\$ 74.88
\$	6,954.75	\$	23,754.12	12	\$	197.95	12/31/2025	1.33	\$ 92,221.89	1	2,022	48	\$ 182.13
\$	865.00	\$	88,632.88	12	\$	24.82	12/31/2025	1.33	\$ 344,104.11	1	2,022	48	\$ 23.90
\$	2,750.00	\$	56,306.16	12	\$	78.27	12/31/2025	1.33	\$ 218,794.52	1	2,022	48	\$ 75.97
\$	6,500.00	\$	22,200.91	12	\$	185.01	12/31/2025	1.33	\$ 86,191.78	1	2,022	48	\$ 179.97
\$	865.00	\$	44,316.44	12	\$	24.82	12/31/2025	1.33	\$ 172,052.05	1	2,022	48	\$ 23.90
\$	865.00	\$	31,519.18	13	\$	24.25	12/31/2025	1.30	\$ 112,726.48	2	2,022	47	\$ 23.98
\$	865.00	\$	78,192.92	13	\$	24.37	12/31/2025	1.30	\$ 261,421.23	2	2,022	47	\$ 23.95
\$	865.00	\$	16,826.03	14	\$	24.04	12/31/2025	1.28	\$ 55,296.80	3	2,022	46	\$ 24.04
\$	865.00	\$	8,413.01	14	\$	24.04	12/31/2025	1.28	\$ 27,848.40	3	2,022	46	\$ 24.04
\$	865.00	\$	42,085.07	14	\$	24.04	12/31/2025	1.28	\$ 138,242.01	3	2,022	46	\$ 24.04
\$	865.00	\$	117,039.63	15	\$	24.36	12/31/2025	1.24	\$ 344,546.48	4	2,022	45	\$ 23.93
\$	865.00	\$	44,079.45	15	\$	24.49	12/31/2025	1.24	\$ 129,015.34	4	2,022	45	\$ 23.89
\$	6,500.00	\$	16,561.64	15	\$	184.02	12/31/2025	1.24	\$ 48,473.97	4	2,022	45	\$ 179.53
\$	6,954.75	\$	8,860.16	15	\$	198.89	12/31/2025	1.24	\$ 25,932.84	4	2,022	45	\$ 192.08
\$	2,750.00	\$	44,934.25	16	\$	78.01	12/31/2025	1.21	\$ 120,156.16	5	2,022	44	\$ 75.86
\$	865.00	\$	117,782.19	16	\$	24.54	12/31/2025	1.21	\$ 314,854.79	5	2,022	44	\$ 23.86
\$	865.00	\$	32,979.01	16	\$	24.54	12/31/2025	1.21	\$ 88,187.34	5	2,022	44	\$ 23.88
\$	6,954.75	\$	19,244.65	16	\$	200.47	12/31/2025	1.21	\$ 50,340.98	5	2,022	44	\$ 190.69
\$	6,954.75	\$	50,017.04	17	\$	186.15	12/31/2025	1.19	\$ 123,946.06	6	2,022	43	\$ 192.17
\$	865.00	\$	58,946.39	17	\$	24.77	12/31/2025	1.18	\$ 142,967.53	6	2,022	43	\$ 23.75
\$	865.00	\$	21,052.28	17	\$	24.77	12/31/2025	1.18	\$ 51,070.55	6	2,022	43	\$ 23.75
\$	2,750.00	\$	26,771.68	17	\$	76.74	12/31/2025	1.18	\$ 64,945.21	6	2,022	43	\$ 75.52
\$	865.00	\$	28,035.48	17	\$	25.37	12/31/2025	1.17	\$ 65,724.20	6	2,022	43	\$ 23.51
\$	865.00	\$	75,756.62	18	\$	24.03	12/31/2025	1.17	\$ 178,873.29	7	2,022	42	\$ 24.04

\$	865.00	\$	28,138.17	18	\$	24.08	12/31/2025	1.17	\$	65,821.51	7	2,022	42	\$	24.04
\$	2,750.00	\$	34,406.39	18	\$	76.46	12/31/2025	1.17	\$	80,239.73	7	2,022	42	\$	76.42
\$	6,500.00	\$	32,529.68	18	\$	180.72	12/31/2025	1.17	\$	75,863.01	7	2,022	42	\$	180.63
\$	6,954.75	\$	17,402.75	18	\$	193.36	12/31/2025	1.17	\$	40,585.25	7	2,022	42	\$	193.28
\$	6,500.00	\$	50,578.34	18	\$	187.32	12/31/2025	1.15	\$	112,013.70	7	2,022	42	\$	177.80
\$	865.00	\$	78,797.95	18	\$	25.02	12/31/2025	1.15	\$	173,631.96	7	2,022	42	\$	23.82
\$	865.00	\$	19,812.05	18	\$	25.02	12/31/2025	1.15	\$	43,696.04	7	2,022	42	\$	23.82
\$	6,954.75	\$	38,202.81	18	\$	201.13	12/31/2025	1.15	\$	79,773.21	7	2,022	42	\$	188.94
\$	865.00	\$	180,709.95	18	\$	25.03	12/31/2025	1.12	\$	307,423.66	8	2,022	41	\$	23.58
\$	6,500.00	\$	75,043.64	18	\$	188.08	12/31/2025	1.12	\$	152,580.62	8	2,022	41	\$	177.21
\$	865.00	\$	190,916.16	20	\$	25.12	12/31/2025	1.09	\$	357,217.35	9	2,022	40	\$	23.50
\$	865.00	\$	22,608.49	20	\$	25.12	12/31/2025	1.09	\$	42,302.05	9	2,022	40	\$	23.50
\$	2,750.00	\$	83,890.41	20	\$	79.86	12/31/2025	1.09	\$	119,543.38	9	2,022	40	\$	74.71
\$	6,500.00	\$	75,506.85	20	\$	188.77	12/31/2025	1.09	\$	141,278.54	9	2,022	40	\$	176.60
\$	6,500.00	\$	37,753.42	20	\$	188.77	12/31/2025	1.09	\$	70,839.27	9	2,022	40	\$	176.60
\$	6,954.75	\$	61,258.96	21	\$	194.47	12/31/2025	1.09	\$	112,705.06	10	2,022	39	\$	182.66
\$	865.00	\$	166,319.45	21	\$	24.60	12/31/2025	1.07	\$	351,814.06	10	2,022	39	\$	23.74
\$	865.00	\$	25,831.51	21	\$	24.60	12/31/2025	1.07	\$	46,291.32	10	2,022	39	\$	23.74
\$	2,750.00	\$	82,123.29	21	\$	78.21	12/31/2025	1.07	\$	147,168.95	10	2,022	39	\$	75.47
\$	6,500.00	\$	104,819.18	21	\$	184.87	12/31/2025	1.07	\$	187,841.10	10	2,022	39	\$	178.39
\$	865.00	\$	210,459.63	22	\$	24.85	12/31/2025	1.04	\$	344,886.16	11	2,022	38	\$	23.57
\$	3,326.40	\$	94,597.35	22	\$	95.55	12/31/2025	1.04	\$	155,019.35	11	2,022	38	\$	90.65
\$	6,500.00	\$	123,232.88	22	\$	186.72	12/31/2025	1.04	\$	201,945.21	11	2,022	38	\$	177.14
\$	6,954.75	\$	65,927.22	22	\$	198.78	12/31/2025	1.04	\$	108,036.60	11	2,022	38	\$	189.54
\$	3,326.40	\$	48,296.20	25	\$	92.59	12/31/2025	0.97	\$	64,644.56	2	2,023	35	\$	92.35
\$	3,326.40	\$	163,525.22	25	\$	93.44	12/31/2025	0.97	\$	224,767.43	2	2,023	35	\$	91.74
\$	865.00	\$	38,448.49	25	\$	24.30	12/31/2025	0.97	\$	50,088.90	2	2,023	35	\$	23.88
\$	6,500.00	\$	114,121.00	25	\$	182.59	12/31/2025	0.97	\$	156,880.73	2	2,023	35	\$	178.27
\$	865.00	\$	183,901.37	25	\$	24.52	12/31/2025	0.96	\$	248,835.82	2	2,023	35	\$	23.70
\$	6,500.00	\$	46,063.93	25	\$	184.28	12/31/2025	0.96	\$	62,328.77	2	2,023	35	\$	178.05
\$	6,500.00	\$	161,431.51	25	\$	184.49	12/31/2025	0.96	\$	217,942.92	2	2,023	35	\$	177.91
\$	3,326.40	\$	23,603.77	26	\$	94.42	12/31/2025	0.96	\$	31,866.61	2	2,023	35	\$	91.05
\$	865.00	\$	140,074.70	26	\$	24.49	12/31/2025	0.93	\$	177,265.75	3	2,023	34	\$	23.70
\$	6,500.00	\$	71,787.12	26	\$	184.02	12/31/2025	0.93	\$	90,821.92	3	2,023	34	\$	178.08
\$	865.00	\$	19,361.78	26	\$	24.82	12/31/2025	0.92	\$	23,911.82	3	2,023	34	\$	23.44
\$	6,954.75	\$	20,964.93	27	\$	194.30	12/31/2025	0.91	\$	25,405.48	4	2,023	33	\$	192.47
\$	865.00	\$	130,500.46	27	\$	24.17	12/31/2025	0.91	\$	157,990.67	4	2,023	33	\$	23.94
\$	865.00	\$	62,716.05	27	\$	24.20	12/31/2025	0.91	\$	75,759.78	4	2,023	33	\$	23.91
\$	3,326.40	\$	60,392.56	27	\$	93.05	12/31/2025	0.91	\$	97,112.65	4	2,023	33	\$	91.98
\$	865.00	\$	113,181.50	27	\$	24.37	12/31/2025	0.91	\$	134,921.04	4	2,023	33	\$	23.77
\$	3,326.40	\$	70,853.84	27	\$	93.72	12/31/2025	0.91	\$	84,463.22	4	2,023	33	\$	91.41
\$	6,500.00	\$	99,488.58	27	\$	184.24	12/31/2025	0.90	\$	117,296.80	4	2,023	33	\$	177.72
\$	3,326.40	\$	25,578.35	27	\$	94.73	12/31/2025	0.90	\$	29,892.03	4	2,023	33	\$	90.88
\$	865.00	\$	19,954.25	27	\$	24.63	12/31/2025	0.90	\$	23,319.45	4	2,023	33	\$	23.56
\$	865.00	\$	38,715.66	27	\$	24.72	12/31/2025	0.90	\$	44,946.82	4	2,023	33	\$	23.48
\$	865.00	\$	147,026.30	27	\$	24.75	12/31/2025	0.89	\$	170,314.16	4	2,023	33	\$	23.46
\$	3,326.40	\$	82,336.75	27	\$	95.30	12/31/2025	0.89	\$	95,166.46	4	2,023	33	\$	90.12
\$	6,954.75	\$	27,946.03	28	\$	199.61	12/31/2025	0.88	\$	30,041.88	5	2,023	32	\$	187.76
\$	865.00	\$	79,165.02	29	\$	24.38	12/31/2025	0.85	\$	82,370.12	6	2,023	31	\$	23.72
\$	6,954.75	\$	26,495.89	29	\$	196.45	12/31/2025	0.85	\$	29,502.11	6	2,023	31	\$	190.34
\$	865.00	\$	106,999.32	29	\$	24.60	12/31/2025	0.84	\$	109,389.16	6	2,023	31	\$	23.52
\$	865.00	\$	107,991.78	29	\$	24.73	12/31/2025	0.84	\$	108,776.71	6	2,023	31	\$	23.39
\$	865.00	\$	64,697.26	29	\$	24.78	12/31/2025	0.84	\$	65,123.84	6	2,023	31	\$	23.34
\$	865.00	\$	64,768.36	29	\$	24.82	12/31/2025	0.84	\$	65,052.74	6	2,023	31	\$	23.32
\$	865.00	\$	145,067.58	30	\$	24.29	12/31/2025	0.83	\$	142,823.74	7	2,023	30	\$	23.60
\$	865.00	\$	192,802.68	31	\$	24.11	12/31/2025	0.80	\$	179,351.23	8	2,023	29	\$	23.97
\$	6,954.75	\$	39,507.67	31	\$	196.28	12/31/2025	0.79	\$	33,077.93	8	2,023	29	\$	190.10
\$	6,954.75	\$	30,488.58	31	\$	196.69	12/31/2025	0.79	\$	27,501.43	8	2,023	29	\$	189.67
\$	865.00	\$	19,057.65	31	\$	24.59	12/31/2025	0.79	\$	17,003.77	8	2,023	29	\$	23.48
\$	865.00	\$	136,583.11	32	\$	24.36	12/31/2025	0.77	\$	115,846.80	9	2,023	28	\$	23.64
\$	6,954.75	\$	152,448.51	33	\$	194.39	12/31/2025	0.75	\$	150,481.53	10	2,023	27	\$	191.95
\$	865.00	\$	128,541.37	33	\$	24.34	12/31/2025	0.74	\$	102,251.69	10	2,023	27	\$	23.67
\$	865.00	\$	241,963.01	33	\$	24.44	12/31/2025	0.74	\$	190,773.97	10	2,023	27	\$	23.55
\$	865.00	\$	90,332.86	33	\$	24.44	12/31/2025	0.74	\$	71,222.28	10	2,023	27	\$	23.55
\$	6,954.75	\$	130,711.19	33	\$	198.05	12/31/2025	0.73	\$	101,240.84	10	2,023	27	\$	187.48
\$	865.00	\$	111,336.16	34	\$	24.26	12/31/2025	0.71	\$	83,395.48	11	2,023	26	\$	23.76
\$	6,954.75	\$	132,743.63	34	\$	198.21	12/31/2025	0.71	\$	99,208.40	11	2,023	26	\$	190.78
\$	6,954.75	\$	13,312.47	34	\$	198.77	12/31/2025	0.71	\$	9,882.73	11	2,023	26	\$	190.05
\$	6,954.75	\$	19,968.71	34	\$	195.77	12/31/2025	0.71	\$	14,824.10	11	2,023	26	\$	190.05
\$	865.00	\$	38,118.46	34	\$	24.37	12/31/2025	0.71	\$	28,234.55	11	2,023	26	\$	23.61
\$	865.00	\$	22,373.88	34	\$	24.37	12/31/2025	0.71	\$	16,572.45	11	2,023	26	\$	23.61
\$	865.00	\$	24,859.86	34	\$	24.37	12/31/2025	0.71	\$	16,413.84	11	2,023	26	\$	23.61
\$	865.00	\$	20,718.55	34	\$	24.37	12/31/2025	0.71	\$	15,344.66	11	2,023	26	\$	23.61
\$	865.00	\$	23,889.15	35	\$	24.17	12/31/2025	0.69	\$	16,999.63	12	2,023	25	\$	23.86
\$	6,954.75	\$	204,260.05	35	\$	194.53	12/31/2025	0.69	\$	143,687.99	12	2,023	25	\$	191.58
\$	6,954.75	\$	41,080.66	35	\$	195.62	12/31/2025	0.68	\$	26,504.95	12	2,023	25	\$	180.03
\$	6,954.75	\$	61,820.99	35	\$	195.62	12/31/2025	0.68	\$	42,757.42	12	2,023	25	\$	180.03
\$	865.00	\$	63,927.05	35	\$	24.35	12/31/2025	0.68	\$	44,257.19	12	2,023	25	\$	23.60
\$	865.00	\$	30,217.25	39	\$	24.69	12/31/2025	0.67	\$	20,238.63	12	2,023	25	\$	23.13

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Year	2,020	2,020	2,020	2,020	2,020	2,020	2,020	2,020	2,020	2,021	2,021	2,021	2,021	2,021	2,021	2,021	2,021
Month	5	6	7	8	9	10	11	12	1	1	2	3	4	5	6	7	8
	\$ 216	\$ 216	\$ 216	\$ 216	\$ 216	\$ 216	\$ 216	\$ 216	\$ 216	\$ 1,940	\$ 216	\$ 216	\$ 216	\$ 216	\$ 216	\$ 216	\$ 216
	\$ 305	\$ 305	\$ 305	\$ 305	\$ 305	\$ 305	\$ 305	\$ 305	\$ 305	\$ 2,742	\$ 305	\$ 305	\$ 305	\$ 305	\$ 305	\$ 305	\$ 305
	\$ 720	\$ 720	\$ 720	\$ 720	\$ 720	\$ 720	\$ 720	\$ 720	\$ 720	\$ 6,485	\$ 720	\$ 720	\$ 720	\$ 720	\$ 720	\$ 720	\$ 720
	\$ 192	\$ 192	\$ 192	\$ 192	\$ 192	\$ 192	\$ 192	\$ 192	\$ 192	\$ 1,725	\$ 192	\$ 192	\$ 192	\$ 192	\$ 192	\$ 192	\$ 192
	\$ 479	\$ 479	\$ 479	\$ 479	\$ 479	\$ 479	\$ 479	\$ 479	\$ 479	\$ 4,310	\$ 479	\$ 479	\$ 479	\$ 479	\$ 479	\$ 479	\$ 479
	\$ 304	\$ 304	\$ 304	\$ 304	\$ 304	\$ 304	\$ 304	\$ 304	\$ 304	\$ 2,740	\$ 304	\$ 304	\$ 304	\$ 304	\$ 304	\$ 304	\$ 304
	\$ 720	\$ 720	\$ 720	\$ 720	\$ 720	\$ 720	\$ 720	\$ 720	\$ 720	\$ 6,477	\$ 720	\$ 720	\$ 720	\$ 720	\$ 720	\$ 720	\$ 720
	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 641	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71
	\$ -	\$ 1,197	\$ 1,197	\$ 1,197	\$ 1,197	\$ 1,197	\$ 1,197	\$ 1,197	\$ 1,197	\$ 9,974	\$ 1,197	\$ 1,197	\$ 1,197	\$ 1,197	\$ 1,197	\$ 1,197	\$ 1,197
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,148	\$ 3,148	\$ 3,148	\$ 3,148	\$ 3,148	\$ 3,148	\$ 3,148	\$ 3,148
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,442)	\$ (1,442)	\$ (1,442)	\$ (1,442)	\$ (1,442)	\$ (1,442)	\$ (1,442)	\$ (1,442)
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,442	\$ 1,442	\$ 1,442	\$ 1,442	\$ 1,442	\$ 1,442	\$ 1,442	\$ 1,442
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,833	\$ 1,833	\$ 1,833	\$ 1,833	\$ 1,833	\$ 1,833	\$ 1,833	\$ 1,833
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,972	\$ 3,972	\$ 3,972	\$ 3,972	\$ 3,972	\$ 3,972	\$ 3,972	\$ 3,972
										\$ 992	\$ 992	\$ 992	\$ 756	\$ 756	\$ 756	\$ 756	\$ 756
										\$ 13,848	\$ 13,848	\$ 13,848	\$ 9,545	\$ 9,545	\$ 9,545	\$ 9,545	\$ 9,545
										\$ 3,333	\$ 3,333	\$ 3,333	\$ 2,297	\$ 2,297	\$ 2,297	\$ 2,297	\$ 2,297
										\$ 1,437	\$ 1,437	\$ 1,437	\$ 1,292	\$ 1,292	\$ 1,292	\$ 1,292	\$ 1,292
										\$ 1,482	\$ 1,482	\$ 1,482	\$ 1,129	\$ 1,129	\$ 1,129	\$ 1,129	\$ 1,129
										\$ 683	\$ 683	\$ 683	\$ 683	\$ 683	\$ 647	\$ 647	\$ 647
										\$ 2,101	\$ 2,101	\$ 2,101	\$ 2,101	\$ 2,101	\$ 1,911	\$ 1,911	\$ 1,911
										\$ 483	\$ 483	\$ 483	\$ 483	\$ 483	\$ 481	\$ 481	\$ 481
										\$ 7,441	\$ 7,441	\$ 7,441	\$ 7,441	\$ 7,441	\$ 7,191	\$ 7,191	\$ 7,191
										\$ 1,607	\$ 1,607	\$ 1,607	\$ 1,607	\$ 1,607	\$ 1,521	\$ 1,521	\$ 1,521
										\$ 563	\$ 563	\$ 563	\$ 563	\$ 563	\$ 533	\$ 533	\$ 533
										\$ 870	\$ 870	\$ 870	\$ 870	\$ 870	\$ 813	\$ 813	\$ 813
										\$ 3,071	\$ 3,071	\$ 3,071	\$ 3,071	\$ 3,071	\$ 2,868	\$ 2,868	\$ 2,868
										\$ 1,607	\$ 1,607	\$ 1,607	\$ 1,607	\$ 1,607	\$ 1,607	\$ 1,520	\$ 1,520
										\$ 126	\$ 126	\$ 126	\$ 126	\$ 126	\$ 126	\$ 120	\$ 120
										\$ 7,457	\$ 7,457	\$ 7,457	\$ 7,457	\$ 7,457	\$ 7,457	\$ 7,052	\$ 7,052
										\$ 1,011	\$ 1,011	\$ 1,011	\$ 1,011	\$ 1,011	\$ 1,011	\$ 955	\$ 955
										\$ 774	\$ 774	\$ 774	\$ 774	\$ 774	\$ 774	\$ 718	\$ 718
										\$ 2,537	\$ 2,537	\$ 2,537	\$ 2,537	\$ 2,537	\$ 2,537	\$ 2,260	\$ 2,260
										\$ 999	\$ 999	\$ 999	\$ 999	\$ 999	\$ 999	\$ 893	\$ 893
										\$ 1,244	\$ 1,244	\$ 1,244	\$ 1,244	\$ 1,244	\$ 1,244	\$ 1,064	\$ 1,064
										\$ 12,700	\$ 12,700	\$ 12,700	\$ 12,700	\$ 12,700	\$ 12,700	\$ 10,743	\$ 10,743
										\$ 2,515	\$ 2,515	\$ 2,515	\$ 2,515	\$ 2,515	\$ 2,515	\$ 2,515	\$ 2,515
										\$ 529	\$ 529	\$ 529	\$ 529	\$ 529	\$ 529	\$ 529	\$ 529
										\$ 5,179	\$ 5,179	\$ 5,179	\$ 5,179	\$ 5,179	\$ 5,179	\$ 5,179	\$ 5,179
										\$ 1,485	\$ 1,485	\$ 1,485	\$ 1,485	\$ 1,485	\$ 1,485	\$ 1,485	\$ 1,485
										\$ 787	\$ 787	\$ 787	\$ 787	\$ 787	\$ 787	\$ 787	\$ 787
										\$ 1,543	\$ 1,543	\$ 1,543	\$ 1,543	\$ 1,543	\$ 1,543	\$ 1,543	\$ 1,543
										\$ 516	\$ 516	\$ 516	\$ 516	\$ 516	\$ 516	\$ 516	\$ 516
										\$ 4,374	\$ 4,374	\$ 4,374	\$ 4,374	\$ 4,374	\$ 4,374	\$ 4,374	\$ 4,374
										\$ 1,060	\$ 1,060	\$ 1,060	\$ 1,060	\$ 1,060	\$ 1,060	\$ 1,060	\$ 1,060
										\$ 487	\$ 487	\$ 487	\$ 487	\$ 487	\$ 487	\$ 487	\$ 487
										\$ 730	\$ 730	\$ 730	\$ 730	\$ 730	\$ 730	\$ 730	\$ 730
										\$ 1,953	\$ 1,953	\$ 1,953	\$ 1,953	\$ 1,953	\$ 1,953	\$ 1,953	\$ 1,953
										\$ 1,990	\$ 1,990	\$ 1,990	\$ 1,990	\$ 1,990	\$ 1,990	\$ 1,990	\$ 1,990
										\$ 5,214	\$ 5,214	\$ 5,214	\$ 5,214	\$ 5,214	\$ 5,214	\$ 5,214	\$ 5,214
										\$ 1,311	\$ 1,311	\$ 1,311	\$ 1,311	\$ 1,311	\$ 1,311	\$ 1,311	\$ 1,311
										\$ 4,169	\$ 4,169	\$ 4,169	\$ 4,169	\$ 4,169	\$ 4,169	\$ 4,169	\$ 4,169
										\$ 815	\$ 815	\$ 815	\$ 815	\$ 815	\$ 815	\$ 815	\$ 815
										\$ 3,083	\$ 3,083	\$ 3,083	\$ 3,083	\$ 3,083	\$ 3,083	\$ 3,083	\$ 3,083
										\$ 1,980	\$ 1,980	\$ 1,980	\$ 1,980	\$ 1,980	\$ 1,980	\$ 1,980	\$ 1,980
										\$ 7,386	\$ 7,386	\$ 7,386	\$ 7,386	\$ 7,386	\$ 7,386	\$ 7,386	\$ 7,386
										\$ 4,696	\$ 4,696	\$ 4,696	\$ 4,696	\$ 4,696	\$ 4,696	\$ 4,696	\$ 4,696
										\$ 1,850	\$ 1,850	\$ 1,850	\$ 1,850	\$ 1,850	\$ 1,850	\$ 1,850	\$ 1,850
										\$ 3,693	\$ 3,693	\$ 3,693	\$ 3,693	\$ 3,693	\$ 3,693	\$ 3,693	\$ 3,693
										\$ 2,425	\$ 2,425	\$ 2,425	\$ 2,425	\$ 2,425	\$ 2,425	\$ 2,425	\$ 2,425
										\$ 6,092	\$ 6,092	\$ 6,092	\$ 6,092	\$ 6,092	\$ 6,092	\$ 6,092	\$ 6,092
										\$ 1,202	\$ 1,202	\$ 1,202	\$ 1,202	\$ 1,202	\$ 1,202	\$ 1,202	\$ 1,202
										\$ 601	\$ 601	\$ 601	\$ 601	\$ 601	\$ 601	\$ 601	\$ 601
										\$ 3,005	\$ 3,005	\$ 3,005	\$ 3,005	\$ 3,005	\$ 3,005	\$ 3,005	\$ 3,005
										\$ 7,803	\$ 7,803	\$ 7,803	\$ 7,803	\$ 7,803	\$ 7,803	\$ 7,803	\$ 7,803
										\$ 2,939	\$ 2,939	\$ 2,939	\$ 2,939	\$ 2,939	\$ 2,939	\$ 2,939	\$ 2,939
										\$ 1,104	\$ 1,104	\$ 1,104	\$ 1,104	\$ 1,104	\$ 1,104	\$ 1,104	\$ 1,104
										\$ 591	\$ 591	\$ 591	\$ 591	\$ 591	\$ 591	\$ 591	\$ 591
										\$ 2,808	\$ 2,808	\$ 2,808	\$ 2,808	\$ 2,808	\$ 2,808	\$ 2,808	\$ 2,808
										\$ 7,361	\$ 7,361	\$ 7,361	\$ 7,361	\$ 7,361	\$ 7,361	\$ 7,361	\$ 7,361
										\$ 2,061	\$ 2,061	\$ 2,061	\$ 2,061	\$ 2,061	\$ 2,061	\$ 2,061	\$ 2,061
										\$ 1,203	\$ 1,203	\$ 1,203	\$ 1,203	\$ 1,203	\$ 1,203	\$ 1,203	\$ 1,203
										\$ 2,942	\$ 2,942	\$ 2,942	\$ 2,942	\$ 2,942	\$ 2,942	\$ 2,942	\$ 2,942
										\$ 3,467	\$ 3,467	\$ 3,467	\$ 3,467	\$ 3,467	\$ 3,467	\$ 3,467	\$ 3,467
										\$ 1,238	\$ 1,238	\$ 1,238	\$ 1,238	\$ 1,238	\$ 1,238	\$ 1,238	\$ 1,238
										\$ 1,575	\$ 1,575	\$ 1,575	\$ 1,575	\$ 1,575	\$ 1,575	\$ 1,575	\$ 1,575
										\$ 1,649	\$ 1,649	\$ 1,649	\$ 1,649	\$ 1,649	\$ 1,649	\$ 1,649	\$ 1,649
										\$ 4,209	\$ 4,209	\$ 4,209	\$ 4,209	\$ 4,209	\$ 4,209	\$ 4,209	\$ 4,209

Total	\$ 472,776	\$ 440,351	\$ 434,776	\$ 434,278	\$ 434,051	\$ 433,422	\$ 430,293	\$ 430,293
Subscription	\$ 427,185	\$ 427,195	\$ 409,021	\$ 406,102	\$ 403,318	\$ 389,282	\$ 360,826	\$ 360,826
Renewal/Coterm	\$ 45,581	\$ 13,156	\$ 25,755	\$ 28,176	\$ 30,733	\$ 44,140	\$ 69,467	\$ 69,467
Discount	\$ (16,867)	\$ (16,667)	\$ (16,667)	\$ (16,867)	\$ (16,667)	\$ (16,667)	\$ (16,667)	\$ (16,667)

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Conversion of 2021 Term Licenses to Perpetual Licenses Term Sheet

This Conversion of 2021 Term License to Perpetual Licenses Term Sheet ("**Term Sheet**"), effective as of October 26, 2021 ("**Effective Date**"), is subject to the terms of that certain Service Provider Agreement dated September 30, 2016 ("**SPA**") entered into between VeloCloud Networks, LLC, a Delaware limited liability company ("**VeloCloud**") and U.S. TelePacific Corp., a Delaware corporation (formerly a California corporation), on behalf of itself and its operating affiliates d/b/a TPx Communications, formerly d/b/a TelePacific Communications ("**Service Provider**"), as amended by that certain Amendment No. 1 dated December 30, 2016 ("**2016 Amendment**"), that certain Amendment No. 1 dated September 18, 2019 ("**Amendment No. 1**"), and that certain Amendment No. 2 effective January 29, 2021 ("**Amendment No. 2**"). The SPA, 2016 Amendment, Amendment No. 1, and Amendment No. 2 are hereinafter collectively referred to as the "**Agreement**". All capitalized terms used in this Term Sheet and not defined herein shall have the meanings ascribed to them in the Agreement.

RECITALS

WHEREAS, from January 30, 2021, up to the Effective Date hereof, Service Provider purchased from VeloCloud 681 Edge devices ("Deployed Edges"), together with 681 software subscription licenses and associated subscription licenses for associated Gateways and associated Orchestrator Service for all 681 Deployed Edges (collectively, "**Year 2021 Subscription Licenses**"), as more particularly described in **Exhibit A – Commercial Terms** below.

WHEREAS, Service Provider desires to convert all 2021 Subscription Licenses to Perpetual Licenses as permitted under the Agreement.

The parties now agree as follows:

Conversion Terms

1. Conversion Terms Number of Edges and Licenses; Conversion of Licenses.

- 1.1. VeloCloud's records indicate that Service Provider previously purchased 681 Deployed Edges and 681 Year 2021 Subscription Licenses.
- 1.2. The parties agree that Service Provider may convert all 681 Year 2021 Subscription Licenses to Perpetual Licenses in accordance with the terms set forth herein.
- 1.3. As consideration for the conversion of all 681 Year 2021 Subscription Licenses to Perpetual Licenses under the Agreement and this Term Sheet, on or before October 29, 2021, Service Provider will execute and deliver to VeloCloud a Sales Order in the amount of \$1,765,635.25, the total conversion fee ("**Total Conversion Fee**"). Upon the full execution of this Term Sheet and the applicable Sales Order, VeloCloud shall issue an invoice for the Total Conversion Fee, which shall be payable by Service Provider no later than forty-five (45) days after its receipt of the invoice.)
- 1.4. For avoidance of doubt, under the Agreement, on the applicable expiration date of the initial term of each Subscription License, each such license will automatically convert to a Perpetual License where such license has not been converted to a Perpetual License prior to that time.
- 1.5. Software support services for the Deployed Edges shall continue through the end of the initial term of each Subscription License. Thereafter, Software support services for the Deployed Edges shall be automatically renewed in accordance with the terms of the Agreement at the then-current price for Support Costs.

Exhibit A – Commercial Terms**One-Time**

Product	Description	List Price	Total Effective Discount %	Exception % Request	Enet Price	Channel Discount %	Cnet Price	Qty	Total Solution
VC-200-VCE-200-P	200 Mbps Link Bandwidth on 200 Mbps Virtual Edge Perpetual	\$2700.00	70.80%	70.80%	\$788.40	0.00%	\$788.40	330	\$260172.00
VC-200-VCG-200-P	200 Mbps Link Bandwidth on 200 Mbps Gateway Perpetual	\$1000.00	70.80%	70.80%	\$292.00	0.00%	\$292.00	330	\$96360.00
VC-200-VCO-200-P	200 Mbps Link Bandwidth on 200 Mbps Orchestrator Edge Perpetual	\$1375.00	70.80%	70.80%	\$401.50	0.00%	\$401.50	330	\$132495.00
VC-1000-VCE-1000-P	1 Gbps Link Bandwidth on 1 Gbps Virtual Edge Perpetual	\$4800.00	39.50%	39.50%	\$2904.00	0.00%	\$2904.00	35	\$101640.00
VC-1000-VCG-1000-P	1 Gbps Link Bandwidth on 1 Gbps Gateway Perpetual	\$1300.00	39.50%	39.50%	\$786.50	0.00%	\$786.50	35	\$27527.50
VC-1000-VCO-1000-P	1 Gbps Link Bandwidth on 1 Gbps Orchestrator Perpetual	\$4000.00	68.00%	68.00%	\$1280.00	0.00%	\$1280.00	305	\$390400.00
VC-2000-VCE-2000-P	2 Gbps Link Bandwidth on 2 Gbps Virtual Edge Perpetual	\$8500.00	53.50%	53.50%	\$3952.50	0.00%	\$3952.50	11	\$43477.50
VC-2000-VCG-2000-P	2 Gbps Link Bandwidth on 2 Gbps Gateway Perpetual	\$1800.00	53.50%	53.50%	\$837.00	0.00%	\$837.00	11	\$9207.00
VC-2000-VCO-2000-P	2 Gbps Link Bandwidth on 2 Gbps Orchestrator Perpetual	\$4750.00	53.50%	53.50%	\$2208.75	0.00%	\$2208.75	11	\$24296.25
VC-1000-VCE-1000-P	1 Gbps Link Bandwidth on 1 Gbps Virtual Edge Perpetual	\$4800.00	68.00%	68.00%	\$1536.00	0.00%	\$1536.00	305	\$468480.00
VC-1000-VCG-1000-P	1 Gbps Link Bandwidth on 1 Gbps Gateway Perpetual	\$1300.00	68.00%	68.00%	\$416.00	0.00%	\$416.00	305	\$126880.00
VC-1000-VCO-1000-P	1 Gbps Link Bandwidth on 1 Gbps Orchestrator Perpetual	\$4000.00	39.50%	39.50%	\$2420.00	0.00%	\$2420.00	35	\$84700.00
									\$1765635.25

VeloCloud Solution TOTAL : \$1765635.25

(signatures follow on next page)

IN WITNESS WHEREOF, the parties hereto have executed this Term Sheet through their respective duly authorized representatives, effective as of the Effective Date set forth above.

VELOCLOUD:

**VeloCloud Networks, LLC,
a Delaware limited liability company**

By: _____

Name: _____

Title: _____

SERVICE PROVIDER:

**U.S. TelePacific Corp.,
a Delaware corporation**

By:  _____
F611188EE55E48F

Name: Brent Novak _____

Title: CFO _____

Approved by TPx Legal

 10/28/2021



Sales Order

Quote No: V00017256
Pricing Valid Until: 26-Feb-21

Bill To:	Ship To:
PO Box 1429 Coppell Texas 75019 United States	Renewal Only – No Shipment
Reseller: U.S. TelePacific Corp., d/b/a TPx Communications	End User: U.S. TelePacific Corp., d/b/a TPx Communications

Subscription Charges - Cotermin to date 12/31/2025						
Product	Description	Price	Qty	Subtotal	Discount (%)	Net Price
VC200M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 200 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 05-10-2020 to 12-31-2025	6,710.00	37	248,270.00	80	95,421.17
VC500M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 500 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 05-10-2020 to 12-31-2025	12,030.00	8	96,240.00	80	36,989.30
VC001G-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 1 Gbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 05-10-2020 to 12-31-2025	13,040.00	8	104,320.00	80	40,094.80
VC100M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 100 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 05-29-2020 to 12-31-2025	4,190.00	50	209,500.00	80	79,336.02
VC200M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 200 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 05-29-2020 to 12-31-2025	6,710.00	3	20,130.00	80	7,623.07
VC001G-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 1 Gbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 01-02-2021 to 12-31-2025	13,040.00	22	286,880.00	80	97,288.86
VC500M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 500 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 01-02-2021 to 12-31-2025	12,030.00	24	288,720.00	80	97,912.85

VC100M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 100 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 01-02-2021 to 12-31-2025	4,190.00	71	297,490.00	80	100,887.00
VC200M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 200 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 01-02-2021 to 12-31-2025	6,710.00	60	402,600.00	80	136,532.67
VC100M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 100 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 03-21-2021 to 12-31-2025	4,190.00	500	2,095,000.00	80	674,948.22
VC500M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 500 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 03-21-2021 to 12-31-2025	12,030.00	27	324,810.00	80	104,644.36
VC100M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 100 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 04-29-2021 to 12-31-2025	4,190.00	80	335,200.00	80	106,097.12
VC200M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 200 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 04-29-2021 to 12-31-2025	6,710.00	27	181,170.00	80	57,343.72
VC500M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 500 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 04-29-2021 to 12-31-2025	12,030.00	15	180,450.00	80	57,115.83
VC100M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 100 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 06-03-2021 to 12-31-2025	4,190.00	420	1,759,800.00	80	547,063.29
VC200M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 200 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 06-03-2021 to 12-31-2025	6,710.00	54	362,340.00	80	112,639.46
VC500M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 500 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 06-03-2021 to 12-31-2025	12,030.00	27	324,810.00	80	100,972.63

VC100M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 100 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 07-12-2021 to 12-31-2025	4,190.00	330	1,382,700.00	80	422,020.25
VC200M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 200 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 07-12-2021 to 12-31-2025	6,710.00	40	268,400.00	80	81,919.60
VC500M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 500 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 07-12-2021 to 12-31-2025	12,030.00	20	240,600.00	80	73,434.64
VC100M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 100 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 07-22-2021 to 12-31-2025	4,190.00	455	1,906,450.00	80	571,100.92
VC200M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 200 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 07-22-2021 to 12-31-2025	6,710.00	45	301,950.00	80	90,452.90
VC500M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 500 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 07-22-2021 to 12-31-2025	12,030.00	30	360,900.00	80	108,112.11
VC001G-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 1 Gbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 07-22-2021 to 12-31-2025	13,040.00	5	65,200.00	80	19,531.47
VC100M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 100 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 09-25-2021 to 12-31-2025	4,190.00	210	879,900.00	80	253,638.44
VC200M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 200 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 09-25-2021 to 12-31-2025	6,710.00	80	536,800.00	80	154,737.03
VC500M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 500 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 09-25-2021 to 12-31-2025	12,030.00	40	481,200.00	80	138,709.87

VC100M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 100 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 10-21-2021 to 12-31-2025	4,190.00	225	942,750.00	80	266,426.93
VC200M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 200 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 10-21-2021 to 12-31-2025	6,710.00	110	738,100.00	80	208,591.58
VC500M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 500 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 10-21-2021 to 12-31-2025	12,030.00	50	601,500.00	80	169,987.59
VC100M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 100 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 11-27-2021 to 12-31-2025	4,190.00	200	838,000.00	80	232,087.46
VC200M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 200 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 11-27-2021 to 12-31-2025	6,710.00	50	335,500.00	80	92,918.07
VC500M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 500 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 11-27-2021 to 12-31-2025	12,030.00	50	601,500.00	80	166,587.84
VC100M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 100 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 12-24-2021 to 12-31-2025	4,190.00	300	1,257,000.00	80	341,026.47
VC200M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 200 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 12-24-2021 to 12-31-2025	6,710.00	150	1,006,500.00	80	273,065.35
VC500M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 500 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 12-24-2021 to 12-31-2025	12,030.00	107	1,287,210.00	80	349,222.50
VC001G-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 1 Gbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 12-24-2021 to 12-31-2025	13,040.00	10	130,400.00	80	35,377.77

VC002G-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 2 Gbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 12-24-2021 to 12-31-2025	14,050.00	10	140,500.00	80	38,117.91
VC100M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 100 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 02-04-2022 to 12-31-2025	4,190.00	250	1,047,500.00	80	278,268.13
VC200M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 200 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 02-04-2022 to 12-31-2025	6,710.00	100	671,000.00	80	178,250.99
VC100M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 100 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 03-03-2022 to 12-31-2025	4,190.00	150	628,500.00	80	163,408.52
VC200M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 200 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 03-03-2022 to 12-31-2025	6,710.00	50	335,500.00	80	87,229.21
VC100M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 100 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 04-09-2022 to 12-31-2025	4,190.00	320	1,340,800.00	80	341,026.47
VC200M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 200 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 04-09-2022 to 12-31-2025	6,710.00	120	805,200.00	80	204,799.01
VC001G-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 1 Gbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 04-09-2022 to 12-31-2025	13,040.00	6	78,240.00	80	19,899.99
VC002G-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 2 Gbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 04-09-2022 to 12-31-2025	14,050.00	3	42,150.00	80	10,720.66
VC100M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 100 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 05-13-2022 to 12-31-2025	4,190.00	300	1,257,000.00	80	312,607.60

VC200M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 200 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 05-13-2022 to 12-31-2025	6,710.00	84	563,640.00	80	140,173.54
VC500M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 500 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 05-13-2022 to 12-31-2025	12,030.00	36	433,080.00	80	107,704.13
VC002G-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 2 Gbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 05-21-2022 to 12-31-2025	14,050.00	21	295,050.00	80	71,709.33
VC100M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 100 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 06-18-2022 to 12-31-2025	4,190.00	380	1,592,200.00	80	377,971.00
VC200M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 200 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 06-18-2022 to 12-31-2025	6,710.00	115	771,650.00	80	183,181.34
VC500M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 500 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 06-18-2022 to 12-31-2025	12,030.00	45	541,350.00	80	128,510.62
VC001G-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 1 Gbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 06-18-2022 to 12-31-2025	13,040.00	10	130,400.00	80	30,955.54
VC002G-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 2 Gbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 06-18-2022 to 12-31-2025	14,050.00	5	70,250.00	80	16,676.59
VC100M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 100 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 07-23-2022 to 12-31-2025	4,190.00	175	733,250.00	80	169,921.17
VC200M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 200 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 07-23-2022 to 12-31-2025	6,710.00	44	295,240.00	80	68,418.04

VC001G-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 1 Gbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 07-23-2022 to 12-31-2025	13,040.00	15	195,600.00	80	45,327.76
VC002G-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 2 Gbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 07-23-2022 to 12-31-2025	14,050.00	10	140,500.00	80	32,559.05
VC100M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 100 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 08-26-2022 to 12-31-2025	4,190.00	380	1,592,200.00	80	359,972.38
VC001G-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 1 Gbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 08-26-2022 to 12-31-2025	13,040.00	21	273,840.00	80	61,911.09
VC100M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 100 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 09-29-2022 to 12-31-2025	4,190.00	380	1,592,200.00	80	350,973.07
VC200M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 200 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 09-29-2022 to 12-31-2025	6,710.00	45	301,950.00	80	66,559.68
VC500M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 500 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 09-29-2022 to 12-31-2025	12,030.00	40	481,200.00	80	106,072.25
VC001G-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 1 Gbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 09-29-2022 to 12-31-2025	13,040.00	30	391,200.00	80	86,233.30
VC002G-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 2 Gbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 09-29-2022 to 12-31-2025	14,050.00	15	210,750.00	80	46,456.21
VC200M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 200 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 10-17-2022 to 12-31-2025	6,710.00	50	335,500.00	80	72,058.91

VC500M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 500 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 10-17-2022 to 12-31-2025	12,030.00	50	601,500.00	80	129,190.57
VC001G-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 1 Gbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 10-17-2022 to 12-31-2025	13,040.00	27	352,080.00	80	75,619.97
VC001G-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 1 Gbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 11-24-2022 to 12-31-2025	13,040.00	30	391,200.00	80	81,811.08
VC002G-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 2 Gbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 11-24-2022 to 12-31-2025	14,050.00	15	210,750.00	80	44,073.84
VC100M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 100 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 11-24-2022 to 12-31-2025	4,190.00	385	1,613,150.00	80	337,355.70
VC500M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 500 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 11-24-2022 to 12-31-2025	12,030.00	45	541,350.00	80	113,211.73
VC001G-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 1 Gbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 02-02-2023 to 12-31-2025	13,040.00	25	326,000.00	80	64,490.72
VC100M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 100 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 02-02-2023 to 12-31-2025	4,190.00	60	251,400.00	80	49,733.03
VC500M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 500 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 02-02-2023 to 12-31-2025	12,030.00	90	1,082,700.00	80	214,184.36
VC001G-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 1 Gbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 02-16-2023 to 12-31-2025	13,040.00	60	782,400.00	80	150,355.50

VC100M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 100 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 02-16-2023 to 12-31-2025	4,190.00	520	2,178,800.00	80	418,704.72
VC500M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 500 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 02-16-2023 to 12-31-2025	12,030.00	10	120,300.00	80	23,118.31
VC002G-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 2 Gbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 03-29-2023 to 12-31-2025	14,050.00	4	56,200.00	80	10,482.43
VC100M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 100 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 03-29-2023 to 12-31-2025	4,190.00	468	1,960,920.00	80	365,750.89
VC200M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 200 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 03-29-2023 to 12-31-2025	6,710.00	30	201,300.00	80	37,546.49
VC500M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 500 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 03-29-2023 to 12-31-2025	12,030.00	60	721,800.00	80	134,630.17
VC001G-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 1 Gbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 04-19-2023 to 12-31-2025	13,040.00	20	260,800.00	80	47,170.35
VC050M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 50 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 04-19-2023 to 12-31-2025	3,180.00	220	699,600.00	80	126,535.20
VC200M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 200 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 04-19-2023 to 12-31-2025	6,710.00	88	590,480.00	80	106,798.89
VC500M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 500 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 04-19-2023 to 12-31-2025	12,030.00	42	505,260.00	80	91,385.33

VC002G-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 2 Gbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 05-31-2023 to 12-31-2025	14,050.00	10	140,500.00	80	24,617.82
VC100M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 100 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 05-31-2023 to 12-31-2025	4,190.00	112	469,280.00	80	82,225.27
VC100M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 100 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 06-23-2023 to 12-31-2025	4,190.00	150	628,500.00	80	106,570.77
VC200M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 200 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 06-23-2023 to 12-31-2025	6,710.00	530	3,556,300.00	80	603,019.31
VC002G-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 2 Gbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 08-05-2023 to 12-31-2025	14,050.00	6	84,300.00	80	13,817.74
VC200M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 200 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 08-05-2023 to 12-31-2025	6,710.00	258	1,731,180.00	80	283,760.41
VC002G-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 2 Gbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 08-19-2023 to 12-31-2025	14,050.00	5	70,250.00	80	11,117.73
VC200M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 200 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 08-19-2023 to 12-31-2025	6,710.00	200	1,342,000.00	80	212,384.16
VC002G-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 2 Gbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 10-08-2023 to 12-31-2025	14,050.00	30	421,500.00	80	64,323.98
VC200M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 200 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 10-08-2023 to 12-31-2025	6,710.00	160	1,073,600.00	80	163,839.21

VC002G-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 2 Gbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 10-19-2023 to 12-31-2025	14,050.00	45	632,250.00	80	92,912.42
VC200M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 200 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 10-19-2023 to 12-31-2025	6,710.00	675	4,529,250.00	80	665,596.78
VC002G-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 2 Gbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 12-08-2023 to 12-31-2025	14,050.00	45	632,250.00	80	89,338.86
VC200M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 200 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 12-08-2023 to 12-31-2025	6,710.00	103	691,130.00	80	97,658.79
VC200M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 200 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 12-31-2023 to 12-31-2025	6,710.00	35	234,850.00	80	31,857.62
VC100M-PRE-HO-SG-L3451-36M-R	VMware SD-WAN 100 Mbps Premium Service Subscription for 3 years renewal, Monthly, Hosted Orchestrator with Software Gateway, Basic Support Backline (L3-4) Renewal term From: 10-17-2022 to 12-31-2025	4,190.00	380	1,592,200.00	80	341,973.76

Total Subscription Charges \$16,166,696.56

Total VeloCloud Solution \$16,166,696.56

Created by: Pablo Lizano, IB Services Team

General and Other Sales Terms

1. Upon signature by Customer and countersignature by VeloCloud Networks, LLC ("VeloCloud"), this Order Form shall become legally binding.
2. The order placed under this form shall be governed by the Terms and Conditions posted at <http://www.velocloud.com/company/subscription>.
3. Customer understands that the pricing listed herein is based on the term committed by the Customer, and acknowledges that once placed, this order is non-cancellable and all amounts are non-refundable.
4. All equipment provided by VeloCloud to Customer is owned by VeloCloud and must be returned in good operating condition, subject to normal wear and tear, at the end of the subscription.
5. Unless otherwise specified in this Order Form, all equipment will be shipped within 30 days of order acceptance.
6. Subscription Start Date is the date Customer activates the VeloCloud Service, but no later than 30 days after VeloCloud ships Edge equipment to Customer.
7. Subscription End Date (Expiration date) will be the anniversary end date of the subscription period.
8. Customer will be invoiced upon Shipment. Payment terms are Net 45 from date of invoice. Billing cycle is Monthly.
9. "The parties agree that Customer will have the option to convert Subscription Licenses to perpetual Licenses ("Perpetual Licenses"), conditional on the following (i) Service Provider pays a conversion fee for conversion of all Subscription Licenses to Perpetual Licenses (the "Conversion Fee"); and (ii) all Subscription Licenses that are converted to Perpetual Licenses are covered under a paid support and services agreement ("Support Costs")."

Customer to Complete:

PO Number: _____ PO Amount: _____

CUSTOMER SIGNATURE <i>U.S. TelePacific Corp.</i>	VELOCLOUD NETWORKS, LLC ACKNOWLEDGMENT
Signature: _____	Signature: _____
Printed: <u>Don Joos</u>	Printed: _____
Title: <u>CEO</u>	Title: _____
Date: <u>01/29/2021</u>	Date: _____

Approved by TPx Legal

77 01/29/2021



TPx Communications
303 Colorado Street, Suite 2075
Austin, TX 78701

September 25, 2024

By FedEx Overnight Delivery

Sanjay Uppal
VP & GM, Software-Defined Edge Division
c/o Legal Department
CA, Inc. (Broadcom)
3421 Hillview Avenue,
Palo Alto, CA 94304

RE: NOTICE OF BROADCOM'S ANTICIPATORY BREACH OF THE AGREEMENT

Mr. Uppal:

Reference is made to the Service Provider Agreement, as amended, dated September 30, 2016, by and between VeloCloud Networks, Inc, as predecessor in interest to Broadcom ("**Broadcom**") and U.S. TelePacific Corp. ("**TPx**") (the "**Agreement**").

As you are likely aware, through a series of communications, including an email sent by Tom Vick – Account Director, on May 8, 2024, Broadcom has indicated - and reiterated - its intention to:

- (i) block TPx from exercising its unilateral right to convert subscriptions to perpetual licenses under an option that was purchased through good and valuable consideration; and,
- (ii) utilize an end of sale and end of support motion in bad faith and inconsistent with the terms of the Agreement as a blatant pretext to force TPx from its perpetual licenses into re-purchased subscription-based services.

These statements by Broadcom constitute a clear, positive, unequivocal refusal to perform against the most critical and essential terms of the Agreement and therefore constitute an anticipatory breach thereof. **Per the terms of the Agreement, Broadcom has thirty (30) days to expressly and unequivocally retract its repudiation of the Agreement.**

Please be advised that TPx considers the Agreement critical to its business, and intends to aggressively pursue recourse if Broadcom fails to timely withdraw its repudiation.

This letter is not intended to be a complete recitation of facts, law, claims, remedies, defenses, or rights, all of which are reserved.

Regards,

A handwritten signature in black ink that reads "Colin J. Polacek". The signature is written in a cursive, flowing style.

Colin Polacek | Chief Legal Officer

P: (617) 674-5174

Email: Colin.Polacek@tpx.com

CA, Inc., A Broadcom Company
3421 Hillview Avenue
Palo Alto, CA 94304
broadcom.com



By FedEx Overnight Delivery

October 21, 2024

Shaun Andrews
Chief Executive Officer
c/o Legal Department
TPx Communications ("TPx")
303 Colorado Street, Suite 2075
Austin, TX 78701

RE: RESPONSE TO NOTICE OF BROADCOM'S ANTICIPATORY BREACH OF THE AGREEMENT

Dear Mr. Andrews:

We acknowledge receipt of your letter, dated September 25, 2024, outlining TPx's concerns regarding Broadcom's position on certain aspects of the Service Provider Agreement, dated September 30, 2016, as amended, made between VeloCloud Networks, LLC (the successor-in-interest to VeloCloud Networks, Inc.) and U.S. TelePacific Corp., on behalf of itself and its operating affiliates d/b/a TPx Communications (formerly d/b/a TelePacific Communications) (the "Agreement").

While it is true that VMware announced the end of availability for future purchases of perpetual licenses and also announced end of life for support for perpetual software licenses, effective December 11, 2023, this does not necessarily lead to the conclusion reached by the Account Director (Tom Vick) asserted in Mr. Vick's email on May 8, 2024.

As requested, we are hereby expressly retracting any purported repudiation of the Agreement, including the statements made by Mr. Vick in the May 8, 2024 email which suggested that TPx can no longer convert term based use rights into perpetual use rights pursuant to the Agreement's language providing for such a conversion.

We regret any confusion or concerns this may have caused and assure you that Broadcom is fully committed to fulfilling its obligations under the Agreement.

Broadcom highly values its relationship with TPx, and it is our intention to continue working together to achieve a mutually beneficial solution.

Sincerely,

A handwritten signature in black ink, appearing to read "Nkechi Chukwueke", written over a light blue horizontal line.

Nkechi Chukwueke
Legal Counsel
Broadcom Inc.

EXHIBIT B



The term "Broadcom" refers to Broadcom Inc. and/or its subsidiaries.

Regional Partner Agreement

This Regional Partner Agreement is entered into by and between **U.S. TelePacific Corp. d/b/a TPx Communications** with offices located at 303 Colorado Street, Suite 2045, Austin, TX 78701 ("Partner") and CA, Inc., a Broadcom Inc. Company ("Broadcom") with offices located at 3421 Hillview Avenue, HTG Building, Palo Alto, CA 94304 on May 6, 2025 ("Effective Date") and specifies terms and conditions which both parties enter into as a foundation for the relationship in which Partner and Broadcom work together as further described in (i) this Regional Partner Agreement, (ii) mutually-executed documents that reference this Regional Partner Agreement, (iii) any mutually agreed Transaction Document, (iv) content residing within the Partner Portal, and (v) any document incorporated expressly within the Agreement by reference, attached or signed separately by the Parties (collectively, the "Agreement").

PART I: APPOINTMENT

1. APPOINTMENT

- 1.1 In appointing Partner as an authorized partner of Broadcom, Broadcom has relied upon Partner's commitments documented as part of its Business Plan and as inscribed in the Broadcom Partner Portal, located at: <https://partnerportal.broadcom.com/> ("Partner Portal") or such other online location as Broadcom may notify Partner from time to time. Partner's participation and ongoing appointment are conditioned upon Partner continuing to meet all criteria which are established by Broadcom at the Partner Portal and the invitation to participate in the Broadcom Partner Program not being withdrawn at Broadcom's sole discretion. The nature and extent of Partner's appointment is specified in the Partner's Appointment and the Partner Portal ("Appointment of Rights"). The Partner Portal shall contain information which is specific to the Broadcom Partner Program and information which is Partner-specific. Access and use of the Partner Portal and Partner-specific content is granted subject to the terms governing the Partner Portal. The passwords to access the Partner Portal are strictly confidential and any unauthorized access of the Partner Portal due to an act or omission of the Partner is a material breach of this Agreement.
- 1.2 As set forth within Partner's segment of the Partner Portal, Broadcom grants to Partner specific rights and Partner accepts certain obligations regarding the use, resale, distribution, managed services operation, and demonstration of Broadcom Offerings along with other aspects of the partner relationship.
- 1.3 The Partner must comply with the following requirements to remain eligible to maintain its partnership status:
 - 1.3.1 maintain a current and accurate, agreed Business Plan as further described within the Partner Portal;
 - 1.3.2 maintain the specified staffing levels and support infrastructure dedicated to Broadcom Offerings;
 - 1.3.3 maintain the specified certification on Broadcom Offerings;
 - 1.3.4 conduct all business dealings to the standards within Part IV Ethics;
 - 1.3.5 ensure all payments are made by the due date; and
 - 1.3.6 maintain at its own expense throughout the Term, all valid licenses and permits for the importation, distribution, resale, use, or possession of the Broadcom Offerings as required in the Territory.
- 1.4 Generally Applicable Provisions:
 - 1.4.1 The appointments are non-exclusive and non-transferable, with Broadcom reserving the right to appoint other partners in any capacity including resellers, distributors, aggregators, managed service providers, original equipment manufacturers, or support providers without restriction.
 - 1.4.2 Except as expressly permitted by this Agreement, Partner is not authorized to (a) market or resell directly or indirectly any Broadcom Offering or to use the Broadcom Offering to provide any bureau, hosted or managed service including but not limited to a "software as a service" offering; or (b) market, offer, or resell (either directly, indirectly or through a managed service) any Broadcom Offering to a Broadcom Core/Strategic Account without Broadcom's prior written approval.
 - 1.4.3 Partner is authorized to refer to itself, in connection with exercising its rights under this Agreement, as a "Broadcom Authorized Tier 1 Partner" but solely in connection with marketing a Broadcom Offering, and only during the Term and within the Territory.
 - 1.4.4 Partner will use reasonable efforts to promote, market and sell the Broadcom Offering, at all times consistent with good business practices, and in a manner that reflects favorably on the goodwill and reputation of Broadcom.
 - 1.4.5 All contracts, communications and notices between Partner and Broadcom shall be in the English language.

2. PARTNER PROGRAM & REQUIREMENTS

- 2.1 The Broadcom Partner Program is detailed in the Partner Portal and shall include content addressing compliance requirements, benefits, obligations and additional supporting content. The Partner Portal is a secure confidential site and only to be accessed by those specifically authorized by Broadcom. Broadcom reserves the right to modify or withdraw benefits, obligations and eligibility detailed within the Broadcom Partner Program if Broadcom determines that circumstances or business requirements change. Broadcom will provide thirty (30) days advance notification on the Partner Portal prior to implementing such changes.
- 2.2 Broadcom reserves the right at any time to make changes or modifications to any Broadcom Offering, including, without limitation, changes which are required (i) for security, or (ii) to facilitate performance in accordance with the Documentation and/or to discontinue the sale of any Broadcom Offering. Broadcom will provide notice through its Broadcom support web site (currently <https://support.broadcom.com/>) or such other method used by Broadcom to communicate with Partner such as the Partner Portal.
- 2.3 Partner agrees to adhere to the certification, programmatic, and technical guidelines provided by Broadcom at the Partner Portal and report to Broadcom promptly in writing all suspected and actual problems with any Broadcom Offering.
- 2.4 Broadcom will make available to Partner, and Partner agrees to comply with, specified training stated in the Broadcom Partner Program and/or Business Plan agreed to by the Parties.

3. SERVICES

- 3.1 Partner may procure consulting services or education services ("Services") through a Transaction Document or Statement of Work ("SOW"), or Partner may obtain Services separately from other Broadcom partners or appropriately skilled third parties.

4. BROADCOM OFFERING UPDATES

- 4.1 To the extent Partner is granted rights within an Appointment of Rights document to distribute, resell, access or use Broadcom Offerings, Partner will provide End User with the End User Agreement and obtain End User's agreement to such terms (excluding any terms governing payments, pricing, delivery, and discounts as such terms are between End User and Partner), prior to placing an order. End User Agreement shall either be referenced in the Parties' Transaction Document(s) or provided by Broadcom as may be updated from time to time. Specific End User Agreement requirements will be specified if applicable within Transaction Documents.
- 4.2 Partner shall not remove, modify, or alter the End User Agreement or allow any third party to do so. Partner acknowledges that Broadcom shall not engage in negotiations of End User Agreement or related terms with an End User.
- 4.3 Partner shall provide Broadcom accurate information on each Transaction Document including information relating to license type, Authorized Use Limitations and other Broadcom Offering related information, and in the event Partner is shipping the Broadcom Offering(s), it must deliver to the End User indicated on the Transaction Document.

PART II: ORDERING

5. ORDERING AND RECORDS

- 5.1 To the extent authorized by Broadcom and subject to Partner's compliance with this Agreement, Broadcom will review and accept or reject Partner's orders within the Territory, for the specific Broadcom Offering for the benefit of End Users. Partner is not permitted to resell, distribute or provide a managed service, either internally or externally to a legal entity which is part of the corporate group to which Partner belongs. Any use of a Broadcom Offering within Partner's corporate group shall be considered a licence for internal use.
- 5.2 To the extent Partner has been granted related rights within an Appointment of Rights document, Partner may request consent of Broadcom for an Affiliate within the Territory to act as a reseller, distributor, managed service provider or cloud service provider in the same manner as Partner. Broadcom may grant, reject or qualify any grant at Broadcom's sole discretion and any Affiliate granted this right shall be documented in the Partner Portal and be considered an "Active Affiliate". The Partner and Active Affiliate shall be jointly and severally liable for the acts and omissions of the Active Affiliate. The Active Affiliate shall accept and be bound by the terms of this Agreement as if it were also a partner upon notification of acceptance by Broadcom of its request to join the Broadcom Partner Program. Any termination of the Partner shall act as a termination of the Active Affiliate unless, Broadcom, in its sole discretion, agrees to the relationship with the Active Affiliate surviving.
- 5.3 To the extent authorized as a distributor by Broadcom, Partner may appoint a third party within the Territory to act as a reseller, subject to the terms on the Partner Portal. The Partner shall be liable for the acts and omissions of the reseller. Partner shall ensure the reseller complies the terms of this Agreement (except Sections 1.1-1.3, 3, 5.1-5.5, 6, 13.3, 13.4, and 14) as if it were also a partner. If Broadcom, in its sole discretion, determines that the reseller has breached these terms, Partner shall promptly revoke the appointment of such reseller. Any termination of the Partner shall act as a termination of the reseller unless Broadcom, in its sole discretion, agrees to the relationship with the reseller surviving.
- 5.4 Partner shall issue and provide Broadcom a PO or series of POs for the full term and total fees that are due contemporaneously with the execution of each Transaction Document (also referred to as Order Form or an Order).
- 5.5 During the Term and for a period of three (3) years following termination or expiry of the Agreement, Partner shall keep full, true and accurate records and accounts in accordance with generally accepted accounting practices to show:

- (a) the amount of fees paid or payable to Broadcom; and
- (b) evidence of Partner's written agreements with its End User for the sale of the Broadcom Offering(s) identified within Transaction Documents executed pursuant to this Agreement, and that such written agreements meet all requirements of Section 4.1 (Broadcom End User Agreement).

Broadcom shall have the right, upon ten (10) business days notice to Partner, to examine Partner's facilities, books and records related to the Agreement, including without limitation, Partner's usage of the Broadcom Offerings, Partner's End User records, and amounts paid to Broadcom. Such audit shall be carried out at reasonable times and in a manner that will not disrupt the conduct of Partner's business. All costs of such examination shall be borne by Broadcom except that such expenses shall be borne by Partner in the event that any examination determines that Partner has underpaid fees in any period in excess of five percent (5%) of Partner's committed fees to Broadcom. Partner shall be required to pay to Broadcom any underpaid fees and late charges thereon shown by an examination within five (5) business days. Such examination right shall survive the termination of the Agreement for a period of three (3) years.

6. FEES, PRICING AND PAYMENT

- 6.1 All fees, prices, and currency applicable to the Broadcom Offerings shall be as stated by Broadcom from time to time, or as specified in the applicable Transaction Document.
- 6.2 Broadcom's Partner Program Discounting and Incentive structure ("Discounts") shall be governed solely by the information published by Broadcom which may be updated from time to time in accordance with this Agreement. The applicable discounting schedule is available at: <https://partnerportal.broadcom.com/> and is subject to revision by Broadcom upon Broadcom providing thirty (30) days written notification and/or on the Partner Portal prior to implementing such changes.
- 6.3 The Broadcom Offerings (and any hardware components if included within the Transaction Document) will be delivered either in tangible media FCA SD (Broadcom Shipping Dock), as defined in INCOTERMS 2020, from Broadcom's shipping point as indicated in the Transaction Document or by electronic delivery (ESD). Partner agrees to be responsible for all customs, duties, import clearances, title, and risk of loss to any Broadcom hardware will pass to Partner upon point of delivery to Partner's carrier at Broadcom's shipping location.
- 6.4 All prices and fees are exclusive of all applicable taxes. Partner agrees to pay and bear the liability for all Taxes associated with the Broadcom Offering it orders, including, but not necessarily limited to, sales, use, excise, added value, and similar taxes and all duties or governmental impositions, but excluding (i) taxes based on Broadcom's net income, capital or gross receipts, or (ii) any withholding taxes imposed if such withholding tax is allowed as a credit against Broadcom's income taxes where such withholding is required by law. In the event that Partner is required to withhold taxes, Partner agrees to furnish to Broadcom receipts and documentation substantiating such withholding. Partner (a) may only withhold tax as required by law, subject to the application of any reduced rate allowed in an income tax treaty or otherwise, (b) shall request all documentation required for the reduction of withholding tax, and (c) shall provide proof of payment of the withholding tax for credit relative to the applicable invoice(s).
- 6.5 If Broadcom is required by law to remit any tax or duty on behalf of or on account of Partner upon the marketing or delivery of any Broadcom Offering, Partner agrees to reimburse Broadcom within thirty (30) days after Broadcom notifies Partner in writing of such remittance. Partner agrees to provide Broadcom with valid tax exemption certificates in advance of any remittance otherwise required to be made by Broadcom on behalf of or on account of Partner where such certificates are applicable.
- 6.6 If indicated on the Transaction Document between Partner and Broadcom, Partner shall pay initial payment on or before the due date (as stated in the applicable Transaction Document) through a same day fed wire or such other method of same day payment as appropriate in the Territory. For other payments required by Partner, Broadcom, or Broadcom Partner, will send Partner an invoice containing updated payment or wire transfer information at least thirty (30) days prior to each respective due date or as otherwise agreed to between End User and the Broadcom Partner. Broadcom reserves the right to change credit or payment terms at Broadcom's discretion if Partner's financial condition or previous payment history so warrant. Unless an alternative date of payment is set out on the Transaction Document, payment is due upon Broadcom's due date as specified on the invoice. In the event a payment due date falls on a weekend or a holiday the payment shall be payable by Partner to Broadcom on the business day immediately prior to such date.
- 6.7 Failure to timely remit payment of all amounts set forth in a Transaction Document or under any other agreement with Broadcom, Broadcom Inc. or any Broadcom entity shall, after written notice from Broadcom, and to the full extent permitted by applicable law, relieve Broadcom of any and all support obligations hereunder and all Partner's distribution and subscription use rights shall be suspended until payment is tendered at which time use rights and support shall recommence. Broadcom reserves the right to impose late fees as may be permitted by law on any past due amounts.
- 6.8 Broadcom may assign its payment rights, or grant a security interest in, this Agreement and any Transaction Document hereunder to a third party without requiring such third party to be liable for the obligations of Broadcom under this Agreement or Transaction Document, provided Broadcom remains directly responsible for performance of its duties hereunder and that Partner's obligations are not otherwise affected.

PART III: SELLING

7. MARKETING

- 7.1 Partner will bear its own cost for marketing unless otherwise provided in the Agreement. Partner shall be responsible for the preparation and response to its resellers and End User's requests (to the extent authorized by Broadcom) for proposals, technical questions, questionnaires, and related End User inquiries. Broadcom may make available to Partner supporting resources via the Broadcom Partner Program.
- 7.2 To the extent authorized by Broadcom on the Partner Portal, Partner is authorized to use the Marks and marketing materials provided by Broadcom in relation to the Broadcom Offerings during the Term of the Agreement, in accordance with the then-current Broadcom marketing and trademark usage policies set forth on the Partner Portal as may be updated from time to time.
- 7.3 Broadcom reserves the right to require Partner to discontinue use of any advertising or marketing materials relating to Broadcom or the Broadcom Offering that Broadcom reasonably believes are inappropriate and/or may have a detrimental effect on the Broadcom's business. Upon termination of the Agreement, Partner agrees to cease all display, advertising and use of any and all Marks and trade names. Partner recognizes the ownership and title of Broadcom and its licensors (as appropriate) to the trade names and Marks and the goodwill attaching to the trade names and Marks. Partner agrees that any goodwill that accrues because of its use of the trade names and/or Marks belongs to Broadcom or its licensor (as appropriate). Partner agrees that if it contests the Marks or trade names, or makes application for registration of any Marks or trade names without Broadcom's prior written consent, Broadcom shall be entitled to terminate the Agreement immediately upon written notice to Partner. Partner agrees not to use, employ or attempt to register any Marks or trade names that are confusingly similar to the Marks or trade names.
- 7.4 Partner shall not attach, remove or disfigure any Marks on the Broadcom Offerings and shall not attach any additional Marks or other marks to the Broadcom Offerings except as otherwise agreed in writing by Broadcom in advance. Partner shall not attach the Marks to any products other than the respective Broadcom Offering. Partner agrees not to alter or remove or obscure any copyright or other proprietary notices on or in the Broadcom Offering or related documentation or materials including Partner translations of such materials. Broadcom may from time to time use other or additional Marks with respect to any Broadcom Offering. The provisions of the Agreement governing Partner's use of the Marks shall also apply to such other Marks.
- 7.5 Partner agrees to participate in reference activities. References will be based upon Partner's experience with Broadcom Offerings. Broadcom can provide a selection of reference activities to select from (including success stories, logo usage, speaking engagements, name drops, social media posts, peer discussions). Individual reference activities and collateral are at the Partner's discretion and will be presented to Partner for review and approval prior to publication.

PART IV: ETHICS

8. COMPLIANCE RULES

- 8.1 Each Party shall, at its own expense, comply with all statutes, regulations, rules, ordinances, and orders of any governmental body, department or agency which apply to or result from its obligations under the Agreement. The foregoing notwithstanding, it is understood that Broadcom's Offerings are developed for a global audience. Accordingly, it is the Partner's responsibility to assess the applicability of any local statutes, regulations, rules, ordinances, and orders of any governmental body, department or agency prior to executing a Transaction Document hereunder.
- 8.2 Partner shall comply with the following: US Foreign Corrupt Practices Act, as if it directly applied to Partner; local laws on prevention of bribery in the country in which Partner carries on its business; the OECD Convention on Combating Bribery of Foreign Public Official in International Business Transactions; the then-current version of Broadcom's Code of Conduct (available at <https://investors.broadcom.com/corporate-governance/corporate-governance>); and international accounting standards.
- 8.3 Partner represents and warrants on a continuing basis that: (i) neither it nor anyone acting on its behalf has made or shall make any payments (or promises of payments) or otherwise give anything of value (directly or indirectly) to any entity with whom it is conducting business on behalf of Broadcom in an attempt to obtain or retain business or otherwise obtain an improper advantage; and (ii) neither it nor anyone acting on its behalf is a government official or a family member of a government official (as defined by anti-corruption laws) who may be in a position in his/her role to influence the business of Partner as it relates to that government. Partner as it relates to this Section also includes Partner's owners, directors, officers, employees or its agents.
- 8.4 Partner shall (i) avoid deceptive, misleading or unethical practices; (ii) refrain from making any false or misleading representations with regard to Broadcom or the Broadcom Offering; and (iii) refrain from making any representations, warranties or guarantees with respect to the specifications, features or capabilities of the Broadcom Offering that are inconsistent with the literature distributed by Broadcom.
- 8.5 Partner agrees that under no circumstances will Broadcom be bound to honour or observe any form of agreement, arrangement or understanding, whether in writing or not, entered into by any person, whether or not an employee of Broadcom, which purports to add to or vary any of Broadcom's obligations under the Agreement, other than an agreement or arrangement entered into in writing and signed by an official signatory of Broadcom ("Side Agreements"). Such Side Agreements will be deemed void and of no effect.
- 8.6 In order to maintain Partner appointment, Partner must comply with all organizational conflict of interest, anti-kickback, and other provisions of law applicable to transactions including those relating to a Public Sector or to Government End Users. In addition, Partner is solely responsible for properly disclosing any actual or perceived conflicts of interest and other required information to purchasers or potential purchasers in connection with Partner's marketing and sales activities. If Partner is performing a distribution role for tier two resellers, Partner must have and maintain a documented process, which the Partner must share with Broadcom, to protect against conflicts of interest and misuse of Confidential Information arising from Partner, acting in the capacity of a distributor, receiving information from a tier two reseller concerning an opportunity which the tier two reseller is pursuing and either intends to or has

placed an order with Partner.

- 8.7 If Partner provides any Broadcom Offering to a Public Sector or Government End Users, for any cost reimbursement type contract, GSA Federal Supply Schedule contract, or other agreement in which Partner has an obligation to disclose, notify, or provide the government with any rebates, discounts, credits, etc. that it receives under the Broadcom Partner Program or otherwise, Partner agrees that it shall comply and be solely responsible for fulfilling this obligation.
- 8.8 In the event that a tier two reseller of Partner is engaged in the resale of Broadcom Offerings fails to meet the standards prescribed for Partner in this Section 8, Broadcom reserves the right to immediately terminate this Agreement upon written notice to Partner.

PART V: INTELLECTUAL RIGHTS

9. CONFIDENTIALITY

- 9.1 The Parties agree that when receiving Confidential Information, the receiving Party shall hold it in confidence and shall not disclose or use such information except as permitted under the Agreement. The receiving Party shall treat the Confidential Information confidentially and in the same manner as it treats its own proprietary and/or confidential information, which shall not be less than a reasonable standard of care, and the receiving Party shall use Confidential Information only for the purposes described in the Agreement. Confidential Information may be disclosed to receiving Party's employees, affiliates, agents, financial advisors, contractors and attorneys on a need-to know basis and the receiving Party shall ensure that such persons maintain such Confidential Information pursuant to the terms of the Agreement.
- 9.2 The receiving Party shall be permitted to disclose Confidential Information in connection with a judicial or administrative proceeding to the extent that such disclosure is required under applicable law or court order, provided that the receiving Party shall, where reasonably possible, give the disclosing Party prompt and timely written notice of any such proceeding and shall offer reasonable cooperation in any effort of the disclosing Party to obtain a protective order.
- 9.3 For the purposes of the Agreement, Confidential Information shall exclude: (i) information which the receiving Party has been authorized in writing by the disclosing Party to disclose without restriction; (ii) information which was rightfully in the receiving Party's possession or rightfully known to it prior to receipt of such information from the disclosing Party; (iii) information which was rightfully disclosed to the receiving Party by a third party having proper possession of such information, without restriction; (iv) information which is part of or enters the public domain without any breach of the obligations of confidentiality by the receiving Party; and (v) information which is independently developed by the receiving Party without use or reference to the disclosing Party's Confidential Information.
- 9.4 Nothing in the Agreement will (i) preclude Broadcom from using the ideas, concepts and know-how which are developed in the course of providing any Broadcom Offerings to Partner or (ii) be deemed to limit Broadcom's rights to provide similar Broadcom Offerings to other End Users. Partner agrees that Broadcom may use any feedback provided by Partner and its End User(s) related to any Broadcom Offering for any Broadcom business purpose, without requiring consent including reproduction and preparation of derivative works based upon such feedback, as well as distribution of such derivative works.
- 9.5 The receiving Party agrees, upon request of the disclosing Party, to return to the disclosing Party all Confidential Information in its possession or certify the destruction thereof.
- 9.6 In the event of a breach of this Section, the disclosing Party may not have an adequate remedy at law. The Parties therefore agree that the disclosing Party may be entitled to seek the remedies of temporary and permanent injunction, specific performance or any other form of equitable relief deemed appropriate by a court of competent jurisdiction. For any Partner or Broadcom Confidential Information that constitutes a trade secret under applicable law, the obligations of this Section will continue for so long as such trade secret status is maintained by the disclosing Party. For all other Confidential Information, the foregoing obligations shall extend for five (5) years from the date of initial disclosure.

10. TITLE OF BROADCOM OFFERINGS

- 10.1 No title to or ownership of any Broadcom Offering or anything produced by Broadcom is transferred to Partner pursuant to the Agreement. Broadcom and its licensors retain all right, title, copyright, patent, trademark, trade secret and all other proprietary interests to all Broadcom Offerings or anything produced by Broadcom and any derivatives thereof. No title, copyright, patent, trademark, trade secret or other right of intellectual property not expressly granted under the Agreement is exchanged between the Parties. Broadcom does not transfer any portion of such title and ownership or any of the associated goodwill in the Broadcom Offering to Partner, and the Agreement shall not be construed to grant Partner any right or license, whether by implication, estoppel, or otherwise, except as expressly provided herein.
- 10.2 Partner agrees not to de-compile, reverse engineer, reverse compile, modify, translate or perform any similar type of operation on any Broadcom Offering, in any fashion or for any purpose whatsoever. Partner also agrees that any such works are derivative works and as such are the sole and exclusive property of Broadcom or its licensors, as appropriate.

11. THIRD PARTY TERMS

- 11.1 In the event that the Broadcom Offering contains third-party software components, additional terms, notices and/or information that may be applicable to such third-party software components may be found in the Documentation accompanying the Broadcom Offering

(e.g., a user manual, user guide, or readme.txt or notice.txt file), and/or at <https://support.ca.com/prodinfo/tptterms> or as such other URL as Broadcom may notify Partner from time to time.

PART VI: REMEDIES

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1 Choice of Law; Venue; Arbitration Seat. Depending on the Regional Broadcom Entity that is a Party to this Agreement, the law governing this Agreement is set forth below. In the event of a dispute under this Agreement jurisdiction, designated arbitral body, arbitration rules, and seat of arbitration are set forth below. Parties agree to do an official translation of this Agreement if needed for enforceability purposes under local laws.

Regional Broadcom Entity	Coverage	Governing Law	Jurisdiction	Arbitration Organization, Rules, and Seat
CA, Inc. 3421 Hillview Avenue, Palo Alto, CA 94304	United States	State of California	State and/or Federal Courts located in Santa Clara, California	The American Arbitration Association ("AAA"); AAA Commercial Arbitration Rules; Seat of arbitration in California.
CA Programas de Computador, Part e Serv Ltda. Tax ID. No.: 08.469.511/0001-69 Av. Luiz Carlos Berrini 550, 8o andar sala 3A, Cidade Monções, CEP 04571-000 - Sao Paulo - SP	Brazil	Brazil	State located in São Paulo, SP, Brazil	The American Arbitration Association Commercial Arbitration Rules; Seat of arbitration in Sao Paulo.
VMware International Unlimited Company 70 Sir John Rogerson's Quay Dublin 2	All countries except: <ul style="list-style-type: none"> • US • US Govt./Federal, • Brazil, • Australia Federal/Govt. 	Ireland	Courts located in Ireland	International Chamber of Commerce ("ICC"); ICC Rules of Arbitration; Seat of arbitration in Dublin, Ireland.
VMware Australia Pty Ltd	Only VMW products and only for Australia Federal/Govt. Customers			
Broadcom Government Solutions LLC	US Govt./Federal Customers	State of California	State and/or Federal Courts located in Santa Clara County, California	The American Arbitration Association ("AAA"); AAA Commercial Arbitration Rules; Seat of arbitration in California

The Agreement will not be governed by the following, the application of which is hereby expressly excluded: (a) the conflict of law rules of any jurisdiction, (b) the United Nations Convention on Contracts for the International Sale of Goods, and (c) the Uniform Computer Information Transactions Act, as enacted in any jurisdiction. The Parties further agree to accept service of process in accordance with the rules/procedures of the arbitral body or relevant court (as applicable), except that the Parties irrevocably waive any objection that service of process must conform to the Hague Service Convention or other applicable law or treaty regarding service of process.

12.2 Dispute Resolution. Any dispute, claim or controversy arising out of relating to the Agreement ("Dispute") shall be resolved as provided in this Section.

12.2.1 Informal Dispute Resolution. Save for Disputes relating to unpaid fees, before initiating any formal proceeding relating to a Dispute, the Parties shall meet as frequently and as often as they reasonably deem necessary to negotiate in good faith to resolve the Dispute. If the Parties are unable to resolve the Dispute within ten (10) business days of initiating the discussions, then each Party shall appoint one (1) senior executive who is not directly involved on a day-to-day basis with the subject matter of the Agreement, and those senior executives shall negotiate the matter in good faith. A formal proceeding relating to a Dispute shall not be commenced until the earlier of: (i) the good faith determination by one of the appointed senior executives that resolution

through continued negotiation of the matter does not appear likely; or (ii) five (5) days following the date that the Dispute was first referred to the appointed senior executives.

12.2.2 Arbitration. Any Dispute shall be resolved by confidential arbitration. The place of the arbitration, governing law and applicable rules shall be as set forth in Section 12.1 (Choice of Law; Venue). The arbitral tribunal shall consist of three (3) arbitrators: one selected by each Party, and the third to be agreed upon by the Parties (and if agreement cannot be reached, designated by the arbitral body), which third arbitrator shall be the Chairperson. The language of the arbitration shall be English. The dispute shall be finally resolved no later than six (6) months after constitution of the arbitral tribunal. The Parties agree that any expedited procedure rules shall apply irrespective of the amount in dispute. The Parties agree to request a written explanation/opinion in connection with any award. Judgment on the award rendered by the arbitrators may be enforced in any court having jurisdiction thereof. The Parties shall have a right to appeal an arbitral award to a court of competent jurisdiction in order to set aside the award. In any action or proceeding arising from a Dispute, the prevailing Party shall be entitled to recover its costs and reasonable attorneys' fees.

12.2.3 Other Proceedings. Notwithstanding anything to the contrary in this Section, either Party may: (i) apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory injunctive relief where it is intended to protect its intellectual property rights or Confidential Information; (ii) seek redress in any court of competent jurisdiction in order to enforce its intellectual property rights or protect Confidential Information; or (iii) seek redress in any court of competent jurisdiction for claims relating to non-payment under this Agreement.

13. WARRANTY

13.1 Each Party represents and warrants that it has the legal power to enter into the Agreement.

13.2 Broadcom warrants that it owns or otherwise has sufficient rights to grant Partner the rights defined in this Agreement during the Term.

13.3 Unless otherwise specified herein for a Broadcom Offering, Broadcom warrants the Broadcom Offering in accordance with the End User Agreement. Due to the nature of computer software, Broadcom does not warrant that operation of Broadcom Offerings will be error-free or uninterrupted.

13.4 Partner is not authorized to make any warranty commitment on Broadcom's behalf, whether written or oral, unless otherwise provided for in the Agreement. Partner agrees to validate, or cause to be validated all warranty claims presented to Partner by End Users.

13.5 Partner understands and agrees that where applicable, any hardware equipment or third party software supplied by Broadcom shall be supplied on an "as is basis" and the warranties or other license terms thereto shall be made available by the original manufacturer of such hardware or third party software. Broadcom shall not, in any way, be liable for the said hardware or third party software.

13.6 THE ABOVE WARRANTIES ARE THE SOLE WARRANTIES PROVIDED BY BROADCOM. TO THE EXTENT PERMITTED BY LAW NO OTHER WARRANTIES, INCLUDING THAT THE BROADCOM OFFERING IS ERROR FREE, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, CORRESPONDENCE TO THE DESCRIPTION, NONINFRINGEMENT, OR SUITABILITY AND/OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE MADE BY BROADCOM OR ITS SUPPLIERS.

14. INDEMNIFICATION

14.1 Broadcom will indemnify, defend and/or, at its option, settle any third-party claims that Partner's resale, distribution and/or use of the specific Broadcom Offering in accordance with the Agreement infringes any valid US patent or any copyright within the jurisdictions where Partner is authorized to resell, distribute or use the Broadcom Offering at the time of delivery provided that: (i) Partner gives Broadcom prompt written notice thereof and reasonable cooperation, information and assistance in connection therewith; (ii) Broadcom shall have sole control and authority with respect to defense or settlement thereof; and (iii) Partner takes no action that is contrary to Broadcom's interest. Broadcom may, at its option and expense: (a) procure for Partner the right to continue to use the Broadcom Offering; (b) repair, modify or replace the Broadcom Offering so that it is no longer infringing; or (c) provide a pro-rated refund of the fees paid for the Broadcom Offering which gave rise to the indemnity calculated against the remainder of term for the applicable Broadcom Offering from the date it is established that Broadcom is notified of the third party claim. If the Broadcom Offering is licensed on a perpetual basis, an amortization schedule of three (3) years shall be used for the basis of the refund calculation.

14.2 Broadcom shall have no liability: (i) in the event the allegation of infringement is a result of a modification of the Broadcom Offering except a modification by Broadcom, (ii) if the Broadcom Offering is not being used in accordance with Broadcom's Documentation, and/or the Agreement (iii) if the alleged infringement would be avoided or otherwise eliminated by the use of a Broadcom-published update or patch or a current release, (iv) if the alleged infringement is a result of use of the Broadcom Offering in combination with any third party product, or (v) if the applicable fees due for the specific Broadcom Offering have not been paid. The indemnifications contained herein shall not apply and Broadcom shall have no liability in relation to any Broadcom Offering produced by Broadcom at the specific direction of Partner. THE FOREGOING PROVISIONS STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF BROADCOM REGARDING CLAIMS OF INFRINGEMENT, AND THE EXCLUSIVE REMEDY AVAILABLE TO PARTNER WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS.

14.3 Each Party shall indemnify the other against all damages, fees (including reasonable attorney's fees), fines, judgments, costs and expenses finally awarded as a result of a third-party action alleging a bodily injury, death or tangible property damage which arises

from the provision of services under the Agreement, provided that such liabilities are the proximate result of gross negligence or intentional tortious conduct on the part of the indemnifying Party.

14.4 Partner shall indemnify Broadcom against any claim that any data, materials, items or information supplied to Broadcom under the Agreement infringes any patent, copyright, or trademark within the jurisdictions where Broadcom is provided with such information. Partner shall also indemnify Broadcom against any and all damages, losses, liabilities including fines, to the extent that they (a) arise out of or relate to a claim that the Partner's offerings, products and/or service (exclusive of claims solely based upon Broadcom intellectual property) in whole or in part infringes, misappropriates, or otherwise violates any third party's intellectual property rights; and/or (b) arise out of or relate to Partner's failure to comply with compliance rules; and/or (c) in the event that Partner (i) causes any personal injury and/or tangible property damage or harm to an End User or End User's computer system or privacy; and/or (ii) improperly characterizes, removes or interferes with third-party software, files, data, text or code or any similar claim or (iii) makes any misrepresentation regarding Broadcom or the Broadcom Offering; and/or (iv) makes any warranty, condition, representation, indemnity or guarantee with respect to the Broadcom Offering in addition to those specified in the Agreement or in Broadcom End User Agreement. The indemnities in subsection 14.4 (b) shall survive the termination of the Agreement.

14.5 The above indemnities are contingent upon: (i) the indemnified Party providing prompt notice of any claim of infringement and assistance in the defense thereof, (ii) the indemnifying Party's sole right to control the defense or settlement of any such claim, provided that the settlement does not require a payment or admission of liability on the part of the other Party, and (iii) the indemnified Party not taking any actions or failing to take actions that hinder the defense or settlement process as reasonably directed by the indemnifying Party.

15. LIMITATION OF LIABILITY

15.1 Neither Party excludes or limits its liability for damages caused by fraud or fraudulent misrepresentation or for death or personal injury caused by the negligence or willful default of that Party.

15.2 EXCEPT IN THE CASE OF A BREACH OF CONFIDENTIALITY, TITLE OF BROADCOM OFFERINGS, AND OF THIRD PARTY CLAIMS ARISING UNDER THE INDEMNIFICATION SECTION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW A) NEITHER PARTY (INCLUDING ANY OF BROADCOM'S SUPPLIERS) SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT, DAMAGES RELATING TO MONIES SAVED OR FEES GENERATED AND/OR ANY LOSS OF PARTNER OR END USER DATA BY USE OF ANY BROADCOM OFFERING, REGARDLESS OF WHETHER A PARTY WAS APPRISED OF THE POTENTIAL FOR SUCH DAMAGES; AND B) IN NO EVENT WILL A PARTY'S LIABILITY FOR DIRECT DAMAGES EXCEED TWO TIMES THE AMOUNTS PAID OR PAYABLE BY PARTNER IN THE TWELVE MONTHS PRIOR TO THE DATE SUCH BREACH OCCURRED FOR THE BROADCOM OFFERING THAT GAVE RISE TO THE BREACH.

15.3 The remedies provided in the Agreement are the exclusive remedies of the Parties.

16. TERMINATION

16.1 This Agreement shall continue in effect unless otherwise terminated in accordance with this Section.

16.2 This Agreement and/or the applicable Transaction Document may be terminated by either Party (a) upon a material breach by the other Party, provided that, in each instance of a claimed breach: (i) the non-breaching Party notifies the breaching Party in writing of such breach; and (ii) the breaching Party fails to either cure such breach within thirty (30) days (or such other period as mutually agreed by the Parties) from receipt of such notice; or (b) upon insolvency of the other Party, if permitted by law.

16.3 Broadcom may terminate this Agreement and/or the applicable Transaction Document immediately if (i) Partner fails to meet the terms of the Broadcom Partner Program and the Parties are unable to agree upon a rectification plan during a period of thirty (30) days following written notice from Broadcom, or (ii) Partner infringes Broadcom's intellectual property rights, or (iii) Partner, its resellers or End Users continue to use Broadcom Offerings beyond the granted term, or (iv) Partner is debarred or files for bankruptcy or insolvency, or (v) Partner has failed to comply with laws as defined in this Agreement including FCPA, Import and Export requirements, or (v) Partner permits unlicensed use Broadcom Offering, including use in excess of the Authorized Use Limitation or outside the Territory.

16.4 Either Party may terminate this Agreement at any time without cause by giving sixty (60) days' notice in writing to the other Party.

16.5 Termination of the Agreement does not release either Party from any liability which, at the time of such termination, had already accrued to the other Party or which is attributable to a period prior to such termination, nor preclude either Party from pursuing any rights or remedies it may have under law or in equity with respect to any breach of the Agreement. Upon termination for any reason, Partner shall pay Broadcom any committed fees and expenses under the applicable Transaction Document whether due before or after the date of termination which shall become immediately due and payable to Broadcom on such termination. All fees are non-cancellable and non-refundable unless a pro rated refund applies as provided in the Agreement.

16.6 If Partner requests post termination rights or a wind down period to accommodate its End Users in order to fulfill active orders entered into prior to termination, Broadcom will consider such requests in good faith, except where termination is for reason of Partner's breach.

16.7 Termination for Convenience.

16.7.1 An End User may terminate an End User's Order (however titled) under which the End User may procure Broadcom Offerings (but in all cases excluding any hardware offerings and associated support contracts therefor) between the parties so long as such Order is governed by a Broadcom End User Agreement that grants the End User such right as of the date of termination,

without cause and without further charge or expense at any time. Such termination shall be effective immediately upon Broadcom's receipt from Partner at usage.reporting@broadcom.com, of the End User's written notice to the Partner.

- 16.7.2 On or after the termination date, with the exception of any Fully Paid-Up perpetual licenses (where the amount of "Fully Paid-Up" licenses will equal the total whole number of licenses earned prior to the termination and are assumed to be paid for equally over the initial term of the associated Support Services), Partner shall instruct End User, with regards to the CA, Symantec, or VMware product families identified with the End User's Order (collectively ("Broadcom Software") to either: a) delete all full or partial copies of the Broadcom Software from all computing or storage equipment, and verify such deletion in a statement signed by a Vice-President or a duly authorized representative and sent to usage.reporting@broadcom.com, or b) return to Broadcom all full or partial copies of the Broadcom Software.
- 16.7.3 Once End User's verification or the Broadcom Software copies are received, Broadcom will pay Partner, a pro-rata refund of any License, SaaS/Cloud Service, Support Services, or other Partner pre-paid ("Refund Fees") in accordance with the paragraph below.
- 16.7.4 Refund Fees will be calculated on the number of days remaining in the term (which for the purposes of this calculation will be deemed to commence from the date End User's verification or the Broadcom Software copies are received) of the offering eligible for the refund. If the Broadcom software is licensed as a perpetual license and the associated Support Services is in its initial term, Partner as appropriate, will receive a pro-rated refund of the cash consideration paid to Broadcom based on the initial payment schedule and shall be entitled to keep the whole number of perpetual licenses Fully Paid-Up through such date, absent language to the contrary in the applicable Order.
- 16.7.5 Notwithstanding the foregoing paragraph, if an Order is terminated without cause, neither Party shall have further obligations under the Agreement with respect to such Order, except that the Parties shall remain bound by the obligations within the survival sections of the Agreements. Refund Fees will be paid within sixty (60) days to Partner (who will process the invoicing or reimbursement of fees to End User as appropriate and under the commercial terms between the Broadcom Partner and End User), from the date End User's verification or the Broadcom software copies are received, and any unpaid fees reflecting the Broadcom Offerings delivered prior to the termination date shall become immediately due.

PART VII: ADMINISTRATION

17. DEFINITION

- 17.1 "Affiliate" with respect to Partner means any legal entity in which the Partner directly or indirectly owns and/or controls of greater than 50% of an entity's shares, or controls the board and direction of such entity by force of law and/or contract.
- 17.2 "Authorized Use Limitation" means the quantity of the Broadcom Offering licensed or provided in accordance with the License Metric specified on the Transaction Document.
- 17.3 "Authorized Users" means Partner's End User's employees and independent contractors, under written obligations of confidentiality and to observe the intellectual property rights of licensors, which access the Broadcom Offering within the Territory on behalf of Partner as permitted in this Agreement.
- 17.4 "Broadcom Core/Strategic Accounts" means the list of Broadcom End Users which Broadcom has identified as a core account at the Partner Portal. Broadcom reserves the right to change or revise its nomenclature for the identification of accounts with written notice to Partner.
- 17.5 "Broadcom Offering" means the CA, Symantec, or VMware branded Software, SaaS, appliances, education, and any other offering or service which Broadcom makes generally available to its partners.
- 17.6 "Broadcom Partner Program" defines the Partner's eligibility, benefits, pricing, resources and volume requirements applicable to Partner based on the scope of the relationship as further described herein and/or in the Partner Portal.
- 17.7 "Broadcom Software" means the CA, Symantec, or VMware branded computer software programs, either provided individually or packaged as a suite or software appliance, made generally available to Partner including all versions and releases.
- 17.8 "Confidential Information" means any information, maintained in confidence by the disclosing Party, communicated in written or oral form, marked as proprietary, confidential or otherwise so identified, and/or any information that by its form, nature, content or mode of transmission would to a reasonable recipient be deemed confidential or proprietary, including, without limitation, this Agreement, Transaction Documents placed hereunder, Broadcom provided pricing, Broadcom Offering, Documentation, information contained on the Partner Portal and any benchmark data and results produced. Confidential Information also includes any information disclosed by a Party which relates to an End User, vendor, or third party with which the disclosing Party is in a confidential relationship.
- 17.9 "Dispute" means any dispute, controversy or claim arising out of the Agreement or the interpretation thereof.
- 17.10 "Documentation" means the documentation, technical product specifications and/or user manuals, published and made generally available for Broadcom Offerings.
- 17.11 "Effective Date" means the date set forth herein or if not stated date of last signature.

- 17.12 “End User Agreement” means collectively the terms governing the End User’s use of the Broadcom Offering located at: <https://www.broadcom.com/company/legal/licensing> including support terms, the Specific Program Documentation (the “SPD”) and SaaS Listing(s) applicable to the Broadcom Offering.
- 17.13 “End User” means end user that is granted the right to use the Broadcom Offering for its internal use subject to the restrictions set forth herein.
- 17.14 “Excess Use” means any use by Partner or Partner’s End User where it exceeds the Authorized Use Limitation.
- 17.15 “License Metric” means the authorized measurement for the usage of the Broadcom Offering (such as MIPS, CPUs, tiers, servers, or users).
- 17.16 “Maintenance” means the provision of new Releases or new Versions made available while on active Support, if applicable, to the generally available Broadcom Software licensed by Partner.
- 17.17 “Managed Services” means to the extent Partner is appointed, the services provided by the Partner or Partner’s appointed Managed Service Provider to End Users using the Broadcom Offering in conjunction with the Managed Service Provider’s services, such as managed services, facilities management or cloud services.
- 17.18 “Marks” means the trademarks, service marks, logos, certifications, designations and insignias of Broadcom, Inc., a Broadcom company, and its affiliates.
- 17.19 “Operations Center” means the datacenter location(s) where Partner installs the Broadcom Software to provide the Managed Services as identified in the Transaction Document.
- 17.20 “Party” or “Parties” means individually and or collectively Broadcom and or the Partner.
- 17.21 “Partner Portal” means the website Broadcom manages (currently <https://partnerportal.broadcom.com/>) that defines the specific programs available to its partners, including policies, links and information that apply to the partner programs which are referenced in the Agreement and includes the segments of the website which is specific to the applicable Partner.
- 17.22 “Public Sector or Government End User” means any country, state, county, city or local government bodies or agencies, including judiciaries, legislatures and departments created and or funded by any of the foregoing governmental funds. With respect to the United States government, a Public Sector End User means the United States government, including legislative, judicial and executive branches, any US Government agency or corporation that was formed by and is currently existing and operating pursuant to an act of Congress, as well as any US Government owned contractor operated facility.
- 17.23 “Release” means a general available release of Broadcom Software, which may contain minor new software product functionality, code, or compatibility and incorporates all previous fixes (if any exist) since the last Version. Typically, a Release requires a new installation, rather than an overlay to the already installed software. Unless otherwise specified for a particular product, a Release is tied to the preceding Version and is typically designated by a number to the right of the decimal point such as 1.1, 1.2, 1.3, etc.
- 17.24 “Support” means the provision of technical support and Maintenance purchased from Broadcom.
- 17.25 “Supported Equipment” means Partner’s server, network device or other hardware or software solution at the Operations Center that (a) is used by the Partner to provide its Managed Services and (b) is supported by Broadcom for the applicable Broadcom Software.
- 17.26 “Support Term” shall refer to the period in which Partner has purchased Support for Broadcom Software.
- 17.27 “Taxes” means any applicable sales tax, value-added tax (VAT), goods and services tax (GST), consumption tax, ISS, PIS and COFINS or any other applicable taxes.
- 17.28 “Term” means the period of time between Effective Date and October 31 and thereafter the Term is an annually renewing one year period subject to Broadcom issuing a notice of intention to not renew and subject to the termination provisions of this Agreement.
- 17.29 “Territory” means the geographic region identified the Partner’s Appointment of Rights document which may be superseded by the the Territory specified in an applicable Transaction Document, but always excluding any countries which Broadcom is prohibited from exporting its products to as prescribed by US or local export laws.
- 17.30 “Transaction Document” means a mutually agreed ordering document such as a Broadcom Order Form, registration form, or purchase order for the specific Broadcom Offering licensed or purchased.
- 17.31 “Version” means a release of Broadcom Software that contains major changes in software product functionality, code, or compatibility and incorporates the previous release (if one has occurred), fixes and service packs (if they have occurred). Typically, a Version requires a new installation, rather than an overlay to the already installed software. Unless otherwise specified for a particular product, a Version is designated by the number to the left of the decimal point such as 1.0, 2.0, 3.0, etc.

18. GENERAL PROVISIONS

- 18.1 **Amendments and Interpretation.** The terms of the Agreement may only be amended by mutual written agreement of the Parties. The Agreement shall not be supplemented or modified by any course of dealing or usage of trade.

- 18.2 **Force Majeure.** Except for payment obligations and obligations pertaining to non-disclosure, notwithstanding any contrary provision in the Agreement, neither Party will be liable for any action taken, or any failure to take any action required to be taken, in the event and to the extent that the taking of such action or such failure arises out of causes beyond a Party's reasonable control, including, without limitation, acts of terrorism, war, civil commotion, act of God, systemic power failures, pandemics, embargoes, strike or other stoppage (whether partial or total) of labor, or any law, decree, regulation or order of any government or governmental body (including any court or tribunal). If a Force Majeure event occurs, the Party affected must provide prompt notice to the other Party specifying the nature, date of inception, and expected duration of the Force Majeure event.
- 18.3 **Order of Precedence.** Any conflict or inconsistency among or between the terms and conditions of the documents comprising the Agreement shall be resolved according to the following order of precedence, from the document with the greatest control to the least: (1) the Transaction Document; (2) Broadcom's global Data Processing Addendum (DPA) to the extent one is in place between the Parties; (3) the applicable Specific Program Documentation or SaaS Listing; (4) this Regional Partner Agreement and any Appointment of Rights document attached thereto; and (5) Partner Portal. Notwithstanding this Order of Precedence, any terms that may appear on a Partner's purchase order that vary from the Agreement (including without limitation pre-printed terms) are deemed null and void.
- 18.4 **Independent Contractors.** The Parties expressly agree that the relationship between them is that of independent contractors and that it will not, except in accordance with the Agreement, represent itself as an agent or legal representative of the other.
- 18.5 **Personal Data.** If Partner transfers any Personal Data to Broadcom as a requirement pursuant to any Broadcom Offering, then Partner represents that it is duly authorized to provide personal data to Broadcom and it does so lawfully in compliance with relevant legislation. Partner hereby authorizes Broadcom to make necessary transfers of Personal Data and Broadcom, and any Broadcom affiliates and subcontractors, may process such Personal Data for the purposes of providing the Broadcom Offering contemplated under the Agreement. Broadcom shall not transfer such Personal Data except lawfully, in compliance with applicable Data Protection Laws, and in accordance with Broadcom's statement and terms set out at <https://www.broadcom.com/company/legal/privacy/data-transfers>. Notwithstanding, in the event that Personal Data of Partner is transferred from the European Union, the European Economic Area and/or their member states, Switzerland and the United Kingdom to countries which do not ensure an adequate level of data protection within the meaning of the Data Protection Laws of the foregoing territories ("Restricted Transfers"), Broadcom complies with the provisions of Art. 44 – 46 GDPR, with respect to such Restricted Transfers. In the event Broadcom is acting as a data processor for End User under the GDPR, Broadcom's processing shall be subject to and in accordance with Broadcom's global Data Processing Addendum, including the relevant Standard Contracting Clauses (SCC) for international data transfer incorporated in it, as located at: <https://www.broadcom.com/company/legal/privacy/data-transfers> ("DPA"). Where Partner processes Personal Data on behalf of its End User under the GDPR, the Partner shall be responsible for entering into a relevant data processing agreement with its End User.
- 18.6 **Subcontractors.** Broadcom may utilize subcontractors in the performance of obligations hereunder so long as such subcontractors are bound to contractual terms no less protective of the Partner's rights provided hereunder. The Parties understand and agree that Broadcom remains fully liable under the terms of the Agreement for any breach caused by a subcontractor of Broadcom.
- 18.7 **Assignment.** Neither Party shall assign this Agreement or any of its rights or delegate any of its duties under this Agreement either by operation of law, agreement, or any other process without the prior written consent of the other Party, except that (i) Broadcom shall have the right to assign this Agreement or any of its rights or delegate any of its duties under this Agreement at any time to any affiliate(s), or to a successor in interest of all or substantially all of the business to which this Agreement relates, and (ii) Broadcom shall have the right at any time to assign or transfer any accounts receivable in respect of goods or services provided under this Agreement or any part hereof, or any rights it may have to proceeds payable hereunder or any part hereof. Subject to the foregoing, this Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns. Any attempted assignment in violation of this Section shall be null and void.
- 18.8 **Import / Export.** Partner acknowledges that the Broadcom Offerings are subject to control under U.S. law, including the Export Administration Regulations and Partner agrees to comply with all applicable import and export laws and regulations. Partner agrees that the Broadcom Offerings will not be exported, reexported or transferred in violation of U.S. law or used for any purpose connected with chemical, biological or nuclear weapons or missile applications, nor be transferred or resold, if Partner has knowledge or reason to know that the Broadcom Offerings are intended or likely to be used for such purpose. Regardless of any disclosure made by Partner of an ultimate destination of any Broadcom Offering, Partner warrants that Partner will not export or disclose directly or indirectly the Broadcom Offering (including Broadcom Software, support or related technical information, documents or materials, or any direct product thereof) other than in accordance with the United States of America export laws and controls and the import and export laws and controls of any other applicable country. Partner shall comply with any other applicable import or export laws and regulations and use its best efforts to ensure its channel partners, resellers and End Users abide by the terms contained in this Section. Partner shall take all necessary steps to assure that Broadcom obtains full protection of its intellectual property rights under these provisions. Partner further agrees not to export, reexport, transmit, or otherwise transfer any of the Broadcom Offerings to countries or individuals and or entities that are prohibited by Office of Foreign Assets Control as identified on <http://www.treasury.gov/resource-center/sanctions/Pages/default.aspx>.
- 18.9 **Announcements.** Neither Party may issue press releases relating to the Agreement without approving the content with the other Party. Either Party may include the name and logo of the other Party in lists of partners or vendors in accordance with the other Party's standard guidelines.
- 18.10 **Counterparts.** This Agreement and any Transaction Document as applicable may be signed in any number of counterparts and each part shall be considered part of the whole and valid, legally binding document.

- 18.11 **Notice.** Any notice required or permitted by the Agreement shall be given in writing, will refer to the Agreement and will be personally delivered or sent by a reputable overnight courier service (e.g., FedEx, UPS, DHL, etc.), electronic transmission (email) or registered or certified mail (return receipt requested) to the other Party's legal department at the address set forth in the Agreement, or such other address as is provided by notice as set forth herein. Notices shall be deemed effective upon electronic confirmation; and if delivered via certified mail or overnight courier, notice shall be deemed effective upon confirmation of delivery.
- 18.12 **Headings.** The section headings used in the Agreement are for information purposes only and shall not affect the interpretation of any provision of the Agreement.
- 18.13 **Validity.** If any term, provision, covenant or condition of the Agreement is held invalid or unenforceable for any reason, the remainder of the provisions will continue in full force and effect as if the Agreement had been executed with the invalid portion eliminated. The Parties further agree to substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.
- 18.14 **Third Parties.** The Agreement shall not create any rights in favor of, or any obligations owed by, any third party unless otherwise expressly defined in the Agreement. The Parties agree that any action arising from the Agreement shall solely be brought by Partner or Broadcom.
- 18.15 **Survival.** Sections pertaining to Confidentiality, Title of Broadcom Offerings, Limitation of Liability and Termination, Import/Export, Notices, Third Party Terms, Choice of Law and Entire Agreement and any other Section specifically stated to survive shall survive termination of the Agreement.
- 18.16 **Waiver.** No waiver of any right or remedy on one occasion by either Party shall be deemed a waiver of such right or remedy on any other occasion.
- 18.17 **Entire Agreement.** The Agreement and all documents incorporated by reference therein shall comprise the entire agreement between the Parties relating to the subject matter thereof and all other prior or contemporaneous understandings, agreements, representations, proposals, and other such information exchanged by the Parties, whether written or oral, concerning the subject matter is superseded in their entirety by the Agreement.
- 18.18 **Signature.** The Parties have caused this Agreement to be executed by their duly authorized representatives as identified below.

U.S. TelePacific Corp. d/b/a TPx Communications

CA, Inc., a Broadcom Inc. Company

Signature:



4B22E5F51F8B46B...

Name:

David Zahn

Title:

SVP, Network Engineering & Operations

Date

6/5/2025

Signature:

DocuSigned by:



09EADE4F3FB6435...

Name:

Lisa Caserta

Title:

Financial Analyst

Date:

Jun-13-2025