



Teliax Local Service and Tandem Homing (NON AHT)

This Service Attachment (including any attached exhibits or schedules, together this "Attachment") is entered into by and between Teliax Telecom , LLC, a Delaware limited liability company, and **1stPoint Communications, LLC** ("Customer"), on this **18th day of September 2023** (the "Effective Date"). And is only valid with a signed MSA from Teliax as it is a supplemental agreement.

Service Description.

1.1 During the term of this agreement, Teliax will accept traditional telephony calls originating from the public switched telephone network ("PSTN") in select rate centers, as identified in appendix A (and as modified from time to time pursuant to the normal course of business), (ii) provide a service which converts such traffic into Internet Protocol packets, and (iii) deliver such traffic via Teliax's VOIP network to Customer and/or Customer's End Users via the SIP (Session Initiation Protocol as described in RFC3261 and later).

1.2 The DID numbers may be provided by Teliax to Customer, or ported in via Teliax to Customer via local number portability ("LNP"). The calls originating from the PSTN are converted to data packets in Teliax's IP Network and then delivered to Customer through a Session Initiation Protocol ("SIP") interconnection port or via the public internet.

1.3 Porting and Native Numbers. In order to obtain the configurations of Local Service described above, Teliax must be the Homing Tandem for the utilized telephone numbers (i.e. utilized telephone numbers must be assigned to End offices arranged behind Teliax or Teliax's partner Tandems in the LERG (Local Exchange and Routing Guide)

1.5 Customer agrees that all TNs associated with the DID product and assigned under the terms of this service agreement will not be used for origination of calls on any other network (other than customers own network) for any reason.

1.6 Customer represents and agrees that it will comply with all applicable laws, rules, regulations, orders, and decrees relative to any use of numbers by Customer.

1.7 Customer agrees that it is responsible for all emergency services, including 911 etc.

2.0 Interconnection.

2.1 In order to obtain Local Service, Customer must utilize one of the following methods of interconnecting to Teliax's Local Service Platform:

(a) Public Internet:

Customer must complete a public internet order form; and
New customers must schedule interoperability testing prior to service activation.

(b) Dedicated Internet Access (DIA-CFA) customer provided facilities:

Teliax will issue CFA/LOA for the interconnection facilities at the Teliax meet point with seven (7) business days of receipt of a DIA order such CFA will have a validity of no more than 60 days. Extensions to the validity period must be requested via a supplemental order within 7 days of expiration of the CFA/LOA in-order to insure service port availability

(c) Dedicated Internet Access (DIA) Teliax provided facilities:

Customer must complete a transport order of the appropriate type and sizing as well as provide a valid CFA/LOA at the time of order submission. At the minimum the CFA/LOA should have postal address, building MMR (if applicable) CLLI, NPANXX and/or other such information as required to deliver the circuit. Any omissions of information may result in delays to delivery and delays to service activation. Billing and rating of this circuit would be covered in a sperate service order.

2.2 Further Network Design

Network Design. Network design shall be determined by Teliax. Teliax shall not be liable in the event Teliax is unable to obtain direct trunking to Carriers or in the event that the cost interconnection is not economically feasible in Teliax's reasonable business judgment.

3. Telephone Number Portability and Management.

3.1 Native numbers: Teliax's allocation of native TNs to Customer shall be on a non-discriminatory basis relative to Teliax's other wholesale customers and consistent with its internal policies. Customer may request particular TNs within Teliax groups but those TNs are handed out on a first come-first served basis. Reservations for numbers will be held in accordance to Teliaxs policies and released based on allocations of no less than 1 business day of reservation.

3.2 Customer agrees that it will be solely responsible for obtaining any consent required from an End User before Customer accesses such End User's local CSR and any of such End User's customer proprietary network information (CPNI) (as such term is defined in Section 22 of the Telecommunications Act of 1996, 47 U.S.C. 222) contained herein for the purpose of implementing Local Service. Such forms must be submitted to Teliax prior to requesting a port-in.

3.3 Customer agrees to maintain records evidencing the required consent for each End User for a period of five (5) years from the later of (i) the date of execution of the agreement between Customer, and End User, or (ii) the installation date of the applicable Inbound DID Services under this Attachment. In the event of expiration or termination of this Attachment for reasons other than default or breach of agreement, Teliax will allow a "port out" of TNs identified on a service request submitted by an alternative service provider of Customer's choosing for all Customer's End Users and Teliax shall reasonably cooperate in the migration to such alternate service provider.

3.4 Teliax reserves the right to assign, designate or change numbers associated with the Services provided hereunder, including without limitation, the Teliax serving Central Office prefixes associated with such numbers, when necessary due to technical issues or as required by any governmental authority, the North American Numbering Plan Administrator ("NANPA"), the Pooling Administrator ("PA") or other reasons required by law or statutory demand

3.4 The Parties will follow the LNP provisioning process recommended by the North American Number Council ("NANC") and adopted by the Federal Communications Commission ("FCC"). The Parties agree that they will port numbers (both in and out) in compliance with FCC rules and regulations and industry standards, including rules related to the timing within which such porting must be completed.

3.5 Unless otherwise contracted, LERG and BRRDS updates are the responsibility of the customer. Teliax will provide the necessary information per market and assist via its normal ticketing system. Customer may contract with Teliax at a per hour rate as outlined in schedule B and may be updated from time to time with additional service orders.

4.0 911 & Emergency Services.

4.1 Customer acknowledges that it is not reliant on Teliax to provide 911, E911 or any other emergency services ("911 Services") to it or its Carrier Customers or End Users. Customer will assume all responsibility, risk and potential liability for the provisioning (or non-provisioning) of any and all 911 Services associated, directly or indirectly, with Local Service. Customer will indemnify and hold Teliax harmless from any claims resulting from End Users dialing or attempting to dial the digits "9-1-1" or any other emergency services number or from any other person who may be affected by the dialing of the digits "9-1-1" or any other emergency services number.

4.2 Customer agrees that no number assigned or utilized under this service may be used for any emergency, lifeline or similar type service and that they have informed any downstream customer of this policy.

5.0 Term.

5.1 This Attachment shall become effective on the Effective Date and shall continue for a period of three (3) years thereafter ("Attachment Term"), unless earlier terminated as provided herein. At the end of the initial Attachment Term, the Attachment shall automatically renew on a month-to-month basis until terminated by either party upon thirty (30) days' prior written notice to the other party.

5.2 Except as otherwise set forth herein, Teliax shall deliver the Service for the entire duration of the Service Term, and Customer shall pay all charges for delivery thereof through the end of the Service Term. To the extent that the Service Term for any Service extends beyond the Attachment Term, then this Attachment shall remain in full force and effect for such Service until the expiration or termination of such Service Term.

5.3 If the Federal Communications Commission, a state Public Utilities or Service Commission or a court of competent jurisdiction, issues a rule, regulation, law or order which has the effect of canceling, changing or superseding any material term of provision of this Agreement (collectively,

"Regulatory Requirement"), then Teliax may terminate the Services provided hereunder at any time during the Term upon reasonable notice.

6.0 Billing, Payment and Credit Terms.

6.1 Customer shall pay all invoices within thirty (30) calendar days of the date of the invoice (the "Due Date").

6.2 Except as otherwise set forth herein, any undisputed amounts not paid by the Due Date shall bear interest until paid at the lesser of (i) one and one-half percent (1.5%) per month; or (ii) the highest amount permitted by law. In addition, Customer shall be responsible for all costs, including reasonable attorney's fees and costs, incurred in the collection of unpaid charges or in any other action to enforce payments and/or obligations hereunder.

6.3 If Customer disputes any portion of an invoice, Customer must pay the undisputed portion of the invoice and submit a written claim, including all documentation substantiating Customer's claim, to Teliax for the disputed amount of the invoice by the invoice due date, or it shall be deemed to have waived its right to dispute the charges. Notwithstanding anything herein to the contrary any claims of fraudulent usage shall not constitute a valid basis for a dispute.

6.4 Teliax may, upon written notice via email or other form, immediately terminate or suspend Service under this Agreement for (i) Company's failure to pay any invoice by the Due Date, or (ii) failure to pay or maintain any security or additional security required under this Attachment.

6.5 Initial and ongoing delivery of Services may be subject to credit approval. At any time, Teliax may require Customer to make a deposit as a condition to Teliax's provision or continued provision of the Services.

7.0 Early Termination & Liability.

7.1 If prior to the expiration of the initial Service Term, Customer terminates Service for convenience or Teliax terminates Service for cause Customer will (a) pay all unpaid amounts for Service provided through the date of termination; plus (b) pay Teliax a early termination charge (which Customer acknowledges is a reasonable approximation of Teliax's damages and is not a penalty) equal to documented expenses which was incurred by Teliax as a result of the early termination, including, but not limited to, third party liability.

7.2 Parties understand that these service agreement is subject to a preexisting regulatory ecosystem which could change based on state and federal regulatory access. Ether party may terminate this agreement by mutual consent within 90 days of such a regulatory event. Such consent may not be unreasonably withheld.

8.0 Regulatory Obligations

8.1 Each Party represents and warrants that any equipment, facilities, or services provided to the other Party under this Agreement comply with the Communications Assistance for Law Enforcement Act (CALEA). Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall, at the noncompliant Party's sole cost and expense, modify or replace any equipment, facilities, or services

provided to the other Party under this Agreement to ensure that such equipment, facilities, and services fully comply with CALEA. Each Party may cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by applicable law in matters related to the Services, including the production of records, the establishment of new lines or the installation of new Services on an existing line in order to support law enforcement and/or national security operations, and, the installation of wiretaps, trap-and-trace facilities and equipment, and dialed number recording facilities and equipment. A Party shall not have the obligation to inform the other Party or the Customers of the other Party of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by applicable law.

8.2 Customer will not engage in "access stimulation" (also known as "traffic pumping") in accordance with the definitions, rules and standards of the Federal Communications Commission ("FCC") or the relevant state regulatory authority. Customer acknowledges that amounts charged to the Carriers during the customary CABs billing process for such alleged use over the baseline of consistent use presumed to be normal traffic may be withheld until the good faith dispute over such charges is settled pursuant to the applicable tariffs and will therefore impact Customer's Toll Services Credit. Teliax has no intention to collect payments from the Carriers for "access stimulation" use of its services nor does Teliax intend to provide Customer with Toll Services Credit for "access stimulation" use of its services. Customer shall indemnify Teliax from any claims by third-parties and expenses (including loss of revenue, legal fees and court costs) arising out of third-party claims of Access Stimulation. Furthermore Customer represents that it has in place all filters and call controls necessary to manage its own and End Users traffic related to the Do Not Originate and Reassigned Numbers database

8.3 . Prohibition of use Services provided under this Agreement shall not be used for unlawful purposes and will not be furnished and may be discontinued by Teliax without notice if any law enforcement agency, acting within its jurisdiction, advises that such services are being used in violation of the law or in a manner contrary to the security of the United States of America or any of its citizens.

Additionally, Teliax may discontinue any Service(s) without notice or cause if any abuse, fraudulent use, harassment, or the like, including but not limited to one or more of the following, is found to emanate from or take place with respect to the Service(s) provided by Teliax in whole or in part:

- a) the Service or facilities of Teliax has been used for a call or calls anonymous or otherwise in a manner reasonably to be expected to frighten, abuse, torment or harass employees of Teliax and/or other individuals;
- b) the use of profane, obscene, or otherwise threatening language;
- c) the impersonation of another with fraudulent intent;
- d) the use of the Service in such a manner as to interfere with the service of others or to prevent others from making or receiving calls over their telephone or Internet service;
- e) the use of the Service for any purpose other than as a means of communication;
- f) the use of Service or facilities of Teliax to transmit a message or to locate a person or otherwise to give or obtain information, without the payment of the applicable local message charge or message toll charge or any other applicable fee; and

g) the obtaining, or attempting to obtain, or assisting another to obtain or attempt to obtain, local or message toll telephone service by rearranging, tampering with, or making connection with any facilities of Teliax, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or part, of rates, charges and fees for such Service. Teliax reserves the right to block Services to the Customer's location without any liability whatsoever, in the event that Teliax detects or reasonably suspects fraudulent or unlawful use of the Service at said location.

9.0 Indemnification and Limitations on Liability.

9.1 Each party agrees to indemnify, defend and hold harmless the other party from third party claims for damage to tangible property, personal injury or death caused by the gross negligence or willful misconduct of such party. owners, directors, officers, employees and agents, harmless from and against any and all claims, suits, expenses, losses, demands, actions, causes of action, judgments, fees and costs, of any kind or nature whatsoever (Claims), arising from or related to any use, attempt to use or resale of Service or otherwise arising in connection with any Service or this Agreement. **IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY DAMAGES WHATSOEVER FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, THE COST OF PURCHASING REPLACEMENT SERVICES, OR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT OR ANY SERVICE ORDER. TELIAX WILL HAVE NO LIABILITY FOR ANY CLAIM AGAINST CUSTOMER BY A THIRD PARTY IN CONNECTION WITH OR FOR RESPONDING TO EMERGENCY 911 OR OTHER EMERGENCY REFERRAL**

This Attachment, including any Service Order(s) executed hereunder, constitutes the entire and final agreement and understanding between the Parties with respect to Teliax's provision of the Service(s) to Customer. This Attachment may only be modified or supplemented by an amendment executed by an authorized representative of each Party

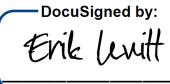
TELIAX,

DocuSigned by:
By: 
59B907D5838948B...

Name: **Doug Davis**

Title: **EVP of Business Operations**
Date: 10/20/2023

CUSTOMER: 1STPOINT COMMUNICATIONS, LLC

DocuSigned by:
By: 
6B97AB1EF6F3436...

Name: **Erik Levitt**

Title: **CEO**
Date: 10/02/2023

Attachment A - List of Available Rate Centers

Lower 48 USA with exceptions around rural and Indian-nations exchanges

Pricing Attachment (attachment B)

Per Rate Center MRC

\$1000 for first 100 channels **(minimum commit to start a rate center)**

\$700 for each additional 100 channels **(minimum 100 channels increment)**

Channels will be incremented

as usage reaches highwater mark

Ratios of 3:1 T:O maximum if the ratios are exceeded a charge of \$0.0035 /per mou out of balance if compensating access revenue cannot be collected under tariff or switched access agreement. For clarification; Termination means calls from the PSTN to Customer Origination means calls from the Customer to the PSTN

\$1000 NRC for LERG homing documentation to open a rate center

\$300 /hr for additional LERG work upon request