



Service Order - PSTN Control Service

This Service Order – PSTN Control Service, dated February 4, 2020, is subject to and made a part of the Master Service Agreement Number CTIN160531-3001404 between **Computer Telephony Innovations, Inc** ("Customer") and Peerless Network. This Service Order and the Master Service Agreement governs the sale and purchase of the Local Exchange Services described below. This Service Order Initial Term is one (1) year from the Service Commencement Date and renews for one (1) month periods unless either Party cancels the Service Order or MSA.

1. Service Description. Peerless will provide PSTN Control Service to the Customer to originate and terminate traffic to and from the Public Switched Telephone Network ("PSTN"). Service will be configured based upon incumbent LEC requirements, which may include using existing Peerless interconnection facilities or separate facilities dedicated to the Customer. *As a condition of Peerless PSTN Control Service, Customer is required to enter into the Peerless Transit and Local Termination Service Orders as specified below.* In the event Customer chooses to route additional traffic, Customer agrees to enter into the appropriate Service Orders as specified below.

2. Customer Responsibilities. Customer acknowledges and agrees that they are a certified Competitive Local Exchange Carrier ("CLEC") in good standing in each applicable state and responsible for all regulatory requirements, including but not limited to:

- a) Establishing or opting into existing Interconnection Agreements with the appropriate Local Exchange Carrier ("LEC"); and
- b) Filing and maintaining appropriate interstate and intrastate tariffs with the appropriate regulatory agencies and organizations (including, e.g., NECA); and
- c) Obtaining a POI (CLLI) code in each designated location for service; and
- d) Obtaining all necessary industry identifiers including but not limited to; OCN, ACNA, LNP Service Provider ID (SPID); and
- e) Obtaining an "A" Block NPA-NXX and assigning a Local Routing Number (LRN) from the "A" Block. Central Office Code Assignment Guidelines shall include:
 - i. SW IDENT: Customer CLLI Code
 - ii. ACTUAL SW ID: Peerless Network provided CLLI Code per market; and
- f) Providing the "A" Block NPA-NXX and LRN to Peerless as soon as it is received by the Customer, but no later than seven (7) days after receipt; and
- g) Establishing an AOCN relationship with an AOCN provider for entering and maintaining all appropriate LERG designations; and
- h) Establishing and supporting all local number portability processes; and
- i) Implementing a solution for delivering/accepting all ancillary call types in accordance with all federal, state, and municipal laws, in addition to all Interconnection Agreement requirements. Ancillary call types include, but are not limited to, 911, E911, 311 Operator Services, Directory Assistance, 900, 500, 976 services; and
- j) Establishing at least one one-way outbound trunk group for local termination and transit services and two one-way inbound trunk groups between Customer and Peerless Network for the delivery of inbound local/intraLATA and interLATA traffic. Connections to Peerless Network will be made using Session Initiation Protocol (SIP) using either G.711 and/or G.729 codes unless mutually agreed upon to in writing by both parties; and
- k) Agreeing to enter into, and be bound by the terms and conditions of, the appropriate Service Order(s) (e.g., Voice Termination) in the event Customer chooses to route additional traffic; and
- l) Agreeing to be in compliance with all third party traffic termination arrangements, including primary toll carrier agreements, and optional and/or extended calling area plans; and
- m) Agreeing that it has authorization to send traffic to third party common carriers prior to delivering traffic to such carriers using PSTN Control; and
- n) Acknowledging that service is only available to Customer for use in providing local exchange and exchange access telecommunications services to its residential, business, and government end users within the Peerless network or its affiliates service areas. ("Eligible End Users") – except where, and only to the extent that, Customer is required to allow for the resale of its local exchange telecommunications services under state or federal law and that service may not be used for termination of "pass through" or transit access



traffic if such use results in an arrangement that seeks to avoid the appropriate application of switched access charges. Eligible End Users being served by Customer using PSTN Control Service are referred to herein as "PSTN End Users;" and

- o) Arranging and bearing all costs of connection to its customers; and
- p) Routing all outbound local and local toll (intraLATA) traffic to Peerless and entering into Peerless Transit and Local Termination Service Orders, with rates for each state where service is provided; and
- q) Billing and collecting any Customer End User fees; and
- r) Submitting all orders to orderentry@peerlessnetwork.com; and
- s) Billing and collecting any applicable End Office switched access fees, including Inter-carrier Compensation.

3. Peerless Responsibilities: In providing the PSTN Control Service, Peerless acknowledges and agrees that it (or a related subsidiary) will:

- a) Maintain appropriate interconnection facilities to the incumbent local exchange carrier tandem(s), and assist (as needed) in the ordering and provisioning of interconnection facilities with the incumbent LEC; and
- b) Coordinate any SS7 route sets as may be required for interconnection to the LEC; and
- c) Provide Customer with Peerless CLI Codes mentioned above; and
- d) Route all inbound traffic (local, intraLATA, interLATA, International) received to Peerless Network's tandem both directly or indirectly from another carrier to the Customer.
- e) Accept and route any 1+ or 8YY originated traffic from the Customer.
- f) Route originating local and intraLATA traffic from the Customer to Peerless on-net customers (excluding the ILEC) via Peerless' Local Transit Service, only with a valid Transit Service Order for this traffic as noted in Customer Responsibilities.
- g) Route originating local and intraLATA traffic from the Customer to off-net carriers (including the ILEC) via Peerless' Local Termination Service (see Peerless Network Local Termination Service Order, only with a valid Peerless Local Termination Service Order for this traffic as noted in Customer Responsibilities.
- h) Route originating interLATA traffic from the Customer to Peerless for termination via Peerless' Voice Termination Service, only if the Customer enters into the Peerless Voice Termination Service Order for this traffic.
- i) Provide Customer with a list of all on-net and off-net carriers based on LATA and OCN in each market service where local transit and local termination is established.
- j) Provide EMI records.
- k) Use commercially reasonable efforts to provision orders within twenty (20) days of receipt from Customer. Orders received after 3:00pm CST will be considered as received the next business day. Orders that are expedited will be assessed a fee of \$500.00 per order.

4. Pricing. The prices for PSTN Control Services are as follows:

PSTN Control Port Monthly Charges	\$7.00 per switch port PSTN Control Switch Ports = Number of Inbound Minutes / 7,000,000 x 672
Off-Net Local Transit*	Pursuant to the Peerless Network Local Termination Service Order
On-Net Local Transit*	Pursuant to the Peerless Network Transit Service Order
Outbound Long Distance*	Pursuant to the Peerless Network Voice Termination Service Order
* Customer must have valid Service Orders for this traffic.	

4.1 Rates are subject to change on seven (7) days written notice. Modification in rates may be in the form of new rates, charges and/or surcharges or through modification of existing rate elements which are used to determine rates and/or charges. Customer is liable for payment on any rate changes past the effective date as documented in a delivered rate modification notice. Unless explicitly stated, any pricing not covered in this Service Order is subject to the Applicable Tariffs covering such services. In addition, Peerless will not act as a billing intermediary or clearinghouse for Customer's billing.

4.2 Peerless may charge applicable tandem switched access rates to a third party for originating and/or terminating traffic to the Customer. If Peerless is charged by a third party for services typically billed to the end office provider (Customer), Peerless will pass through such charges to Customer. Customer acknowledges and agrees that Peerless is not responsible for any charges levied by any third party in connection with such traffic, including intercarrier compensation.

4.3 Customer will not charge Peerless any amounts in connection with any traffic exchanged under this Service Order including terminating and originating switched access fees for traffic utilizing a Peerless CIC Code.

4.4 Should the Customer provide Peerless proper notice of cancellation of this Service Order, Customer will use best efforts to migrate the traffic off of the Peerless network within thirty (30) days, but in no way should Company take more than sixty (60) days to finalize such migration. Customer is responsible for payment of all traffic until traffic is properly migrated off of Peerless' network.

4.5 **Access Stimulation Certification.** In accordance with C.F.R. § 51.914, as of November 27, 2019 a LEC engaged in access stimulation (as defined in C.F.R. § 61.3(bbb)) must: (1) designate in the Local Exchange Routing Guide (LERG) or by contract the route through which an interexchange carrier can reach that LEC's end office (or equivalent) and bear financial responsibility for all interstate and intrastate terminating tandem switching and transport charges (whether terminated directly or indirectly); (2) a LEC engaged in access stimulation must not bill interexchange carriers for terminating tandem switching and transport charges for traffic between that LEC's end office (or equivalent) and the associated access tandem switch; and (3) notify the FCC, all intermediate access providers it subtends, and interexchange carriers with which they do business in writing: (i) that the LEC is engaged in access stimulation and (ii) designate the intermediate access providers that will provide the terminating switched access tandem switching and transport to that LEC and that the LEC will pay for those services. Further, an intermediate access provider that receives notice that it has been designated to provide terminating tandem switching and transport to a LEC engaged in access stimulation must not bill the interexchange carrier for those services and instead bill that LEC.

As of the Effective Date of this Amendment, Customer states that ____ is ____ is not an access stimulator as defined by C.F.R. § 61.3(bbb). Customers submitting access stimulation notices to the FCC shall provide notice to Peerless simultaneously via email at: regulatory@peerlessnetwork.com with copy to contracts@peerlessnetwork.com. Further, if Customer is deemed to be an access stimulator or Peerless compensates an IXC for traffic associated with Customer credits, Customer shall reimburse Peerless on the subsequent invoice or within fifteen (15) days, whichever is sooner. Customer shall not be entitled to withhold reimbursement if Peerless demonstrates that it compensated the IXC. Failure to notify or reimburse Peerless as described above may result in immediate service suspension, including the suspension of any credits.

4.6 **Acceptable Use.** Parties agree to work cooperatively to address unlawful use in a timely manner. Peerless works cooperatively with the industry, law enforcement, governmental entities, regulatory entities, and other carriers (collectively "Cooperative Parties"), to address issues related to illegality, fraud and abuse. In accordance with laws applicable to Peerless and notwithstanding anything to the contrary in this Agreement, Peerless may disclose Customer's information and such disclosure will not be a violation of this Agreement.

Unlawful Use. Customer will use best efforts to prevent unauthorized, illegal, or fraudulent use of the Services, and shall terminate any unauthorized, illegal, or fraudulent user access and immediately notify Peerless of any such unauthorized, illegal, or fraudulent use, attempted use of, or access to, the Services. Regardless of how Customer becomes aware of unlawful activity, Customer is not relieved of liability related to the offending traffic and will also



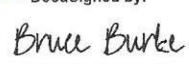
be responsible for paying third-party fees directly related to the offending traffic. Further, any unauthorized, illegal, or fraudulent use or misuse of the Services by or through Customer voids all warranties, express or implied, by Peerless, and relieves Peerless from any responsibility for performance under the respective Service Order where fraud, abuse or illegality occurred. *Peerless has no obligation to prevent, monitor, notify, or actively seek facts or circumstances indicating any fraud, abuse or illegal activities.*

Traceback Efforts. Customer warrants that it will participate in any traceback efforts authorized by US Telecom's Traceback Group regarding suspicious robocalls without the need for a subpoena or formal demand. Customer agrees that its response shall indicate if it is in the call path as the originating provider of the calls (i.e., Customer received the calls from Customer's End User) or (ii) a transit provider (i.e., Customer received the calls from another voice provider). The response shall also identify the source of the calls.

Penalties. In addition to penalties outlined above, Peerless may, in its sole discretion, take any or all of the following actions to address if it discovers or reasonably suspects any abuse or unlawful activity: (i) take commercially reasonable action on offending numbers in order to minimize misuse; (ii) issue a verbal, e-mail or written warning notifying the Customer of the misuse and the corrective action that must be taken; (iii) suspend, with or without warning, all or part of a Customer's Service and may condition restoration of such Service upon Customer affecting corrective action; and/or (iv) terminate, with or without warning, all or part of Customer's service and may terminate Customer's Agreement. Any unauthorized, illegal, or fraudulent use or misuse of the Services by or through Customer voids all warranties, express or implied, by Peerless, and relieves Peerless from any responsibility for performance under the respective Service Order where fraud, abuse or illegality occurred.

IN WITNESS WHEREOF, the Parties hereto have caused this Service Order – PSTN Control Service to be executed as of the day and year first above written.

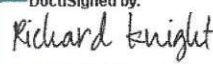
Customer: Computer Telephony Innovations, Inc

DocuSigned by:
By: 
Name: Bruce Burke
A1B319E0E04D4BA...

Title: Manager

Date: 2/7/2020

Peerless Network, Inc.

DocuSigned by:
By: 
Name: Richard Knight
0EE25670DE8C47F...

Title: 8EVP Sales and Marketing

Date: 2/7/2020



solutions to grow your business

March 26, 2020

Telecom Fund Contribution Certification**Exhibit D**

I, Bruce Burke, Secretary and Treasurer of Computer Telephony Innovations Inc dba Voxtelesys (the "Applicant" or "Voxtelesys"), hereby certifies that Voxtelesys complies with:

a) its Universal Service Fund contribution obligations under 47 CFR part 54, subpart H; b) its Telecommunications Relay Service contribution obligations under 47 CFR § 64.604(c)(5)(iii); c) its North American Numbering Plan and Local Number Portability Administration contribution obligations under 47 CFR §§ 52.17, 52.32; d) its obligations to pay regulatory fees under 47 CFR § 1.1154; and e) its 911 obligations under 47 CFR part 9.

499 Filings are submitted under the name Computer Telephony Innovations Inc

499 Filer ID: 852574

Bruce Burke

A handwritten signature in cursive script that reads 'Bruce Burke'.

bruce@voxtelésys.com

(701) 264-8100



Fee Filer System

Fee Filer System

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 Logged in as FRN: Computer Telephony Innovations, Inc. (0018456251) [\[Log Out\]](#)
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The module for making FY 2019 regulatory fee payments is now available.

FCC FORM 159-W INTERSTATE TELEPHONE SERVICE PROVIDER REPORT

Licensee Name: Computer Telephony Innovations, Inc.		Filer 499 ID (FCC Form 499-A, Line 101): 827574
Bill Number: R19P827574		
Calendar Year 2018 Revenue Information (show amounts in whole dollars)		
1	Service provided by U.S. carriers that both originates and terminates in foreign points. FCC Form 499-A, Line 412 (e)	\$0.00
2	Interstate end-user revenues from all telecommunications services. FCC Form 499-A, Line 420 (d)	\$1,224,940.00
3	International end-user revenues from all telecommunications and IVoIP services except international-to-international. FCC Form 499-A, Line 420 (e)	\$0.00
4	Total interstate and international end-user revenues (Sum of lines 1, 2 and 3)	\$1,224,940.00
5	End-user interstate mobile service monthly and activation charges. FCC Form 499-A, Line 409 (d)	\$0.00
6	End-user international mobile service monthly and activation charges. FCC Form 499-A, Line 409 (e)	\$0.00
7	End-user interstate mobile service message charges including roaming charges but excluding toll charges. FCC Form 499-A, Line 410 (d)	\$0.00
8	End-user international mobile service message charges including roaming charges but excluding toll charges. FCC Form 499-A, Line 410 (e)	\$0.00
9	End-user interstate satellite service. FCC Form 499-A Line 416 (d)	\$0.00
10	End-user international satellite service. FCC Form 499-A Line 416 (e).	\$0.00
11	Surcharges on mobile and satellite services identified as recovering universal service contributions and included in Line 403 (d) or 403 (e) on your FCC Form 499-A. Note: You may not include surcharges applied to local or toll services, nor any surcharges identified as intrastate surcharges.	\$0.00
12	Interstate and international revenues from resellers that do not contribute to USF. FCC Form 499-A, Line 511 (b)	\$0.00
13	Total excluded end-user revenues. (Sum of lines 5 through 12.)	\$0.00
14	Total subject revenues. (Line 4 minus Line 13). Please round to nearest dollar.	\$1,224,940.00
15	Interstate telecommunications service provider fee factor	0.003170
16	2019 Regulatory Fee (Line 14 times Line 15). You are exempt from filing if the sum of all regulatory fees due on Line 16 is less than \$1,000.00	\$3,883.00

CLOSE

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Customer Service

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FCC Form 499-Q Telecommunications Reporting Worksheet

Quarterly Filing for Universal Service Contributors

> Please read instructions before completing <

Approval by OMB
3060-0855

Block 1: Contributor Identification Information

101

Filer 499 ID 827574

102	Legal name of reporting entity	Computer Telephony Innovations, Inc.
103	Filer's IRS employer identification number	47 0840510
104	Name telecommunications provider is doing business as	CTI
105	Affiliated Filers Name/Holding Company Name <small>[All affiliated companies should show same name here. In most cases, the Affiliated Filers Name will be the holding company name.]</small>	Check if filer has no affiliates: <input checked="" type="checkbox"/>
105.1	Affiliated Filers Name/Holding Company Name IRS employer identification number	
106	Filer's FCC Registration Number (FRN)	0018 4562 51
107	Complete mailing address of reporting entity's corporate headquarters	649 4th Ave SW, Dickinson ND 58601 United States

Block 2: Contact Information

108	Person who completed this worksheet	First Patrick M H Last Burke
109	Telephone number of this person	(402) - 403-4435 ext
110	Fax number of this person	(402) - 443-1551
111	Email of this person	phburke@ctimessaging.com
112	Billing address and billing contact person: <small>[Bills for Universal Service contributions will be sent to this address.]</small>	Burke 649 4th Ave SW Dickinson ND 58601 United States phburke@ctimessaging.com 402 403-4435 402 443-1551

Block 3: Contributor Historical and Projected Revenue Information

113	Indicate which quarterly filing this represents	Filing due	Historical revenues (lines 115-118) for	Projected revenues (lines 119-120) for
	<input type="checkbox"/> November 1, 2019	July 1 - September 30, 2019	January 1 - March 31, 2020	
	<input checked="" type="checkbox"/> February 1, 2020	October 1 - December 31, 2019	April 1 - June 30, 2020	
	<input type="checkbox"/> May 1, 2020	January 1 - March 31, 2020	July 1 - September 30, 2020	
	<input type="checkbox"/> August 1, 2020	April 1 - June 30, 2020	October 1 - December 31, 2020	
114	Check if using safe harbor to allocate interstate/intrastate revenues for each of the following (as applicable): Cellular & broadband PCS: <input type="checkbox"/> Paging: <input type="checkbox"/> Analog SMR: <input type="checkbox"/> Interconnected VoIP: <input checked="" type="checkbox"/>			
Historical billed revenues with no allowance or deductions for uncollectibles. See Instructions.		Total Revenues (a)	Interstate Revenues (b)	International Revenues (c)
115	Telecommunications provided to other universal service contributors for resale as telecommunications or as or as interconnected VoIP.	\$31.00	\$31.00	\$0.00
116	End-user telecommunications revenues including any pass-through charges for universal service contributions, but excluding international-to-international revenues	\$509,751.00	\$330,828.00	\$0.00
117	All other goods and services	\$99,628.00	Column (b) and (c) not requested	
118	Gross-billed revenues from all sources [sum of above]	\$609,410.00	for Lines 117 and 118	
119	Projected gross-billed end-user interstate and international telecommunications revenues including any pass-through charges for universal service contributions, but excluding international-to-international revenues		\$360,000.00	\$0.00
120	Projected collected end-user interstate and international telecommunications revenues including any pass-through charges for universal service contributions, but excluding international-to-international revenues		\$360,000.00	\$0.00

Block 4: CERTIFICATION: to be signed by an officer of the reporting entity

121	I certify that the revenue data contained herein are privileged and confidential and that public disclosure of such information would likely cause substantial harm to the competitive position of the company. I request nondisclosure of the revenue information contained herein pursuant to sections 0.459, 52.17, 54.711 and 64.604 of the Commission's Rules. <input checked="" type="checkbox"/>		
I certify that I am an officer of the above-named reporting entity, that I have examined the foregoing report and to the best of my knowledge, information and belief, all statements of fact contained in this Worksheet are true, that said Worksheet is an accurate statement of the affairs of the above-named company for the quarter and that the projections of gross-billed and collected revenues represent a good-faith estimate based on company procedures and policies.			
122	Signature		
123	Printed name of officer	First Patrick M H Last Burke	
124	Position with reporting entity	President	
125	Email of officer (Required if available)	phburke@ctimessaging.com	
126	Date	1/24/2020	
127	This filing is:	<input checked="" type="checkbox"/> Original filing <input type="checkbox"/> Revised filing [revisions due within 45 days of original filing deadline]	

Do not mail checks with this form. Send this form to: Form 499 Data Collection Agent c/o USAC 700 12th Street, N.W. Suite 900 Washington DC 20005

For additional information regarding this worksheet contact: Telecommunications Reporting Worksheet Info: (888)641-8722 or via e-mail: Form499@universalservice.org

PERSONS WILLFULLY MAKING FALSE STATEMENTS IN THE WORKSHEET CAN BE PUNISHED BY FINE OR IMPRISONMENT UNDER TITLE 18 OF THE UNITED STATES CODE, 18 U.S.C. §1001

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<http://forms.universalservice.org>

Pay.gov Payment Confirmation: Remittance Advice

From: notification@pay.gov

09/03/19 16:06

To: bruce@ctimessaging.com

Your payment has been submitted to Pay.gov and the details are below. If you have any questions or you wish to cancel this payment, please contact FCC Financial Operations Group Help Desk at ARINQUIRIES@fcc.gov at 877-480-3201 option 6.

Application Name: Remittance Advice

Pay.gov Tracking ID: 26JUQ64Q

Agency Tracking ID: PGC3291344

Transaction Type: Sale

Transaction Date: Sep 3, 2019 6:06:54 PM

Account Holder Name: Computer Telephony Innovations, Inc.

Transaction Amount: \$3,883.00

Card Type: Visa

Card Number: *****1639

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March 26, 2020

Key Personnel Certification

Exhibit E

I, Bruce Burke, Secretary / Treasurer of Computer Telephony Innovations, Inc dba Voxtelesys (the "Applicant" or "Voxtelesys"), hereby certifies that Voxtelesys possesses the financial, managerial, and technical expertise to provide reliable service.

Officers of the Company are:

President: Patrick Burke

Vice President: Michael Jennings

Secretary / Treasurer: Bruce Burke

Chief Technical Officer: Patrick Burke

In addition, I certify that the Applicant is not being investigated by the Federal Communications Commission or any law enforcement or regulatory agency for failure to comply with any law, rule, or order; and that pursuant to 47 CFR §§ 1.2001-1.2002 no party to the application is subject to a denial of Federal benefits pursuant to section 5301 of the Anti-Drug Abuse Act of 1988.

Bruce Burke

A handwritten signature in cursive script that reads 'Bruce Burke'.

Secretary / Treasurer

bruce@voxtesys.com

(701) 264-8100
