

Service Order - Power LNP

commio



Service Order – Power LNP 2020033002 to Piratel, LLC

Date	commio:	Customer:
March 31, 2020	commio, LLC 11320 N FM 620, Suite: A031 Austin, Texas 78726	Piratel, LLC 10572 Calle Lee Ste. 123 Los Alamitos, CA 90720

THIS SERVICE ORDER, made effective as of March 31, 2020 by and between commio, LLC ("Provider") having an office at 11320 N FM 620, Suite: A031 , Austin, Texas 78726 and Piratel, LLC having an office at 10572 Calle Lee Ste. 123, Los Alamitos, CA 90720 (collectively, the "Parties" and each, a "Party"), the Parties agree as follows:

RECITALS

1. Services

i. Interconnection

Provider will provide Power LNP Service ("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 Provider interconnection facilities or separate facilities dedicated to the Customer. In the event Customer chooses to route additional traffic, Customer agrees to enter into the appropriate Service Order(s) as specified below.

ii. LNP

Provider will enable SOA/LNP services to the Customer via either a web portal or API. The set-up of the SOA service is described in the Neustar Service Description document.

2. Customer Responsibilities

Customer acknowledges and agrees that they are a certified Competitive Local Exchange Carrier ("CLEC"), ULEC, Wireless, PCS, IPES, or other LERG Provider Category in good standing in each applicable state and responsible for all regulatory requirements **where applicable**, including but not limited to:

- Establishing or opting into existing Interconnection Agreements with the appropriate Local Exchange Carrier ("LEC"); and

- Filing and maintaining appropriate interstate and intrastate tariffs with the appropriate regulatory agencies and organizations (including, e.g., NECA); and
 - Obtaining a POI (CLLI) code in each designated location for service; and
 - Obtaining all necessary industry identifiers including but not limited to; OCN, ACNA, LNP Service Provider ID (SPID); and
 - Obtaining an "A" Block NPA-NXX and assigning a Local Routing Number (LRN) from the "A" Block. Central Office Code Assignment Guidelines shall include:
 - SW IDENT: Customer CLLI Code
 - ACTUAL SW ID: Provider Network provided CLLI Code per market; and
 - Providing the "A" Block NPA-NXX and LRN to Provider as soon as it is received by the Customer, but no later than seven (7) days after receipt; and
 - Establishing an AOCN relationship with an AOCN provider for entering and maintaining all appropriate LERG designations; and
 - Establishing and supporting all local number portability processes; and
 - 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
- Establishing at least one one-way inbound trunk groups between Customer and Provider Network for the delivery of inbound local/intraLATA and interLATA traffic. Connections to Provider Network will be made using Session Initiation Protocol (SIP) using G.711 codes unless mutually agreed upon to in writing by both parties; and
 - 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
 - Agreeing that it has authorization to send traffic to third party common carriers prior to delivering traffic to such carriers if using commio's network/service to send such traffic; and
 - Arranging and bearing all costs of connection to its customers; and
 - Billing and collecting any Customer End User fees; and
 - Submitting all orders to orders@gocommio.com.
- tandem(s), and assist (as needed) in the ordering and provisioning of interconnection facilities with the incumbent LEC; and
- Coordinate any SS7 route sets as may be required for interconnection to the LEC; and
 - Provide Customer with Provider CLLI Codes; and
 - Route all inbound traffic (local, intraLATA, interLATA, International) received to Provider Network's tandem both directly or indirectly from a carrier to the Customer; and
 - Accept and route any 1+ or 8YY originated traffic from the Customer; and
 - Route originating interLATA traffic from the Customer to Provider for termination via Provider' Voice Termination Service, only if the Customer enters into the Provider Voice Termination Service Order for this traffic; and
 - 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.

3. Providers Responsibilities

In providing the Power LNP Service, Provider acknowledges and agrees that it (or a related subsidiary) will:

- Maintain appropriate interconnection facilities to the incumbent local exchange carrier

4. Pricing

Pricing is provided in the associated Pricing Schedule.

5. Coverage

Provider will provide an updated Routing Member List of available coverage when new markets become available

IN WITNESS WHEREOF, this Agreement is executed by the undersigned Parties. The Parties hereto each further certify that the persons signing this Agreement on such Party's behalf are duly authorized to do so.

By:
Name:
Title:


Piratel, LLC
Karl Douthit
President

By:
Name:
Title:


commio, LLC
Sam Schiffman
President

Master Services Agreement

commio



Master Services Agreement 2020033001 to Piratel, LLC

Date	commio:	Customer:
March 31, 2020	commio, LLC 11320 N FM 620, Suite: A031 Austin, Texas 78726	Piratel, LLC 10572 Calle Lee Ste. 123 Los Alamitos, CA 90720

THIS AGREEMENT, made effective as of March 31, 2020 by and between commio, LLC ("Provider") having an office at 11320 N FM 620, Suite: A031, Austin, Texas 78726 and Piratel, LLC having an office at 10572 Calle Lee Ste. 123, Los Alamitos, CA 90720 (collectively, the "Parties" and each, a "Party"), the Parties agree as follows:

RECITALS

Services

Pursuant to the terms herein this Master Services Agreement (the "Agreement"), Provider or one of its affiliates will provide and Customer will receive those services ("Services") set forth in any service order ("Service Order") attached hereto or subsequently added to this Agreement and incorporated herein. Services Orders will prevail if any term therein conflicts with a term in this Agreement. The Services that may be provided hereunder include but are not limited to:

- I. Power LNP
- II. Peering Service
- III. long-distance service
- IV. international voice services
- V. originating and/or terminating access services

The Services can only be terminated to third party carriers designated by Provider. The Services are offered by Provider subject to:

- (i) compliance with all applicable laws and regulations; and
- (ii) any regulatory authorizations.

Term

The term of this Agreement will commence on the Effective Date, will continue for 3 year[s], and will automatically renew for successive one year periods unless terminated by written notice provided by either

Party to the other no less than ninety (90) days prior to the end of the initial term or any renewal term.

Post Contract Period

Upon the expiration or termination of this Agreement for any reason, Customer will maintain the existing interconnections for the purpose of receiving terminating Peering Service traffic from Provider. The terms of this Agreement applicable to Customers' acceptance of terminating traffic from Provider will continue to apply until such time as a successor agreement becomes effective. The Parties in good faith will attempt to resolve all outstanding issues in the renegotiation of a successor agreement. However, if the Parties are unable to come to a resolution of certain issues during the renegotiation process, either Party may at any time request arbitration, mediation or assistance from the applicable state public utilities/services commission or, if applicable, the Federal Communications Commission, to resolve the remaining issues, in accordance with the applicable commission's procedures.

Rates

The initial rates provided to Customer are set forth in the applicable attached Service Order. As the Parties agree to additional Services Orders to cover new markets or new or additional services, such Service Orders will be attached hereto and incorporated herein.

Provider may send pricing update(s) to Customer that either establish rates for new NPA-NXXs or revise previously agreed upon rates. Additional terms related to the provision of periodic pricing updates, including the relevant notice periods, are set forth in the Service Orders.

Cancellation/Default

Provider may terminate a Service Order or this Agreement without any liability for any of the following reasons: (a) non-payment by Customer that is not corrected within five (5) days' of receiving written notice, or the failure to comply with any other material term or condition that is not corrected within thirty (30) days' of receiving written notice; (b) a violation by Customer of any law, rule or regulation of any governing authority having jurisdiction over the Service; (c) prohibition against Provider furnishing the Services by any competent court or government authority; (d) for usage by Customer beyond the credit limit set for Customer, if any, and Customer fails to provide payment of the amount due above the credit limit or a security deposit in an amount requested by Provider in its sole discretion; (e) if Customer provides false or misleading credit information; or (f) if Provider determines that the Customer has manipulated, changed, or in any manner modified traffic line records, including the Calling Party Number (CPN) or Automatic Number Identification (ANI).

Payment and Billing

Customer will make all payments due in United States Dollars within thirty (30) calendar days of the date of Provider's invoice ("Due Date"). If any undisputed amount due under this Agreement is not received by the Due Date, in addition to its other remedies available hereunder, Provider may in its sole discretion: (a) impose a late payment charge of the lower of 1.5% per month or the highest rate legally permissible (such late charge will be payable upon demand by Provider); and/or (b) require the delivery of a security deposit, as a condition of the continued availability of the Services. Customer hereby authorizes Provider to make any investigations of credit worthiness of Customer that Provider deems necessary. Provider may require a security deposit prior to commencing the provision of any Services. The charges set forth in any Service Order do not include any taxes or governmental charges. Customer will pay all these additional amounts, except to the extent a valid exemption certificate is provided to Provider. Fraud does not excuse Customer's payment obligations.

Customer Obligations

Customer will:

- (a) allow Provider to share necessary Customer information with other customers for the sole purpose of providing Service;
- (b) use Provider service in accordance with all applicable laws and regulations;
- (c) accept terminating traffic from Provider for all telephone numbers assigned to Customer within thirty (30) days of notice from Provider that the connection with Provider is operational; and (ii) maintain and add additional facilities to sufficiently trunk the network for traffic volumes;
- (d) terminate only authorized Services, as defined in Provider, and will not terminate non-authorized traffic to Provider, including, but not limited to: 911, 811, 411, 976, 311, 611, 500, 950, 700, Directory Assistance, 0+ local, or any; and
- (e) not change, manipulate, or in any manner modify traffic line records, including the CPN or ANI and that it will pay the highest tariff rate if determined by Provider if such has occurred.

Customer will indemnify Provider against any and all charges levied by any third party telecommunications provider in connection with Services, including any termination charges related to Customer's traffic, and any attorney's fees and expenses. Neither the Customer nor Provider will be required to function as a billing intermediary, e.g. clearinghouse. Customer agrees not to charge Provider for interconnection associated with this service, including port cost, termination charges, access charges or installation fees, or for any third-party originated or terminated traffic sent between Customer and Provider.

Each Party agrees to keep this Agreement together with any Service Orders confidential and not to disclose the pricing or other terms to any third party.

Disputes

If notice of a dispute as to charges is not received in writing, by Provider, within sixty (60) days after the date of invoice, such invoice will be deemed to be correct and binding upon Customer. If Customer disputes and does not pay any portion of a Provider invoice, Customer must timely pay the undisputed portion of the invoice and submit a written claim for the disputed amount by the Due Date.

Changes

No changes or modification to this Agreement will be effective unless agreed to by a duly authorized officer of Provider by written amendment.

DISCLAIMER OF LIABILITY

EXCLUDING INDEMNITY OBLIGATIONS, NEITHER PARTY, NOR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR ASSIGNS, WILL BE LIABLE TO THE OTHER OR ANY THIRD PARTY, INCLUDING THEIR OWN CUSTOMERS OR END USERS, FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS OR ANY OTHER PECUNIARY LOSS, ARISING IN ANY WAY OUT OF OR UNDER THIS AGREEMENT, WHETHER IN TORT, CONTRACT OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

DISCLAIMER OF WARRANTIES

PROVIDER MAKES NO WARRANTY TO CUSTOMER, OR TO ITS OWN CUSTOMERS, END USERS, OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES OR RESULTS, TITLE, NONINFRINGEMENT, QUIET ENJOYMENT OR QUIET POSSESSION AND ANYTHING PROVIDED OR USED UNDER, OR AS A RESULT OF, THIS AGREEMENT.

Independent Contractor

The Parties are separate and independent legal entities, and independent contractors as to each other. Nothing contained in this Agreement will be deemed to constitute either Party an agent, representative, partner, joint venture or employee of the other Party for any purpose.

Assignment

Neither Party may assign or otherwise transfer all or a portion of its rights or obligations under this Agreement

IN WITNESS WHEREOF, this Agreement is executed by the undersigned Parties. The Parties hereto each further certify that the persons signing this Agreement on such Party's behalf are duly authorized to do so.

By: _____
Name: Karl Douthit
Title: President

without prior written consent of the other Party, which consent will not be unreasonably conditioned, withheld or delayed, except that either Party may assign this Agreement without consent to any affiliate or any party acquiring substantially all the assets of the Party. Notwithstanding the foregoing, Customer's attempted assignment to an affiliate or a purchaser will be void if such party is not creditworthy.

Notice

All notices required under this Agreement will be given in writing and either hand-delivered or delivered by a nationally recognized next business day courier, postage paid, to the addresses set forth:

commio

commio, LLC
11320 N FM 620, Suite: A031
Austin, Texas 78726

Customer

Piratel, LLC
10572 Calle Lee Ste. 123
Los Alamitos, CA 90720

Notices will be deemed received on the date of delivery or when delivery is refused.

Miscellaneous

If any provision of this Agreement is invalid or unenforceable under applicable law, that provision will be ineffective only to the extent of such invalidity, without affecting the remaining parts of the provision or the remaining provisions of this Agreement. The Parties agree to negotiate any such invalid or unenforceable provision to the extent necessary to render such part valid and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas governing such Agreements.

By: _____
Name: Sam Shiffman
Title: President