

Service Order for U.S. Domestic Local and Long Distance Service

X5 OpCo, LLC

Pursuant to the terms and conditions of Customer's Master Service Agreement ("MSA") with Inteliquent and this Service Order, Customer hereby subscribes to Inteliquent's U.S. Domestic Local and Long Distance Service (the "Service").

1. Definition of "LLD Service Traffic":

LLD Service Traffic means (a) traffic that originates in a local exchange and terminates in either the same exchange or another calling area associated with the originating exchange, as generally defined and specified in the general subscriber service tariff of the applicable Incumbent Local Exchange Carrier ("Local Traffic") and (b) all other traffic, whether interLATA, interMTA or intraLATA toll traffic ("Long Distance Traffic").

LLD Service Traffic that is jurisdictionally indeterminate due to lack of signaling information will be treated as Long Distance Traffic.

2. Termination of Originating LLD Service Traffic to Certain Carriers:

- Customer will deliver to Carrier originating LLD Service Traffic for termination to NPA-NXXs that (i) are located in the 50 states in the United States or the District of Columbia and that (2) conform to the North American Numbering Plan. Carrier will deliver these calls for termination by the terminating service provider network. NPA 0XX, N11 and Toll Free calls are excluded from termination under this Service Order.
- Customer acknowledges that the Service is only intended to terminate traffic destined to the permitted NPA-NXX's described above, and that if Customer routes other calls to Carrier, those calls will fail to complete.
- If a dialed number has been ported, it will have an LRN. The NPA-NXX of the LRN will be treated as the terminating NPA-NXX for all purposes under this Service Order.

3. Facilities: Interconnection points for the Service are currently available using TDM Trunking, IP Trunking (Dedicated Ethernet Connection via SIP interface), or Virtual IP Trunking (public Internet access). Customer selects the following method and will pay the associated charges:

Facilities Method ¹	MRC	NRC
Dedicated Ethernet IP Trunking	Customer Provided	Customer Provided

Facilities Method ¹	Concurrent Session Fee –	
	MRC	NRC
Public IP Access	(Waived)	(Waived)

Facilities Method ¹	MRC	NRC
TDM Trunking	Customer Provided	Customer Provided

¹ Customer is responsible for obtaining and paying for the transport facility to interconnect with Carrier (e.g., from Customer's switch to Carrier's switch or Carrier designated Point of Interconnect). Carrier has no responsibility for any service problems related to the above Customer provided transport facility. LLD Service Traffic must be sent over trunk groups separate from traffic associated with any other service Customer purchases from Carrier.

4. Termination and Other Charges:

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- The minutes of use charges for the Service will be set forth on a pricing sheet provided to Customer. The pricing will be based on whether the traffic is Long Distance Traffic or Local Traffic and the NPA-NXX to which the call is terminating. The pricing attachment will include a rate for any NPA-NXX not listed on the rate sheet.
- Customer will pay these charges pursuant to the terms of the MSA.
- Charges are billed in six-second initial and six-second additional increments (6/6).
- Carrier will periodically send Customer rate updates via electronic transmission of an Excel spreadsheet.
- Price changes applicable to existing NPA-NXXs are effective upon seven days written notice; price decreases may be effective on less than seven days notice if a shorter notice period is stated in the notice. Price updates will be sent to: x5ratechanges@x5solutions.com. Customer will provide notice to Carrier of any changes to this email address.
- When new NPA-NXXs are delivered to Customer, pricing associated with these new NPA-NXXs is effective immediately.
- Customer's termination of traffic to the authorized NPA-NXXs, including any updates thereto, confirms Customer's acceptance of any new or revised rates and routing codes.
- If Customer chooses not to accept any revised or new rates or routing codes, Customer agrees not to send traffic terminating to the affected NPA-NXXs.

5. Short Duration Calls:

- If 20% or more of Customer's completed calls are equal to or less than 6 seconds in length (each a "Short Duration Call"), or if more than 25% of Customer's total call attempts do not complete during any given month per trunk group during any billing cycle (the "Incomplete Call Threshold"), then Carrier may bill and Customer will pay Carrier a \$0.015 surcharge for (i) for each Short Duration Call or (ii) each incomplete call. This surcharge will be in addition to Customer's per minute usage rates described above. Additionally, Carrier may terminate Customer's use of the Service and disconnect all relevant connections on 30 days prior written notice.
- Carrier may in its sole discretion temporarily block duplicate or repeated numbers dialed in succession or abnormally short duration calls where Carrier considers the number of attempts to be potentially harmful to the network. Carrier shall have no liability for damages of any type to Customer for actions taken under this clause to protect the integrity of its network.
- If Carrier needs to exercise this right, where practicable, Carrier will attempt to inform Customer of its intention to apply such controls, however the Carrier reserves the right to apply such measures without advance notice should immediate action be required to protect the integrity of its network.
- Customer will not route auto-dialer traffic under this Service Order. For purposes of this Service Order, auto-dialer traffic means machine generated calls associated with outbound call center sales/solicitation campaigns.

6. Cause Code – Rerouting:

- Carrier will use commercially reasonable efforts to send to Customer a cause code "503" (for customers interfacing with Carrier via SIP) or cause code "34" (for customers interfacing TDM) for calls that cannot be completed, so that the call can be re-routed accordingly.
- Customer represents and warrants it is able to receive and process a cause code from Carrier.

7. Additional Terms and Conditions:

- Customer will provide Carrier with a forecast of minutes expected in the first full month following service activation with Carrier
- Carrier and Customer mutually agree to turn down under-utilized trunks. After a 3 month ramp period commencing when interconnection has been completed by Carrier, if traffic volumes are below 500,000 MOUs/month, Carrier reserves the right to request disconnection of all facilities, which will be conducted over a reasonable timeframe.

[Signatures on Next Page]

Customer Information

Customer Signature	<i>Nathan R Bledsoe</i>
Name (Printed):	Nathan Bledsoe
Title: CTO	Date <i>3/15/16</i>

Inteliquent, Inc. acceptance signature: *ABJ* *3/16/16*

This offer expires 30 days from the date listed on the Pricing Attachment.