

Service Exhibit
Host Switch and Transport Services

Under this Service Exhibit and the terms of the Master Services Agreement (“MSA”) between X5 OpCo, LLC. (“Customer”) and Inteliquent, Inc. (“Carrier”) dated February 22, 2016, Customer will receive and Carrier will provide Host Switch and Transport Services (the “Services”). In the event of a conflict between a term in this Service Exhibit and a term in the MSA, the term in this Service Exhibit will govern with respect to the Services. The definitions in the MSA apply to any term that is not defined in this Service Exhibit. This Service Exhibit is effective on February 22, 2016 (“Effective Date”).

1. List of market(s). Carrier will provide the Services in the LATAs set forth on Exhibit 1. The parties may add additional markets by executing “Service Orders” that set out by LATA the relevant charges and any additional terms and conditions agreed to by the parties.

2. The Services; and Certain Definitions.

2.1 For the purposes of this Service Exhibit:

- a. “Host Switch” has the meaning defined in the next paragraph.
- b. “ILEC” means an Incumbent Local Exchange Carrier.
- c. “Inbound Traffic” means all inbound traffic terminating to Customer under this Agreement.
- d. “IXC” means an Inter-exchange Carrier
- e. “Local Traffic” means calls that Carrier receives from the ILEC over its local trunks with the applicable ILEC. “Local Traffic” includes traffic originating from a third party that the ILEC treats as local transit traffic.
- f. “Local Transit Traffic” means calls that Carrier receives over its local transit service trunks from an On-net carrier. “Local Transit Traffic” excludes Local Traffic.
- g. “Off-net carrier” or “Off-net IXC carrier” means a third party carrier to which Carrier is not directly connected.
- h. “On-net carrier” or “On-net IXC carrier” means a third party carrier to which Carrier is directly connected. In no event will the ILEC be an On-net carrier or On-net IXC carrier.
- i. “Switched Access Traffic” means InterLATA or IntraLATA toll calls terminating to Customer via Carrier’s FGD tandem.

2.2 Customer may use Carrier’s interconnection trunks to the applicable ILECs by populating Carrier’s switch (the “Actual SW ID” in the LERG for Customer’s NPA/NXX’s for the purpose of receiving:

- a. Local Traffic originating from an ILEC subscriber; and

b. Local Traffic originating from a non-ILEC subscriber transited by the ILEC via the ILEC's local transit service.

2.3 Customer will receive from Carrier Local Transit Traffic that originates from Carrier's third party provider customers and terminates to Customer via Carrier's tandem.

2.4 Customer will populate Carrier's access tandem as the originating and terminating FGD Tandem for Customer's NPA/NXX's so that Switched Access Traffic will be terminated from IXCs via Carrier's access homing tandem service.

3. **Transport Services.** Carrier will receive all Local Traffic, Local Transit Traffic and Switched Access Traffic calls and transport such traffic (the "Transport Service") to Customer using the interconnection facilities set out in Section 4.

4. **Interconnection.** The parties plan to connect using a public IP connection. If the parties subsequently elect to interconnect using a GigE transport facility, Customer will pay Carrier the charges mutually agreed to by the parties in writing for such interconnection. Separate trunk groups will be used for calls terminating to calling card applications. Separate trunk groups will also be used for any other service provided by Carrier, such as Carrier's DID service.

Customer will not send any outbound traffic under this Service Exhibit. Any outbound traffic must be sent under a separate agreement using separate trunk groups.

5. **Term:** Commencing on the date set forth underneath Customer's signature, the initial term of this Agreement is one year. The term will automatically renew on a month to month basis, unless terminated by written notice provided by either Party to the other no less than 90 days prior to the end of the initial term or 30 days prior to any renewal term. Notwithstanding the foregoing, Customer may terminate this Agreement on 30 days' notice if Carrier exercises its right to adjust the rates and fees (as set forth in Section 6 or in Exhibit 1).

6. **Monthly Charges.** In exchange for the Services, Customer will pay the charges set forth on Exhibit 1. Carrier may adjust the prices by providing Customer with 60 day's prior written notice.

7. **Customer Responsibilities.** Customer will: (a) enter into and maintain an interconnection agreement ("ICA") with the ILECs serving the local calling area in which the Host Switch is located, (b) meet all 911 requirements, including 911 interconnections or waivers, (c) meet any local number portability (LNP/LRN) requirements, (d) obtain a POI CLLI (common language location identifier) code in the serving LATA to home its NPA/NXX's, (e) populate Carrier's end-office switch in the LERG as the 'Actual SW ID' for purposes of receiving Local Traffic and Local Transit Traffic over the ILEC interconnection trunks and populate Carrier's access tandem as the originating and terminating FGD Tandem in the LERG with an effective date that has been agreed to by Carrier, and (f) meet any other responsibility normally associated with operating as a facilities based local service provider in the state in which the Host Switch is located.

Customer must also obtain and maintain LRN for delivery of 3rd Party Traffic to Customer in the applicable market.

8. **Carrier Responsibilities.** If applicable, Carrier will provide Customer with a letter of authorization (LOA) allowing Customer to use Carrier's Host Switch as the Actual Switch in the LERG. Upon the completion of installation and testing of interconnection facilities and

implementation of the Services using a Host Switch in a LATA, Carrier will notify Customer, in writing or email, that the Service is available for use.

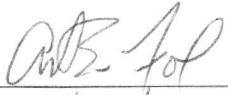
9. Third Parties. Customer will not charge Carrier any amounts in connection with Local Traffic, Local Transit Traffic and Switched Access Traffic or otherwise under this Service Exhibit. Customer will be responsible for and indemnify Carrier against any and all charges levied by any third party telecommunications provider in connection with the Local Traffic, Local Transit Traffic and Switched Access Traffic, including any intercarrier compensation or termination charges. Customer will be responsible for Carrier's expenses, including reasonable attorneys' fees and expenses, incurred in successfully collecting any such amounts from Customer.

X5 OpCo, LLC


Customer Signature

Name: Nathan Bledsoe
Title: CTO

Inteliquest, Inc. acceptance
signature:


AB-Jol
3/16/16