

**Exhibit A**

**Proof of Facilities Readiness- Inteliquent ICA with Verizon New England**



John C. Peterson, Director  
Contract Performance and Administration  
Wholesale Markets

Wholesale Markets  
600 Hidden Ridge, HQE03D52  
P.O. Box 152092  
Irving, TX 75038

Phone 972-718-5988  
Fax 972-719-1519  
john.c.peterson@verizon.com

April 20, 2004

Ronald W. Gavillet  
EVP External Affairs  
Neutral Tandem, Inc.  
2 North LaSalle Street, Suite 1615  
Chicago, Illinois 60602

Re: Requested Adoption Under Section 252(i) of the TA96

Dear Mr. Gavillet:

Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts ("Verizon"), a New York corporation, with principal place of business at 185 Franklin Street, Boston, Massachusetts 02110, has received your letter stating that, under Section 252(i) of the Telecommunications Act of 1996 (the "Act"), Neutral Tandem-Massachusetts, LLC ("NTI"), a Delaware limited liability company, with principal place of business at 2 North LaSalle Street, Suite 1615, Chicago, Illinois 60602, wishes to adopt the terms of the arbitrated Interconnection Agreement between AT&T Communications of New England Inc. ("AT&T") and Verizon that was approved by the Massachusetts Department of Telecommunications and Energy (the "Commission") as an effective agreement in the Commonwealth of Massachusetts in Docket No. 98-35, as such agreement exists on the date hereof after giving effect to operation of law (the "Terms"). I understand NTI has a copy of the Terms. Please note the following with respect to NTI's adoption of the Terms.

1. By NTI's countersignature on this letter, NTI hereby represents and agrees to the following five points:
  - (A) NTI adopts (and agrees to be bound by) the Terms of the AT&T/Verizon arbitrated agreement for interconnection as it is in effect on the date hereof

after giving effect to operation of law, and in applying the Terms, agrees that NTI shall be substituted in place of AT&T Communications of New England Inc. and AT&T in the Terms wherever appropriate.

- (B) For avoidance of doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon that no longer applies under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), or that is otherwise not required by both 47 U.S.C. Section 251(c)(3) and 47 C.F.R. Part 51. Moreover, Verizon, on February 20, 2004, filed a petition at the Massachusetts Department of Telecommunications and Energy to arbitrate amendments to interconnection agreements (including the Terms) with respect to the Triennial Review Order ("TRO Arbitration"). Once the Commission issues an effective order approving an amendment with respect to the Triennial Review Order in the TRO Arbitration (an "Approved Amendment"): 1) the terms of such Approved Amendment shall be deemed to amend this adoption effective on the effective date of such Commission order, 2) NTI agrees to be bound by the terms of such Approved Amendment effective on the effective date of such Commission order, and 3) Verizon and NTI shall execute an amendment to this adoption to memorialize that this adoption is amended by the terms of such Approved Amendment effective on the effective date of such Commission order; provided, however, failure by either party to do so shall not be cited as a basis for contesting the effectiveness of the provisions in 1) and 2) above.
- (C) Notice to NTI and Verizon as may be required under the Terms shall be provided as follows:

To: Neutral Tandem, Inc.  
Attention: Ronald W. Gavillet  
2 North LaSalle Street, Suite 1615  
Chicago, IL 60602  
Telephone Number: 312-384-8040  
Facsimile Number: 312-346-3276  
Internet Address: rgavillet@neutraltandem.com

To Verizon:

Director-Contract Performance & Administration  
Verizon Wholesale Markets  
600 Hidden Ridge  
HQEWMMNOTICES  
Irving, TX 75038  
Telephone Number: 972-718-5988  
Facsimile Number: 972-719-1519  
Internet Address: [wmnotices@verizon.com](mailto:wmnotices@verizon.com)

with a copy to:

Vice President and Associate General Counsel  
Verizon Wholesale Markets  
1515 N. Court House Road  
Suite 500  
Arlington, VA 22201  
Facsimile: 703-351-3664

- (D) NTI represents and warrants that it is a certified provider of local telecommunications service in the Commonwealth of Massachusetts, and that its adoption of the Terms will cover services in the Commonwealth of Massachusetts only.
- (E) In the event an interconnection agreement between Verizon and NTI is currently in effect in the Commonwealth of Massachusetts (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.
- (F) Verizon's standard pricing schedule for interconnection agreements in the Commonwealth of Massachusetts (as such schedule may be amended from time to time) (attached as Appendix 1 hereto) shall apply to NTI's adoption of the Terms. NTI should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Terms or that are otherwise not part of this adoption, and may include phrases or wording not identical to those utilized in the Terms. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule or attempted to customize the wording in the pricing schedule to match the Terms. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights, and the use of slightly

different wording or phrasing in the pricing schedule does not alter the obligations and rights set forth in the Terms.

2. NTI's adoption of the AT&T arbitrated Terms shall become effective as of May 4, 2004. The Parties understand and agree that Verizon will file this adoption letter with the Commission promptly upon my receipt of a copy of this letter, countersigned by NTI as to points (A), (B), (C), (D), (E) and (F) of paragraph 1 above. The term and termination provisions of the AT&T/Verizon agreement shall govern NTI's adoption of the Terms.
3. As the Terms are being adopted by you pursuant to your statutory rights under section 252(i), Verizon does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Terms does not in any way constitute a waiver by Verizon of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Verizon of all rights and remedies it may have to seek review of the Terms, or to petition the Commission, other administrative body, or court for reconsideration or reversal of any determination made by the Commission pursuant to arbitration in Docket No. 98-35, or to seek review in any way of any provisions included in these Terms as a result of NTI's 252(i) election.
4. Nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any contractual provision required by the Commission in Docket No. 98-35 (the AT&T arbitration) or any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commissions, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Terms.
5. Verizon reserves the right to deny NTI's adoption and/or application of the Terms, in whole or in part, at any time:
  - (a) when the costs of providing the Terms to NTI are greater than the costs of providing them to AT&T;
  - (b) if the provision of the Terms to NTI is not technically feasible; and/or
  - (c) to the extent that Verizon otherwise is not required to make the Terms available to NTI under applicable law.
6. For avoidance of doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. Verizon has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Verizon's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 ("FCC Internet Order"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section

251(b)(5) of the Act.<sup>1</sup> Accordingly, any compensation to be paid for Internet traffic will be handled pursuant to the terms of the *FCC Internet Order*, not pursuant to adoption of the Terms.<sup>2</sup> Moreover, in light of the *FCC Internet Order*, even if the Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act.<sup>3</sup> In fact, the *FCC Internet Order* made clear that carriers may not adopt provisions of an existing interconnection agreement to the extent that such provisions provide compensation for Internet traffic.<sup>4</sup>

7. Should NTI attempt to apply the Terms in a manner that conflicts with paragraphs 3-6 above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.
8. In the event that a voluntary or involuntary petition has been or is in the future filed against NTI under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an "Insolvency Proceeding"), then: (i) all rights of Verizon under such laws, including, without limitation, all rights of Verizon under 11 U.S.C. § 366, shall be preserved, and NTI's adoption of the Verizon Terms shall in no way impair such rights of Verizon; and (ii) all rights of NTI resulting from NTI's adoption of the Verizon terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Verizon pursuant to 11 U.S.C. § 366.

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<sup>1</sup> Order on Remand and Report and Order, In the Matters of: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68 (rel. April 27, 2001) ("FCC Remand Order") ¶44, remanded, *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. May 3, 2002). Although the D.C. Circuit remanded the *FCC Remand Order* to permit the FCC to clarify its reasoning, it left the order in place as governing federal law. See *WorldCom, Inc. v. FCC*, No. 01-1218, slip op. at 5 (D.C. Cir. May 3, 2002).

<sup>2</sup> For your convenience, an industry letter distributed by Verizon explaining its plans to implement the *FCC Internet Order* can be viewed at Verizon's Customer Support Website at URL [www.verizon.com/wise](http://www.verizon.com/wise) (select Verizon East Customer Support, Business Resources, Customer Documentation, Resources, Industry Letters, CLEC, May 21, 2001 Order on Remand).

<sup>3</sup> See, e.g., 47 C.F.R. Section 51.809(c).

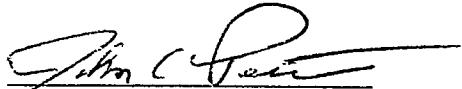
<sup>4</sup> *FCC Internet Order* ¶ 82.

SIGNATURE PAGE

Please arrange for a duly authorized representative of NTI to sign this letter in the space provided below and return it to Verizon.

Sincerely,

VERIZON NEW ENGLAND INC.,  
D/B/A VERIZON MASSACHUSETTS



John C. Peterson, Director  
Contract Performance and Administration  
Wholesale Markets

Reviewed and countersigned as to points A, B, C, D, E and F of paragraph 1:

NEUTRAL TANDEM-MASSACHUSETTS, LLC



John Barnicle  
Chief Operating Officer

c: K. Robertson – Verizon

AGREEMENT

between

New England Telephone and Telegraph Company  
d/b/a BA

and

AT&T Communications of New England, Inc.

Dated as of April 13, 1998

## INTERCONNECTION AGREEMENT

This Agreement, which shall become effective upon the date executed in accordance with Section 2(a), is entered into by and between AT&T Communications of New England, Inc., a Massachusetts corporation, having an office at 32 Avenue of the Americas, New York, New York 10013 ("AT&T"), and New England Telephone and Telegraph Company, d/b/a Bell Atlantic – Massachusetts, a New York corporation, having an office at 185 Franklin Street, Boston, Massachusetts 02110 ("BA").

### RECITALS

WHEREAS, the Telecommunications Act of 1996 (as amended or modified from time to time, the "Act") was signed into law on February 8, 1996; and

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to, Telecommunications Carriers; and

WHEREAS, the Federal Communications Commission (the "FCC") has issued rules to implement the Act (including In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996, FCC 96-325 (hereinafter, as amended, modified, stayed or reconsidered from time to time, the "Order")); and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which AT&T will interconnect with the BA network in the BA service territory within the Commonwealth of Massachusetts (the "MA Region") and BA will provide services to AT&T as required by the Act and Order and additional services as set forth herein; and

WHEREAS, the Parties have arrived at this Agreement through negotiations and arbitration proceedings undertaken pursuant to the Act.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement and other good and valuable consideration, AT&T and BA hereby agree as follows:

## DEFINITIONS

For purposes of this Agreement, certain terms have been defined in Attachment 1 and elsewhere in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular shall include the plural. The words "shall" and "will" are used interchangeably throughout the Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized, and not defined in this Agreement, shall have the meaning in the Act.

## GENERAL TERMS AND CONDITIONS

1. **Scope of the Agreement** This Agreement, together with all applicable tariffs as referenced herein (as in effect from time to time except with respect to those provisions in this Agreement in which it is expressly provided otherwise), set forth the terms, conditions and prices to which BA and AT&T have agreed in respect of the following: (a) Local Services, (b) certain unbundled network elements, (hereinafter collectively referred to as "Network Elements") or combinations of such Network Elements ("Combinations"), (c) Collocation, (d) Number Portability, (e) Access to Rights of Way, Ducts, Conduits and Pole Attachments, (f) Directory Assistance and Operator Services and Directory Listings, (g) Reciprocal Compensation, (h) E911 and 911 services, (i) Meet-Point Billing, (j) Dialing Parity, (k) Transient Tandem Service, (l) Interconnection of AT&T's network to BA's network and (m) Access to Telephone Numbers. This Agreement includes the General Terms and Conditions, Parts I through IV, and their Attachments and all accompanying Appendices and Exhibits. Unless otherwise provided in this Agreement, the rights and obligations of the Parties hereunder shall apply throughout the MA Region.

2. **Term of Agreement; Termination**

(a) The initial term of this Agreement shall commence on the date on which this Agreement has been executed by both Parties (the "Effective Date") and shall expire on April 12, 2001, except as otherwise provided in

The Parties acknowledge and agree that the issue of BA's obligation to combine unbundled Network Elements is presently before the Department in the Consolidated Arbitrations D.P.U. 96-73, 96-74, 96-80/81, 96-83 and before the U.S. Supreme Court. Accordingly, it is agreed that, pending a decision of either the Department or the U.S. Supreme Court requiring BA to provide combinations of unbundled Network Elements, BA has no obligation to combine unbundled Network Elements. When the Department, the U.S. Supreme Court or any court of competent jurisdiction issues a decision or order upon this issue, upon written request of either Party, the Parties agree to meet and expeditiously negotiate in good faith to arrive at modifications to this Agreement, if necessary, to comply with such decision. Notwithstanding the foregoing, nothing in this Agreement shall prevent either Party from appealing or otherwise contesting the Department's or any court's decisions or orders.

Section 2(d) below.

- (b) AT&T (i) shall, at BA's request, or (ii) may, at its option, nine months prior to the expiration of the Term, with respect to the entire Agreement, and/or eighteen months prior to the expiration of the Term, in the case of the terms and provisions with respect to Local Services set forth in Part I hereof (such terms and provisions, other than with respect to the wholesale discounts set forth in Part IV hereof, hereinafter the "Resale Terms"), make a request to BA to renegotiate all of the terms of this Agreement or the Resale Terms pursuant to Section 251(c)(1) of the Act. The date(s) of BA's receipt of such request(s) shall be hereinafter referred to as the "Renegotiation Request Date". The Parties agree that within sixty (60) days of such Renegotiation Request Date each Party will provide to the other a written description of its proposed changes to, and/or extension of, the terms of this Agreement or the Resale Terms. The Parties shall enter into negotiations on such proposed changes seventy-five (75) days after such Renegotiation Request Date.
- (c) In the event that, notwithstanding, the good faith efforts of both Parties, they are unable to agree on terms and conditions of a new agreement and/or new Resale Terms, then either Party may, beginning 135 days after the Renegotiation Request Date, file a petition for arbitration by the Department pursuant to Section 252(b) of the Act.
- (d) The terms and conditions of this Agreement shall only continue in full force and effect until the Effective Date of the Department's decision pursuant to any petition filed under Section 2(c) above (the "Arbitration Decision") if AT&T requests to renegotiate pursuant to Section 2(b) above; provided, however, that the prices, and, where feasible, any other terms and conditions of this Agreement shall be trued up to conform with the Arbitration Decision back to the date of expiration of the Term or, with respect to modification of Resale Terms, back to the applicable Renegotiation Request Date.
- (e) Nothing in this Section 2 shall be construed as a waiver by either Party of its right to appeal any decision of the Department, including the Arbitration Decision.
- (f) Upon termination or expiration of this Agreement in accordance with this Section 2:

- (i) each Party shall comply with its obligations set forth in paragraph (c) of Section 18 of the General Terms and Conditions of this Agreement;
- (ii) each Party shall promptly pay all amounts (including any late payment charges or cancellation charges, if any) owed under this Agreement; and
- (iii) each Party's obligations that by their terms continue in force and effect after termination or expiration of this Agreement (including, without limitation, indemnification obligations) shall survive termination or expiration of this Agreement.

3. **Transitional Support** Upon the termination or expiration of this Agreement, AT&T may itself provide or retain another vendor to provide Local Services, Network Elements, Combinations or other access or services comparable to those furnished under the terms of this Agreement. BA agrees to cooperate with AT&T and to use commercially reasonable efforts to effect an orderly and efficient transition to AT&T or AT&T's new vendor, subject to the payment by AT&T to BA of the reasonable costs incurred in providing such cooperation.

4. **Good Faith Performance** In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the provisions of the Act and the applicable effective provisions of the Order. Except to the extent a different standard is expressly set forth in this Agreement, in which case such other standard shall apply, where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such notice, approval or similar action shall not be unreasonably delayed or withheld.

5. **Option to Obtain Local Services, Network Elements or Combinations Under Other Agreements**

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- (a) If BA enters into an agreement approved by the Department or the FCC pursuant to Section 252 of the Act which provides for the provision in the Commonwealth of Massachusetts of services covered in this Agreement to another requesting Telecommunications Carrier (the "Other Agreement"), BA shall make available to AT&T upon request such Other Agreement to the extent required by Section 252(i) of the Act.

If AT&T enters into an agreement with a Telecommunications Carrier approved by the Department or the FCC pursuant to Section 252 of the Act with respect to services in the Commonwealth of Massachusetts (the "Other AT&T Agreement"), then AT&T shall make available to BA upon

**Exhibit B**

**Agreement with Inteliquent**

## VoIP TN Service Schedule

This VoIP TN Service Schedule (this "Service Schedule") is made under the Master Services Agreement (the "Agreement") between the Parties. This Service Schedule will be effective on the date it has been executed by both Parties (the "Effective Date").

1. Definitions. Capitalized terms shall have the meanings ascribed to them below or elsewhere in the Agreement or this Service Schedule, as applicable.

- 1.1 "API" means Application Programming Interface.
- 1.2 "Call Time" means the interval that elapses between the moment when the reply condition (answer signal from the called party) is detected at the point where the recording of the call duration takes place and the moment when the disconnect signal is detected from either direction, rounded to the nearest second.
- 1.3 "Carrier" means Inteliquent, Inc. or one of its affiliates.
- 1.4 "CCS" or "Concurrent Call Session" means the corresponding capacity of one voice-frequency channel.
- 1.5 "CDR" means call detail record.
- 1.6 "CNAM" means caller identification with name.
- 1.7 "Complex DL" means any Directory Listing described in the Tariff of the applicable RBOC, LEC or White Pages listing provider as a Directory Listing service other than a primary, simple or single line Directory Listing. Non-Listed and Non-Published DL's are excluded from the Complex DL Service.
- 1.8 "Inbound Calling" means a Service that connects both local calls and long-distance calls (except inbound collect calls and third-party calls) *from* a calling party *to* a Subscriber's Activated TN. This Service does not include 9-1-1 Service or termination of certain calls described in Section 2.5 (Exclusions) below. Inbound Calling is available in Offered Rate Centers only.
- 1.9 "Market" means any way other than Rate Center to designate where a Service may be provided by Carrier.
- 1.10 "MRC" means monthly recurring charges.
- 1.11 "NRC" means non-recurring charges.
- 1.12 "NRF" means a No Records Found 9-1-1 Call. NRF calls are 9-1-1 calls sent to Carrier over a trunk group associated with any of Carrier's services for which Carrier has no actively provisioned Subscriber Service Address for the originating telephone number associated with the call.
- 1.13 "Offered Rate Centers" means those certain Rate Centers served by Carrier and identified on the Inteliquent Portal.
- 1.14 "Inteliquent Portal" means Carrier's online order entry systems, bulk upload systems or API (or its successor).
- 1.15 "PSTN" means public switched telephone network.
- 1.16 "Rate Center" means a uniquely defined geographical area that is associated for telecommunications industry billing purposes with one or more specific NPA/NXX codes.
- 1.17 "Reseller" means an entity that purchases Carrier Services from Customer for reselling such services to Subscribers.
- 1.18 "Service Order" means a request from Customer to provide a service or feature as outlined in this Schedule.
- 1.19 "Subscriber" means the end user of a Service.
- 1.20 "TN" means the telephone number assigned by Carrier to Customer. TNs shall be considered Onnet or Offnet TN Service depending on their corresponding Rate Centers as identified on Inteliquent Portal. Customer may not establish and/or operate peer-to-peer relationships with any third party(ies) with respect to any TNs provided by Carrier (or its affiliates) at any time.
- 1.21 "Total Minutes" means the total seconds of Call Time of all calls that terminate in a Billing Cycle divided by 60 and

rounded up to the nearest minute.

- 1.22 "VoIP" means voice over internet protocol.
- 1.23 "Service" means the services described in Sections 2 and 7.

1.24 "VoIP Traffic" means traffic exchanged over PSTN facilities that originates and/or terminates in IP format.

### 2. Services.

2.1 Service Descriptions. Customer may receive Inbound Calling by ordering a combination of TNs, CCSs or Metered Services. In no event may the Services be used for Inbound Calling terminating to a calling card platform (or any similar service by which calls are re-originated). The Services include the following.

a. "Inbound CCS". A Service whereby Carrier provides a certain amount of CCS capacity, as ordered by Customer, that will support a maximum number of calls that can be received at the same time and provides Inbound Calling to Subscribers utilizing Activated TNs assigned exclusively by Carrier. Fees for CCS include an NRC per ordered CCS and a monthly MRC per CCS. A CCS MOU Surcharge will be billed by Tier in one (1) second increments multiplied by 1/60<sup>th</sup> of the CCS MOU Surcharge rate per minute.

b. "Metered Inbound". A Service whereby Carrier provides Inbound Calling to Customer utilizing Activated TNs assigned exclusively by Carrier. Fees for Metered Inbound service will be billed in one (1) second increments multiplied by 1/60<sup>th</sup> of the Metered Inbound rate per minute. Customer agrees to notify Carrier no less than five business days in advance if it expects more than a 500,000-minute increase of inbound traffic.

### c. Local Number Portability (or "LNP").

i. Port-In. Customer may request that Carrier "port" an existing telephone number to Carrier ("Port-In Request"). Upon submission of each Port-In Request, Customer represents and warrants that it has received all rights and authorizations required by the FCC and state regulatory commissions necessary for the porting sought in that request, and Customer shall promptly provide Carrier with documentation evidencing Customer's receipt of such rights and authorizations upon request. Customer shall keep such documentation for at least two (2) years from Port-In. Carrier may, in its sole discretion, refuse a Port-In Request for any reason. A Non-recurring "Port-In Fee" shall be incurred upon completion by Carrier of the Port-In. Any subsequent modification or cancellation of a Port-In Request after receipt of the Port-In Request will incur an additional "Change Fee" or "Cancellation Fee". If Carrier requests additional information to Port-In a telephone number and Customer fails to provide such information within ten (10) days of such request, Carrier may terminate the Port-In Request and Customer shall pay the Cancellation Fee. With respect to large volume Port-In Orders

(e.g. Bulk Orders), certain discounts may apply based on additional terms and conditions, as described in Exhibit A. Customer shall be charged the LNP Snap Back rate per TN when a number must be returned to the donating carrier within 24 hours of the port.

ii. Port-Out. Upon receipt of a request from a third-party to port a Subscriber's TN to another carrier ("Port-Out Request"), Carrier may port such TN as requested and Customer agrees that Carrier shall have no liability to Customer or Subscriber for the porting out of such TN. Non-recurring "Port-Out Fees" may be incurred upon receipt by Carrier of the Port-Out Request and Customer agrees to pay such Fees in accordance with Service Schedule. Carrier provides Customer the ability to Pin Protect its Onnet TNs to avoid slamming of Customer's TNs. Customer shall follow all FCC rules regarding port outs and shall not impede a Subscriber from lawfully porting out its TN.

d. Directory Listing (U.S. numbers only). Customer may request that Carrier provide the Subscriber's Activated TN, name and/or address ("Primary Listing") to: (i) directory assistance and the local white pages (or similar directory) ("Listed Number"), (ii) directory assistance only ("Non-Listed Number"), (iii) request that the Primary Listing not appear in directory assistance or the local white pages ("Non-Published Number") or (iv) request a Complex DL. All requests for a Listed Number, Non-Listed Number, Non-Published Number or Complex DL shall be referred to as a Directory Listing. Upon the submission of each Directory Listing, Customer represents and warrants that it has obtained all necessary approvals from the Subscriber for the Directory Listing requested. Customer shall keep such documentation for at least two (2) years. Customer expressly agrees that Carrier shall have no liability to Customer, Subscribers or any third parties, for any claims, damages or expenses arising from or related to a Directory Listing that Carrier performs, fails to perform or incorrectly performs. Fees shall be incurred upon receipt by Carrier of each Directory Listing request and any subsequent modification of such request will incur an additional "Change Fee". Directory Listings may not be available if the address of the Directory Listing is outside of the Directory Listing provider's coverage. Customer will be solely responsible for adhering to state laws and rulings regarding Directory Listings and for supplying Carrier with applicable Directory Listing information. Carrier may reject a Directory Listing order for any reason. Carrier is not liable for any claims for harm or damages relating to errors or delay in publication of Customer's Directory Listing information. Placement of Directory Listing to Directory Listing Provider by Carrier may take place up to ninety (90) days after submission by Customer. New Directory Listings must be requested by Customer on TNs that are Ported-In and applicable fees will apply. Complex DL's shall be charged an NRC and MRC fee.

e. CNAM. Caller identification with name (or CNAM) allows a Subscriber to identify the telephone number and name of the calling party. CNAM charges shall be applied per query. CNAM Services will be billed each time Carrier queries a CNAM database for Customer's Activated TN's ("CNAM DIP") and will apply to all Activated TNs unless otherwise designated in the Inteliquent Portal. Carrier shall bill Customer

the total number of CNAM DIPs multiplied by the CNAM DIP rate. CDR's are not available for the CNAM DIP Service. Carrier makes no representations or warranties with respect to the accuracy or availability of CNAM and Carrier shall have no liability to Customer or Subscribers in the event CNAM is not accurate or available at all times.

f. CNAM Data Entry. Upon TN Activation, Carrier shall populate the CNAM database with the applicable information about the Subscriber (if any) that has been provided by Customer. Customer is solely responsible for ensuring the accuracy of the Subscriber information provided to Carrier and Carrier makes no representation or warranty that CNAM calls that query the CNAM database will result in a correct CNAM listing. Customer agrees that order information adding a Subscriber to the CNAM database will not be misleading or inaccurate and Customer agrees to adhere to industry standards, laws, rules and regulations relating to CNAM, including the Truth in Caller ID Act.

g. Redundant Trunk. A Service whereby Carrier provides one or more Trunks ("Redundant Trunks") with a certain number of CCSs to be used as a back-up to the primary Trunks that have been provisioned to provide Services to Customer ("Primary Trunks"). Inbound Calling will be redirected to Customer's Redundant Trunks until CCSs become available on Customer's Primary Trunk: (i) If all of Customer's CCSs are being utilized on their Primary Trunks for Inbound Calling, (ii) If Customer's Primary Trunks cannot be signaled or used for Inbound calling or (iii) If Carrier has provided enough CCSs to allow calls to be completed over Customer's Redundant Trunks. Redundant Trunks will be billed per minute. The Primary Trunks that are used for ordering TNs will be the first route choice for any Inbound call and the Redundant Trunks will be the final route. The Redundant Trunk may not be designated when TNs are ordered. CNAM, if applicable, will operate on the Redundant Trunk in the same manner as the Primary Trunks.

h. Onnet TN Service. A Service where Carrier provides Inbound Calling for the Onnet Rate Centers identified on the Inteliquent Portal. Onnet TN Service is standard for any Service providing Inbound Calling. Pricing for Onnet TN Service shall be priced by Rate Center tier. Rate Center tiers can be found on the Inteliquent Portal. Carrier may change, remove or add Rate Center tiers. The changes shall be effective upon notification to Customer via email or when updated on the Inteliquent Portal.

i. Offnet TN Service. A Service where Carrier provides Inbound Calling for the Offnet Rate Centers identified on the Inteliquent Portal. Offnet TN Service is standard for any Service providing Inbound Calling, unless stated otherwise. Pricing for Offnet TN Service shall be priced by Rate Center tier. Rate Center tiers can be found on the Inteliquent Portal. Carrier may change, remove or add Rate Center tiers, The changes shall be effective upon notification to Customer via email or when updated on the Inteliquent Portal.

2.2 CDR. Carrier will use commercially reasonable efforts to provide accurate CDRs, although CDRs may not be available on all Services.

2.3 Service Limitations. Carrier makes no representation or warranty that Service will be available at all times and shall have no liability to Customer in the event a Service is temporarily unavailable. Customer's sole and exclusive remedy is Service deactivation.

2.4 Service Exclusions. Customer shall not use (and shall require that Subscribers do not use) the Carrier's Service for: (i) Inbound Calling made up of high volume traffic with short call durations and (ii) inbound collect calls (collectively "Excluded Service"). Carrier shall have no liability to Customer or Subscribers for any Excluded Service. Customer shall be responsible for any fees or charges imposed by payphone operators arising from Inbound Calling.

2.5 Acceptable Use Policy. Carrier's Acceptable Use Policy posted on Carrier's website applies to the Services (as it may be amended from time to time).

### 3. Fees, Billing and Payment.

The following Section applies only to Services purchased via this Service Schedule.

3.1 Fees Based on the Price List. Customer will pay the fees for the Services set forth on Exhibit A and incorporated herein by this reference. Carrier may change the fees by providing Customer with at least thirty (30) days written notice. Customer will incur recurring and non-recurring fees ("MRC" and "NRC", respectively) upon the Acceptance Date or activation of the Service.

3.2 Minimum Monthly Fee. The Minimum Monthly Fee is that certain fee (if any) identified on Exhibit A. All MRCs and usages charges under (i) this Service Schedule or (ii) any separate services schedule(s) for voice termination and Toll-Free (8XX) services will be included in the calculation of the achievement of the Minimum Monthly Fee. In addition to the NRCs, Customer shall pay to Carrier on a monthly basis the greater of (a) the Minimum Monthly Fee, or (b) the actual MRC and usage charges. Notwithstanding the foregoing, the Minimum Monthly Fee will not apply until the first full calendar month after the expiration of the "Ramp Period" set forth on Exhibit A. The Ramp Period shall start on the Effective Date.

3.3 Regulatory Status. With respect to the TNs, Customer will not be acting as a "telecommunications carrier," as that term is defined by the Telecommunications Act of 1996 and its analogue under applicable state law. To that end, Customer will not be operating as a tandem or end office provider and acknowledges and agrees that Customer will not charge any intercarrier compensation to any party in connection with any Services or Inbound Traffic, including but not limited to reciprocal compensation or switched access charges. Customer further acknowledges and agrees that it is not entitled to charge or receive such payments.

### 4. Ordering / Deactivating Service.

4.1 Ordering – Inbound CCS. For Services ordered on a CCS basis, the following process shall be used:

a. TN Activation. Customer may, by submission of a Service Order, request TNs associated with a specific Offered Rate Center or Market. Carrier may restrict the amount of TNs available to Customer by Offered Rate Center or Market. Acceptance may be communicated by Carrier either in writing, E-mail, or via the Inteliquent Portal to Customer. The date of such communication shall be the "Acceptance Date." Upon the Acceptance Date the TN(s) shall be Activated in Carrier's switch and available for Customers use ("Active TN"). TN NRC and MRC and any other associated fees shall begin on the Acceptance Date. Carrier makes no representation or warranty that the TNs assigned to fill a TN request will be entirely contiguous or uncontaminated.

b. CCS Activation. Customer may, by submission of a Service Order, activate Concurrent Call Sessions ("CCS Activation"). Carrier shall provide Customer with notification when each CCS is activated and such CCS will then be deemed an "Activated CCS". The date of such notification shall be the "Acceptance Date". MRC for each Activated CCS shall commence upon "Activated CCS" notification.

4.2 Service Deactivation. To deactivate an Active TN or CCS, Customer must, via a Service Order, request deactivation. Carrier shall deactivate such TN or CCS within two (2) business days of receipt of Service Order (the "Deactivation Date"). If Customer deactivates or returns TNs to Carrier's inventory within 90 days from TN Activation, Carrier may charge Customer a non-recurring TN Cancel fee per TN ("TN Cancel Fee"). Carrier may deactivate a TN or CCS at any time for any reason at the expiration of thirty (30) days' written notice provided to Customer. Customer shall remain liable for all Fees incurred up to and including the Deactivation Date.

4.3 Term. The term of this Service Schedule will commence on the Effective Date and expire at the end of the "Service Term" set out on Exhibit A. The term will automatically renew for successive monthly periods, unless terminated by written notice provided by either Party to the other no less than 30 days prior to the end of the initial term or any renewal term. If the initial or renewal term of this Service Schedule remains in effect after the expiration or termination (by notice of non-renewal) of the Agreement, the terms of the Agreement and this Service Schedule will continue to apply to the Services.

4.4 Orders from Resellers. Except as otherwise expressly agreed to by Carrier in writing, Resellers are not authorized to order Services directly from Carrier and Customer shall be responsible for placing all Service Orders. Customer shall remain the Carrier's customer of record. Resellers are not third-party beneficiaries under Service Schedule.

### 5. Termination Charge.

5.1 Customer Termination. At any time after the Effective Date, Customer may terminate this Service Schedule, subject to the following. Termination of this Service Schedule will occur thirty (30) days after receipt of Customer's notice, at which time Customer shall pay Carrier a termination charge equal to the sum of one hundred percent (100%) of the remaining Minimum Monthly Fees that would have been incurred for the remainder of the Service Term (the "Termination Charge"), plus all Fees

incurred prior to the date of termination. Customer may terminate this Service Schedule within thirty (30) days of the Effective Date without paying the early Termination Charge. Customer agrees that the Termination Charge is a genuine estimate of the actual damages that Carrier will suffer and is not a penalty.

## 6. Customer Responsibilities.

**6.1 Customer Trunks.** Carrier may require Customer to utilize separate IP addresses and trunk groups ("Trunks") for different Carrier Services and/or Activated TNs and Customer shall be solely responsible for ensuring that the traffic appropriate for each Service is routed over the appropriate Trunk. Customer shall be responsible for all charges and surcharges incurred due to traffic that is routed over an incorrect Trunk to the extent such misrouting was not caused by Carrier. Customer shall be responsible for assigning Activated TNs to the appropriate Trunk and ensuring that all information related to such TN is accurate.

**6.2 Services - For Resale Only.** Customer represents and warrants, with respect to the Carrier Services provided by Carrier to Customer, that Customer: (a) is not an end-user or Subscriber of such Services, and; (b) is using such Services for resale telecommunications, or as a component of an interconnected VoIP product to be resold or leased in the normal course of business.

**6.3 Federal Communication Commission ("FCC") Registration.** Customer represents and warrants that it follows all applicable FCC registration requirements and if applicable, has obtained an FCC Form 499 Filer ID number. Customer agrees to complete and submit to Carrier's Federal Universal Service Fund ("FUSF") certification form on an annual basis. Customer agrees to contribute directly to the FUSF for the Carrier Services it purchases from Carrier as required by the current rules, regulations, orders and guidance of the FCC. If Customer does not contribute directly to the FUSF for the Services it purchases from Carrier and Customer does not sell those Services to Resellers that contribute directly to the FUSF for those Services, then Customer agrees to reimburse Carrier for any applicable FUSF contribution obligations in the form of FUSF charges on Customer's invoices for Carrier Services.

## 7. 9-1-1 Services.

**7.1 9-1-1 Nomadic Service Description.** A Service that allows Subscribers to contact emergency services for TNs (for purposes of this Section 7, TNs include Onnet and Offnet telephone numbers provided by Carrier and Customer designated telephone numbers provided by third party carriers). 9-1-1 Nomadic Service includes E9-1-1 Service and/or Basic 9-1-1 Service as determined by the capabilities of the Public Safety Answering Point ("PSAP"). E9-1-1 Service means that a 9-1-1 call is routed to the PSAP assigned to the Subscriber's Service Address (as communicated to Carrier hereunder) and information regarding the Subscriber's Service Address, as provided to Carrier by Customer, is provided to the PSAP. "Basic 9-1-1 Service" means that a 9-1-1 call will be routed to the PSAP assigned to the Subscriber's Service Address (as communicated to Carrier by Customer) but such call will not

provide to the PSAP the caller's location information and/or call back number.

**7.2 9-1-1 Nomadic Service Delivery.** Customer shall obtain and maintain accurate Subscriber (including Reseller's Subscribers) information and promptly deliver such information to Carrier (in a manner designated by Carrier) so that Carrier can provide such Customer-provided information to applicable databases. Customer shall deliver to Carrier an accurate postal address for every Subscriber that can be validated by Carrier ("Service Address"). Customer shall also promptly provide Carrier with any updates to a Subscriber's Service Address. 9-1-1 Nomadic Services will not function until the TN and associated Service Address of the Subscriber has been validated by Carrier. Customer will cooperate with Carrier so that such inputs may be performed at the time of Carrier Service activation for each TN with 9-1-1 Nomadic Service.

**7.3 9-1-1 Nomadic Service.** Customer will fulfill all its obligations with respect to 9-1-1 Nomadic Service through the Inteliquent Portal and/or API. Customer will not provide service to a Subscriber on an Active TN and will not activate a TN that is intended to have 9-1-1 Nomadic Service until all the information required to provide 9-1-1 Nomadic Services has been validated by Carrier. Carrier may reject a request for 9-1-1 Nomadic Service after it has been submitted to Carrier for processing for various reasons, including rejection for address validation failures. Customer may order 9-1-1 Nomadic Services on a per-TN basis. If Customer does not purchase 9-1-1 Nomadic Service from Carrier on an Active TN, Customer represents and warrants that it has already made arrangements with a third-party provider of 9-1-1 connectivity to ensure that all its Subscribers' calls to 9-1-1 are properly routed to the appropriate PSAPs or emergency services answering points. When providing 9-1-1 service to any Multi-Line Telephone System ("MLTS"), Customer must comply with all applicable laws, regulations and/or industry standards established to address caller location issues in an MLTS situation. It is Customer's sole responsibility to correctly identify which Activated TNs will and will not receive 9-1-1 Nomadic Services from Carrier.

**7.4 9-1-1 Nomadic Service Functional Limitations.** Customer acknowledges that 9-1-1 Nomadic Services will not function, or will not function properly, in the following situations: (i) if a Subscriber attempts to place a 9-1-1 call from any location other than the Subscriber's Service Address as communicated to Carrier by Customer; (ii) if power is disrupted at the Subscriber Service Address; (iii) if Internet connectivity is disrupted at the Subscriber Service Address; (iv) if service to a Subscriber is cancelled or suspended for any reason (e.g., payment default); (v) if Subscriber provides Carrier with incorrect or invalid Subscriber Service Address information; (vi) if Subscriber fails to promptly notify Customer or Customer fails to promptly notify Carrier of any update to Subscriber's Service Address information; (vii) if equipment provided to or used by the Subscriber in connection with Carrier Service malfunctions or is improperly installed or configured; or (viii) if Customer routes a 9-1-1 call to Carrier on a different trunk group than that which Carrier has designated for 9-1-1 Nomadic Service. 9-1-1 Nomadic Services may not be available ubiquitously in all countries or territories that support 9-1-1

calling. If Carrier has agreed to provide Carrier Services to Customer in a Basic 9-1-1 Area, Carrier shall only be obligated to provide basic 9-1-1 Service and not E9-1-1 Service. If the PSAP in a Basic 9-1-1 Area deploys the equipment necessary to enable E9-1-1 Services and Carrier is unable (in a timely manner) to provide E9-1-1 in such Basic 9-1-1 Area, then Carrier may, upon thirty (30) days' written notice to Customer, terminate the Services provided to Customer in such Basic 9-1-1 Area without further obligation or liability. Customer shall be responsible for all Fees incurred to the date of such termination and will be solely responsible for notifying affected Subscribers of the termination.

**7.5 Legal Requirements.** Customer acknowledges by providing Carrier's Service to Subscribers that Customer may be providing an "Interconnected VoIP Service" as defined in 47 C.F.R. § 9.3 and that Customer may be subject to all requirements of 47 C.F.R. Part 9 that apply to the provision of such service. As between Customer and Subscribers or any other third party, Customer, and not Carrier, shall have the responsibility to comply with all applicable requirements of 47 C.F.R. Part 9.

**7.6 Indemnification.** Customer shall indemnify and hold harmless Carrier against any and all damages, claims and expenses resulting from Subscriber's, Customer's or any Reseller's failure to comply with all of the requirements described in Section 7, including without limitation: (i) any failure of Carrier to provide 9-1-1 Nomadic Service when Customer had previously opted out of receiving 9-1-1 Nomadic Service (in whole or in part) in accordance with Section 7.3; (ii) any 9-1-1 calls routed to Carrier on the wrong trunk group; (iii) Customer's incorrect or improper designation of an Activated TN to not receive 9-1-1 Nomadic Service that should have received 9-1-1 Nomadic Service; (iv) failure to strictly comply with Carrier's process and procedures for designating activated TN's to not receive 9-1-1 Nomadic Service; and (v) Customer failing to provision a Subscriber Service Address, Customer provisioning an inaccurate Subscriber Service address, or Customer failing to promptly update a Subscriber Service Address should Subscriber's Service Address have changed.

**7.7 Manual Intervention.** In the event a live operator or manual intervention is required to provide 9-1-1 service to a Subscriber for any reason other than Carrier's negligence or failure to comply with this Service Schedule, Customer shall be responsible for the "9-1-1 Manual Event" fee. In addition, Customer shall be responsible for the 9-1-1 Manual Event fee, even if (a) manual intervention was not required or (b) if the call results in a NRF (No Records Found), whether such NRF occurs when Carrier is Customer's 9-1-1 provider or a third party is Customer's 9-1-1 provider.

**7.8 9-1-1 Fee Remittance.** Carrier is not responsible for the collection and remittance of any applicable 9-1-1 surcharges or fees assessed on a local service provider or end-user by a public safety answering point ("PSAP"), other 9-1-1 authority or government entity. Customer remains responsible for the collection and payment of any applicable 9-1-1 surcharges or fees directly to the PSAP, other 9-1-1 authority, or governmental entity assessing those applicable fees. Customer shall indemnify and hold harmless Carrier against any and all

damages, claims and expenses resulting from Subscriber's, Customer's or any Reseller's failure to remit the appropriate 9-1-1 surcharges or fees.

## 8. CALEA.

**8.1 Legal Requirements.** Customer acknowledges that by providing Carrier Service to Subscribers Customer may be obligated to comply with the Communications Assistance for Law Enforcement Act, 47 U.S.C. Sections 1001-1010 ("CALEA") and the FCC's implementing regulations, 47 C.F.R. Sections 1.20000-1.20008. To the extent required, Customer will comply with CALEA and its implementing regulations. Customer agrees to work jointly with Carrier to support law enforcement agency requirements for taps, traces, court orders and all other valid law enforcement processes and procedures. When Carrier receives a law enforcement request or third-party complaint associated with a TN, Customer agrees that Carrier may refer such request to the Customer, unless the request directs Carrier to attach a pen register, trap-and-trace device or form of intercept on Carrier's facilities, in which case, Carrier will comply with any such valid request.

**8.2 Emergencies.** If Carrier receives a valid request from a law enforcement agency for temporary number change, temporary disconnect, or one-way denial of outbound calls for a TN associated with a Reseller or Subscriber of Customer, to the extent such request is related to Carrier's facilities, Carrier will comply with a valid emergency request. Carrier will not be liable for any claims, damages, or penalties arising from complying with such requests relating to Customer's Reseller and/or Subscribers and Customer agrees to indemnify and hold Carrier harmless against any and all such claims.

## 9. Authorization / Use of the Inteliquent Portal.

Customer is authorized to use the Inteliquent Portal to manage its account and Services ordered from Carrier and for no other purpose. Customer may authorize certain of its employees, agents or contractors ("Users") to use the Inteliquent Portal, provided Customer will be solely responsible for all actions of its Users on the Inteliquent Portal regardless of whether such actions were authorized by Customer. Customer will be solely responsible for all activities on the Inteliquent Portal under Customer's account or Password. Customer must notify Carrier immediately upon becoming aware of any unauthorized use of User's Password or access to Customer's account on the Inteliquent Portal or any other breach of security. Carrier may withdraw Customer's authorization at any time without notice.

## 10. Maintenance Notifications.

**10.1 Scheduled Maintenance.** Carrier may, upon seventy-two (72) hours' notice, suspend the provision of all or any of the Services to the Customer during the Maintenance Window (defined below), to maintain, test or configure the Services, to upgrade hardware or software, increase capacity or to perform such other non-emergency work as Carrier may determine is necessary or appropriate ("Scheduled Maintenance"). The Maintenance Window means 12:00 a.m. to 6:00 a.m. (local time) and certain scheduled weekends, as required (the

“Maintenance Window”). Scheduled Maintenance may degrade the quality of Services or cause an Outage.

10.2 Emergency Maintenance. Carrier may, without notice, perform work at any time to correct, replace or repair network conditions which are likely to cause an Outage, and which require immediate correction (“Emergency Maintenance”).

#### EXHIBIT A - Price List / Minimum Monthly Fee / Deposit

Minimum Monthly Fee: \$500.00

Service Term: 12 months

Ramp Period: 90 Days

Deposit: TBD

Customer shall designate the specific Services it is purchasing via a Technical Questionnaire or the Inteliquent Portal. Customer may submit a request in writing or via the Inteliquent Portal to add, remove or change the services. Carrier will respond in writing or via the Inteliquent Portal and approve or deny such request.

All Services may not be available on all platforms at this time. If a charge listed in this Service Schedule is not invoiced after the Effective Date, Carrier reserves the right to invoice such charge at any future date.

ITEM	Onnet/Offnet Pricing Schedule					
	Onnet US48 (Tier 0)	Offnet US48 (Tier 2)	Alaska (Tier AK)	Hawaii (Tier HI)	Offnet Canada (Tier CAN)	Offnet Puerto Rico (Tier PRI)
TN Activation NRC per New TN	\$0.10			\$0.25		\$1.00
TN Cancel NRC per TN				\$0.10		
Tiered TN MRC per TN						
1-50,000 TNs	\$0.06	\$0.10				
50,001-100,000 TNs	\$0.05	\$0.09				
100,001-250,000 TNs	\$0.04	\$0.08				
250,001 + TNs	\$0.03	\$0.07				
Tiered Metered per MOU						
1-5,000,000 minutes	\$0.0030	\$0.0030				
5,000,001-10,000,000 minutes	\$0.0022	\$0.0025				
10,000,001 - 20,000,000 minutes	\$0.0015	\$0.0020				
20,000,001+ minutes	\$0.0010	\$0.0015				
The Fee per MOU and activated TN shall be calculated based upon the greatest number of MOUs and activated TNs reached during the Billing Cycle to establish the applicable pricing tier. Once established, the pricing tier shall apply to all activated TNs for the Billing Cycle.						
CCS NRC per CCS			Not Applicable			
CCS MRC per CCS			Not Applicable			
CCS MOU Surcharge			Not Applicable			
Redundant Trunk per MOU			Not Applicable			
9-1-1 Manual Event per Call *			\$100.00			
9-1-1 Nomadic MRC per TN			\$0.75			
CNAM Storage MRC per TN			Not Applicable			
CNAM DIP NRC per Call			\$0.0040			
CNAM DIP MRC per TN			Not Applicable			
DL NRC per TN			\$5.00			
DL Change NRC per TN			\$5.00			
DL Non-Listed/Publish MRC per TN			\$3.50			
DL Complex Listing MRC per TN			\$5.00			
LNP NRC per TN (1-24 TNs)	\$1.00	\$6.00	\$6.00	\$6.00	\$8.00	\$8.00
LNP NRC per Order (1-24 TNs)	\$5.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LNP NRC per TN (25+ TNs) **	\$0.00				ICB	
LNP NRC per Order (25+ TNs) **	\$50.00					
LNP Change NRC per TN ***	\$0.00	\$6.00	\$6.00	\$6.00	\$8.00	\$8.00
LNP Change NRC per Order ***	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LNP Cancel NRC per TN ***	\$1.00	\$6.00	\$6.00	\$6.00	\$8.00	\$8.00

LNP Cancel NRC per Order ***	\$5.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LNP Snap Back NRC per TN	\$0.00			\$300.00		
LNP Port Out NRC per TN	\$2.00			\$2.00		

\* 9-1-1 Manual Event Call includes NRF (No Records Found) and applies even if Customer uses a third party 911 provider

\*\* LNP Order pricing applies per donating carrier and geographic tier (Ex: OnNet Tier 0)

\*\*\* Charge applies after FOC (Firm Order Commit)

**Large Volume Port-In of Bulk Orders.** Carrier provides special rates for certain large volume Port-In Requests that meet the Special Terms applicable to the type of large volume order requested by Customer (i.e., "Bulk Order") and meets the General Terms applicable to both Bulk Orders.

**Special Terms – Bulk Order:**

1. Port-In Request must include a minimum number of TNs per Pricing Schedule from a single donating carrier;
2. Customer may not group multiple donating carriers together to reach the TN requirements; and
3. Carrier may port Bulk Order TNs on different days, in its sole discretion.

**General Terms applicable to Bulk Orders:**

1. All Port-In Request information (including all DL and LNP information) must be provided to Carrier at one time and must be accurate and complete at that time.
2. All Bulk Orders shall be sent to Bulk LNP Pricing Request <bulknppricingrequest@inteliquest.com> and not placed through the Inteliquest Portal. Bulk LNP will respond with Portability and Bulk LNP project fee for request. Orders should not be placed until response is sent to Bulk LNP from Customer with approval to proceed so that ICB pricing can be applied. Once orders are submitted, LNP team will manage order and associated order status.

NOTE: ALL SERVICES AND FEES DESCRIBED IN THIS EXHIBIT ARE FURTHER DESCRIBED AND SUBJECT TO THE MASTER SERVICES AGREEMENT AND SERVICE SCHEDULE. PRICING ABOVE DOES NOT INCLUDE FEES FOR SERVICES TO CONNECT TO CARRIER'S FACILITIES (I.E., IP CONNECTIVITY, PRIVATE LINE, LOCAL LOOP, CO-LOCATION, AND CROSS-CONNECT, ETC), OR ANY TOLL USAGE, TAXES, AND FEDERAL, STATE OR LOCAL SURCHARGES.

By their authorized signature below, Customer and Carrier agree to all the foregoing terms and conditions of this Services Schedule.

MobileSphere, LLC

(“Customer”)

By:

Name: Toufic Mobarak

Title: President

Date: September 5, 2018

Onvoy, LLC d/b/a Inteliquest (“Carrier”)

By:

Name: Nick Reifsneider

Title: Vice President

Date: 9/7/2018