

GTS Service Schedule (Shared)

This **GTS Service Schedule (Shared)** (this “Service Schedule”) is made between **MobileSphere LLC** (“Customer”) and **Onvoy LLC, d/b/a Inteliquent** (“Carrier”). This Service Schedule is made under the terms of the Master Services Agreement between Customer and Carrier dated 12/07/2007 (as amended, the “MSA”).

Under the MSA and this Service Schedule, Customer will receive and Carrier will provide the “Services” as more specifically described in Sections 2 and 3 below. In the event of a conflict between a term in this Service Schedule and a term in the MSA, the term in this Service Schedule will govern with respect to the Services. The definitions in the MSA apply to any term that is not defined in this Service Schedule. This Service Schedule is effective on August 1, 2020 (“Effective Date”).

1. List of market(s); Traffic Types. Carrier will provide the Services in the LATAs mutually agreed to by the parties. Customer may only use the Services under this Service Schedule for traffic to its own end users. Customer may not use the Services for wholesale traffic (e.g., traffic from other carriers or communication service providers).

2. The Services; and Certain Definitions.

2.1 For the purposes of this Service Schedule:

- a. “Host Switch” has the meaning defined in the next paragraph.
- b. “ILEC” means an Incumbent Local Exchange Carrier.
- c. “Inbound Traffic” means Local Traffic, Local Transit Traffic and Switched Access Traffic.
- 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.
- i. “Switched Access Traffic” means InterLATA or IntraLATA toll calls terminating to Customer via Carrier’s FGD tandem.

2.2 Customer will use Carrier’s interconnection trunks to the applicable ILECs by populating Carrier’s switch (the “Host Switch”) as 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.

2.5 Notwithstanding any other provision in this Service Schedule to the contrary, if the serving ILEC in any LATA refuses to route traffic in the manner set out in the LERG, then either party may terminate the receipt or provision of the Services in such LATA.

3. Transport Services. Carrier will receive Local Traffic, Local Transit Traffic and Switched Access Traffic calls and transport all 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 any other service provided by Carrier, such as Carrier's DID service.

5. Term: The initial term of this Service Schedule will commence on the Effective Date and expire two years thereafter. The initial term will automatically renew for successive monthly periods, unless either Party sends written notice of non-renewal at least 60 days prior to the end of the initial term or any renewal term. Notwithstanding the foregoing, Customer may terminate this Service Schedule 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. Charges are currently billed in arrears. Carrier may adjust the prices by providing Customer with 30 days' prior written notice.

7. Customer Responsibilities.

7.1 Customer will: (a) (i) enter into and maintain any interconnection agreements or traffic exchange documents required by ILECs serving the local calling area in which the Host Switch is located or (ii) operate in connection with this Service Schedule as an interconnected VoIP provider (as defined by the FCC in 47 C.F.R. § 9.3) to which telephone numbers have been assigned, (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.

7.2 Customer must obtain and maintain LRN for delivery of third party traffic to Customer in the applicable market.

7.3 In each calendar month after the Ramp Period, if Customer obtains the Services from Carrier in a market, Customer must exclusively use Carrier (and no other party) to provide the Services in such market. If Customer fails to do so in any month, then Carrier may, at its election, terminate this Service Schedule by providing 60 days' written notice to Customer.

7.4 All third-party Inbound Traffic destined to telephone numbers associated with the Service must be delivered through Inteliquent. No direct peering (bypassing Carrier's tandem) will be allowed.

7.5 In each month, on a LATA by LATA basis, for every three-minutes of Switched Access Traffic that terminates to Customer's TNs under this Service Schedule, Customer must send one minute of non-local traffic to Carrier from the same TNs for termination under separate service schedule. For example: If 3,000,000 minutes of Switched Access Traffic terminates to Customer's TNs in a LATA during a month, Customer must originate at least 1,000,000 minutes of non-local traffic from those same TNs in such month. If Customer fails to meet this ratio requirement, Carrier may impose (and Customer will pay) a \$0.0005 per minute surcharge for all Switched Access Traffic minutes terminating Customer in that LATA for that month.

7.6 In addition to the above, Customer must use Carrier for all required emergency services (9-1-1) and messaging services (SMS and MMS) for telephone numbers ("TNs") associated with the Service. These services will be provided under separate service schedules/orders.

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 Schedule. 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.

10. Violations. If Customer violates the no wholesale provision set forth in Section 1, Carrier may (a) terminate this Service Schedule without any liability by providing Customer with 30-days written notice; or (b) in addition to the amounts set forth on Exhibit 1, charge Customer an additional per TN fee of \$0.08 per TN (which Customer agrees to pay) from and after the date in which the violation commenced.

11. Limitation of Liability. IF CARRIER IS EVER HELD LIABLE IN RELATION TO THIS SERVICE SCHEDULE AND WHETHER THE CLAIM IS UNDER CONTRACT, LAW OR ANY OTHER THEORY OF LIABILITY, CARRIER'S LIABILITY UNDER THIS SERVICE SCHEDULE IS LIMITED TO PROVEN DIRECT DAMAGES AND WILL NOT EXCEED THE LESSER OF (i) THE TOTAL AMOUNT INVOICED BY CARRIER FOR THE THREE MONTHS PRIOR TO THE EVENT OR EVENTS IN QUESTION; OR (ii) \$10,000.

Customer Information



Signature

Toufic Mobarak

Name (Printed)

President

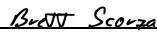
Title

07/23/2020

Date

Onvoy, LLC d/b/a
Inteliquent acceptance
signature:

DocuSigned by:



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Exhibit 1
Pricing

A. Per Minute Fee

Regions	Per Minute Rate
All Regions	\$0.002

*Shared GTS service outside of locations where Verizon or Frontier are the LEC is dependent on customer utilizing an IPES OCN and obtaining FCC Numbering Authorization

B. Interconnection Fees

Interconnection Type	SIP Session Fee
If the parties interconnect using public IP transport	\$10.00 / SIP Session / month

C. Telephone Number Fees

Associated TNs	Telephone Number Fee
All Customer TNs associated with the Service	\$0.03 / per TN / per month

D. Port-Out of Inteliquent Telephone Numbers

Port-Out of Inteliquent TNs	Port-Out Fee
Port-Out of existing Inteliquent TNs to Customer OCN and Port-Out of TNs associated with the Service to any other carrier and remaining under Customer's control	\$3.00 per TN

E. Monthly Minimum Usage Fee

Monthly Minimum Account Fee		
Monthly Minimum Account Fee	Customer will pay to Carrier the greater of (a) the Monthly Minimum Account Fee or (b) Customer's actual MRCs and usage charges for the Services described above.*	\$500
Ramp Period	Period after the Effective Date, during which the Monthly Minimum fee will be waived	6 Months

*If, under the MSA, Customer is subject to a minimum volume requirement (measured in dollars) in addition to the Monthly Minimum Account Fee, only the largest minimum requirement will apply.

Exhibit 2
Service Locations

This Service is limited to LATA 128, EASTERN MA