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**INTERNET PROTOCOL (IP)
INTERCONNECTION
AGREEMENT FOR CERTAIN VOICE TRAFFIC**

by and between

[REDACTED]

and

VERIZON SERVICES CORP.

Until the parties have executed a final written agreement, Verizon reserves the right, in its sole discretion, to withdraw or amend any draft agreement, language or proposal.

[REDACTED]

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INTERNET PROTOCOL (IP) INTERCONNECTION AGREEMENT FOR CERTAIN VOICE TRAFFIC

PREFACE

This Internet Protocol Interconnection Agreement for Certain Voice Traffic ("Agreement") shall be deemed effective as of January 13, 2014 (the "Effective Date"), between [REDACTED] on behalf of itself and its CLEC operating subsidiaries and Affiliates operating within the United States from time to time (collectively, [REDACTED]), and Verizon Services Corp. ("VSC"), a corporation organized under the laws of the State of Delaware, with offices at 1320 N. Courthouse Road, Suite 900, Arlington, VA 22201, on behalf of itself and its ILEC subsidiaries and Affiliates listed on Appendix A hereto (the "VZ ILECs" and, together with VSC, "Verizon") (Verizon and [REDACTED] may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, Verizon and [REDACTED] hereby agree as follows:

1. Application of Law

- 1.1 The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the State of New York, without regard to its conflicts of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws. Each Party hereby agrees that for purposes of any proceeding arising out of this Agreement, venue is proper in the United States District Court for the Southern District of New York, and each Party hereby consents to personal jurisdiction therein. If the United States District Court for the Southern District of New York lacks subject matter jurisdiction over such proceeding, the Parties agree that venue is proper in the state court with proper jurisdiction in the borough of Manhattan, New York, and each Party hereby consents to personal jurisdiction therein.
- 1.2 Each Party shall remain in compliance with Applicable Law in the course of performing its obligations under this Agreement.
- 1.3 Neither Party shall be liable for any delay or failure in performance by it that results from requirements of Applicable Law, or acts or failures to act of any Governmental Authority.
- 1.4 Each Party shall promptly notify the other Party in writing of any action of a Governmental Authority that limits, suspends, cancels, terminates, withdraws, or otherwise materially affects, the notifying Party's ability to perform its obligations under this Agreement.
- 1.5 If any provision of this Agreement shall be invalid or unenforceable under Applicable Law, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision; provided, that if the invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable

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revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.

- 1.6 If any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law. If within thirty (30) days of the effective date of such decision, determination, action or change, the Parties are unable to agree in writing upon mutually acceptable revisions to this Agreement, either Party may, in its sole discretion, pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before a court of competent jurisdiction, without first pursuing dispute resolution in accordance with Section 10 of this Agreement.
- 1.7 Notwithstanding the foregoing, the rates set forth in this Agreement shall apply in accordance with the terms hereof, notwithstanding any changes in law, policy, or practice adopted by any Governmental Authority.

2. Assignment

Neither Party may assign this Agreement or any right or interest under this Agreement, nor delegate any obligation under this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment or delegation in violation of this Section 2 shall be void and ineffective and constitute default of this Agreement. Notwithstanding the foregoing, either Party may assign this Agreement without the other Party's consent: (a) to any parent, subsidiary or Affiliate entity or; (b) to any successor in interest of all or substantially all of the assets, stock or business of that Party to which this Agreement pertains, provided, however, that in each such case under this Section 2 the assignee assumes all of the assigning Party's liabilities and duties under the Agreement.

3. Audits

- 3.1 Except as may be otherwise specifically provided in this Agreement, each Party ("Auditing Party") may audit the books, records, documents, facilities and systems of the other Party ("Audited Party") for the purpose of evaluating the accuracy of the Audited Party's bills. Such audits may be performed once in each Calendar Year; provided, however, that audits may be conducted more frequently (but no more frequently than once in each Calendar Quarter) if the immediately preceding audit found previously uncorrected net inaccuracies in billing in favor of the Audited Party having an aggregate value of at least \$100,000.00.
- 3.2 The audit shall be performed by independent certified public accountants selected and paid by the Auditing Party. The accountants shall be reasonably acceptable to the Audited Party. Prior to commencing the audit, the accountants shall execute an agreement with the Audited Party in a form reasonably acceptable to the Audited Party that protects the confidentiality of the information disclosed by the Audited Party to the accountants. The audit shall take place at a time and place agreed upon by the Parties; provided that the Auditing Party may require that the audit commence no later than sixty (60) days after the Auditing Party has given written notice of the audit to the Audited Party.

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- 3.3 Each Party shall cooperate fully in any such audit, providing reasonable access to any and all employees, books, records, documents, facilities and systems reasonably necessary to assess the accuracy of the Audited Party's bills.
- 3.4 Audits shall be performed at the Auditing Party's expense, provided that there shall be no charge for reasonable access to the Audited Party's employees, books, records, documents, facilities and systems necessary to assess the accuracy of the Audited Party's bills.

4. Authorization

- 4.1 VSC represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and that it has full power and authority to execute and deliver this Agreement and perform its obligations hereunder.
- 4.2 [REDACTED] represents and warrants that it is a [REDACTED] duly organized, validly existing and in good standing under the laws of the State of [REDACTED], and that it has full power and authority to execute and deliver this Agreement and perform its obligations hereunder.

5. Billing and Payment; Disputed Amounts

- 5.1 Except as otherwise provided in this Agreement, each Party shall prepare on a monthly basis in an itemized form, statement(s) of charges incurred by the other Party ("Invoices"). Such Invoices shall include: (a) the number of completed Voice Calls by terminating state; (b) the number of completed non-local Voice Calls by originating state; (c) the Billable Time as defined in Section 5.3; (d) the applicable per minute of use (MOU) rate; (e) the applicable taxes and surcharges; and (f) the amount due in U.S. Dollars. Upon request of the billed Party and where available, the billing Party shall provide or make available to the billed Party Call Detail Records (CDRs) for calls billed on a monthly Invoice. Such CDRs may be retrieved from a secure website, transmitted electronically (via a mutually agreed method, such as Network Data Mover (NDM)) or provided on physical media at the rates set forth in the Pricing Appendix.
- 5.2 Within ten (10) days of the Invoice date, the billing Party shall: (a) deliver an Invoice in electronic format to the billed Party; or (b) notify the billed Party that an Invoice is available on the billing Party's secure website. Notices of the availability of Invoices may be delivered to the following email addresses:

For [REDACTED] _____

For Verizon: vz.telecom.dscip.invoice.receipt@one.verizon.com

Upon the billed Party's request, the billing Party shall deliver a paper Invoice to the billed Party by U.S. Mail at the rates set forth in the Pricing Appendix.

- 5.3 Billable Time for completed Voice Calls shall be in six (6) second increments with a minimum of six (6) seconds. The Billable Time for completed Voice Calls shall be measured by the billing Party's Hardware Answer Supervision equipment ("HAS"), where available. The billed Party may provide the billed Party's HAS records to the billing Party in support of the billed Party's dispute of the billing Party's Invoice.
- 5.4 Except as otherwise provided in this Agreement, payment of amounts billed for Services provided under this Agreement, whether billed on a monthly basis or as

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otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, on the later of the following dates (the "Due Date"): (a) the due date specified on the billing Party's Invoice; or (b) twenty (20) days after the Invoice or notice of the availability of the Invoice is received by the billed Party. Payments shall be transmitted by electronic funds transfer.

- 5.5 If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give written notice to the billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. A Party may also dispute prospectively with a single written notice a class of charges that it disputes. Notice of a dispute may be given by a Party at any time, either before or after an amount is paid, and a Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid. The billed Party shall pay by the Due Date all undisputed amounts. Billing disputes shall be subject to the terms of Section 10, Dispute Resolution.
- 5.6 Charges due to the billing Party that are not paid by the Due Date shall be subject to a late payment charge. The late payment charge shall be in an amount specified by the billing Party which shall not exceed a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed late payment charges) per month.
- 5.7 The Parties shall make available timely Invoices to each other. Neither Party shall initiate credit claims or bill the other Party for previously unbilled, under-billed or over-billed charges for Services that were provided more than two (2) years prior to the applicable Invoice date or date on which a credit was claimed.

6. Confidentiality

- 6.1 As used in this Section 6, "Confidential Information" means the following information that is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with, or anticipation of, this Agreement:
- 6.1.1 books, records, documents and other information disclosed in an audit pursuant to Section 3;
 - 6.1.2 any forecasting information provided pursuant to this Agreement;
 - 6.1.3 Customer Information (except to the extent that (a) the Customer Information is published in a directory, (b) the Customer Information is disclosed through or in the course of furnishing directory assistance, operator service, Caller ID, LIDB or a similar service or (c) the Customer to whom the Customer Information is related has authorized the Receiving Party to use and/or disclose the Customer Information);
 - 6.1.4 information related to specific facilities or equipment (including, but not limited to, the SIP Interconnection Plan);
 - 6.1.5 any information that is in written, graphic, electromagnetic or other tangible form, and marked at the time of disclosure as "Confidential" or "Proprietary"; and
 - 6.1.6 any information that is communicated orally or visually and declared to the Receiving Party at the time of disclosure to be "Confidential" or "Proprietary".

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Notwithstanding any other provision of this Agreement, a Party shall have the right to refuse to accept receipt of information that the other Party has identified as Confidential Information pursuant to this Section 6.1.

- 6.2 Except as otherwise provided in this Agreement, the Receiving Party shall:
- 6.2.1 use the Confidential Information received from the Disclosing Party only in performance of this Agreement; and
 - 6.2.2 using the same degree of care that it uses with similar confidential information of its own (but in no case a degree of care that is less than commercially reasonable), hold Confidential Information received from the Disclosing Party in confidence and restrict disclosure of the Confidential Information solely to those of the Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, that have a need to receive such Confidential Information in order to perform the Receiving Party's obligations under this Agreement. The Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates shall be required by the Receiving Party to comply with the provisions of this Section 6 in the same manner as the Receiving Party. The Receiving Party shall be liable for any failure of the Receiving Party's Affiliates or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates to comply with the provisions of this Section 6.
- 6.3 The Receiving Party shall return or destroy all Confidential Information received from the Disclosing Party, including, without limitation, any copies made by the Receiving Party, within thirty (30) days after a written request by the Disclosing Party is delivered to the Receiving Party, except for (a) Confidential Information that the Receiving Party reasonably requires to perform its obligations under this Agreement and (b) one copy for archival purposes only.
- 6.4 Unless otherwise agreed, the obligations of Sections 6.2 and 6.3 do not apply to information that:
- 6.4.1 was, at the time of receipt, already in the possession of or known to the Receiving Party free of any obligation of confidentiality and restriction on use;
 - 6.4.2 is or becomes publicly available or known through no wrongful act of the Receiving Party, the Receiving Party's Affiliates, or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates;
 - 6.4.3 is rightfully received from a third person having no direct or indirect obligation of confidentiality or restriction on use to the Disclosing Party with respect to such information;
 - 6.4.4 is independently developed by the Receiving Party;
 - 6.4.5 is approved for disclosure or use by written authorization of the Disclosing Party (including, but not limited to, in this Agreement); or
 - 6.4.6 is required to be disclosed by the Receiving Party pursuant to Applicable Law, provided that the Receiving Party shall have made

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commercially reasonable efforts to give adequate written notice of the requirement to the Disclosing Party in order to enable the Disclosing Party to seek protective arrangements.

- 6.5 Notwithstanding the provisions of Sections 6.1 through 6.4, the Receiving Party may use and disclose Confidential Information received from the Disclosing Party to the extent necessary to enforce the Receiving Party's rights under this Agreement or Applicable Law. In making any such disclosure, the Receiving Party shall make reasonable efforts to preserve the confidentiality and restrict the use of the Confidential Information while it is in the possession of any person to whom it is disclosed, including, but not limited to, by requesting any Governmental Authority to whom the Confidential Information is disclosed to treat it as confidential and restrict its use to purposes related to the proceeding pending before it.
- 6.6 The Disclosing Party shall retain all of the Disclosing Party's right, title and interest in any Confidential Information disclosed by the Disclosing Party to the Receiving Party. Except as otherwise expressly provided in this Agreement, no license is granted by this Agreement with respect to any Confidential Information (including, but not limited to, under any patent, trademark or copyright), nor is any such license to be implied solely by virtue of the disclosure of Confidential Information.
- 6.7 The provisions of this Section 6 shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by a Party of any right with regard to the use, or protection of the confidentiality of, CPNI provided by Applicable Law. [REDACTED] agrees to abide by the requirements and duties of 47 U.S.C. § 222, including but not limited to those requirements and duties applicable to Telecommunications Carriers, regardless of whether [REDACTED] is or is not a Telecommunications Carrier.
- 6.8 Each Party has implemented and shall maintain a commercially reasonable written information security program intended to prevent unauthorized access to or use of the Party's network and business systems and to protect the security of information on the Party's network and business systems. A Party shall immediately notify the other Party if it learns of any situation that may have resulted in the unauthorized use or disclosure of the other Party's Confidential Information and assist that Party in investigating, assessing and mitigating the extent and nature of the unauthorized use or disclosure.
- 6.9 Each Party represents and warrants that its arrangements with its subcontractors and interconnecting carriers with respect to transport and delivery of network based communications are consistent with customary practice and usage in the telecommunications industry with respect to implementing appropriate safeguards intended to protect the security and confidentiality of the information transmitted over shared networks, and comply with all applicable laws including, without limitation, the customer proprietary network information requirements under Section 222 of the Act, and the Electronic Communications Privacy Act, as amended.
- 6.10 Except as otherwise required by Applicable Law and Section 6.7, each Party's obligations under this Section 6 shall extend for a period of ten (10) years following the date of initial disclosure of that Confidential Information, and such obligations shall survive expiration, cancellation or termination of this Agreement.

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- 6.11 Each Party agrees not to provide copies of this Agreement, or to disclose the existence of this Agreement, or otherwise to disclose the terms of this Agreement, to any third party without the prior written consent of the other Party, except: (a) as permitted under this Section 6; (b) to its attorneys, accountants and consultants who are subject to nondisclosure obligations consistent with the non-disclosure provisions set forth in this Agreement; (c) to banks, lending agencies and potential acquirers and merger partners in connection with applying for financing or a merger, acquisition or other transaction in which the party reviewing the Agreement is subject to non-disclosure obligations consistent with the non-disclosure provisions set forth in this Agreement; (d) as necessary to enforce its rights under this Agreement; or (e) when required by law or compelled to disclose any terms of this Agreement by order of a Governmental Authority with jurisdiction. If either Party is served with an order of a Governmental Authority to disclose the terms of this Agreement, the Party that is subject to the order will notify the other Party in writing, and (if permitted by the terms of the order) defer disclosure until the other Party has had sufficient time to petition for a protective order. Neither Party shall use the name or mark of the other Party in any advertising, sales promotion, press releases or other publicity matters without the prior written consent of the other Party (which consent such Party may provide, condition or withhold at its sole discretion), except that the foregoing shall not limit lawful comparative advertising. Notwithstanding the foregoing, while neither Party shall proactively issue a press release or other similar public statement announcing the substance of this Agreement without the prior written consent of the other Party, each Party shall be entitled to acknowledge this Agreement, for example, in comments made to the FCC in rulemaking proceedings or in response to an inquiry from a regulatory agency, the media or other third party by making the following public statement: "Verizon and [redacted] [or [redacted] and Verizon] have entered into a commercial agreement for the exchange of voice traffic in IP format." Any other or further disclosure shall solely be made in a statement that is mutually agreed upon in advance by the Parties and is subject to the other Party's consent regarding the timing and manner in which such statement is made.
- 6.12 It is agreed that a violation of any of the provisions of this Section 6 regarding unauthorized disclosure of Confidential Information will cause irreparable harm and injury to the disclosing Party and that Party shall be entitled, in addition to any other rights and remedies it may have at law or in equity, to seek an injunction enjoining and restraining the receiving Party from doing or continuing to do any such act and any other violations or threatened violations of this Section 6.

7. Counterparts

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

8. Default

If either Party ("Defaulting Party") fails to make a payment required by this Agreement (including, but not limited to, any payment required by Section 5.5 to the billing Party of amounts not subject to a good faith dispute) or materially breaches any other material provision of this Agreement, and such failure or breach continues for thirty (30) days after written notice thereof from the other Party, the other Party may, by written notice to the Defaulting Party, (a) suspend the provision of any or all Services hereunder or (b) terminate this Agreement and the provision of all Services hereunder (as set forth in Section 34.5).

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9. Discontinuance of Service

- 9.1 If either Party proposes to discontinue, or actually discontinues, its provision of service to all or substantially all of its Customers, whether voluntarily, as a result of bankruptcy, or for any other reason, such Party shall send written notice of such discontinuance to the other Party. The discontinuing Party shall provide such notice at least thirty (30) days in advance of discontinuance of its service or, if a longer period of notice is required by Applicable Law, such longer period in advance of discontinuance.
- 9.2 Nothing in this Section 9 shall limit either Party's right to terminate this Agreement or suspend provision of Services under this Agreement.

10. Dispute Resolution

- 10.1 Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party shall provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance or breach, and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten (10) Business Days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within forty-five (45) days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement which, for the avoidance of any doubt, the Parties in their respective sole discretion may choose to enter into or not, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.
- 10.2 If the Parties have been unable to resolve the dispute within forty-five (45) days of the date of the initiating Party's written notice, each Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise; provided, however, that the sole available dispute resolution mechanism shall be a proceeding (or proceedings) brought by a Party consistent with the terms set forth in Section **Error! Reference source not found.** hereof.

11. Force Majeure

- 11.1 Neither Party shall be responsible for any delay or failure in performance that results from causes beyond its reasonable control ("Force Majeure Events"), whether or not foreseeable by such Party. Such Force Majeure Events include, but are not limited to, adverse weather conditions, floods, fires, explosions, government requirements, acts of civil or military authorities, earthquakes, volcanic actions, power failures, embargoes, boycotts, wars, revolutions, civil commotions, acts of public enemies, labor unrest (including, but not limited to, strikes, work stoppages, slowdowns, picketing or boycotts), inability to obtain equipment, parts, software or repairs thereof, acts or omissions of the other Party, and acts of God.
- 11.2 If a Force Majeure Event occurs, the non-performing Party shall give prompt notification of its inability to perform to the other Party. During the period that the non-performing Party is unable to perform, the other Party shall also be excused from performance of its obligations to the extent such obligations are reciprocal to, or depend upon, the performance of the non-performing Party that has been prevented by the Force Majeure Event. The non-performing Party shall use commercially reasonable efforts to avoid or remove the cause(s) of its non-

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performance and both Parties shall proceed to perform once the cause(s) are removed or cease.

- 11.3 Notwithstanding the provisions of Sections 11.1 and 11.2, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement.
- 11.4 Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

12. Entire Agreement

This Agreement, which includes without limitation the Glossary, Attachments and any Appendices and Exhibits hereto, constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding or representation on the subject matter hereof. For the avoidance of any doubt, this Agreement does not supersede any existing agreements between the Parties that govern interconnection and the exchange of traffic in non-IP format.

13. Fraud

- 13.1 [REDACTED] assumes responsibility for all fraud associated with its Customers and accounts. Verizon shall bear no responsibility for, and shall have no obligation to investigate or make adjustments to [REDACTED] account in cases of, fraud by (or affecting) [REDACTED] Customers or other third parties.
- 13.2 Verizon assumes responsibility for all fraud associated with its Customers and accounts. [REDACTED] shall bear no responsibility for, and shall have no obligation to investigate or make adjustments to Verizon's account in cases of, fraud by (or affecting) Verizon's Customers or other third parties.

14. Good Faith Performance

The Parties shall act in good faith in their performance of this Agreement. Except as otherwise expressly stated in this Agreement (including, but not limited to, where consent, approval, agreement or a similar action is stated to be within a Party's sole discretion), where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned or delayed.

15. Headings

The headings used in the Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of the Agreement.

16. Indemnification

- 16.1 Each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other Party ("Indemnified Party"), the Indemnified Party's Affiliates, and the directors, officers and employees of the Indemnified Party and the Indemnified Party's Affiliates, from and against any and all Claims that arise out of bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, to the extent such injury, death, damage, destruction or loss was proximately caused by the grossly negligent or intentionally wrongful acts or omissions of the Indemnifying Party, the Indemnifying Party's Affiliates, or the directors, officers, employees, Agents or

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contractors (excluding the Indemnified Party) of the Indemnifying Party or the Indemnifying Party's Affiliates, in connection with this Agreement.

16.2 Indemnification Process.

16.2.1 As used in this Section 16, "Indemnified Person" means a person whom an Indemnifying Party is obligated to indemnify, defend and/or hold harmless under Section 16.1.

16.2.2 An Indemnifying Party's obligations under Section 16.1 shall be conditioned upon the following (i.e., the remainder of Section 16):

16.2.3 The Indemnified Person: (a) shall give the Indemnifying Party written notice of the Claim promptly after becoming aware thereof (including, without limitation, a statement of facts known to the Indemnified Person related to the Claim and an estimate of the amount thereof); (b) prior to taking any material action with respect to a Third Party Claim, shall consult with the Indemnifying Party as to the procedure to be followed in defending, settling or compromising the Claim; (c) shall not consent to any settlement or compromise of a Third Party Claim without the written consent of the Indemnifying Party; (d) shall permit the Indemnifying Party to assume the defense of a Third Party Claim (including, without limitation, except as provided below, the compromise or settlement thereof) at the Indemnifying Party's own cost and expense, provided, however, that the Indemnified Person shall have the right to approve the Indemnifying Party's choice of legal counsel, which approval shall not be unreasonably withheld, conditioned or delayed.

16.2.4 If the Indemnified Person fails to comply with Section 16.2.3 with respect to a Claim, to the extent such failure shall have a material adverse effect upon the Indemnifying Party, the Indemnifying Party shall be relieved of its obligation to indemnify, defend and hold harmless the Indemnified Person with respect to such Claim under this Agreement.

16.2.5 Subject to Sections 16.2.6 and 16.2.7, the Indemnifying Party shall have the authority to defend and settle any Third Party Claim.

16.2.6 With respect to any Third Party Claim, the Indemnified Person shall be entitled to participate with the Indemnifying Party in the defense of the Third Party Claim if the Third Party Claim requests equitable relief or other relief that could affect the rights of the Indemnified Person. In so participating, the Indemnified Person shall be entitled to employ separate counsel for the defense at the Indemnified Person's expense. The Indemnified Person shall also be entitled to participate, at its own expense, in the defense of any Third Party Claim, as to any portion of the Third Party Claim as to which it is not entitled to be indemnified, defended and held harmless by the Indemnifying Party.

16.2.7 In no event shall the Indemnifying Party settle a Third Party Claim or consent to any judgment with regard to a Third Party Claim without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed. In the event the settlement or judgment requires a contribution from or affects the rights of an Indemnified Person, the Indemnified Person shall have the right to refuse such settlement or judgment with respect to itself and,

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at its own cost and expense, take over the defense against the Third Party Claim, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify or hold harmless the Indemnified Person against, the Third Party Claim for any amount in excess of such refused settlement or judgment.

16.2.8 The Indemnified Person shall, in all cases, assert any and all provisions in applicable Tariffs and Customer contracts that limit liability to third persons as a bar to, or limitation on, any recovery by a third person claimant.

16.2.9 The Indemnifying Party and the Indemnified Person shall offer each other all reasonable cooperation and assistance in the defense of any Third Party Claim.

16.3 Each Party agrees that it will not implead or bring any action against the other Party, the other Party's Affiliates, or any of the directors, officers or employees of the other Party or the other Party's Affiliates, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party or the other Party's Affiliate and that arises out of performance of this Agreement.

16.4 Each Party's obligations under this Section 16 shall survive expiration, cancellation or termination of this Agreement.

17. Insurance

Each Party shall maintain during the term of this Agreement and for a period of two (2) years thereafter all insurance required to satisfy its obligations under this Agreement (including, but not limited to, its obligations set forth in Section 16 hereof) and all insurance required by Applicable Law. Nothing in this Agreement shall prevent either Party from self-insuring to the extent permitted by Applicable Law.

18. Intellectual Property

18.1 Except as may be expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by either Party. Except as may be expressly stated in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

18.2 Except as stated in Section 18.4, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Affiliates or Customers based on or arising from any Third Party Claim alleging or asserting that the provision or use of any Service, facility, arrangement or software by either Party under this Agreement, or the performance of any service or method, either alone or in combination with the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, or misuse or misappropriation of any patent, copyright, trademark, trade secret or any other proprietary or intellectual property right of any Party or third person. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

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- 18.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.
- 18.4 The Parties agree that the Services provided hereunder shall be subject to the terms, conditions and restrictions contained in any applicable agreements (including, but not limited to software or other intellectual property license agreements) between a Party and such Party's vendors. Each Party agrees to advise the other Party, directly or through a third party, of any such terms, conditions or restrictions that may limit the other Party's use of a Service that is otherwise permitted by this Agreement.

19. Joint Work Product

This Agreement is the joint work product of the Parties, has been negotiated by the Parties, and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

20. Law Enforcement

- 20.1 Each Party may cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by Applicable Law in matters related to Services provided by it under this Agreement in order to support law enforcement and/or national security operations, including, without limitation, with respect to the installation of wiretaps, trap-and-trace facilities and equipment, and dialed number recording facilities and equipment.
- 20.2 A Party shall not have the obligation to inform the other Party or the Customers of the other Party of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by Applicable Law.
- 20.1 Where a law enforcement or national security request relates to the establishment of lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of other services, facilities or arrangements, a Party may act to prevent the other Party from obtaining access to information concerning such lines, services, facilities and arrangements, through operations support system interfaces.

21. Limitation of Liability

- 21.1 As used in this Section 21, "Service Failure" means a failure to comply with a direction to install, restore or terminate Services under this Agreement, a failure to provide Services under this Agreement, and failures, mistakes, omissions, interruptions, delays, errors, defects or the like, occurring in the course of the provision of any Services under this Agreement.
- 21.2 Except as otherwise stated in Section 21.5, the liability, if any, of a Party, a Party's Affiliates and the directors, officers and employees of a Party and a Party's Affiliates, to the other Party, the other Party's Customers and to any other person for Claims arising out of a Service Failure shall not exceed an amount equal to the pro rata applicable monthly charge for the Services that are subject to the Service Failure for the period in which such Service Failure occurs or the sum of one dollar (\$1.00), whichever is greater.

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- 21.3 Except as otherwise stated in Section 21.5, a Party, a Party's Affiliates and the directors, officers and employees of a Party and a Party's Affiliates shall not be liable to the other Party, the other Party's Customers or to any other person in connection with this Agreement (including, but not limited to, in connection with a Service Failure or any breach, delay or failure in performance, of this Agreement) for special, indirect, incidental, consequential, reliance, exemplary, punitive or like damages, including, but not limited to, damages for lost revenues, profits or savings, or other commercial or economic loss, even if the person whose liability is excluded by this Section has been advised of the possibility of such damages.
- 21.4 The limitations and exclusions of liability stated in Sections 21.1 through 21.3 shall apply regardless of the form of a claim or action, whether statutory, in contract, warranty, strict liability, tort (including, but not limited to, negligence of a Party) or otherwise.
- 21.5 Nothing contained in Sections 21.1 through 21.4 shall exclude or limit liability:
- 21.5.1 under Sections 6, Confidentiality, 16, Indemnification, or 35, Taxes;
 - 21.5.2 for any obligation to indemnify, defend and/or hold harmless that a Party may have under this Agreement;
 - 21.5.3 for damages arising out of or resulting from bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, or Toxic or Hazardous Substances, to the extent such damages are otherwise recoverable under Applicable Law;
 - 21.5.4 for a claim for infringement of any patent, copyright, trade name, trade mark, service mark or other intellectual property interest; or
 - 21.5.5 under Section 258 of the Act.

22. Modification of Agreement

This Agreement may not be modified or waived except by a written document that is signed by authorized representatives of both Parties.

23. Non-Applicability of Sections 251/252/271 of the Act

- 23.1 The Parties agree that this Agreement is not subject to Sections 251, 252 or 271 of the Act, including, without limitation, any requirement to negotiate, mediate or arbitrate this Agreement pursuant to Section 252 of the Act, or to file this Agreement with any state utility commission, the FCC or elsewhere.
- 23.2 In the event the Parties are required to file this Agreement pursuant to Section 252 of the Act and one or more state utility commissions rejects (or will not approve) this Agreement, either Party may: (a) terminate this Agreement on five (5) Business Days' written notice; or (b) request negotiation of an amendment to remove Services from this Agreement that are provided in the State(s) where this Agreement was rejected (or was not approved).

24. Non-Exclusive Remedies

Except as may be otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any other remedies that may be available under this Agreement or at law or in equity.

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25. Notices

25.1 Except as may be otherwise provided in this Agreement, notices given by one Party to the other Party under this Agreement:

25.1.1 shall be in writing;

25.1.2 shall be delivered (a) personally, (b) by express delivery service (by a nationally recognized firm in this business) with next Business Day delivery, (c) by first class, certified or registered U.S. mail, postage prepaid, or (d) by facsimile telecopy, with a copy also delivered in accordance with subsection (a), (b) or (c), preceding; and

25.1.3 shall be delivered to the following addresses of the Parties:

To [REDACTED]

[REDACTED]

To Verizon:

Director-Negotiations
Verizon Global Wholesale
600 Hidden Ridge
HQEWMNOTICES
Irving, TX 75038
Facsimile Number: (972) 719-1519
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Deputy General Counsel
Verizon Global Wholesale
1320 North Court House Road
9th Floor
Arlington, VA 22201
Facsimile: (703) 351-3656

or to such other address as either Party shall designate by proper notice.

Notices will be deemed given as of the earlier of (a) where there is personal delivery of the notice, the date of actual receipt, (b) where the notice is sent via express delivery service for next Business Day delivery, the next Business Day after the notice is sent, (c) where the notice is sent via First Class U.S. Mail, three (3) Business Days after mailing, (d) where notice is sent via certified or registered U.S. mail, the date of receipt shown on the Postal Service receipt, and (e) where the notice is sent via facsimile telecopy, if the notice is sent on a Business Day and before 5 P.M. in the time zone where it is received, on the date set forth on the telecopy confirmation, or if the notice is sent on a non-Business Day or if the notice is sent after 5 P.M. in the time zone where it is received, the next Business Day after the date set forth on the telecopy confirmation.

[REDACTED]

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Each Party shall notify the other Party, by written notice pursuant to this Section 25, of any changes in the addresses or other contact information identified under Section 25.1.3.

26. Point of Contact for Customers

- 26.1 Each Party shall establish telephone numbers and/or email addresses at which such Party's Customers may communicate with such Party and shall advise such Party's Customers of these telephone numbers and/or email addresses.
- 26.2 Except as may be otherwise agreed to by a Party, neither Party shall have an obligation, and may decline, to accept a communication from the other Party's Customer.

27. Publicity and Use of Trademarks or Service Marks

- 27.1 A Party, its Affiliates and their respective directors, officers, employees, contractors and Agents shall not use the other Party's trademarks, service marks, logos or other proprietary trade dress, in connection with the sale of products or services, or in any advertising, press releases, publicity matters or other promotional materials, unless the other Party has given its written consent for such use, which consent the other Party may grant or withhold in its sole discretion.
- 27.2 Neither Party may imply any direct or indirect affiliation with or sponsorship or endorsement of it or its services or products by the other Party.
- 27.3 Any violation of this Section 27 shall be considered a material breach of this Agreement.

28. References

- 28.1 All references to Sections, Attachments, Appendices and Exhibits shall be deemed to be references to Sections, Attachments, Appendices and Exhibits of this Agreement unless the context shall otherwise require.
- 28.2 Unless the context shall otherwise require, any reference to an agreement, technical or other document (including, without limitation, Verizon or third party guides, practices or handbooks), or provision of Applicable Law, is to such agreement, document or provision of Applicable Law as amended, supplemented and in effect from time to time (and, in the case of a provision of Applicable Law, to any successor provision).

29. Relationship of the Parties

- 29.1 The relationship of the Parties under this Agreement shall be that of independent contractors and nothing herein shall be construed as creating any other relationship between the Parties.
- 29.2 Nothing contained in this Agreement shall make either Party the employee of the other, create a partnership, joint venture, or other similar relationship between the Parties, or grant to either Party a franchise, distributorship or similar interest.
- 29.3 Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or Agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name or on behalf of the other Party unless otherwise

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expressly permitted by such other Party in writing, which permission may be granted or withheld by the other Party in its sole discretion.

- 29.4 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise and otherwise control its employees, Agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its employees, Agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees.
- 29.5 Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.
- 29.6 The relationship of the Parties under this Agreement is a non-exclusive relationship.

30. Reservation of Rights

Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the Commission, the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction or industry fora, except that this reservation of rights shall not be deemed to permit a Party to take any action that would otherwise constitute a breach of one of that Party's obligations under this Agreement. The provisions of this Section 30 shall survive the expiration, cancellation or termination of this Agreement.

31. Subcontractors

A Party may use a contractor of the Party (including, but not limited to, an Affiliate of the Party) to perform the Party's obligations under this Agreement; provided, that a Party's use of a contractor shall not release the Party from any duty or liability to fulfill the Party's obligations under this Agreement.

32. Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns.

33. Survival

The following shall survive the expiration, cancellation or termination of this Agreement: (a) the rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration, cancellation or termination of this Agreement; (b) the rights, liabilities and obligations of a Party under any provision of this Agreement regarding confidential information (including but not limited to, Section 6); (c) the rights, liabilities and obligations of a Party under any provision of this Agreement regarding indemnification or defense (including, but not limited to, Section 16); (d) the rights, liabilities and obligations of a Party under any provision of this Agreement regarding limitation or exclusion of liability (including, but not limited to, Section 21); (e) the rights, liabilities and obligations of a Party under any provision of this Agreement regarding reservation of rights (including, but not limited to, Section 30); and (f) the rights, liabilities and obligations of a Party under any provision of this Agreement which by its terms or nature is intended to continue beyond or to be performed after the expiration, cancellation or termination of this Agreement.

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34. Term and Termination

- 34.1 This Agreement shall become effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until January 13, 2016 (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive one (1) month periods (each a "Renewal Term") (the Initial Term and the Renewal Term(s) may collectively be referred to as the "Term") unless terminated in accordance with this Agreement.
- 34.2 Either [REDACTED] or Verizon may terminate this Agreement effective as of the end of the Initial Term or any Renewal Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.
- 34.3 If either [REDACTED] or Verizon provides written notice of termination pursuant to Section 34.2 and on or before the proposed date of termination either [REDACTED] or Verizon has requested negotiation of a new IP interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 8), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new IP interconnection between [REDACTED] and Verizon; or (b) the date six (6) months after the proposed date of termination.
- 34.4 If either [REDACTED] or Verizon provides written notice of termination pursuant to Section 34.2 and by 11:59 PM Eastern Time on the proposed date of termination the Parties have not agreed to negotiate a new IP interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination and (b) the Services being provided under this Agreement at the time of termination will be terminated.
- 34.5 Except as otherwise provided in this Agreement, if either Party is in material breach or default of this Agreement, and such breach continues for a period of thirty (30) days after such Party's receipt of written notice thereof from the other Party, then, in addition to all other rights and remedies at law or in equity or otherwise, the nonbreaching Party shall have the right, upon provision of written notice to the breaching Party consistent with Section 25, to terminate the Agreement without further obligation or liability to the other Party for said termination.

35. Taxes

- 35.1 In General. With respect to any purchase of Services under this Agreement, if any federal, state or local tax, fee, surcharge or other tax-like charge, excluding any tax levied on property or net income (a "Tax"), is required or permitted by Applicable Law to be collected from the purchasing Party (the "Purchasing Party") by the providing Party (the "Providing Party"), then (a) the Providing Party shall bill the Purchasing Party for such Tax, as a separately stated item on the invoice, (b) the Purchasing Party shall timely remit such Tax to the Providing Party and (c) the Providing Party shall timely remit such collected Tax to the applicable taxing authority as and to the extent required by Applicable Law.
- 35.2 Taxes Imposed on the Providing Party on Receipts. With respect to any purchase of Services under this Agreement, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the Providing Party, and such Applicable Law permits the Providing Party to exclude certain receipts received from sales to a public utility, distributor, telephone company, local exchange carrier, telecommunications company or other communications company ("Telecommunications Company"), such exclusion being based on the fact that

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the Purchasing Party is also subject to a tax based upon receipts ("Receipts Tax"), then the Purchasing Party shall pay and remit the Receipts Tax as required by Applicable Law.

35.3 Taxes Imposed on Subscriber. With respect to any purchase of Services under this Agreement that are resold to a third party, if any federal, state or local Tax is imposed by Applicable Law on the subscriber, end-user, customer or ultimate consumer ("Subscriber") in connection with any such purchase, which a Telecommunications Company is required to impose and/or collect from a Subscriber, or if any federal, state or local Tax is imposed on the Providing Party and required by Applicable Law to be passed through to the Subscriber, then the Purchasing Party (a) shall impose and/or collect such Tax from the Subscriber and (b) shall timely remit such Tax to the applicable taxing authority.

35.4 Tax Exemptions and Exemption Certificates. If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Applicable Law also provides an exemption procedure, such as an exemption certificate requirement, then, if the Purchasing Party complies with such procedure, the Providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the Providing Party shall not collect such Tax if the Purchasing Party (a) furnishes the Providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Applicable Law which clearly allows such exemption and (b) supplies the Providing Party with an indemnification agreement, acceptable to the Providing Party, which holds the Providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.

35.5 Liability for Uncollected Tax, Interest and Penalty.

35.5.1 If the Providing Party has not received an exemption certificate from the Purchasing Party and the Providing Party fails to bill the Purchasing Party for any Tax as required by Section 35.1, then, as between the Providing Party and the Purchasing Party, (a) the Purchasing Party shall remain liable for such unbilled Tax and any interest assessed thereon and (b) the Providing Party shall be liable for any penalty assessed with respect to such unbilled Tax by a taxing authority.

35.5.2 If the Providing Party properly bills the Purchasing Party for any Tax but the Purchasing Party fails to remit such Tax to the Providing Party as required by Section 35.1, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority.

35.5.3 If the Providing Party does not collect any Tax as required by Section 35.1 because the Purchasing Party has provided such Providing Party with an exemption certificate that is later found to be inadequate, invalid or inapplicable by a taxing authority, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority.

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35.5.4 If the Purchasing Party fails to pay the Receipts Tax as required by Section 35.2, then, as between the Providing Party and the Purchasing Party, (a) the Providing Party shall be liable for any Tax imposed on its receipts and (b) the Purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the Providing Party with respect to such Tax by the applicable taxing authority.

35.5.5 If the Purchasing Party fails to impose and/or collect any Tax from Subscribers as required by Section 35.3, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the Purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the Purchasing Party agrees to indemnify and hold the Providing Party harmless on an after-tax basis for any costs incurred by the Providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the Providing Party due to the failure of the Purchasing Party to timely pay, or collect and timely remit, such Tax to such authority.

35.6 Audit Cooperation. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

36. Technology Upgrades

Notwithstanding any other provision of this Agreement, Verizon shall have the right to deploy, upgrade, migrate and maintain its network at its sole discretion. Nothing in this Agreement shall limit Verizon's ability to modify its network through the incorporation of new equipment or software or otherwise.

37. Third Party Beneficiaries

Except as may be expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein shall create or be construed to provide any third persons (including, but not limited to, Customers or contractors of a Party) with any rights (including, but not limited to, any third party beneficiary rights) hereunder. Except as may be expressly set forth in this Agreement, a Party shall have no liability under this Agreement to the Customers of the other Party or to any other third person.

38. Use of Service

Each Party shall make commercially reasonable efforts to ensure that its Customers comply with the provisions of this Agreement applicable to the use of Services purchased by it under this Agreement.

39. Waiver

A failure or delay of either Party to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option that is provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

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40. Warranties

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED, OR TO BE PROVIDED, UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, **WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE,** WARRANTIES AGAINST INFRINGEMENT, AND WARRANTIES ARISING BY TRADE CUSTOM, TRADE USAGE, COURSE OF DEALING OR PERFORMANCE, OR OTHERWISE.

[SIGNATURE PAGE FOLLOWS]

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.



VERIZON SERVICES CORP.

By: *Jerome Hollant*

Printed: Jerome Hollant

Title: VP - Global Wholesale



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GLOSSARY

1. General Rule

- 1.1 Unless the context clearly indicates otherwise, when a term listed in this Glossary is used in the Agreement, the term shall have the meaning stated in this Glossary. A defined term intended to convey the meaning stated in this Glossary is capitalized when used. Other terms that are capitalized, and not defined in this Glossary or elsewhere in the Agreement, shall have the meaning stated in the Act. Additional definitions that are specific to the matters covered in a particular provision of the Agreement may appear in that provision. To the extent that there may be any conflict between a definition set forth in this Glossary and any definition in a specific provision, the definition set forth in the specific provision shall control with respect to that provision.
- 1.2 Unless the context clearly indicates otherwise, any term defined in this Glossary that is defined or used in the singular shall include the plural, and any term defined in this Glossary that is defined or used in the plural shall include the singular.
- 1.3 The words "shall" and "will" are used interchangeably throughout the Agreement and the use of either indicates a mandatory requirement. The use of one or the other shall not confer a different degree of right or obligation for either Party.

2. Definitions

- 2.1 Act.

The Communications Act of 1934 (47 U.S.C. §151 et seq.), as from time to time amended (including, but not limited to, by the Telecommunications Act of 1996).
- 2.2 Affiliate.

Shall have the meaning set forth in the Act.
- 2.3 Agent.

An agent or servant.
- 2.4 Applicable Law.

All effective laws, government regulations and government orders applicable to each Party's performance of its obligations under this Agreement.
- 2.5 ATIS.

The Alliance for Telecommunications Industry Solutions.
- 2.6 Business Day.

Monday through Friday, except for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day.
- 2.7 Calendar Quarter.

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January through March, April through June, July through September, or October through December.

2.8 Calendar Year.

January through December.

2.9 Claims.

Any and all claims, demands, suits, actions, settlements, judgments, fines, penalties, liabilities, injuries, damages, losses, costs (including, but not limited to, court costs) and expenses (including, but not limited to, reasonable attorney's fees).

2.10 CLEC (Competitive Local Exchange Carrier).

A Local Exchange Carrier that is not an Incumbent Local Exchange Carrier.

2.11 Codec.

A device or program capable of encoding or decoding a digital data packet, stream or signal for a Voice Call.

2.12 Commission.

The state government agency, commission, department, board or other entity that has competent jurisdiction over applicable Telecommunications Services provided within that particular state, including without limitation with respect to the District of Columbia.

2.13 CPN (Calling Party Number).

A signaling parameter that identifies the calling party's ten (10) digit telephone number.

2.14 CPNI (Customer Proprietary Network Information).

Shall have the meaning set forth in Section 222 of the Act, 47 U.S.C. § 222.

2.15 CTN (Called Telephone Number).

A ten-digit number in NANP format dialed by a calling party.

2.16 Customer.

A third party residence or business end user subscriber to voice Telecommunications Service or Voice over Internet Protocol services provided by either of the Parties. The term Customer includes a person that uses a Party's network to originate and/or terminate Voice Calls on a roaming, resale or lease basis.

2.17 Data Traffic.

Traffic that is not a Voice Call or the SIP Signaling Message(s) associated with a Voice Call.

2.18 Extended Local Calling Scope Arrangement.

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An arrangement that provides a Customer a local calling scope (Extended Area Service, "EAS") outside of the Customer's basic exchange serving area. Extended Local Calling Scope Arrangements may be either optional or non-optional. "Optional Extended Local Calling Scope Arrangement Traffic" is traffic that under an optional Extended Local Calling Scope Arrangement chosen by the Customer terminates outside of the Customer's basic exchange serving area.

2.19 FCC.

The Federal Communications Commission.

2.20 FCC Regulations.

The unstayed, effective regulations promulgated by the FCC, as amended from time to time.

2.21 Governmental Authority.

Any transnational, domestic or foreign federal, state or local governmental, regulatory or administrative authority, department, court, agency, commission or official, including, without limitation, any political subdivision thereof.

2.22 ILEC (Incumbent Local Exchange Carrier).

Shall have the meaning stated in the Act.

2.23 IP (Internet Protocol).

The network-layer protocol used to deliver data packets between networks based on IP addresses.

2.24 Interconnected VoIP Service.

Shall have the meaning set forth in FCC Regulations.

2.25 Interconnection Facilities.

Transport facilities deployed by each Party to interconnect the Parties' respective networks at the POIs and used to exchange SIP Signaling Messages and Voice Calls between their respective Customers.

2.26 LATA (Local Access and Transport Area).

Shall have the meaning set forth in the Act.

2.27 LEC (Local Exchange Carrier).

Shall have the meaning set forth in the Act.

2.28 LERG (Local Exchange Routing Guide).

A Telcordia Technologies reference containing NXX Code and LRN assignments.

2.29 LNP Call Routing Database.

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A public database that service providers can query to determine the LRN for a specific Called Telephone Number (CTN).

2.30 Local Traffic.

Voice Calls originated by a Customer of one Party on that Party's network and terminated to a Customer of the other Party on that other Party's network, where the originating Customer and the terminating Customer are located in the same local calling area, as defined by Verizon. For the purposes of this definition, a local calling area includes a Verizon non-optional Extended Local Calling Scope Arrangement, but does not include a Verizon optional Extended Local Calling Scope Arrangement.

2.31 LRN (Location Routing Number).

A ten-digit number in the format of the NANP that uniquely identifies the switch associated with a Called Telephone Number (CTN) that has been ported. The LRN for a ported CTN can be obtained by querying the LNP Call Routing Database. The LRN can be cross-referenced in the LERG to identify the service provider for a specific CTN.

2.32 MOUs (Minutes of Use).

The elapsed minutes in full second increments (without rounding) beginning when a Voice Call is answered by the called party and ending when that Voice Call is terminated by the calling and/or called party.

2.33 NANP (North American Numbering Plan).

The system of telephone numbering employed in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean islands. The NANP format is a 10-digit telephone number that consists of a three-digit NPA Code (commonly referred to as the area code), followed by a three-digit NXX Code and four-digit line number.

2.34 Non-Interconnected VoIP Service.

Shall have the meaning set forth in FCC Regulations.

2.35 NPA (Numbering Plan Area).

Also sometimes referred to as an area code, is the first three-digit sequence of each 10-digit telephone number within the NANP (i.e., NPA-NXX-XXXX). There are two (2) general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area, subject to local number porting (LNP) variations. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic NPA areas. 500, 700, 800, 888 and 900 are examples of Non-Geographic NPAs.

2.36 NXX Code.

The second three-digit sequence of each 10-digit telephone number within the NANP (i.e., NPA-NXX-XXXX).

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- 2.37 POI (Point of Interconnection).
The physical location where the Parties' respective facilities physically interconnect for the purpose of mutually exchanging SIP Signaling Messages and Voice Calls under this Agreement.
- 2.38 Rate Center.
The geographic area to which a particular NXX Code has been assigned under the Central Office Code (NXX) Assignment Guidelines issued by ATIS, as revised from time to time.
- 2.39 Service.
Any interconnection arrangement, Telecommunications Service, or other service, facility or arrangement, offered by a Party under this Agreement.
- 2.40 Session Initiation Protocol (SIP).
An Internet Engineering Task Force standard protocol used for controlling voice calls over Internet Protocol (IP).
- 2.41 SIP Interconnection Plan.
A mutually agreed upon written document setting forth the technical and operational details of the Parties' SIP Interconnection Facilities, POIs and traffic exchange arrangements, as such document is revised by mutual written agreement of the Parties from time to time.
- 2.42 Telcordia Technologies.
Telcordia Technologies, Inc., a Subsidiary of Telefonaktiebolaget LM Ericsson, and formerly known as Bell Communications Research, Inc. (Bellcore).
- 2.43 Telecommunications Carrier.
Shall have the meaning set forth in the Act.
- 2.44 Telecommunications Service.
Shall have the meaning set forth in the Act.
- 2.45 Telephone Exchange Service.
Shall have the meaning set forth in the Act.
- 2.46 Third Party Claim.
A Claim where there is (a) a claim, demand, suit or action by a person who is not a Party, (b) a settlement with, judgment by, or liability to, a person who is not a Party or (c) a fine or penalty imposed by a person who is not a Party.
- 2.47 Toxic or Hazardous Substance.
Any substance designated or defined as toxic or hazardous under any "Environmental Law" or that poses a risk to human health or safety, or the environment, and products and materials containing such substance.

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"Environmental Laws" means the Comprehensive Environmental Response, Compensation, and Liability Act, the Emergency Planning and Community Right-to-Know Act, the Water Pollution Control Act, the Air Pollution Control Act, the Toxic Substances Control Act, the Resource Conservation and Recovery Act, the Occupational Safety and Health Act, and all other Federal, State or local laws or governmental regulations or requirements that are similar to the above-referenced laws or that otherwise govern releases, chemicals, products, materials or wastes that may pose risks to human health or safety, or the environment, or that relate to the protection of wetlands or other natural resources.

2.48 United States.

The United States of America including all of its States, districts, territories, possessions, commonwealths, and the special maritime and territorial jurisdiction of the United States.

2.49 Voice Call.

A two-way voice communication originated by a Customer of one Party served by Interconnected VoIP Service or Non-Interconnected VoIP Service and terminated to the Customer of the other Party served by Interconnected VoIP Service or Non-Interconnected VoIP Service where the CTN is assigned to or associated with the terminating Party's Customer.

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IP INTERCONNECTION FOR VOICE CALLS ATTACHMENT

1. General

The Parties desire to interconnect their networks to exchange Voice Calls using Session Initiation Protocol (SIP) Interconnection Facilities. The Parties' exchange of Voice Calls using SIP Interconnection Facilities is subject to the Parties' written mutual agreement on a SIP Interconnection Plan. In the event the Parties do not reach agreement on a SIP Interconnection Plan, either Party may, in its sole discretion, terminate this Agreement immediately upon written notice to the other Party. Nothing in this Attachment shall require either Party to exchange any or all Voice Calls with the other Party using SIP Interconnection Facilities.

2. Points of Interconnections (POIs) and SIP Interconnection Facilities

- 2.1 Prior to establishing SIP Interconnection Facilities at POIs, the Parties shall meet and reach written agreement on a SIP Interconnection Plan. To facilitate development of the SIP Interconnection Plan, the Parties agree to exchange good faith forecasts of the Voice Call volumes that they anticipate exchanging using SIP Interconnection Facilities during an initial twenty four (24) month forecast period.
- 2.2 The Parties shall establish a minimum of two (2) geographically diverse POIs at Verizon-approved locations. Each Party shall have fully redundant failover capabilities at both the session layer and Internet Protocol layer within their networks. The number of POIs and the location of each POI shall be mutually agreed by the Parties and set forth in the SIP Interconnection Plan. The Parties shall consider each Party's Voice Call traffic patterns and Customer locations in determining the number and location of POIs.
- 2.3 The bandwidth of SIP Interconnection Facilities at each POI shall be at least one (1) Gbps. The agreed-upon bandwidth of SIP Interconnection Facilities at each POI shall be set forth in the SIP Interconnection Plan. At its sole discretion, each Party may self-provision SIP Interconnection Facilities, or obtain SIP Interconnection Facilities from a third party or the other Party.
- 2.4 Each Party shall be responsible for all costs incurred on its respective side of each POI, including, without limitation, all costs of constructing and maintaining SIP Interconnection Facilities and all costs associated with the management and administration of SIP Interconnection Facilities. Where the Parties agree to purchase cross-connects at the POIs, each Party shall pay fifty percent (50%) of the rate charged by the third party for such cross-connects.
- 2.5 Each Party shall have access to its SIP Interconnection Facilities at each POI at all times (i.e., 24 hours per day, seven days per week, and 365 days per year).
- 2.6 The Parties shall develop and mutually agree upon a Disaster Recovery Plan. The Parties' Disaster Recovery Plan shall be incorporated into and made a part of the Parties' SIP Interconnection Plan.

3. Traffic Types.

- 3.1 Permitted Traffic Types. The Parties agree to exchange certain types of Voice Calls originated by their respective Customers ("Permitted Traffic") under this Agreement only where the Called Telephone Number:

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- 3.1.1 is a ten-digit telephone number in NANP format;
 - 3.1.2 is associated with a Rate Center within the United States;
 - 3.1.3 is assigned to or associated with a Customer of the terminating Party;
and
 - 3.1.4 is routable under the terminating Party's SIP Routing Table (as described in Section 4.2 of this Attachment).
- 3.2 Prohibited Traffic Types. The Parties agree not to exchange the following types of traffic ("Prohibited Traffic") under this Agreement:
- 3.2.1 Data Traffic;
 - 3.2.2 911 traffic;
 - 3.2.3 8YY-NXX-XXXX traffic (toll free);
 - 3.2.4 Directory assistance traffic (e.g., 411, 555-1212);
 - 3.2.5 Operator traffic (i.e., 0-, 0+, collect, bill to third number, calling card);
 - 3.2.6 900 traffic (i.e., 900-NXX-XXXX);
 - 3.2.7 Pay-per-call traffic (e.g., 976-XXXX, 556-XXXX);
 - 3.2.8 LATA-wide local (toll-free) call traffic (i.e., 890-XXXX traffic);
 - 3.2.9 Carrier access code traffic (e.g., 1010XXXX, 950-XXXX, Feature Group A);
 - 3.2.10 N11 traffic (e.g., 811, 711, 611, 511, 311, 211);
 - 3.2.11 Dual party relay traffic for hearing-impaired persons;
 - 3.2.12 International Traffic;
 - 3.2.13 Transit Traffic (as described in Section 10 of this Attachment); and
 - 3.2.14 Traffic where either the calling party or the called party is not served by Interconnected VoIP Service or Non-Interconnected VoIP Service.
- 3.3 Each Party shall be responsible for establishing and maintaining, under separate contracts or tariffs, its own independent interconnection facilities to enable delivery of the Prohibited Traffic Types listed in Section 3.2, including but not limited to, 911 traffic. Such Prohibited Traffic Types shall not be delivered over the SIP Interconnection Facilities established under this Agreement. If Party A determines that Party B is attempting to deliver 911 traffic over SIP Interconnection Facilities, Party A shall use commercially reasonable efforts to notify Party B as soon as practicable.
- 3.4 If an originating Party delivers traffic prohibited by Section 3.2 to the other Party over SIP Interconnection Facilities, the receiving Party may block or otherwise reject such Prohibited Traffic and not terminate such Prohibited Traffic. The originating Party shall indemnify the receiving Party for Claims arising from or related to its blocking and/or rejection of Prohibited Traffic.

4. Traffic Exchange.

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4.1 Testing.

- 4.1.1 The Parties shall develop and mutually agree on a SIP Test Plan for the exchange of Voice Calls under this Agreement. Such SIP Test Plan shall include, without limitation, specific testing procedures and protocols, and shall establish specific, objective criteria for successful completion of testing. The Parties' SIP Test Plan shall be included in and made a part of the Parties' SIP Interconnection Plan.
- 4.1.2 Prior to exchanging live Voice Calls under this Agreement, both Parties shall successfully complete the Parties' SIP Test Plan. Neither Party shall deliver Voice Calls to the other Party prior to both Parties successfully completing the Parties' SIP Test Plan. If one Party fails to successfully complete the Parties' SIP Test Plan within ninety (90) days of the start of testing, either Party may, in its sole discretion, terminate this Agreement on thirty (30) days' written notice.

4.2 Routing Information.

- 4.2.1 Prior to exchanging live Voice Calls under this Agreement, each Party shall provide its SIP Routing Table to the other Party in a mutually-agreed format. Each Party's SIP Routing Table shall enable the originating Party to deliver Voice Calls of Permitted Traffic to the terminating Party based upon the CTN and information readily available in the LNP Call Routing Database and the LERG. All telephone numbers from which a Party originates Voice Calls under this Agreement shall be included and identifiable in such Party's SIP Routing Table.
- 4.2.2 Each SIP Routing Table shall designate at least two (2) geographically diverse routing points on the terminating Party's interconnected network for termination of each Voice Call of Permitted Traffic ("Routing Point"). By way of illustration and not limitation, a [REDACTED] SIP Routing Table may include three columns: (1) a list of all LRNs and NPA NXX Codes used exclusively by [REDACTED] to identify its Customers eligible to receive Permitted Traffic; (2) the first Routing Point for SIP Signaling Messages identified with an IP address for each row of the table; and (3) the second Routing Point for SIP Signaling Messages identified with an IP address for each row of the table. The SIP Interconnection Plan shall include IP addresses for the media associated with SIP Signaling Messages.
- 4.2.3 Upon thirty (30) days' written notice, each Party may revise or modify its SIP Routing Table.
- 4.2.4 The terminating Party shall not deliver back to the originating Party any Voice Call that was delivered by the originating Party to the terminating Party with the same CTN. To the extent call looping or other technical issues arise, the Parties shall use commercially reasonable efforts to resolve such issues in an expeditious manner.
- 4.3 Local Number Portability (LNP) Queries. The originating Party shall query the LNP Call Routing Database before delivering a Voice Call over the SIP Interconnection Facilities. Based on the information returned from such query (e.g., LRN), each Party shall deliver over the SIP Interconnection Facilities only those Voice Calls that are Permitted Traffic and destined for the terminating Party's Customers (e.g., Voice Calls for which the LRN is assigned to the

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terminating Party). The Parties shall mutually agree and specify in their SIP Interconnection Plan how the originating Party shall indicate in its SIP Signaling Messages that the LNP query has been performed. For the avoidance of any doubt, neither Party shall deliver Voice Calls over the SIP Interconnection Facilities that are not Permitted Traffic or not destined for the terminating Party's Customers. Each Party shall bear any and all costs associated with LNP queries and associated routing of its originating Voice Calls under this Agreement.

4.4 SIP Signaling Messages. Each Party shall have the capability to exchange SIP Signaling Messages to facilitate the exchange of Voice Calls and the full interoperability of SIP signaling features, as applicable. Each Party shall provide the other Party information associated with its SIP signaling implementation necessary for the routing and completion of the other Party's Voice Calls in accordance with the provisions of this Agreement and the SIP Interconnection Plan.

4.4.1 Called Telephone Number (CTN). For all Voice Calls, the originating Party shall deliver SIP Signaling Messages to the terminating Party that include, without limitation, the CTN in E.164 format, as recommended by the Telecommunications Standardization Sector of the International Telecommunications Union. The Parties shall mutually agree and specify in their SIP Interconnection Plan the fields to be used in the SIP Signaling Messages for the CTN.

4.4.2 Calling Party Number (CPN). For all Voice Calls, the originating Party shall deliver SIP Signaling Messages to the terminating Party that include, without limitation, CPN used by the Customer to originate the Voice Call. The CPN shall be included in the P-Asserted Identity header field of the SIP Signaling Messages.

4.4.3 Caller Name (CNM).

4.4.3.1 The originating Party may deliver SIP Signaling Messages to the terminating Party that include the Customer name associated with the CPN or a generic customer designation (e.g., "Wireless Caller") (in either case, "CNM"), provided such CNM is not misleading or disparaging. If the originating Party elects to deliver CNM, the CNM shall be included in the P-Asserted Identity header field of the SIP Signaling Messages and shall comply with Telcordia Technologies Generic Requirements GR-1188-CORE, as revised from time to time.

4.4.3.2 If the originating Party includes the CNM in the SIP Signaling Message, the privacy indicator does not prohibit delivery of the caller's identity to the terminating Party's Customer, and the terminating Party's Customer has subscribed to a service that includes caller name display, the terminating Party may, at its sole discretion, deliver the CNM to the Customer unaltered, query a calling name database and deliver the response from such database to the Customer, or take some other appropriate action.

4.4.3.3 The Parties acknowledge that the Customer's device may not display the delivered CNM and may instead display other information associated with the CPN. If the terminating Party has a good faith belief that the originating

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Party is populating SIP Signaling Messages with misleading or disparaging CNM values, the terminating Party may stop delivering CNMs to its Customers until the dispute is resolved and, if it does stop delivering CNMs, shall give written notice to the originating Party pursuant to the Dispute Resolution provisions of this Agreement.

4.4.4 Privacy Indicators.

4.4.4.1 Each Party shall offer its Customers the ability to activate a privacy indicator that will suppress the display of the Customer's CPN and name on the called party's device.

4.4.4.2 The Parties shall mutually agree on the field in the SIP Signaling Messages to be used for the delivery of privacy indicators and shall set forth such field in the SIP Interconnection Plan. For all Voice Calls where the calling party has activated the privacy indicator, the originating Party shall deliver the privacy indicator in the agreed-upon field of the SIP Signaling Messages along with the calling party's CPN. For the avoidance of any doubt, the originating Party shall not suppress CPN on Voice Calls where the calling party has requested privacy.

4.4.4.3 For all Voice Calls where the terminating Party has received a privacy indicator from the originating Party that prohibits delivery of the CPN and name to the terminating Party's Customer, the terminating Party shall not deliver the calling party's CPN or name to the called party and may instead deliver a privacy message (e.g., "anonymous call", "private").

4.4.5 Additional SIP Message Information. The Parties may agree to exchange additional information as part of SIP Signaling Messages. Any additional information that the Parties agree to exchange through SIP Signaling Messages shall be set forth in the SIP Interconnection Plan.

4.4.6 Integrity of SIP Signaling Messages. The Parties shall cooperate fully and shall use commercially reasonable efforts in investigating any issues relating to the processing or delivery of SIP Signaling Messages.

4.5 Transcoding.

4.5.1 The Parties shall mutually agree upon and set forth in their SIP Interconnection Plan the Codec(s) that each Party shall use to terminate Permitted Traffic. If the originating Party's SIP Signaling Message includes a Session Description Protocol ("SDP") offer, such SDP offer shall include all of the Codec(s) designated by the terminating Party in the SIP Interconnection Plan. The terminating Party shall return an SDP answer to the originating Party that selects one of the Codecs for the Voice Call and the originating Party shall transcode, as necessary, and deliver such Voice Call in the Codec designated by the terminating Party. If the originating Party's SIP Signaling Message does not include an SDP offer, the terminating Party shall deliver an SDP offer to the originating Party that includes

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one or more Codecs, at least one of which is designated in the terminating Party's SIP Interconnection Plan for the Voice Call. The originating Party shall transcode, as necessary, and deliver such Voice Call in one of the Codecs listed in the terminating Party's SDP offer.

- 4.5.2 Each Party shall bear any and all of its own costs associated with transcoding Permitted Traffic under this Agreement to the Codec(s) agreed upon in the SIP Interconnection Plan.
 - 4.5.3 Upon ninety (90) days' written notice, each Party may propose a modification to the list of Codec(s) it uses for terminating Permitted Traffic. During the notice period, the other Party shall provide written notice of whether it agrees to such modification.
 - 4.5.4 If the Parties agree to implement the proposed modification of Codec(s) used for terminating Permitted Traffic, the Parties shall incorporate such modified list of Codec(s) in their SIP Interconnection Plan.
 - 4.5.5 If the Parties do not agree to implement the proposed modification of Codec(s), the Parties shall negotiate in good faith to resolve the dispute. If the Parties fail to reach agreement on the implementation of the modified list of Codec(s), either Party may terminate this Agreement upon thirty (30) days' written notice.
- 4.6 Service Quality. The Parties agree to design SIP Interconnection Facilities to meet the aspirational target service quality standards set forth in Appendix A of this Attachment. Upon reasonable request, the Parties shall develop mutually agreed upon methods to measure and monitor service quality and incorporate such methods in the SIP Interconnection Plan. For the avoidance of any doubt, this Agreement does not provide any penalty, remedy or the like for per se failing to meet any of the foregoing, aspirational target service quality standards set forth in Appendix A of this Attachment. Notwithstanding the foregoing, neither Party shall be excused from complying with other obligations under this Agreement and each Party shall be entitled to enforce any remedy available under this Agreement for any breach or default of other obligations under this Agreement, regardless of whether such breach or default is attributable to the breaching or defaulting Party's failure to meet any of the aspirational target service quality standards set forth in Appendix A of this Attachment.

5. Traffic Forecasts

- 5.1 Prior to establishing any SIP Interconnection Facilities and on a semi-annual basis, the Parties shall exchange good faith forecasts of the Voice Call traffic volumes they anticipate exchanging at each POI during the ensuing two (2) year period. Such traffic forecasts shall conform to the SIP Traffic Forecasting Guidelines included in the SIP Interconnection Plan.
- 5.2 Traffic forecasts exchanged pursuant to this Agreement shall be made in good faith, but shall not be binding on either Party.

6. Traffic Monitoring

- 6.1 Each Party shall monitor originating and terminating Voice Call traffic volumes (i.e., MOUs) on its side of the POIs. Upon reasonable written request, the Parties shall exchange such traffic volume data.

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- 6.2 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on Voice Call traffic volumes exchanged at each POI to determine the need for additional SIP Interconnection Facilities or bandwidth and to plan any necessary changes in SIP Interconnection Facilities. If the Parties mutually agree to make any changes to their SIP Interconnection Facilities, such changes shall be set forth in the SIP Interconnection Plan.
- 6.3 When either Party detects that the other Party is generating Voice Call traffic or Voice Call attempts with duplicate, or repeated, CTNs dialed in succession and/or abnormally short duration Voice Calls, such Party may give written notice to the other Party and both Parties shall use commercially reasonable efforts to resolve such issue in an expeditious manner. Each Party reserves the right to take action to protect the integrity of its network.
- 6.4 Except as otherwise required by Applicable Law, neither Party shall monitor the contents or subject matter of any Voice Calls exchanged under this Agreement with the exception of Voice Calls and test calls used for operational and engineering needs (including, but not limited to, performance, support, security, abuse and privacy needs).

7. Network Management.

- 7.1 The Parties shall work cooperatively in a commercially reasonable manner to install and maintain reliable SIP Interconnection Facilities and networks. The Parties shall include and periodically update appropriate information in the SIP Interconnection Plan to achieve this desired reliability.
- 7.2 Each Party shall maintain a professionally managed Network Operations Center (NOC) with continuous staffing (i.e., 24 hours per day, seven days per week and 365 days per year). The Parties shall include and timely update their respective NOC contact information, trouble reporting process and escalation procedures in the SIP Interconnection Plan.
- 7.3 The Parties shall work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate and prevent Voice Call traffic congestion. Nothing in this Agreement limits or restricts the ability or rights of each Party to impose usage restrictions or controls on its own Customers or third parties and to assist its Customers in imposing Customer-requested usage restrictions or controls on Voice Call traffic exchanged under this Agreement.
- 7.4 Each Party shall use commercially reasonable efforts to secure its Voice Calls from unauthorized access, transmission or use. The Parties shall work cooperatively to address security issues and develop security procedures consistent with generally-accepted communications industry standards.
- 7.5 Each Party represents and warrants that its communications services, including, without limitation, any Party-provided software, are "CALEA Compliant" under the provisions of the Communications Assistance for Law Enforcement Act (Pub. L. 103-414, Title 1, October 25, 1994, 108 Stat. 4279, as amended), as well as any regulations or industry standards that implement the provisions of CALEA. The Parties shall include in their SIP Interconnection Plan their respective contact information for compliance with requirements of law enforcement and national security agencies.
- 7.6 If a Party contemplates a change in its network that it believes will materially affect the inter-operability of its network with the other Party's network, the Party making the change shall provide at least ninety (90) days' advance written notice

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of such change to the other Party, provided, however, that this provision shall not apply to network changes necessitated by emergencies or other circumstances outside the control of the Party modifying its network.

7.7 Interference and Impairment. Each of the Parties recognizes a responsibility to follow the standards set forth in the SIP Interconnection Plan and to employ characteristics and methods of operation that will not interfere with or impair the service, network or facilities of the other Party or any third parties connected with or involved directly in the network or facilities of the other Party. If a Party ("Impaired Party") reasonably determines that the Voice Calls, services, network, facilities, or methods of operation of the other Party ("Interfering Party") will or are likely to interfere with or impair the Impaired Party's provision of Voice Calls, services or the operation of the Impaired Party's network or facilities, the Impaired Party may interrupt or suspend the SIP Interconnection Facilities and/or the exchange of Voice Calls with the Interfering Party to the extent necessary to prevent such interference or impairment, subject to the following:

- 7.7.1 The Impaired Party shall use commercially reasonable efforts to contact the Interfering Party's NOC with a trouble report describing the interruption or suspension immediately after taking such action;
- 7.7.2 Except in emergency situations (e.g., situations involving a risk of bodily injury to persons or damage to tangible property, or an interruption in Customer service) or as otherwise provided in this Agreement, the Impaired Party shall give the Interfering Party at least ten (10) Business Days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within ten (10) Business Days; and
- 7.7.3 Upon correction of the interference or impairment, the Impaired Party shall promptly restore the interrupted or suspended exchange of Voice Calls. The Impaired Party shall not be obligated to provide an out-of-service credit allowance or other compensation to the Interfering Party in connection with suspending the exchange of Voice Calls.

8. Traffic Measurement and Billing

- 8.1 Each Party shall use commercially reasonable efforts to implement capabilities to measure MOUs terminated over SIP Interconnection Facilities under this Agreement and to determine the jurisdiction of such MOUs (e.g., Local, IntraMTA, interstate, intrastate). If a Party has not deployed such measurement capability, such Party may instead use commercially reasonable and mutually agreed techniques to estimate MOUs and their associated jurisdiction. Nothing in this Agreement shall require either Party to provide call detail billing records to any third party.
- 8.2 Each Party reserves the right to audit all Voice Call traffic exchanged over SIP Interconnection Facilities, up to a maximum of two (2) audits per Calendar Year, to ensure compliance with this Agreement; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material breaches, errors or discrepancies. Each Party agrees to provide the necessary Voice Call traffic data in conjunction with any such audit in a timely manner.
- 8.3 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make telephone calls which that Party rates as "local" in its agreements with its Customers.

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Nothing in this Agreement shall prohibit either Party from enlarging the geographic scope of its network through acquisitions or through management contracts with third parties for the construction and operation of a system. Voice Calls originating on a Party's extended networks shall be deemed to be that Party's originating Voice Calls under this Agreement and subject to the rates, terms and conditions of this Agreement. Voice Calls terminating on a Party's extended network shall be deemed to be that Party's terminating Voice Calls and subject to the rates, terms and conditions of this Agreement.

- 8.4 Both Parties shall make commercially reasonable efforts to prepare and deliver electronic invoices, if any, under this Agreement.

9. Compensation Arrangements

- 9.1 The Compensation Rates billed by Verizon to [REDACTED] shall be as set forth in the Pricing Attachment.
- 9.2 The Compensation Rates billed by [REDACTED] to Verizon shall be as set forth in the Pricing Attachment.

10. Transit Traffic

- 10.1 Neither Party shall deliver Voice Calls to the other Party over SIP Interconnection Facilities unless such Voice Calls are Permitted Traffic Types under Section 3.1 and destined to the other Party's Customers.
- 10.2 Neither Party shall deliver third party traffic to the other Party over SIP Interconnection Facilities. The only traffic that a Party may deliver over the SIP Interconnection Facilities is set forth in Section 3.1.
- 10.3 Neither Party shall take any actions to prevent the other Party from entering into a direct interconnection or traffic exchange arrangement with any third party.

11. Number Resources and Rate Center Areas

- 11.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any NXX Codes pursuant to the Central Office Code Assignment Guidelines published by ATIS and any relevant FCC or Commission orders, as may be amended from time to time, or to assign NXX Codes to specific Rate Centers.
- 11.2 It shall be the responsibility of the Party obtaining a new NXX Code or LRN to timely update its SIP Routing Table. It shall be the other Party's responsibility to program and update its own switches and network systems pursuant to information provided in Telcordia's Local Exchange Routing Guide (LERG), as revised from time to time, in order to recognize and route traffic to the other Party's assigned NXX codes. Except as expressly set forth in this Agreement, neither Party shall impose any fees or charges whatsoever on the other Party for such activities.
- 11.3 Nothing in this Agreement constrains either Party's ability to establish the size of local calling area(s) or service plans for its respective Customers.

12. Local Number Portability (LNP)

- 12.1 The Parties shall provide Local Number Portability (LNP) in accordance with rules and regulations as from time to time prescribed by the FCC or the Commission.

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- 12.2 The Parties shall follow the applicable LNP provisioning processes recommended by the North American Numbering Council (NANC) and the Industry Numbering Council (INC), and adopted by the FCC or the Commission. In addition, the Parties agree to follow the applicable LNP ordering procedures established by industry standards bodies. The Parties shall provide LNP on a reciprocal basis.
- 12.3 Each Party shall submit orders to port telephone numbers from the other Party by using the other Party's established LNP ordering processes, business rules and guidelines, as revised from time to time.

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PRICING ATTACHMENT

1. General

- 1.1 The terminating Party shall bill the other Party at the rates set forth in the Rate Table of this Pricing Attachment.
- 1.2 The term "Tariff" shall have the meaning set forth in the FCC Regulations.
- 1.3 The term "End Office Access Service" shall have the meaning set forth in the FCC Regulations.
- 1.4 The "Appropriate Tariff Rate" shall mean the End Office Access Service rate for the geographic area associated with the Called Telephone Number (CTN) of a Voice Call. By way of illustration and not limitation, where the CTN is associated with the District of Columbia (e.g., (202) XXX-XXXX), the Appropriate Tariff Rate shall be the End Office Access Service rate for the District of Columbia listed in the terminating Party's currently effective and lawful interstate Tariff on file with the FCC. If the terminating Party does not have such a rate, the Appropriate Tariff Rate shall be the End Office Access Service rate for the District of Columbia listed in the originating Party's currently effective and lawful interstate Tariff on file with the FCC.
- 1.5 The "Maximum Rate"

Time Period	Maximum Rate
Effective Date through June 30, 2014	\$0.0045/MOU
July 1, 2014 through June 30, 2015	\$0.0032/MOU
July 1, 2015 through June 30, 2016	\$0.0021/MOU
July 1, 2016 through June 30, 2017	\$0.0007/MOU
July 1, 2017 and thereafter	\$0.00 (Bill and Keep)

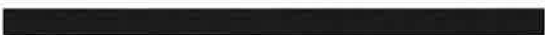
- 1.6 The Appropriate Tariff Rate shall reflect Tariff rate changes that are required by any order of the FCC, approved by the FCC, or otherwise allowed to go into effect by the FCC (including, but not limited to, in a Tariff that has been filed with the FCC), provided such Tariff rate change is not subject to a stay issued by any court of competent jurisdiction.
- 1.7 The Parties agreement to reference Tariff rates in this Pricing Attachment is not an admission by either Party that such Tariffs, or the FCC Regulations governing such Tariffs, are applicable to Traffic exchanged under this Agreement.

Traffic Rate Table	
Traffic	Applicable Rate
Permitted Traffic Type – Local Traffic	The lesser of: (a) \$0.0007/MOU; or (b) the Maximum Rate
Permitted Traffic Type – Non-Local	

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Traffic	The lesser of: (a) the Maximum Rate; or (b) the Appropriate Tariff Rate
Prohibited Traffic Type	\$0.01/MOU

Miscellaneous Charges Table	
Paper Invoice	\$15.00/Invoice
CDRs Via physical media (CD or DVD) Via website portal retrieval Via transmission (NDM)	\$40.00/Invoice No charge ICB



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**Appendix A
Verizon ILEC entities**

Verizon California Inc.
Verizon New York Inc.
Verizon Delaware LLC
Verizon Florida LLC
Verizon Maryland LLC
Verizon New England Inc., d/b/a Verizon Massachusetts
Verizon New Jersey Inc.
Verizon New York Inc.
Verizon South Inc.
Verizon Pennsylvania LLC
Verizon North LLC
Verizon New England Inc., d/b/a Verizon Rhode Island
GTE Southwest Incorporated, d/b/a Verizon Southwest
Verizon Virginia LLC
Verizon South Inc.
Verizon Washington, DC Inc.

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**Appendix B
to the
IP Interconnection for Voice Calls Attachment**

Target Service Quality Standards for the Exchange of Voice Calls

Transport Layer Parameters

The following parameters pertain to the performance of the IP transport layers.

1. **“Jitter”** is the absolute value of differences between the delays of consecutive packets. Jitter shall not exceed thirty (30) milliseconds.
2. **“Network Latency”** (also known as Round Trip Delay) is the time for a packet to travel from its source to destination and back. Network latency will be equal to or less than one hundred (100) milliseconds.
3. **“Packet Delivery”** is the ratio of packets successfully delivered to packets sent. Packet Delivery will be ninety-nine percent (99%) or greater.

Service Layer Parameters

The following parameters pertain to the performance of the service layer.

4. **“Mean Opinion Score”** or **“MOS”** is a measure of the audio fidelity (i.e., clarity) of a Voice Call. ITU-T G.107 defines a means for rating transmission quality (the E-model) based on impairments such as loss, delay and jitter; and (in Annex B) how to convert the resulting “R-factor” into an estimated MOS, known as the MOS Communication Quality Estimated (MOS_{CQE}). MOS and MOS_{CQE} have the same meaning in this Agreement, unless otherwise noted.

MOS scores range from 1 (worst) to 5 (best). MOS will be equal to or greater than 4.0 when the G.711 Codec is used. The Parties shall mutually agree to a target MOS for other Codecs.

5. **“Call Blocking Ratio”** (aka Blocking Probability) is the ratio of calls that fail to reach the called party due to lack of network resources, to the total number of calls attempted. Call Blocking Ratio shall not exceed one percent (1%).

In SIP, the Call Blocking Ratio is defined as:

$$\frac{\text{Number of SIP Responses of the types listed below}}{\text{Total number of Initial INVITEs sent}}$$

Response Types: 500, 503, 504 (server failures indicating lack of resources)

6. **“Call Completion Ratio”** (aka Network Efficiency Ratio) is defined in ITU-T Rec. E.425 as the probability that a call is successfully presented to the called user (irrespective of the user’s subsequent actions). Call Completion Ratio shall be at least ninety percent (90%).

In SIP, the Call Completion Ratio is defined as:

$$\frac{\text{Number of SIP Responses of the types listed below}}{\text{Total number of Initial INVITEs sent}}$$

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Response Types:

- BYE
- 2xx (success)
- 3xx (redirection)
- 404, 406, 410, 433, 480, 483, 484, 485, 486, 488 (called party rejection)
- 600, 603, 606 (called party rejection)
- Cancel (from the calling party)