

XO VOIP TERMINATION SERVICE FOR XO SIP SERVICE ONLY

1.0 SERVICE DESCRIPTION

1.1 Voice over Internet Protocol Termination ("VoIP Termination") Service is a switched termination service that enables XO customers to terminate Session Initiation Protocol ("SIP") originated domestic communications traffic to the public switched telephone network ("PSTN") throughout the fifty (50) U.S. states. Customer may interconnect to XO via XO's SIP, ESIP and SIPack ("SIP") Services. XO's SIP Services are offered subject to additional terms and conditions as provided in the Agreement.

1.2 Notwithstanding that Customer may actively be engaged in, or may become actively engaged in, providing numerous telecommunications or telecommunications-related services, XO's VoIP Termination Service is designed for and limited to the termination of SIP-originated traffic. Customer is prohibited from using auto-dialers to utilize this Service, unless previously approved by XO. Customer acknowledges and agrees that all requirements and restrictions contained in Section 5 below (collectively, "Customer Traffic Characteristics") are applicable in all respects to its subscription to, and use of XO's VoIP Termination Services.

1.3 To determine a call's jurisdiction, XO will examine the originating and terminating information present in the call stream. Calls received by XO without originating and terminating information, or with inaccurate originating and terminating information, will be classified as "Indeterminate Jurisdiction". Customer shall be invoiced and required to pay XO the applicable intrastate rates as provided in Article 3.0 below for all such Indeterminate Jurisdiction calls.

1.4 LRN Billing. XO, for purposes of invoicing VoIP Termination calls, will use the terminating location routing number ("LRN") of the called party number present in a call stream to determine the applicable rates. The LRN is the ten-digit telephone number that identifies the switch of the called party's service provider to which a call is routed for termination.

2.0 PRODUCT TERMS AND CONDITIONS

2.1 Customer is responsible for controlling access to, and use of, its own telephone facilities and those of its End Users. Customer is responsible for payment for all charges for VoIP Termination Service furnished to Customer and its End Users by XO, pursuant to the payment terms set forth in the Agreement. This responsibility is not changed by virtue of any use, misuse, fraud, or abuse by Customer's employees, Customer's End Users or other members of the public of VoIP Termination Service provided to Customer or Customer-provided systems, equipment, facilities, or services interconnected to the VoIP Termination Service. XO will not issue credits for fraudulent calls passed to XO by Customer.

2.2 Customer is required to provide XO a traffic forecast of minutes by terminating Local Access Transport Area ("LATA"), Operating Company Number ("OCN") and jurisdiction and establish meet point(s) prior to initiating VoIP Termination Service with XO. Customer's forecast will reflect an average month's terminating minutes of use ("MOU"). If Customer's anticipated usage changes significantly (+ or - 25%), Customer will provide XO written notification of such change sixty (60) days prior to the expected change, or as much advance notice as reasonably possible, so that

XO may assess network capacity to address the new volume of traffic. If XO is not able to process an anticipated traffic increase, XO will so inform Customer. If Customer sends such traffic in spite of such communication from XO, such traffic may be rejected by the XO Network without liability. In addition, to the extent that Customer fails to notify XO of an increase in usage by 25% or more from Customer's most recently provided forecast, XO retains the right to increase its prices to Customer if the usage change will adversely affect the XO Network.

2.3 VoIP Termination Service is billed to Customer based on calls placed that return answer supervision to XO ("Completed Calls") and may be billed to Customer based on calls placed that do not return answer supervision to XO but nevertheless utilize XO's Network from call attempt time to call disconnect time ("Offered Calls"). (Offered Calls include calls placed that are not answered and/or result in busy signals.) If more than twenty percent (20%) of its calls placed during a monthly billing period are Offered Calls, the contracted per-minute rate will apply to all Customer's Calls, both Completed and Offered, beginning at the time of call attempt and extending to the time of call disconnect. If ten percent (10%) or more of Customer's Completed Calls during any monthly billing period are six (6) seconds or less in duration, XO reserves the right to invoice Customer an additional \$0.01 charge for all such Completed Calls made during a monthly billing period.

2.4 Customer is prohibited from intermingling traffic or for utilizing this Service for anything other than providing a SIP originated service to its End Users in accordance with all applicable federal and state regulations. Customer expressly agrees, represents and warrants that all traffic delivered by Customer to XO hereunder is SIP-originated in accordance with all applicable federal and state law and regulation and, without limiting the foregoing, it will not use the Services to originate or terminate TDM or voice calls in a manner that bypasses applicable switched access or other charges. Customer understands and agrees that this covenant and the provisions set out in Section 5 below are material and essential parts of the Agreement and that Customer's breach of any of the Customer Traffic Characteristics constitutes a material default of the Agreement. XO reserves the right to modify rates to reflect applicable access or other charges and/or terminate the Agreement and/or the Services for cause immediately upon written notice to Customer if XO determines in its sole discretion that Customer is using or plans to use the Services in a manner inconsistent with any of the Customer Traffic Characteristics or Customer fails to pay any such access or other charges. Without limiting any other provision of the Agreement, Customer further represents and warrants that it will use the Services in conformance and compliance with the federal Telephone Consumer Protection Act and other laws or regulations pertaining to "do not call" lists or registries. XO may audit Customer's traffic to ensure that Customer is complying with the Customer Traffic Characteristics, as well as with the prohibitions set forth above.

2.5 Without limiting any other provision of the Agreement, Customer further agrees (i) to indemnify, defend and hold harmless XO and its Affiliates and all of their employees, directors, officers, and agents from and against all claims, demands, actions, causes of actions, damages, liabilities, losses, and expenses (including reasonable attorney's fees) incurred as a result of Customer's breach of Section 2.4 above; and (ii) notwithstanding any other provision of the Agreement, damages for breach of Section 2.4 shall not be capped or limited in any way.

3.0 PRICING AND PAYMENT TERMS

3.1 Customer shall pay the applicable per minute rates for VoIP Termination Service as set forth at <http://www.xo.com/carrier-voip-termination-rates/>, which is incorporated herein by reference. The pricing is based upon call jurisdiction and terminating NPA-NXXs and is subject to change in accordance with Section 3.2 below.

In addition to the per-minute rates referenced above, Customer has either previously ordered or will order from XO the appropriate SIP Service offered subject to additional terms and conditions.

Notwithstanding any other provision of the Agreement, the rates set forth in the applicable Service Order(s) for such SIP Service shall apply.

3.1.1 E-mail Notifications. Within five (5) business days of the Effective Date, Customer must provide to XO the names and E-mail addresses of up to two (2) of its employees or representatives to whom the e-mail notifications contemplated in Section 3.2 below can be sent. If the identity of a Customer employee or representative nominated to receive notifications changes during the Service Term, Customer must notify XO of the change and nominate a successor employee or representative to receive XO's e-mail notifications. Under no circumstance will XO be liable to Customer for any claim relating to the untimely or misdirected delivery of notice if Customer fails to comply with the terms of this Section 3.1.1.

3.2 XO will provide written notification, which may be in the form of an email notification, to the Customer thirty (30) days in advance of any price increases. In the event there are mandated surcharges or other costs imposed on XO by a federal, state, governmental agency or quasi-governmental agency, or third party in accordance with applicable law or regulation all rates are subject to change immediately without prior notice.

3.3 Notwithstanding any other provision of the Agreement, Customer agrees to the following payment terms:

3.3.1 Monthly recurring charges for VoIP Termination Services are billed in advance and such invoices are due upon receipt and considered past due thirty (30) days from the date of invoice. Late fees shall be assessed at thirty-one (31) days from the date of the invoice if payment has not been received by XO. Usage charges for VoIP Termination Services are billed in arrears, subject to the Monthly Minimum Usage Commitment set forth in Section 4 below.

3.3.2 If Customer disputes any charges for VoIP Termination Services, Customer shall notify XO in writing, providing the billing identification, Circuit number, if applicable, any trouble ticket number and an explanation for the dispute, and shall nevertheless pay the affected invoice within the Payment Period.

4.0 MONTHLY MINIMUM USAGE COMMITMENT

Customer hereby agrees to pay XO the applicable usage charges at the per minute rates referenced in Section 3.1 above, subject to a monthly minimum commitment of Ten Thousand Dollars (\$10,000) in usage per monthly billing period ("Monthly Minimum Usage Commitment"). In any month billing period where Customer's usage charges are less than

the Monthly Minimum Usage Commitment, XO will invoice Customer a shortfall charge equal to the difference between Customer's actual charges for usage in such monthly billing period, and the Monthly Minimum Usage Commitment.

5 - CUSTOMER TRAFFIC CHARACTERISTICS

5.1 Originating Location Information. Originating Location Information is information that identifies the originating location of a calling party to determine the jurisdictional nature of traffic. Originating Location Information may include Automatic Number Identification ("ANI"), Billing Telephone Information ("BTN"), Calling Party Number ("CPN"), and/or Charge Number ("CN"), as appropriate. Customer represents and warrants that Originating Location Information that it provides for all traffic delivered by or through Customer, its agents or authorized users to XO ("Customer-Originated Traffic") will accurately represent the actual originating location of such traffic. Customer agrees to provide a CN to XO as Originating Location Information where the CN differs from the CPN and/or the CPN does not accurately represent the actual originating location of Customer-Originated Traffic. In the event Customer provides no Originating Location Information for Customer-Originated Traffic, Customer represents and warrants that such traffic originates in the same local calling area as the BTN associated with the related SIP Service purchased from XO.

Neither Customer nor its agents or authorized users will alter or remove, or allow others to alter or remove, ANI, BTN, CPN, and/or CN associated with traffic delivered to, through, or by Customer, its agents or authorized users ("Customer's Traffic") in a manner that is inconsistent with the requirements of applicable law, including without limitation 47 C.F.R. §§ 64.1601 and 64.1604.

5.2 Additional Charges. Customer agrees to timely pay all switched access, reciprocal compensation, and other applicable charges associated with Customer's Traffic and not already reflected in the Service charges imposed on Customer, including charges associated with Customer's Traffic that are invoiced to XO by a third party, or remitted by XO to a third party (collectively, "Additional Charges"). XO reserves the right to adjust the amounts of such Additional Charges based on, but not limited to, audits of the jurisdictional nature of Customer's Traffic or as otherwise set forth in Customer's contract. Customer agrees to timely pay any such adjusted Additional Charges. If XO successfully challenges any Additional Charges imposed by a third party regarding Customer's Traffic, XO will credit Customer any amounts previously paid by Customer for those Additional Charges.

If XO imposes a material price increase on Customer resulting from Additional Charges, Customer may transition the affected Service to another service provider without incurring termination liability so long as it: (a) furnishes written notice to XO of its intent to do so within two (2) monthly billing cycles; and (b) completes the transition within a period of time not to exceed sixty (60) days from the date of its notice. If Customer does not timely serve notice on XO of its intent to transition Service to another carrier, it will be deemed to have waived its right to do so. XO and Customer will cooperate and coordinate on transition scheduling and implementation.

5.3 Audits. XO reserves the right to audit Customer's Traffic to accurately determine the jurisdictional nature. Customer agrees to cooperate with XO or, as necessary, assure the

cooperation of others within its control, to obtain or verify any necessary regulatory certifications or other information regarding the jurisdictional nature of Customer's Traffic or Customer's use of Service. If XO is subjected to a third-party audit relating to Customer's Traffic, Customer will cooperate with XO in connection with the audit, including allowing XO to furnish information regarding Customer's Traffic to the third party upon reasonable demand.

Rev. 06/10/16