

PUBLIC VERSION



ANDREW O. ISAR

Via ECFS and Overnight Delivery

April 18, 2018

Ms. Marlene H. Dortch
Secretary
Federal Communications Commission
9050 Junction Drive
Annapolis Junction, MD 20701

Re: Origin Networks, LLC dba Infostructure, Application for Authorization to Obtain Numbering Resources, WC Docket No. 18-12

Dear Secretary Dortch:

Origin Networks, LLC dba Infostructure (“Infostructure”) hereby submits an original and two (2) copies of four interconnection agreements (“Agreements”) for incorporation into Attachment A of Infostructure’s pending *Application for Authorization to Obtain Numbering Resources*, as amended, in the above-referenced matter. The Agreements are responsive to Commission staff’s inquiry in this proceeding.

The Agreements are deemed confidential and submitted in accordance with Infostructure’s January 19, 2018 request for confidential treatment pursuant to Sections 0.457 and 0.459 of the Commission’s rules, 47 C.F.R. §§ 0.457 and 0.459. Redacted public inspection copies have been submitted in the Commission’s Electronic Comment Filing System in WC Docket No. 18-12.

Thank you for your attention to this matter. Questions may be directed to the undersigned.

Sincerely,

MILLER ISAR, INC.

/s/ Andrew O. Isar
Andrew O. Isar

Advisors to
Origin Networks, LLC dba Infostructure

Attachments

Master Services Agreement

This **Master Services Agreement** (the "Agreement") is entered into on December 21, 2017 (the "Effective Date") by and between **Inteliquent, Inc.** (together with its affiliates providing the Services defined below, "Inteliquent" or "Carrier"), a Delaware corporation with its principal place of business located at 550 West Adams, Suite 900, Chicago, IL 60661 and Origin Networks, LLC, an Oregon limited liability company with its principal place of business located at 288 South Pacific Highway, Talent, OR 97540 (together with its affiliates, "Customer"). For purposes of this Agreement, Inteliquent and Customer are referred to individually as "Party" and collectively as the "Parties". Customer is responsible for the usage of its affiliates.

Background:

- A. Inteliquent provides various types of communications services as part of its suite of voice and text messaging products and solutions. Customer is also a provider of various types of communication services.
- B. The Parties desire that Inteliquent provide Customer with the Services more specifically described below.

Agreement:

Intending to be legally bound, the Parties agree as follows:

1. SERVICES

Pursuant to the terms herein, Inteliquent or one of its affiliates will provide and Customer will receive those services ("Services") set forth in and pursuant to any service schedule, exhibit or addendum (each, a "Service Schedule") attached hereto or subsequently added to this Agreement and incorporated herein. The Service(s) provided may be used only as expressly authorized under the applicable Service Schedule(s) by Customer, or any affiliate of Customer or any customer of Customer. The Parties agree that in the event of any conflict or inconsistency, the terms and conditions set forth in the Service Schedule(s) will prevail over the terms and conditions of this Agreement.

2. TERM

The term of this Agreement will commence on the Effective Date and remain in full force and effect for the longer of (i) two years or (ii) the date of expiration of the last surviving Service Schedule(s) entered into pursuant to this Agreement. Each Service Schedule(s) will remain in effect for the term set forth in the Service Schedule(s), unless earlier terminated as allowed in this Agreement or the applicable Service Schedule(s). Upon expiration of the term of a Service Schedule(s), the Service Schedule(s) will automatically continue on a month-to-month basis under the terms and conditions (including rates) then in effect, during which time either Party may terminate the Service Schedule(s) upon thirty (30) calendar days' prior written notice to the other Party. Inteliquent may also change the rates on 30 days' notice during any month-to-month term,

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unless a shorter period is set forth in the Service Schedule.

3. TERMINATION/ DEFAULT

3.1 Inteliquent may, without notice, discontinue Services, cancel an application for Services or terminate this Agreement or any Service Schedule without any liability for any of the following reasons: (a) Customer fails to pay any amount by the Due Date (defined below) and does not correct such failure within 5 days of receiving written notice, or failure to comply with any other material term or condition that is not corrected within 30 days of receiving written notice; (b) a violation by Customer of any law, rule or regulation of any governing authority having jurisdiction over the Services; (c) prohibition against Inteliquent furnishing the Services by any competent court or government authority; (d) for usage by Customer beyond the credit limit set by Inteliquent, if any, and Customer fails to provide within 2 days of receipt of written notice a security deposit in an amount requested by Inteliquent in its sole discretion; (e) Customer provides false or misleading credit information; or (f) Customer uses any Service(s) in such a manner as to interfere unreasonably with the use of Service(s) by other Inteliquent customers or authorized users.

3.2 Upon termination of this Agreement, all documentation, software, data and other materials of any kind belonging to Inteliquent in the Customer's possession and any copies thereof will be returned to Inteliquent or destroyed and certificated as such by an officer of the Customer.

4. RESPONSIBILITIES OF PARTIES

Inteliquent will provide, maintain and support the Service(s) at the price and terms set forth in the Service Schedule(s) related thereto. Customer will (i) pay all charges for the Service(s) set forth in the individual Service Schedule(s); (ii) provide documentation and information reasonably requested by Inteliquent necessary for the provision or use of the Service(s); (iii) provide reasonable cooperation to Inteliquent regarding the installation of any components as may be required for Inteliquent to interface to Customer's (or its third party customers') facilities, and any related modification to Customer's (or its third party customers') facilities or operations; (iv) obtain from any third party any authorizations, access to premises and other cooperation reasonably required by Inteliquent for the provision of the Service(s); (v) notify Inteliquent in writing at least ninety (90) calendar days in advance prior to any changes to any Customer (or its third party customers') equipment, software, operations, network components or procedures that would affect the operation, provision or use of Service(s); and (vi) report malfunctions of the Service(s) to Inteliquent as soon as reasonably practicable. If a certificated telecom carrier purchases Local Transit Services, such service may not be resold without Inteliquent's consent.

5. CHARGES FOR SERVICES

5.1 Customer will make all payments due to Inteliquent within thirty calendar days of the date of receipt of Inteliquent's invoice (the "Due Date"). If Inteliquent incurs any expenses in collecting payments due under this Agreement, including but not limited to reasonable attorney's fee or fees associated with a collection agency, Customer acknowledges and agrees that Customer is responsible for payment of such expenses. Fraud does not excuse Customer's payment obligations.

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5.2 If any undisputed amount due under this Agreement is not received by the applicable Due Date, in addition to its other remedies available hereunder, Inteliquent may in its sole discretion (i) impose a late payment charge of the lower of 1.5% per month or the highest rate legally permissible (such late charge will be payable upon demand by Inteliquent); and/or (ii) require the delivery of a security deposit, as a condition of the continued availability of the Services. Customer hereby authorizes Inteliquent to make any investigations of credit worthiness of Customer that Inteliquent deems necessary. Inteliquent may require a security deposit prior to commencing the provision of any Services. The charges set forth herein do not include any surcharges, fees, taxes or governmental charges and Customer will pay all these additional amounts, except to the extent a valid exemption certificate is provided to Inteliquent. Customer acknowledges and agrees that the treatment of some Services may change, and as a result, additional amounts, such as universal service fund charges, that may not apply on the Effective Date may subsequently apply.

5.3 If Customer wishes to dispute any charges due under this Agreement, Customer must do the following: (i) all disputes must be in writing and specifically identify the invoice and the amounts disputed; (ii) such written notice must be received by Inteliquent no later than 120 days after the applicable Due Date for the invoice that includes the disputed charges otherwise such invoice shall be deemed to be correct and binding upon Customer; and (iii) Customer may not withhold any amounts in dispute. Any amounts unpaid by Customer, included disputed amounts, are subject to any other remedies available to Inteliquent.

6. INTELLECTUAL PROPERTY

All right and title to, and interest in, the Service(s), and any software including all modifications, enhancements, improvements, alterations or updates, utilized by Inteliquent or licensed to Customer by Inteliquent to provide the Service(s) pursuant to this Agreement, belong to Inteliquent or the third party from whom Inteliquent procures software. Unless specifically stated in this Agreement or related Service Schedule(s), no licenses, expressed or implied, under any patents, copyrights, trademarks, or other tangible or intellectual property rights are granted by Inteliquent to Customer under this Agreement.

7. COMPLIANCE; DATA PROTECTION

7.1 Customer acknowledges and agrees that the services offered by Inteliquent are subject to: (i) compliance with all applicable laws and regulations; (ii) Inteliquent's tariffs filed and effective tariffs ("Tariff"), the general terms of which will also apply to all services provided under this Agreement; and (iii) any regulatory authorizations.

7.2 This Section applies to Data (defined below) under the relevant laws of the European Union ("EU") as adopted by the European Commission. Within this Section, the "Data Protection Legislation" collectively means Directive 95/46/EC, Directive 2002/58/EC and Regulation 2016/679, in each case as subsequently amended and as implemented in applicable national legislation in EU member states together with all subordinate legislation and regulatory guidance having the force of law. "Processor" and "Data" each have the meaning given to it under the Data Protection Legislation. Each Party will comply with the Data Protection Legislation to the extent such laws apply to a Processor. To that end, each Party has implemented an information security

program and such program will meet then-current industry standards. Data may only be processed for limited and specified purposes set forth in this Agreement. Except to the extent precluded by applicable law, each Party will promptly notify the other Party when the first Party discovers a Data breach that relates to Data provided to it by the other Party. The Party experiencing the breach will immediately take steps to address and correct any security failure that caused the breach.

8. EARLY TERMINATION

If Customer terminates this Agreement (or any Service Schedule) for its convenience or if Inteliquent terminates this Agreement (or any Service Schedule) pursuant to Section 3.1, the Parties acknowledge that Inteliquent's damages will be difficult to ascertain. Therefore, Customer agrees that as liquidated damages, and not as a penalty, the measure of Inteliquent's damages will be an amount equal to the average of all monthly amounts paid under the Service Schedule(s) being terminated in the six months (or the average of all monthly periods the Service Schedule has been in effect if less than six-months) before the termination became effective multiplied by the number of months remaining in the term of the applicable Service Schedule(s). Customer will promptly pay Inteliquent after receiving an invoice identifying the applicable amount.

9. DISCLAIMER OF LIABILITY

9.1 EXCLUDING PAYMENT AND INDEMNITY OBLIGATIONS, NEITHER PARTY NOR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR ASSIGNS, WILL BE LIABLE TO THE OTHER OR ANY THIRD PARTY, INCLUDING ANY CUSTOMERS OR END USERS, FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, OR FOR ANY LOST PROFITS, LOSS OF BUSINESS OR ANY OTHER PECUNIARY LOSS, ARISING IN ANY WAY OUT OF OR UNDER THIS AGREEMENT, WHETHER IN TORT, CONTRACT OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 IF INTELIGENT IS EVER HELD LIABLE IN RELATION TO THIS AGREEMENT AND WHETHER THE CLAIM IS UNDER CONTRACT, NEGLIGENCE OR ANY OTHER THEORY OF LIABILITY, INTELIGENT'S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO PROVEN DIRECT DAMAGES AND WILL NOT EXCEED THE GREATER OF (i) THE TOTAL AMOUNT INVOICED BY INTELIGENT FOR THE 3 MONTHS PRIOR TO THE EVENT OR EVENTS IN QUESTION; OR (ii) \$50,000.

10. DISCLAIMER OF WARRANTIES

INTELIGENT MAKES NO WARRANTY TO CUSTOMER, OR ITS CUSTOMERS, END USERS, OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES OR RESULTS, TITLE, NONINFRINGEMENT, QUIET ENJOYMENT OR QUIET POSSESSION AND ANYTHING PROVIDED OR USED UNDER, OR AS A RESULT OF, THIS AGREEMENT.

11. CONFIDENTIALITY

11.1 Except as provided below, the Parties will not, directly or indirectly, disclose any information concerning the other's business methods, customers or finances, or any other information which is disclosed to it by the other Party in connection with this Agreement, whether or not in writing and whether or not designated as confidential, without the prior written permission of the disclosing Party. The terms and conditions of this Agreement are deemed to constitute nonpublic information subject to the terms of this Section.

11.2 The receiving Party will only disclose information received from the other Party to its employees and contractors who have a need to know and who are bound by confidentiality obligations at least as strict as those contained in this Section.

11.3 The obligations of the Parties under this Section do not apply to any information that (i) as shown by reasonably documented proof, was in the other's lawful possession without restriction on use or disclosure prior to receipt thereof from the disclosing Party; or (ii) as shown by reasonably documented proof, was received by one Party in good faith from a third party not subject to a confidential obligation to the other Party and without breach of this Agreement; or (iii) now is or later becomes part of the public domain through no breach of a confidential obligation by the receiving Party; or (iv) is disclosed pursuant to a requirement imposed by a governmental agency or is otherwise required to be disclosed by operation of law (including stock market regulation), except that prior to any disclosure pursuant to this subsection, the receiving Party will notify the disclosing Party and provide it with an opportunity to participate in objecting to production of the information; or (v) was developed by the receiving Party independently from and without the developing person(s) having access to any of the information received from the other Party. Each Party acknowledges that any breach of its obligations under this Section will cause irreparable harm to the other for which its remedies at law will be inadequate and that, in the event of any such breach, the offended Party will be entitled to injunctive or comparable equitable relief (including without limitation, injunctive relief and specific performance) in addition to other remedies provided hereunder or otherwise available.

11.4 In addition:

- (i) neither Party will announce the execution of this Agreement without the consent of the other Party to this Agreement;
- (ii) neither Party will include the other Party's name in any advertising, sales promotion, or other publicity materials without prior written approval; and
- (iii) Inteliquent may include and publish Customer's name on Inteliquent's customer list without Customer's prior written approval for investor relations purposes; provided, however, that Inteliquent acts in accordance with sub-sections (i) and (ii) above.

12. INDEMNIFICATION

Customer agrees to defend, at its own expense, and indemnify and hold harmless Inteliquent and its subcontractors (collectively the "Inteliquent Indemnitees"), from and against any third party

claims, suits, damages and expenses asserted against or incurred by any of the Inteliquent Indemnitees arising out of or relating to: (i) Customer's use of any Services or related products, data and documentation provided to Customer hereunder, including where the same results in a violation of any law or regulation (e.g., the Telephone Consumer Protection Act); and (ii) Customer's connection of any Inteliquent product or service to any third party service or network, including without limitation, damages resulting from unauthorized use of, or access to, Inteliquent's network and (iii) Customer's Equipment (as defined below) or Tools and Applications (as defined below). Notwithstanding any other provision of this Agreement, Customer will pay all damages, settlements, expenses and costs, including costs of investigation, court costs and reasonable attorneys' fees and costs (including allocable costs of in-house counsel) incurred by Inteliquent Indemnitees as set forth in this Section, including, without limitation, reasonable attorneys' fees and costs (including allocable costs of in-house counsel) incurred in successfully enforcing the terms of this Agreement.

13. ON-LINE ACCESS AND APPLICATION TOOLS

13.1 Customer has the sole and exclusive responsibility for the installation, configuration, security (including firewall security), and integrity of all Customer facilities, systems, equipment, proxy servers, software, networks, network configurations and the like (the "Customer Equipment") used in conjunction with or related to the Service(s) provided by Inteliquent, including, without limitation, Customer's connectivity to any third party.

13.2 If Inteliquent grants Customer access, either by online access, by API or access by any other means, to a service ordering/management system and/or any other tools and applications or computer software in connection with the Service(s) or the use of any Service(s) (collectively, the "Tools and Applications"), the following apply:

(i) Subject to Customer's compliance with this Agreement, Inteliquent grants Customer a non-exclusive, non-transferable license to use such Tools and Applications solely in connection with Customer's use of the Service(s) during the term. Customer will not, directly or indirectly: (A) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Tools and Applications; (B) modify, translate or create derivative works based on the Tools and Applications; (C) rent, lease, distribute, sell, resell, assign, display, host, outsource, disclose or otherwise commercially exploit or otherwise transfer rights to the Tools and Applications or make the Tools and Applications available to any third party; (D) use the Tools and Applications for timesharing or service bureau purposes or otherwise for the benefit of a third party; (E) remove any proprietary notices or labels on any Tools and Applications; or (F) copy, reproduce, post or transmit any Tools and Applications in any form or by any means, including, without limitation, electronic, mechanical, photocopying, recording or other means.

(ii) The Tools and Applications are Inteliquent's (or its licensor's intellectual property). Nothing in this Agreement gives Customer any right or license to any Inteliquent intellectual property.

(iii) Customer is fully and exclusively responsible for all information accuracy, charges, costs, transactions, and activities conducted through or with such Tools and Applications. Customer is fully and exclusively responsible to safeguard, monitor, manage, and maintain access to the Tools and Applications, and to only allow authorized use of the Tools and Applications to persons that Customer designates. Customer retains full and sole responsibility for all charges for the Service(s) even if incurred in connection with fraud or unauthorized access.

14. ASSIGNMENT

Neither this Agreement nor any right or obligation hereunder may be assigned, delegated or otherwise transferred, in whole or part, by either Party without the prior express written consent of the other Party, except that either Party may assign this Agreement without consent to any affiliate or to any party acquiring substantially all of the assets to which this Agreement relates. Notwithstanding the foregoing, Customer's attempted assignment to an affiliate or a purchaser will be void if such party is not creditworthy.

15. NOTICE

All notices required under this Agreement will be given in writing and either hand delivered or delivered by a nationally recognized next business day courier, postage paid, to the following addresses:

Inteliquent
550 West Adams Street, Suite 900
Chicago, IL 60661
Attn: Legal Department

Origin Networks, LLC
288 South Pacific Highway
Talent, OR 97540
Attention: Jeff Rhoden

A copy of any notice to Customer that relates to a potential suspension or termination of Service will also be sent to the following email addresses:

jrhoden@infostructure.biz
rhodenjd@gmail.com
jramirez@infostructure.biz
billing@infostructure.biz
nrichey@infostructure.biz

Notices will be deemed received on the date of delivery or when delivery is refused. A Party may change its notice address using the notice procedures described in this Section.

16. FORCE MAJEURE

Other than payment, neither Party shall be liable under this Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, to the extent that the same is caused by any cause beyond that Party's reasonable control (a "force majeure event"). The Party experiencing the force majeure event shall use reasonable efforts under the circumstances to avoid, limit and remove such causes of nonperformance and

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shall proceed to perform with reasonable dispatch whenever such causes are removed or cease. Notwithstanding the foregoing, if a force majeure event results in an interruption of the Services for more than 30 consecutive days, the requesting Party may immediately thereafter terminate the affected Services by notice to the other Party and without liability for any early termination fee or charge, so long as such termination occurs prior to the cessation of the force majeure event.

17. MISCELLANEOUS

17.1. Independent Contractors: The Parties are separate and independent legal entities, and independent contractors as to each other and under this Agreement.

17.2 Severability: If any provision of this Agreement is invalid or unenforceable under applicable law, that provision will be ineffective only to the extent of such invalidity, without affecting the remaining parts of the provision or the remaining provisions of this Agreement. The Parties agree to negotiate any such invalid or unenforceable provision to the extent necessary to render such part valid and enforceable.

17.3 Applicability of Tariffs: Except as may be set forth herein, nothing modifies any Inteliquent tariff in any manner, which tariffs are incorporated herein to the extent required by law. Any AUP that may be posted applies to messaging and inbound TN services.

17.4 No Waiver: The failure of either Party to give notice of default or to enforce or insist upon compliance with any term or condition of this Agreement does not constitute a waiver of the default of any term or condition of this Agreement.

17.5 Survival: The Parties agree that those provisions of this Agreement that should survive its termination or expiration in order to effectuate the intentions of the Parties do extend beyond its expiration or termination.

17.6 Choice of Law: The Parties agree that this Agreement will be governed by, interpreted, and construed in accordance with the laws of the State of New York without regard to choice of law principles. Exclusive venue for any and all actions arising out of or related to this Agreement will be in the federal or state courts located in Cook County, Illinois.

17.7 Changes: No changes or modifications to these terms and conditions will be effective unless in writing signed by the Party against which enforcement is sought.

17.8 Disclosure of Customer Proprietary Network Information ("CPNI") and Other Information: The Parties acknowledge and agree that as between Inteliquent and Customer, Customer will have information related to the identity of the end users using any telephone numbers ("TNs") assigned to Customer under this Agreement or other CPNI. In the event that Inteliquent receives complaints or information requests from governmental agencies or third parties regarding TNs assigned to Customer or Customer's use of the Services, Customer consents to the release of CPNI and other information associated with Customer such that the complaining party will directly contact Customer concerning such complaint. Customer acknowledges and agrees that in the event that Inteliquent receives any such complaints or requests, it can reveal

Customer's CPNI and other information so as to allow the complaining party to directly contact Customer to resolve any such matters.

17.9 Change in Law: If any federal, state or local statute, rule, order, regulation or order by a court of law or regulatory authority, ILEC tariff change, or anything similar to the foregoing effects a change (a "Change in Law") which has a material adverse impact upon either Party under this Agreement, then the Parties will use reasonable efforts to revise this Agreement so that such Party is no longer impacted in a material adverse fashion and preserves, to the maximum extent possible, the respective positions of the Parties. If the Parties are unable to agree upon revisions to this Agreement in accordance with the above, then the Party impacted in a material adverse manner shall have the right, at its sole discretion, to cease performance of the obligation(s) that is materially and adversely affected upon prior written notice.

18. MISCELLANEOUS

This Agreement, is the complete agreement of the Parties and supersedes any prior agreements or representations, whether oral or written, with respect to the subject matter of this Agreement. This Agreement may be executed in counterparts, each of which when executed and delivered will be an original, but all of which will constitute one and the same instrument. Facsimile or electronically reproduced signatures will be treated as original ink signatures for all purposes.

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

Origin Networks, LLC

By: _____

Name: _____

Title: _____

Inteliquent, Inc.

By: _____

Name: _____

Title: _____

DocuSigned by:

Brett Scorza

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LTS Service Order - Pricing Attachment Sheet

Service Description and Pricing for Infostructure

Valid for the markets set out below.

If this Service Order provides rates for new markets, this Service Order will be effective on the date it is executed by Customer and returned to Carrier.

If this Service Order is for rate changes to existing markets, this Service Order will be effective on the first day of the first monthly billing cycle after it is executed by Customer and returned to Carrier. Monthly billing cycles start on the 25th day of the month. For purposes of illustration, if Customer signs and delivers a service order on April 19th, the service order would be effective on April 25th.

Local Transit Service

Inteliquent's Local Transit Service ("LTS") is defined as a local, intraMTA or intraLATA call that originates from Customer (in its capacity as a local service provider (LSP)) and terminates to authorized NPA/NXXs or other codes of carriers with which Carrier is directly connected ("Authorized Codes"). Carrier will provide Customer with a list of Authorized Codes, which it may update from time to time (the operations team may sometimes call the Authorized Code list "Routing Orders"). For clarity's sake, LTS traffic includes calls delivered to Carrier's numbers that Carrier has assigned to third parties such as conference bridges, calling card platforms or VoIP providers. All transit charges below are charged to Customer. No fees will be paid by Carrier for any terminating transit traffic.

Recurring Charges

Local Transit Service

Local Transit Rate
(per minute of use)*

See Routing Order

See Routing Order

*If Customer routes to Carrier any interMTA or interLATA traffic or any traffic not destined to Authorized Codes, Customer will pay Carrier the following applicable rate:

<u>Group</u>	<u>Rate per minute of use</u>
Wireless/PCS	\$ 0.0000
CLEC/RBOC	\$ 0.0000
Other/ILEC	\$ 0.0000

Optional LNP Query Charges

Per LNP Query

Per Query

\$~~0.0000~~

Non-Recurring Charges

Service Order Fee

~~\$1,000~~ (Waived for Length of Term)

Reconfiguration Charge

~~\$1,000~~ (Waived for Length of Term)

Install Charge

~~\$1,000~~ (Waived for Length of Term)

Dedicated Transport Charges

Per DSI (1st Five Miles)

~~\$1,000~~ (Waived for Length of Term)

Per DSI (Each Add'l Mile)

~~\$1,000~~ (Waived for Length of Term)

Trunk Group (1st Two Trunk
Groups per Cust. switch)

~~\$1,000~~ (Waived for Length of Term)

Each Add'l Trunk Group

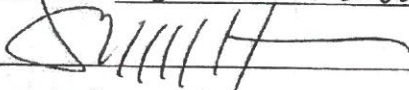
~~\$1,000~~ (Waived for Length of Term)

Notwithstanding any provision to the contrary, Carrier may change the above rates on 30 days notice to Customer.

Customer Information:

ORIGIN NETWORKS, LLC

Signature:



Name:

JEFF RHODES

(Printed)

Title:

MANAGING PARTNER

Date:

1/4/18

DocuSigned by:

Bruce Scorsone

Inteliquent, Inc. acceptance signature:

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Offer expires thirty (30) days from the date listed on the Service Order.

Service Schedule Local Connect Services

Under this Service Schedule and the terms of the Master Services Agreement ("MSA") dated December 21, 2017 between Origin Networks, LLC ("Customer") and **Inteliquent, Inc.** ("Carrier"), Customer will receive and Carrier will provide Local Connect Services (as more specifically described below, the "Services"). In the event of a conflict between a term in this Service Schedule and a term in the MSA, the term in this Service Schedule will govern with respect to the Services. The definitions in the MSA apply to any term that is not defined in this Service Schedule. This Service Schedule is effective on December 21, 2017 ("Effective Date").

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

2. The Services; and Certain Definitions.

2.1 For the purposes of this Service Schedule:

- a. "Host Switch" has the meaning defined in the next paragraph.
- b. "ILEC" means an Incumbent Local Exchange Carrier.
- c. "Inbound Traffic" means Local Traffic, Local Transit Traffic and Switched Access Traffic.
- d. "IXC" means an Inter-exchange Carrier
- e. "Local Traffic" means calls that Carrier receives from the ILEC over its local trunks with the applicable ILEC. "Local Traffic" includes traffic originating from a third party that the ILEC treats as local transit traffic.
- f. "Local Transit Traffic" means calls that that Carrier receives over its local transit service trunks from an On-net carrier. "Local Transit Traffic" excludes Local Traffic.
- g. "Off-net carrier" or "Off-net IXC carrier" means a third party carrier to which Carrier is not directly connected.
- h. "On-net carrier" or "On-net IXC carrier" means a third party carrier to which Carrier is directly connected.
- i. "Switched Access Traffic" means InterLATA or IntraLATA toll calls terminating to Customer via Carrier's FGD tandem.
- j. "Telecommunications Service Provider" or "TSP" means an entity that provides communications services directly to its own end users. TSPs do not offer wholesale telecommunications services to other TSPs or communications providers.

2.2 Customer will use Carrier's interconnection trunks to the applicable ILECs by populating Carrier's switch (the "Host Switch") as the 'Actual SW ID' in the LERG for Customer's NPA/NXX's for the purpose of receiving:

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

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

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

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

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

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

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

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

5. Term: The initial term of this Service Schedule will commence on the Effective Date and expire two years thereafter. The initial term will automatically renew for successive monthly periods, unless either Party sends written notice of non-renewal at least 60 days prior to the end of the initial term or any renewal term. Notwithstanding the foregoing, Customer may terminate this Agreement on 30 days' notice if Carrier exercises its right to adjust the rates and fees (as set forth in Section 6 or in Exhibit 1).

6. Monthly Charges. In exchange for the Services, Customer will pay the charges set forth on Exhibit 1. Carrier may adjust the prices by providing Customer with 30 days' prior written notice.

7. Customer Responsibilities.

7.1 Customer will: (a) (i) enter into and maintain any interconnection agreements or traffic exchange documents required by ILECs serving the local calling area in which the Host Switch is located or (ii) operate in connection with this Service Schedule as an interconnected VoIP provider (as defined by the FCC in 47 C.F.R. § 9.3) to which telephone numbers have been assigned, (b) meet all 911 requirements, including 911 interconnections or waivers, (c) meet any local number portability (LNP/LRN) requirements, (d) obtain a POI CLLI (common language location identifier) code in the serving LATA to home its NPA/NXX's, (e) populate Carrier's end-office switch in the LERG as the 'Actual SW ID' for purposes of receiving Local Traffic and Local Transit Traffic over the ILEC interconnection trunks and populate Carrier's access tandem as the originating and terminating FGD Tandem in the LERG with an effective date that has been agreed to by Carrier, and (f) meet any other responsibility normally associated with operating as a facilities based local service provider in the state in which the Host Switch is located.

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

7.3 Customer understands that when it obtains the Services from Carrier in a market, Customer will be exclusively using Carrier (and no other party) to provide the Services in such market. This exclusivity is by design due to the LERG changes that will be made in order to facilitate the Local Connect Services product.

7.4 All third-party Inbound Traffic destined to telephone numbers associated with the Service must be delivered through Inteliquent with the following exception: Customer may enter into agreements with TSPs for such TSPs' third-party Inbound Traffic to be delivered to Customer.

8. Carrier Responsibilities. If applicable, Carrier will provide Customer with a letter of authorization (LOA) allowing Customer to use Carrier's Host Switch as the Actual Switch in the LERG. Upon the completion of installation and testing of interconnection facilities and implementation of the Services using a Host Switch in a LATA, Carrier will notify Customer, in writing or email, that the Service is available for use.

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

10. Violations. If Customer violates the no wholesale provision set forth in Section 1, Carrier may (a) terminate this Service Schedule without any liability by providing Customer with 30-days written notice; or (b) charge Customer a TN fee of \$~~200~~ per TN (which Customer agrees to pay) for all TNs used for wholesale customers (retroactive to the date of initiation of service).

Origin Networks, LLC


Signature

JEFF RHODEN
Name (Printed)

MANAGING PARTNER
Title

Inteliquent, Inc. acceptance
signature:

DocuSigned by:

Brett Scorpa

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**Exhibit 1
Pricing**

A. Per Minute Fee

ILEC Region	Local Traffic (non-Transit)	Local Transit Traffic	Switched Access Traffic
	Per Minute Rate	Per Minute Rate	Per Minute Fee
Verizon	\$0.0000	\$0.0000	\$0.0000
Frontier, formerly Verizon CA/FL only	\$0.0000	\$0.0000	\$0.0000
CenturyLink, legacy Qwest and Embarq only	\$0.0000	\$0.0000	\$0.0000
AT&T excluding Southwestern Bell	\$0.0000	\$0.0000	\$0.0000
AT&T Southwestern Bell	\$0.0000	\$0.0000	\$0.0000
Other Regions	\$0.0000	\$0.0000	\$0.0000

B. Interconnection Fees

Interconnection Type	SIP Session Fee
If the parties interconnect using public IP transport	\$0.0000 / SIP Session / month

C. Port-Out of Inteliquent Telephone Numbers

Port-Out of Inteliquent TNs	Port-Out Fee
Port-Out of existing Inteliquent TNs to Customer OCN and Port-Out of TNs associated with the Service to any other carrier and remaining under Customer's control	\$0.0000 per TN

D. Monthly Minimum Usage Fee

Monthly Minimum Fee		
Monthly Minimum Fee	In the first full calendar month, after the Ramp Period, Customer will be billed the greater of the Monthly Minimum Fee or its monthly fees for all services provided under the MSA	\$0.0000
Ramp Period	Period after the after the Effective Date, during which the Monthly Minimum fee will be waived	\$0.0000

Service Schedule Outbound Access Service

Pursuant to Customer's Master Service Agreement ("MSA") with Carrier and this Service Schedule, Customer hereby subscribes to Inteliquent's Outbound Access Service, which is an originating switched access service for traffic to be delivered to an Interexchange Carrier ("IXC").

Customer will deliver to Carrier traffic that is destined for the network of an IXC because the IXC has been selected as the Primary Inter-exchange Carrier for the call or the call is destined for a toll-free subscriber that is an IXC end-user ("Outbound Traffic"). Carrier will deliver the Outbound Traffic to the IXC, which will then route the traffic as appropriate.

Facilities

Carrier will be responsible for the transport facilities for Outbound Traffic from Customer's switch to Carrier's tandem switch. The parties will determine during the implementation process whether separate trunk groups will be required for Outbound Traffic.

Payment

- Customer will not invoice Carrier any amounts related to Outbound Traffic (including where Carrier is the IXC).
- Carrier will invoice the IXC appropriate originating switched access charges for Outbound Traffic.
- For each monthly billing cycle, Customer will receive a usage based port recovery credit (the "PRC") equal to the amount set forth below per each minute of Outbound Traffic delivered to Carrier by Customer in such monthly billing cycle (as determined by the region in which the applicable Incumbent Local Exchange Carrier operates). Payment of the PRC will only be made to the extent the IXC pays Carrier its applicable originating tandem access charges.

ILEC Regions	Usage Sensitive Port Recovery Credit (per minute)
CenturyLink (Qwest)	\$0.0000
Default (all other areas)	\$0.0000

- The PRC will be paid by check or electronically (pursuant to instructions provided by Customer). Carrier may change the PRC by providing Customer with seven days' written notice.
- Customer will continue to charge the IXC the same tariffed end-office switched access rates that it would charge the IXC if Customer delivered the Outbound Traffic using the ILEC as the tandem provider instead of Carrier.

Additional Terms and Conditions

- The initial term of this Service Schedule will start on the date set forth below and expire 12 months thereafter. The term will automatically renew for successive monthly periods, unless terminated by written notice provided by either party to the other no less than 30 days prior to the end of the initial term or any renewal term. If the initial or renewal term of this Service Schedule remains in effect after the expiration or termination (by notice of non-renewal) of the MSA, the terms of the MSA and this Service Schedule will continue to apply with respect to the Outbound Traffic delivered herein.
- Notwithstanding the foregoing, Carrier may terminate its receipt of the affected Outbound Traffic under this Service Schedule by providing written notice to Customer if Carrier is

unable to collect any amounts it invoices to the IXC associated with such traffic or if the IXC refuses to accept such traffic.

- If Customer delivers Outbound Traffic to Carrier with the 8YY query already performed or otherwise knows the Carrier Identification Code (CIC) of the applicable IXC, then Customer may only deliver Outbound Traffic to Carrier that is destined for IXC's with CICs that have been authorized by Carrier in advance.
- If Customer is directly connected to an IXC in a market, Carrier will be Customer's second choice in its routing tables for Outbound Traffic to that IXC in such market.

Change in Law

If any federal, state or local statute, rule, order, regulation or order by a court of law or regulatory authority, ILEC tariff change, or anything similar to the foregoing effects a change (a "Change in Law") which has a material adverse impact upon either party under this Service Schedule, then the parties will use reasonable efforts to revise this Service Schedule so that such party is no longer impacted in a material adverse fashion and preserves, to the maximum extent possible, the respective positions of the parties. If the parties are unable to agree upon revisions to this Service Schedule in accordance with the above, then the party impacted in a material adverse manner shall have the right, at its sole discretion, to cease performance of the obligation(s) that is materially and adversely affected upon prior written notice. The parties agree that any Change in Law that decreases the switched access charge(s) that Carrier may invoice an IXC will impact Carrier in a material adverse fashion and entitle it to invoke the operation of this Section.

Customer Information

ORIGIN NETWORKS, LLC
Corporate Name

[Signature]
Customer Signature

JEFF RHODEN
Name (Printed)

MANAGING PARTNER
Title

1/4/18
Date

Inteliquent, Inc. acceptance
signature:

DocuSigned by:

Brett Scorza

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