

**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554**

In the Matter of Apeiron Systems, Inc.            ) WC Docket No. 17- \_\_\_\_\_  
For Authorization to Obtain Numbering        )  
Resources Pursuant to Section 52.15(g) of    )  
The Commission's Rules                         )

**APPLICATION OF APEIRON SYSTEMS, INC.  
FOR AUTHORIZATION TO OBTAIN NUMBERING RESOURCES**

Apeiron Systems, Inc. (“Apeiron”), pursuant to Section 52.15(g)(3)(i) of the Commission’s Rules, respectfully requests authorization to obtain numbering as described below. Under the Commission's *Numbering Order*,<sup>1</sup> an interconnected VoIP provider may obtain numbering resources from the Numbering Administrator upon a showing that it is authorized to provide service in the area for which the numbering resources are requested. Such authorization may be obtained upon an application to the Commission containing the information detailed in Section 52.15 (g)(3)(i)(A)- (G) of the Commission’s Rules. Apeiron hereby requests the Commission grant it that authorization. In support of this application, Apeiron provides the following information:

**I. INFORMATION REQUIRED BY SECTION 52.15(g)(3)(i)**

A. § 52.15(g)(3)(i)(A)

Name: Apeiron Systems, Inc.  
Address: 2629 Manhattan Ave. #166  
City: Hermosa Beach, California  
State: California  
ZIP Code: 90254  
Telephone: 888 273-4766

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<sup>1</sup> *Numbering Policies for Modern Communications*, FCC 15-70 (rel. June 22, 2015).

Contact for Regulatory Requirements, Compliance, 911 and Law Enforcement:

Name: Josh Ploude, President

Address: 2629 Manhattan Ave. #166

City: Hermosa Beach, California

State: California

ZIP Code: 90254

Telephone: 888 273-4766

Fax: 888 273-4766

Email: jp@apeironsys.com

B. § 52.15(g)(3)(i)(B)

Apeiron hereby acknowledges that authorization to obtain numbering resources under Section 52.15(g) of the Commission's Rules is subject to compliance with applicable Commission numbering rules as well as to the numbering authority delegated to the states. The Company hereby also acknowledges that this authorization is subject to compliance with industry guidelines and practices regarding numbering, as applicable to telecommunications carriers. The numbering resources that are the subject of this Application will be used to provide interconnected VoIP services initially in California, New York, Texas, Virginia and Indiana.

C. § 52.15(g)(3)(i)(C)

Apeiron acknowledges that it must file requests for numbers with the relevant state commission(s) at least 30 days before requesting numbers from the Numbering Administrators.

D. § 52.15(g)(3)(i)(D)

Apeiron hereby sets forth its capability to provide service within 60 days of the numbering resources activation date. Apeiron is a recently-established interconnected VoIP provider messaging and network services to businesses located in the United States. Apeiron has approximately 2000 customers that range from residential end users to small, medium and large businesses. The Company was founded by an experienced telecommunications professional, and

has an agreement in place with a competitive local exchange carrier, Inteliquent, to route traffic to the incumbent carriers. Apeiron will interconnect with and broadcast Inteliquent's tandem platforms for the purposes of managing all codes assigned Apeiron OCNs. The agreement demonstrating the access to this platform and capability is attached to this application as Exhibit A.

Apeiron has also entered into agreements and achieved full OSS integration with four carriers for access to DIDs: Inteliquent, Verizon, bandwidth.com, and Windstream. With these agreements in place, the carriers will provide PSTN connectivity for inbound calls to these numbers. Due to their large size, Apeiron provides the following link to the current interconnection agreements between Inteliquent and ILECs in California, New York, Texas, Virginia and Indiana:

<https://drive.google.com/open?id=0BwaTVQGw8AJLN183UEltajg0NHc>.

In addition, Apeiron has developed an integrated back office support system with the ability to schedule and process Local Number Portability orders from customers, and has staff experienced in handling LNP between itself, other carriers and interconnected VoIP providers. Apeiron has also entered into a contract with Neustar for LNP services attached as Exhibit B.

E. § 52.15(g)(3)(i)(E)

Apeiron hereby certifies that it will comply with its Universal Service Fund contribution obligations under 47 CFR part 54, subpart H, its Telecommunications Relay Service contribution obligations under 47 CFR § 64.604(c)(5)(iii), its North American Numbering Plan and Local Number Portability Administration contribution obligations under 47 CFR §§ 52.17 and 52.32, its obligations to pay regulatory fees under 47 CFR § 1.1154, and its 911 obligations under 47 CFR part 9.

F. § 52.15(g)(3)(i)(F)

The Company certifies that it has the financial, managerial, and technical expertise to provide reliable service. It is financially stable, led by a strong, experienced management team with substantial managerial experience in the telecommunications industry, and has sufficient technical expertise and infrastructure in place to provide reliable numbering services. Apeiron's key management and technical personnel are listed below. None of the identified personnel are being or have been investigated by the Commission or any law enforcement or regulatory agency for failure to comply with any law, rule, or order.

Key Personnel:

President and CEO – Josh Ploude

Josh Ploude is the President and CEO of Apeiron. Josh has been responsible for building local interconnection networks and CLEC facilities since 2001 and has assisted more than 5 CLECs to integrate NANPA & National Pooling assigned numbers to their OCNs across the country. Josh's experience is as follows:

1999-2005 - CTO of PCS1/Datavo - A facilities-based CLEC serving a California-wide footprint.

2006-2010 - President/CEO of Ethos Communications - a consultancy helping CLECs and ISPs with operational and technology development

2010-2014 - CTO of TNCI - A facilities-based CLEC & ISP serving a 48 state footprint

2014-Present - Founder & President of Apeiron Systems

CTO – Slava Yanson

As CTO of Apeiron, Slava has overseen the development of all of the company's software and operational infrastructure. Apeiron's business is built on an industry leading BSS/OSS. Slava has been responsible for this software platform and its integration to the network and external partners enabling a fully automated communications orchestration capability that plays a vital role in Apeiron's products.

Slava's experience is as follows:

2012–2014 – Infrastructure Architect for Grail – news feed and video content aggregation and distribution platform.

2010–2012 – CTO & President of Killer Beaver – Software and Business Process Consultancy delivering scalable and automated solutions for clients of the company

2008-2010 – CTO of OneCubicle - Social collaboration and job search platform for college graduates.

2006–2008 – Senior Framework Architect at Wiredrive - Cloud-media sharing platform for advertising, entertainment and consumer marketing companies.

G. § 52.15(g)(3)(i)(G)

Apeiron hereby certifies that no party to this application is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862.

## **II. ACKNOWLEDGEMENT OF CONDITIONS IN SECTION 52.15(g)(3)(iv)**

As required by Section 52.15(g)(3)(iv), Apeiron will maintain the accuracy of all contact information and certifications in this application, and will file a correction with the Commission and each applicable state within 30 days of any changes. Apeiron will also furnish accurate regulatory and numbering contact information to each state commission when requesting numbers in that state.

## **III. CONCLUSION**

Pursuant to Section 52.15(g)(3)(i) of the Commission's Rules, Apeiron Systems, Inc. respectfully requests the Commission grant this application for authorization to obtain numbering resources.

Respectfully submitted,

**APEIRON SYSTEMS, INC.**  
through counsel,

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Kristopher E. Twomey

Law Office of Kristopher E. Twomey, P.C.  
1725 I Street, NW, Suite 300  
Washington, DC 20006  
202 681-1850  
kris@lokt.net

Date: July 28, 2017

Exhibit A

Inteliquent-Apeiron Systems, Inc. Master Service Agreement

This MASTER SERVICE AGREEMENT (the "Agreement") is entered into on September 21, 2015 by and between Inteliquent, Inc. (together with its affiliates providing Services, "Carrier"), a Delaware corporation with its principal place of business located at 550 West Adams, 9<sup>th</sup> Floor, Chicago, IL 60661 and Apeiron Systems, Inc., a Nevada Corporation with its principal place of business located at 2629 Manhattan Ave, #166, Hermosa Beach, CA 90254 (together with its affiliates, "Customer"). For purposes of this Agreement, Carrier and Customer are referred to individually as a "Party" and collectively as the "Parties". Customer is responsible for the usage of its affiliates.

#### Services

Pursuant to the terms herein, Carrier or one of its affiliates will provide and Customer will receive those services ("Services") set forth in any service order ("Service Order") attached hereto or subsequently added to this Agreement and incorporated herein. The Services that may be provided hereunder include but are not limited to:

- (i) local transit services ("Local Transit Service");
- (ii) voice all in termination service ("AIA Service");
- (iii) international voice services;
- (iv) originating and/or terminating access services; and
- (v) gateway tandem services.

The Services can only be terminated to third party carriers designated by Carrier. Customer acknowledges and agrees that the Services shall be offered by Carrier subject to: (i) compliance with all applicable laws and regulations; (ii) Carrier's intrastate transit tariffs, access tariffs and any other filed and effective tariffs ("Tariff"), the general terms of which shall also apply to all Services provided under this Agreement; and (iii) any regulatory authorizations.

#### Term

The term of this Agreement shall be for one year[s] and will automatically renew for successive one year periods, unless terminated by written notice provided by either Party to the other no less than 90 days prior to the end of the initial term or any renewal term.

#### Post Contract Period

Upon the expiration or termination of this Agreement for any reason, Customer will maintain the existing interconnections for the purpose of receiving terminating Local Transit Service traffic from Carrier. The terms of this Agreement applicable to Customers' acceptance of terminating traffic from Carrier will continue to apply until such time as a successor agreement becomes effective. The Parties in good faith will attempt to resolve all outstanding issues in the renegotiation of a successor agreement. However, if the Parties are unable to come to a resolution of certain issues during the renegotiation process, either Party may at any time request arbitration, mediation or assistance from the applicable state public utilities/services commission or, if applicable, the Federal Communications Commission, to resolve the remaining issues, in accordance with the applicable commission's procedures.

#### Rates

The initial rates provided to Customer are set forth in the applicable attached Service Order. As the Parties agree to additional Services Orders to cover new markets or new or additional services, such Service Orders will be attached hereto and incorporated herein. The rates set forth in such Service Orders for Local Transit Services will not increase during the initial term of this Agreement. The rates set forth in the Service Orders for all other Services are subject to change as follows.

For all other Services, Carrier may send pricing update(s) to Customer that either establish rates for new NPA-NXXs or revise previously agreed upon rates. Additional terms related to the provision of periodic pricing updates may be set out in the Service Order(s).

#### Cancellation/Default

Carrier may, without notice, discontinue Services or cancel an application for Services without any liability for any of the following reasons: (a) non-payment by Customer that is not corrected within 5 days' of receiving written notice, or the 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 Service; (c) prohibition against Carrier furnishing the Services by any competent court or government authority; (d) for usage by Customer beyond the credit limit set for Customer, if any, and Customer fails to provide payment of the amount due above the credit limit or a security deposit in an amount requested by Carrier in its sole discretion; (e) if Customer provides false or misleading credit information; or (f) if Carrier determines that the Customer has manipulated, changed, or in anyway modified traffic line records, including the Calling Party Number (CPN) or Automatic Number Identification (ANI).

#### Payment and Billing

Customer shall make all payments due in United States Dollars within thirty calendar days of the date of Carrier's invoice ("Due Date"). If any undisputed amount due under this Agreement is not received by the Due Date, in addition to its other remedies available hereunder, Carrier may in its sole discretion: (a) impose a late payment charge of the lower of 1.5% per month or the highest rate legally permissible (such late charge shall be payable upon demand by Carrier); and/or (b) require the delivery of a security deposit, as a condition of the continued availability of the Services. Customer hereby authorizes Carrier to make any investigations of credit worthiness of Customer that Carrier deems necessary. The charges set forth in any Service Order do not include any taxes or governmental charges. Customer will pay all these additional amounts, except to the extent a valid exemption certificate is provided to Carrier.

#### Customer Obligations

Customer agrees that it will: (a) not wholesale Carrier's Local Transit Service in any manner without prior written consent; (b) allow Carrier to share necessary Customer information with other customers for the sole purpose of providing Service; (c) use Carrier service in accordance with all applicable laws and regulations; (d)(f) accept terminating traffic from Carrier for all telephone numbers assigned to Customer within 30 days of

notice from Carrier that the connection with Carrier is operational; and (ii) maintain and add additional facilities to sufficiently trunk the network for traffic volumes; (e) terminate only authorized Services, as defined in Carrier Tariffs, and shall not terminate non-authorized traffic to Carrier, including, but not limited to: 911, 811, 411, 976, 311, 611, 500, 950, 700, Directory Assistance, 0+ local, or any other call type listed in the Tariff; and (f) not change, manipulate, or in any way modify traffic line records, including the CPN or ANI) and that it will pay the highest tariff rate if determined by Carrier if such has occurred.

Customer will give Carrier ninety (90) days written notice before implementing Local Transit Service routing changes that reduce the amount of Local Transit Service traffic Customer sends to Carrier.

Customer will indemnify Carrier against any and all charges levied by any third party telecommunications provider in connection with Local Transit Services, including any termination charges related to Customer's Local Transit Services traffic, and any attorney's fees and expenses. Customer and Carrier will bill their respective portions of the charges directly to originating providers, and neither the Customer nor Carrier will be required to function as a billing intermediary, e.g. clearinghouse. Customer agrees not to charge Carrier for interconnection associated with this service, including port cost, termination charges, access charges or installation fees, or for any third-party originated or terminated traffic sent between Customer and Carrier.

Customer agrees to keep this Agreement together with any Service Orders confidential and not to disclose the pricing or other terms to any third party.

**Disputes**

If notice of a dispute as to charges is not received in writing by Carrier, within sixty (60) days after the date of invoice, such invoice shall be deemed to be correct and binding upon Customer. If Customer disputes and does not pay any portion of a Carrier invoice, Customer must timely pay the undisputed portion of the invoice and submit a written claim for the disputed amount by the Due Date.

**Changes**

No changes or modification to these terms and conditions shall be effective unless agreed to by a duly authorized officer of Carrier either by initials or by proper amendment.

**DISCLAIMER OF LIABILITY**

EXCLUDING INDEMNITY OBLIGATIONS, NEITHER PARTY, NOR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR ASSIGNS, SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY, INCLUDING THEIR OWN CUSTOMERS OR END USERS, FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, 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.

**DISCLAIMER OF WARRANTIES**

CARRIER MAKES NO WARRANTY TO CUSTOMER, OR TO ITS OWN 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.

**Independent Contractor**

The Parties are separate and independent legal entities, and independent contractors as to each other. Nothing contained in this Agreement shall be deemed to constitute either Party an agent, representative, partner, joint venturer or employee of the other Party for any purpose.

**Assignment**

Neither Party may assign or otherwise transfer all or a portion of its rights or obligations under this Agreement without prior written consent of the other Party, which consent shall not be unreasonably conditioned, withheld or delayed, except that either Party may assign this Agreement without consent to any affiliate or any party acquiring substantially all the assets of the Party. Notwithstanding the foregoing, Customer's attempted assignment to an affiliate or a purchaser will be void if such party is not creditworthy.

**Notice**

All notices required under this Agreement shall be given in writing and either hand delivered or delivered by a nationally recognized overnight courier, postage paid, to the addresses set forth:

If to Carrier:

Inteliquent  
550 West Adams Street  
9<sup>th</sup> Floor  
Chicago, Illinois 60661  
Attn: Legal Department

If to Customer:

Apeiron Systems, Inc.  
2629 Manhattan Ave. #166  
Hermosa Beach, CA 90254  
Attn: Legal Department

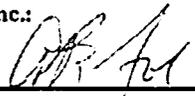
Notices will be deemed received on the date of hand delivery or one day after being deposited with a nationally recognized overnight courier, postage paid.

**Miscellaneous**

If any provision of this Agreement is invalid or unenforceable under applicable law, that provision shall 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. If Carrier makes any changes to the Tariff that affects Customer in a material and adverse manner, Customer, as its sole remedy, may discontinue the affected Service without liability by providing Carrier with written notice of discontinuance within sixty (60) days of such change and by paying all charges incurred up to the time of Service discontinuance. The Parties agree that this Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of New York without regard to choice of law principles. The Tariff is available at: [www.inteliquent.com](http://www.inteliquent.com). 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 shall not constitute a waiver of the default or of any term or condition of this Agreement. This Agreement comprises the complete and exclusive statement of the agreement of the parties and supersedes all previous statements, representations, and agreements, oral or written, concerning the subject matter hereof.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Master Service Agreement as of the day, month, and year last set forth below.

**Inteliquent, Inc.:**

  
\_\_\_\_\_  
Signature  
Arthur Fox  
\_\_\_\_\_  
Name  
V.P. Sales  
\_\_\_\_\_  
Title  
9/24/15  
\_\_\_\_\_  
Date

**Customer:**

  
\_\_\_\_\_  
Signature  
Joshua Ploude  
\_\_\_\_\_  
Name  
President  
\_\_\_\_\_  
Title  
09-21-2015  
\_\_\_\_\_  
Date

**AIA Service Order  
for:**

Apeiron Systems, Inc.

Pursuant to the terms and conditions of Customer's MSA with Inteliquent and this Service Order, Customer hereby subscribes to Inteliquent's AIA Service (the "Service"), which, as may be defined on [www.inteliquent.com](http://www.inteliquent.com) (the terms of which, when posted and as modified from time to time thereafter, are incorporated herein), is an inter-market termination service for traffic to authorized NPA-NXX codes.

This Service Order supersedes any prior Service Order for National Transit Service between the parties.

**1. Definition of "AIA Traffic":**

AIA Traffic means interLATA or interMTA voice traffic. Traffic that is jurisdictionally indeterminate will be treated as interLATA or interMTA traffic, as applicable.

**2. Termination of Originating AIA Traffic to Certain Carriers:** Customer will deliver to Carrier originating AIA Traffic for termination to authorized NPA-NXXs. Carrier will route such traffic to the carriers to which the authorized NPA-NXXs have been assigned (for termination to the appropriate subscriber). Carrier will provide Customer with a then-current list of authorized NPA-NXXs available for termination of AIA Traffic, as may be updated by Carrier from time to time.

If Customer routes to Carrier any traffic not destined to authorized NPA-NXXs, Customer will pay Carrier a rate of \$0.04 per minute of use.

**3. Facilities:** Interconnection points onto Carrier's AIA Service are currently available using TDM Trunking, IP Trunking (Dedicated Ethernet Connection via SIP interface), or Virtual IP Trunking (public Internet access). Customer selects the following method and will pay the associated charges:

Facilities Method <sup>1</sup>	Concurrent Session Fee - MRC	NRC
Public IP Access	(Waived)	(Waived)

<sup>1</sup> Customer is responsible for obtaining and paying for the transport facility to interconnect with Carrier (e.g., from Customer's switch to Carrier's switch). Carrier has no responsibility for any service problems related to the above transport facility. If Customer subscribes to other services provided by Carrier under separate Service Order, Customer will route AIA Traffic to Carrier over trunk groups separate from those used to transport the traffic associated with the other services.

**4. Termination and Other Charges:**

- The minutes of use charges for the Services will be set forth on a pricing sheet provided to Customer. The charges for additional services are identified in the pricing schedule set forth at the end of this Section. Customer will pay these charges pursuant to the terms of the MSA.
- Charges are billed in six second increments, except for calls to Canada, which are billed in one second increments.
- Carrier will periodically send Customer rate and/or routing code (NPA-NXXs) updates via electronic transmission of an Excel spreadsheet.
- Price increases applicable to existing NPA-NXXs are effective upon seven days written notice; price decreases applicable to existing NPA-NXXs are effective immediately.
- When new NPA-NXXs are delivered to Customer, pricing associated with these new NPA-NXXs is effective immediately.
- Deletions of existing NPA-NXXs are effective immediately.
- Customer's termination of traffic to the authorized NPA-NXXs, including any updates thereto, confirms Customer's acceptance of any new or revised rates and routing codes.

**Confidential**

- If Customer chooses not to accept any revised or new rates or routing codes, Customer agrees not to send traffic terminating to the affected NPA-NXXs.
- Calls with indeterminate jurisdiction are rated at interstate rates.

**Additional Service Charges**

<b>Charge Type</b>	<b>Rate / Amount</b>
LNP query	\$0.0002 per query
Moves / Adds / Changes	\$150 (waived for term of MSA)
Cause Code Delivery	No Charge

**5. Short Duration Calls:**

- If 20% or more of Customer's completed calls are equal to or less than 6 seconds in length (each a "Short Duration Call"), or if more than 35% of Customer's total call attempts do not complete during any given month per trunk group during any billing cycle (the "Incomplete Call Threshold"), then Carrier may bill and Customer will pay Carrier a \$0.015 surcharge for (i) each Short Duration Call or (ii) incomplete call above the Incomplete Call Threshold. This surcharge will be in addition to Customer's per minute usage rates described above. Additionally, Carrier may terminate Customer's use of the Service and disconnect all relevant connections on 30 days prior written notice.
- Carrier may in its sole discretion temporarily block duplicate or repeated numbers dialed in succession or abnormally short duration calls where Carrier considers the number of attempts to be potentially harmful to the network. Carrier shall have no liability for damages of any type to Customer for actions taken under this clause to protect the integrity of its network.
- If Carrier needs to exercise this right, where practicable, Carrier will attempt to inform Customer of its intention to apply such controls, however the Carrier reserves the right to apply such measures without advance notice should immediate action be required to protect the integrity of its network.
- G711 Codec: With respect to Short Duration Calls, when interconnecting SIP, Customer will send all Short Duration Calls using G711 Codec.
- Customer will not route short-duration traffic to Carrier destined for Canada.

**6. Cause Code – Rerouting:**

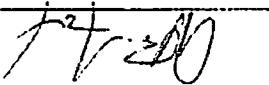
- Carrier will use commercially reasonable efforts to send to Customer a cause code "503" (for customers interfacing with Carrier via SIP) or cause code "34" (for customers interfacing TDM) for "non-authorized traffic" and for calls to an NPA-NXX with a "non-qualified LRN" as described in the next sentence, so that the call can be re-routed accordingly.
- If a dialed number has been ported, it will have an LRN. The NPA-NXX of the LRN must be an authorized NPA-NXX, otherwise the call will be to a "non-qualified LRN" and not to an authorized NPA-NXX.
- Non-authorized traffic refers to traffic terminating to NPA-NXX codes that Carrier did not provide via ASR or spreadsheet or that has a non-qualified LRN.
- Customer represents and warrants it is able to receive and process a cause code from Carrier.

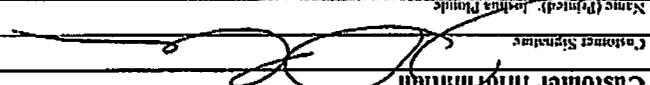
**7. Additional Terms and Conditions:**

- LNP queries are performed by Carrier on all undipped calls. The LNP query charge above will not apply only if Customer has performed the LNP query (aka dip) and all essential signaling info such as, but not limited to "RN=", "NPDI = Y" are populated in call setup fields allowing Carrier to route the call without performing an LNP query itself.
- Customer will provide Carrier with a forecast of minutes expected in the first full month following service activation with Carrier. Carrier expects a minimum of 1 million MOUs/month.
- Carrier and Customer mutually agree to turn down under-utilized trunks. After a 3 month ramp period commencing when interconnection has been completed by Carrier, if traffic volumes are below 500,000 MOUs/month, Carrier reserves the right to request disconnection of all facilities, which will be conducted over a reasonable timeframe.

This offer expires 30 days from the date listed on the Pricing Attachment.

Intelligent, Inc. acceptance signature:



Customer Information	
Customer Signature 	
Name (Printed): Joshua Pivnick	
Date 09-21-2015	Title: President

## **Service Exhibit Host Switch and Transport Services**

Under this Service Exhibit and the terms of the Master Services Agreement dated September 21, 2015 (“MSA”) between Apeiron Systems, Inc. (“Customer”) and Inteliquent, Inc. (“Carrier”), Customer will receive and Carrier will provide Host Switch and Transport Services (the “Services”). In the event of a conflict between a term in this Service Exhibit and a term in the MSA, the term in this Service Exhibit will govern with respect to the Services. The definitions in the MSA apply to any term that is not defined in this Service Exhibit. This Service Exhibit is effective on September 27, 2016 (“Effective Date”).

1. List of market(s). Carrier will provide the Services in the LATAs mutually agreed to by the parties.

2. The Services; and Certain Definitions.

2.1 For the purposes of this Service Exhibit:

- a. “Host Switch” has the meaning defined in the next paragraph.
- b. “ILEC” means an Incumbent Local Exchange Carrier.
- c. “IXC” means an Inter-exchange Carrier
- d. “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.
- e. “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.
- f. “Off-net carrier” or “Off-net IXC carrier” means a third party carrier to which Carrier is not directly connected.
- g. “On-net carrier” or “On-net IXC carrier” means a third party carrier to which Carrier is directly connected.
- h. “Switched Access Traffic” means InterLATA or IntraLATA toll calls terminating to Customer via Carrier’s FGD tandem.

2.2 Customer may 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.

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 calls terminating to calling card applications. Separate trunk groups will also 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 Exhibit. Any outbound traffic must be sent under a separate agreement using separate trunk groups.

5. Term: Commencing on the date set forth underneath Customer's signature, the initial term of this Agreement is two years. The term will automatically renew for successive annual periods, unless terminated by written notice provided by either Party to the other no less than 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 day's prior written notice.

7. Customer Responsibilities. 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 Order 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.

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

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 Exhibit. 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.

**Customer Information**

Apeiron Systems, Inc.

Corporate Name



Customer Signature

Joshua Ploude

Name (Printed)

President

Title

09-27-2016

Date

Inteliquent, Inc. acceptance  
signature:

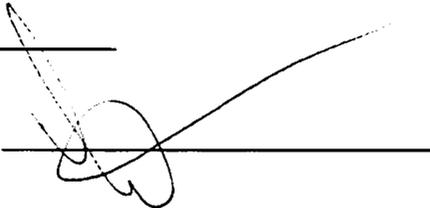


Exhibit B

Neustar- Apeiron Systems, Inc. Local Number Portability Agreement

# NPAC/SMS Western User Agreement

THIS NUMBER PORTABILITY ADMINISTRATION CENTER/SERVICE MANAGEMENT SYSTEM ("NPAC/SMS") USER AGREEMENT ("Agreement") is made and entered into as of 05/03/2017 ("Effective Date") by and between Apeiron Systems, Inc. ("User") having offices at 2629 Manhattan Ave. #166, Hermosa Beach, California 90254, USA and NeuStar, Inc., a Delaware corporation and the successor to Lockheed Martin IMS, having offices at Loudoun Tech Center, 21575 Ridgeway Circle, Sterling, VA 20166.

## WITNESSETH:

**WHEREAS**, the Contractor has entered into the Master Contract (as defined below) with the North American Portability Management LLC ("Customer"), a Delaware limited liability company and successor to Western Region Telephone Number Portability, LLC, to provide the Number Portability Administration Center and Service Management System to support the implementation and provision of local number portability in the Service Area (as defined in the Master Contract); and

**WHEREAS**, the User wishes to receive the NPAC/SMS Services (as defined below) of Contractor in the Service Area; and

**WHEREAS**, Contractor is willing to provide the NPAC/SMS Services to User and desires to do so for the compensation and in accordance with the terms and conditions herein and in the Master Contract; and

**WHEREAS**, Customer intends that access to the NPAC/SMS Database will be made available on a nondiscriminatory basis and intends that any future changes made to the NPAC/SMS Database will be reasonable and nondiscriminatory, and made in good faith, and consistent with the North American Numbering Council's ("NANC") and the FCC's requirements; and

**WHEREAS**, the representatives of the Contractor and User possess proper and sufficient authority to agree.

**NOW, THEREFORE**, for and in consideration of the premises and the mutual promises and covenants contained herein, it is hereby agreed as follows:

## ARTICLE 1 - DEFINITIONS

All capitalized terms used herein and not expressly defined herein shall have the respective meanings given to such terms in the Master Contract. As used throughout this Agreement, the following shall have the meanings set forth below unless otherwise indicated:

- 1.1 The term "Agreement" shall mean the terms and conditions contained herein and any other appendix, attachment, exhibit or documents made a part hereof or incorporated herein by reference (including the Application), including any and all amendments to this Agreement.
- 1.2 The term "Application" shall mean the Application for NPAC/SMS Services submitted by User to Contractor in order to apply to receive NPAC/SMS Services in the Service Area, as the same may be amended from time to time as provided in Section 7.4 hereof. A copy of User's completed Application is attached hereto as Attachment A.
- 1.3 The term "Certified System" shall have the meaning set forth in Section 7.3(b) hereof.
- 1.4 The term "Confidential Information" shall have the meaning set forth in Section 15.1 and 15.2 of the Master Contract.
- 1.5 The term "Contractor" refers to NeuStar, Inc. a Delaware corporation and successor to Lockheed Martin IMS, having offices at at the address set forth above and shall include its permitted successors or assigns pursuant to Article 22 of the Master Contract.
- 1.6 The term "Customer" shall mean North American Portability Management LLC, a Delaware limited liability company and successor to Western Region Telephone Number Portability, LLC.
- 1.7 The term "Effective Date" shall mean the date of this Agreement, as set forth in the preamble to this Agreement.
- 1.8 The term "Master Contract" shall mean that certain Agreement for Number Portability Administration Center/Service Management System dated February 13, 1998, between Contractor and Customer, including all Exhibits, appendices, attachments and other documents included in the definition of "Agreement" thereunder, as the same may be amended from time to time. A copy of the Master Contract in effect as of the Effective Date is attached hereto as Attachment B.

# NPAC/SMS Western User Agreement

- 1.9 The term "NPAC/SMS Services" shall mean the NPAC/SMS and Services (as such terms are defined in the Master Contract) required to be delivered by Contractor under the Master Contract to Users.
- 1.10 The term "Party" or "Parties" shall mean Contractor and/or User.
- 1.11 The term "Service Establishment Date" shall have the meaning set forth in Article 8 hereof.
- 1.12 The term "Statements of Work" shall have the meaning set forth in Section 7.12 hereof.
- 1.13 The term "Test Schedule" shall have the meaning set forth in Section 6.3 hereof.
- 1.14 The term "Third Party" shall mean any individual, corporation, partnership, association or other entity, other than the Parties to this Agreement or the Customer.
- 1.15 The term "User Data" shall have the meaning set forth in Section 1.62 of the Master Contract.

## ARTICLE 2 - MASTER CONTRACT TO GOVERN

### 2.1 Incorporation of Master Contract

The Parties acknowledge and agree that this Agreement will be subject to all of the terms and conditions of the Master Contract. This Agreement shall be interpreted subject to, and in a manner consistent with, the Master Contract. If any term or condition of this Agreement is in conflict with a term or condition of the Master Contract, the term or condition of the Master Contract shall govern (and the inconsistent term or condition in this Agreement shall be of no force or effect).

### 2.2 Amendments to the Master Contract

User acknowledges that (i) the Master Contract may be amended from time to time and (ii) that any such amendments may be material to User and may include amendments to, among other things, the rates and charges for the NPAC/SMS Services. User hereby agrees to be bound by any such amendments to the Master Contract that affect this Agreement (including, without limitation, any changes to the aboverferenced rates and charges), and to execute any amendments necessary to this Agreement in order to cause it to conform to the Master Contract, as amended. Contractor shall make a reasonable effort to keep User advised of any impending changes to the Master Contract, and shall furnish User with any amendments to the Master Contract.

## ARTICLE 3 - TERM

This Agreement shall commence on the Effective Date and shall expire coincident with the expiration of the Master Contract (giving effect to any and all renewal(s) of the Master Contract as provided in Article 3 thereof), unless terminated earlier pursuant to Section 10.1 hereof.

## ARTICLE 4 - COMPENSATION

The rates and charges for the NPAC/SMS Services, including a general discussion concerning the allocation thereof, are set forth in Article 6 and Exhibit E of the Master Contract. In general, for any specific billing period, the amount that User will compensate Contractor for certain rates and charges pursuant to this Agreement will be an allocated amount of the aggregate of such rates and charges of all Users in the Service Area during such billing period. The Allocation Model will be determined based upon an order of either the Federal Communications Commission ("FCC"), or the state public utilities commission ("State Commission") having jurisdiction over the applicable rates and charges, and will be subject to change without notice to User pursuant to order of either the FCC or a State Commission. Customer will determine and provide Contractor with the initial Allocation Model which shall apply pending a decision of either the FCC or applicable State Commission, and will thereafter provide Contractor with an updated Allocation Model based upon orders of the FCC or State Commissions. Contractor's invoice to User will indicate the User's allocated amount of rates and charges, which shall be the amount due and owing Contractor pursuant to Section 7.1 hereof.

User hereby acknowledges that the Master Contract also provides that Contractor and Customer may agree to changes in the rates and charges for the NPAC/SMS Services under Statements of Work entered into thereunder, and otherwise under provisions of the Master Contract. User hereby further acknowledges and agrees that any such changes in the rates and charges may be made without prior advance notice to User hereunder, and User agrees to be bound thereby.

**ARTICLE 5 - REPRESENTATIONS AND WARRANTIES OF THE PARTIES****5.1 Representations and Warranties of Contractor**

Contractor hereby represents and warrants to User as follows:

- (a) Contractor has the full authority to enter into and perform all of its obligations under this Agreement. Contractor has read this Agreement and the Master Contract, understands the same, and agrees to be bound by all the terms, conditions and provisions of this Agreement and, to the extent it affects this Agreement, the Master Contract.
- (b) Contractor warrants that the NPAC/SMS Software will not contain, either now or in the future, any malicious code, program, or other internal component (e.g. software virus, software worm, software time bomb, Trojan Horse or similar component), which could damage, destroy, or alter Software or hardware of User, or which could, in any manner, reveal, damage, destroy, or alter any data or other information accessed through or processed by the NPAC/SMS Software in any manner or which could adversely affect the operation of a computer or its memory by User. Contractor shall immediately advise User, in writing, upon reasonable suspicion or actual knowledge that the NPAC/SMS Software may result in the harm described above.
- (c) Contractor warrants that the NPAC/SMS shall operate without Defects during the term of this Agreement.

**5.2 Representations and Warranties of User**

User hereby represents and warrants to Contractor as follows:

- (a) User has the full authority to enter into and perform all of its obligations under this Agreement. User has read this Agreement and the Master Contract, understands the same, and agrees to be bound by all the terms, conditions and provisions of this Agreement and, to the extent it affects this Agreement, the Master Contract.
- (b) All of the information provided by User in its Application for NPAC/SMS Services was true and correct as of the date initially provided to Contractor, and shall remain true and correct in all material respects throughout the term of this Agreement, giving effect to any amendments thereto pursuant to Section 7.4 hereof.

**ARTICLE 6 - OBLIGATIONS OF CONTRACTOR****6.1 Provision of NPAC/SMS Services**

Except with respect to the training and testing referred to in Sections 6.2(c), 6.3, 7.3(b) and 7.5 below, beginning on the Service Establishment Date and throughout the term of this Agreement, Contractor shall provide the NPAC/SMS Services to User hereunder in accordance with its obligations under the Master Contract, including, without limitation, the following obligations generally described (with Article/Section references below in this Section 6.1 referring to Articles/Sections in the Master Contract):

- (a) the obligation to provide the NPAC/SMS Services in accordance with the Service Levels, as provided under Section 8.3, and to do so with parity among Users, as provided under Section 27.3;
- (b) the obligation to monitor compliance with the Service Levels and to report thereon, as provided under Section 8.4;
- (c) the obligation to maintain safety and physical security at the NPAC/SMS Data Centers and to report events of Unauthorized Access of which it is aware, as provided under Section 8.5;
- (d) the obligation to (i) pay the expenses of providing the NPAC/SMS and the costs of operating the NPAC/SMS Data Centers and (ii) provide appropriate staffing at the NPAC/SMS Data Centers, in each case, as provided in Section 8.6;
- (e) the obligation to provide training courses for User personnel, as provided in Section 8.7;

- (f) the obligation to indemnify User for any charges that may be levied against User as the result of Contractor's failure to pay Contractor's taxes, as provided in Section 8.8;
- (g) the obligation to (i) obtain all licenses and authorizations required of Contractor (as provided in Section 8.9) and to comply with all laws (as provided in Sections 8.10 and 8.11), in each case, in order to perform its obligations hereunder, and (ii) pay all fines imposed on User for Contractor's noncompliance;
- (h) the obligation to provide high quality service to User and to measure and report thereon, as provided in Section 8.12;
- (i) the obligation to (i) provide a "Hotline Service" to enable User to obtain answers to routine questions, resolve problems and report defects or failures in the NPAC/SMS (as provided in Section 10.1) and (ii) use its best efforts to correct problems caused by the NPAC/SMS (as provided in Section 10.2);
- (j) the obligation to (i) provide system status reports to User in the event of a disaster at a NPAC/SMS Data Center (as provided in Section 12.4) and (ii) inform User of the database status after employing disaster recovery procedures (as provided in Section 12.5);
- (k) the obligation to maintain the confidentiality of User Data, as provided in Article 15;
- (l) the obligation to indemnify Users pursuant to Section 18.1 and the obligation to pursue one (1) or more of the various alternatives set forth in Section 18.2 if use of the NPAC/SMS is prevented or likely to be prevented;
- (m) the obligation to include User as an additional insured on its required insurance in the manner provided in Section 20.1; and
- (n) the obligation to correct any Defects in the NPAC/SMS, as provided in Section 21.3.

#### 6.2 Connectivity Consultation; Testing and Training Scheduling

- (a) Contractor agrees to make itself available to consult with User, at User's request, regarding the number and type of data circuits required by User to connect to the NPAC/SMS given the configuration of User's system.
- (b) Upon the request of User pursuant to Section 7.3(a) below, Contractor shall schedule the testing of User's system (the date on which testing is scheduled to begin being referred to herein as the "Start Test Date"), taking into account, among other things, the date on which User's Application was submitted in relation to the Applications of other Users, the expected date on which User's System will be a Certified System (pursuant to Section 7.3(b) below), the date on which User anticipates its data circuits will be installed, and the availability of testing "slots," given the scheduled testing of other Users.
- (c) Upon the request of User pursuant to Section 7.5 below, Contractor shall use its best efforts, subject to its existing training commitments for the personnel of other Users, to schedule the training of User's personnel such that the training is completed prior to User's anticipated Service Establishment Date.

#### 6.3 Testing of User's Certified System

Upon receipt of notice and proper evidence from User that it has a Certified System, Contractor shall test User's Certified System beginning on the Start Test Date in accordance with the Turnup Test Plan referenced in Section 8.1 of the Master Contract. On or prior to the Start Test Date, Contractor and User shall agree on an appropriate test events schedule for User's Certified System, based on the activities required under the Turnup Test Plan, with such test events schedule then being attached hereto as Attachment C (the "Test Schedule"). If User has completed Turnup Testing as of the Network Test Readiness Date, Contractor shall also include User's Certified System in the Network Testing Contractor will perform pursuant to Section 8.1(b) of the Master Contract.

**ARTICLE 7 - OBLIGATIONS OF USER****7.1 Payment of Fees**

User agrees to pay Contractor for the NPAC/SMS Services it receives hereunder and all other amounts for which it is appropriately invoiced by Contractor pursuant to this Agreement or the Master Contract within forty-five (45) days of receipt of Contractor's invoices therefor. Late payments will be subject to a 1.25% interest charge per month, or, if lower, the maximum rate permitted by law.

Contractor shall make commercially reasonable efforts to accommodate User's requests for billing by Electronic Data Interexchange or other special billing formats. Any requests for special formats, which require a Statement of Work under Article 13 of the Master Contract, must first be submitted to Customer for approval.

Except as otherwise required by a rule or order of the FCC or applicable State Commission, Contractor shall not back bill User for Contractor billing errors after more than six (6) months have passed since issuance of the invoice upon which the charges should have appeared; provided, however, that the foregoing limitation shall not apply with respect to taxes that are imposed by law on User but which are required by law to be collected and remitted by Contractor.

**7.2 Disputed Invoices**

Any billing disputes shall be promptly presented to Contractor in reasonable detail, in writing. Any requests for adjustment shall not be cause for delay in payment of the undisputed balance due. User may withhold payment of any amounts which are subject to a bona fide dispute; provided it shall pay all undisputed amounts owing to Contractor that have been separately invoiced to User. If re-invoice occurs following the forty-five (45) day payment schedule, such invoice for the undisputed amount shall be paid within ten (10) business days of receipt by User. User and Contractor shall seek to resolve any such disputes expeditiously, but in any event within less than thirty (30) days after receipt of notice thereof. If the Parties are unable to resolve a dispute within such period, then they may resort to the procedures set forth in Article 13 of this Agreement. All disputed amounts ultimately paid or awarded to Contractor shall bear interest from the forty-fifth (45th) day following the original invoice therefor in accordance with Section 7.1.

Notwithstanding the foregoing, User may not withhold payment of any amounts invoiced by Contractor based solely upon a dispute between Customer and User concerning how User is allocated charges under the Allocation Model.

**7.3 Schedule Testing; User System Certification; Delivery of User System for Testing**

- (a) Once User has determined the expected date on which its system will be a Certified System and the expected date on which User's data circuits will be installed, it shall request Contractor to schedule testing of its Certified System in accordance with Section 6.2(b) above. User shall promptly notify Contractor upon becoming aware of any circumstances which make it unlikely that User's Certified System will be available for testing on the scheduled Start Test Date, in which case, Contractor shall offer User an alternative Start Test Date, after reexamination of the factors referred to in Section 6.2(b) above.
- (b) Prior to the Start Test Date, as defined in Section 6.2 (b) above, User shall have its System Order Administration and/or Local Service Management System tested and certified that it meets the NPAC/SMS Interoperable Interface Specifications set forth in Exhibit C to the Master Contract (the "Certified System"). Once User has a Certified System, it shall (i) deliver written notice and proper evidence thereof to Contractor in order to begin testing on the Start Test Date and (ii) shall agree with Contractor on an appropriate Test Schedule. The amount and timing of payment of testing charges is set forth in Article 6 and Exhibit E of the Master Contract.

**7.4 Update Application Information**

User will immediately notify Contractor in writing of any changes that need to be made to the information in its Application in order to maintain the truth and accuracy of such Application information. User's notice of any such changes in information shall be attached to and become a part of User's Application (Attachment A).

#### 7.5 Training of User Personnel

User shall request Contractor to schedule the training of its personnel with respect to the NPAC/SMS, which training, and User rights in connection therewith, will be consistent with the provisions of Section 8.7 in the Master Contract. User may cancel a training course scheduled by Contractor at any time upon written notice to Contractor; provided, however, that User shall be liable to Contractor for all reasonable expenses incurred by Contractor in preparation for the course that are not otherwise recoverable by Contractor if such training course is canceled by User less than two (2) weeks prior to the start of such course.

User may have an individual trained in the operation of the NPAC/SMS train other employees of User; provided that, User must notify Contractor at the time the training course is scheduled if it desires the individual(s) being enrolled to be trained as trainers. User agrees that all its employees trained as trainers will schedule and attend, at User's expense, any additional training courses necessitated from time to time to maintain such individual's expertise as a trainer with respect to any Enhancement or Maintenance Modification to the NPAC/SMS Software. The amount and timing of payment of training charges is set forth in Article 6 and Exhibit E of the Master Contract.

#### 7.6 Use of User Data

User shall treat User Data as Confidential Information of the other Users which have provided such information. User Data shall not be:

- (a) used by User other than for the purpose of routing, rating, or billing calls or performing network maintenance in connection with the provision of telecommunications services;
- (b) disclosed, sold, assigned, leased or otherwise provided to any Third Party (other than the rightful owner of such data), except (i) as provided for in this Agreement or the Master Contract or (ii) as provided for by law or rule, regulation or order of the FCC or other regulatory agencies having jurisdiction over NPAC/SMS Service;
- (c) transferred or otherwise provided to a Third Party LSMS; or
- (d) commercially exploited

#### 7.7 Security, Unauthorized Access

User shall protect and limit access to any log-on identification code password(s) to its employees who have a need for such access for uses permitted under this Agreement, and shall be responsible for all usage of its codes or any User Data.

#### 7.8 User Provided Data

User shall provide all User Data to Contractor in the manner agreed upon by the Parties. User agrees that Contractor will not be responsible or liable for any loss, damage or inconvenience suffered by User or by any Third Party arising out of Contractor's inability to perform the NPAC/SMS Services due to a failure of User to provide all of the necessary User Data when required or by reason of any deficiencies in the User Data furnished to Contractor by User. All User Data shall remain the property of the User furnishing it, as specified in Article 15 of the Master Contract.

#### 7.9 Facilities Expenses; Contact with End-User Customer

- (a) User shall be responsible for providing, and shall pay all expenses and costs of the procurement and provision of, all hardware, system software, telecommunications services, facilities and supplies required to access the NPAC/SMS from such User's facilities up to the point of presence, including without limitation, all common carrier charges and all costs of telephone and terminal equipment.
- (b) User shall have the sole obligation to interact with its end-user customers in all matters pertaining to its provision of services to such customers, including the placing and handling of service orders, service installation, operation and termination, dispute handling and resolution, and billing and collection matters.

#### 7.10 Compliance with Laws

User shall comply, at its expense, with all applicable laws relating to the provision of local number portability, the receipt of Services or performance of its obligations hereunder, and all applicable rules, regulations and rules of the FCC and the State Commission having appropriate jurisdiction over User or its business. Pursuant to Sections 14.6 and 25.2 of the Master Contract, User agrees to pay certain costs, penalties or fines, if any, incurred by Contractor in taking any actions in order to comply with certain laws, regulations, or audit requirements.

#### 7.11 Appointment of Project Representative

User shall (i) maintain a Project Representative who shall act as the primary interface between User and Contractor's Project Executive with respect to matters arising under this Agreement and (ii) notify Contractor of any changes in the identity of such designee. User's initial Project Representative and Contractor's Project Executive are identified in Attachment D to this Agreement.

#### 7.12 Statements of Work

User may order services from Contractor in connection with special, one-time situations that require additional staffing and resources to perform such services which lie outside the scope of NPAC/SMS Services or require that work be performed on an overtime basis; provided, however, that User hereby agrees that any such requests of Contractor shall be made through Customer pursuant to Section 7.13 below. Contractor's rates and charges for such services are referenced in Section 13.4(f) of the Master Contract.

#### 7.13 Interface with Customer on Master Contract Issues

User shall make any requests for Additional Services and Statements of Work (as described in Section 13.4 of the Master Contract) under the Master Contract and coordinate any other activities under the Master Contract through Customer's Project Executive. As of the date hereof, Customer's Project Executive is identified in Attachment D to this Agreement.

### ARTICLE 8 - CONDITIONS TO SERVICE ESTABLISHMENT

Contractor shall provide on or after the Acceptance Date, the NPAC/SMS Services of uploading and downloading telephone numbers to User hereunder upon satisfaction by User of each of the following conditions, unless otherwise waived by Contractor in writing (the date on which such services are first provided hereunder being referred to herein as the "Service Establishment Date"):

- (a) all of the information in the Application is true and correct in all material respects as of such date;
- (b) successful completion of testing of User's Certified System pursuant to the Turnup Test Plan (and, if applicable, Network Testing) and Section 6.3 hereof; and
- (c) completion of training of User's personnel pursuant to Section 7.5 hereof.

### ARTICLE 9 - CONFIDENTIAL INFORMATION

During the term of this Agreement, either Party may receive or have access to Confidential Information of the other Party or of other Users. Except as provided in Section 7.6 above, the receiving Party shall not, without first receiving the disclosing party's written consent, disclose to any Third Party, or use for any purpose other than the performance of its obligations under this Agreement, any Confidential Information, or information or materials developed by the receiving Party based on Confidential Information, that it has received or to which it has had access during the term of this Agreement. Each Party shall use no less than the same means (but in any event not less than reasonable means) it uses to protect its similar confidential and proprietary information to prevent the disclosure and to protect the confidentiality of the Confidential Information of the other Party and other Users.

### ARTICLE 10 - TERMINATION; FORCE MAJEURE

#### 10.1 Termination

This Agreement shall terminate upon the occurrence of the following:

- (a) immediately upon termination or expiration of the Master Contract (giving effect to any and all renewal(s) of the Master Contract as provided in Article 3 thereof); provided, however, that in the event Customer elects to extend the Master Contract pursuant to Section 24.2 thereof, then the Master Contract will not be deemed to have terminated for purposes of this Agreement until the end of the period of such extension;
- (b) immediately, if User is not or ceases to qualify as a Service Provider or User in the Service Area, or was porting numbers and is no longer porting numbers in the Service Area, or if User violates any restrictions on use imposed under Section 7.6 hereof;
- (c) upon written notice of termination to Contractor for Contractor's chronic failure to provide the NPAC/SMS Services pursuant to Section 16.5 of the Master Contract; or
- (d) upon written notice of termination by the non-breaching party to the breaching party following a breach by a party of its representations and warranties hereunder or a failure by a party to perform any of its material obligations hereunder (except, in the case of Contractor, the obligation referenced in Section 10.1(c) hereof), and where such breach or failure is continuing at the time of the termination and has continued for a period of at least thirty (30) days following receipt of written notice of such failure or breach from the non-breaching party; provided, however, that where such failure or breach (other than with respect to a payment obligation) cannot reasonably be cured within such thirty (30) day period, so long as the breaching party is diligently pursuing such cure, the time for curing such failure shall be extended for such period as may be necessary for the breaching party to complete such cure.

Subject to Section 6.1(k) hereof (and related Section 15.3 of the Master Contract), upon termination and regardless of any dispute between the Parties, all property, equipment, data, documents, or other material of User, excluding User Data necessary in the provision and operation of NPAC/SMS Services, pertaining to this Agreement in the possession of Contractor, its employees, agents or subcontractors, shall be returned to User within fifteen (15) days of the date of the notice of termination.

The termination rights provided to the Parties under this Article 10 are not intended to constitute an election of remedies, and the Party terminating this Agreement is entitled to any additional rights and remedies available to it at law or in equity, subject to the limitations and exclusions in this Agreement. All rights and remedies of the Parties herein created or otherwise existing at law or in equity are cumulative, and the exercise of one (1) or more rights or remedies shall not be taken to exclude or waive the right to exercise any of the others.

## 10.2 Force Majeure

Any failure or delay by Contractor or User in the performance of its obligations under this Agreement shall not be a ground for termination hereunder to the extent such failure or delay was caused, directly or indirectly, by a Force Majeure Event, as defined in Section 16.6 of the Master Contract. If any Force Majeure Event occurs with respect to User, rendering the User unable to access NPAC/SMS Services in any manner, the User shall give immediate notice to the Contractor, stating the nature of the Force Majeure Event and any action being taken to avoid or minimize its effect, and the User may elect to suspend charges and Services under this Agreement for the duration of the Force Majeure Event. Once the Force Majeure Event ceases, User shall resume performance under this Agreement.

## ARTICLE 11 - LIMITATIONS OF LIABILITY; INSURANCE

### 11.1 Damages

Each Party's liability for damages arising out of its breach of its obligations under this Agreement shall be limited to direct damages and neither Party shall have any liability whatsoever for consequential, incidental, special, punitive or indirect damages (including, without limitation, lost profits) of the other Party or any Third Party, even if a Party has been advised of the possibility of such damages; provided, however, that (i) for purposes of this Agreement, Contractor agrees that the direct damages of the nature listed in Section 19.1 of the Master Contract shall be "direct damages" hereunder with respect to User and (ii) the Parties agree that the limitations and exculpation of liability set forth in this Article 11 (except for the limitation as to punitive damages) are not applicable to

(a) indemnification claims hereunder, (b) liability resulting from the gross negligence or willful misconduct of a Party, or (c) any breach of a Party's confidentiality obligations hereunder.

Notwithstanding the foregoing, with respect to breaches of a Party's confidentiality obligations hereunder (a "Confidentiality Breach"), clause (c) of the foregoing sentence shall not be effective, and a Party's liability shall be limited to direct damages, if the breaching Party (a) promptly documents to the other Party's reasonable satisfaction, in a writing certified by an officer of the breaching party, that the Confidentiality Breach was inadvertent and not the result of any failure by such Party, its officers, employees, agents and independent contractors to use all reasonable efforts to comply with their confidentiality obligations pursuant to this Agreement (including without limitation compliance with such party's internal confidentiality procedures) and (b) uses its best efforts to effect a prompt cure of such Confidentiality Breach and at its own expense takes all steps reasonably requested by the other Party to (i) identify the source or causes of the Confidentiality Breach, (ii) prevent any further such breaches, (iii) retrieve any Confidential Information which may have been disseminated in connection with the Confidentiality Breach, (iv) cooperate in the other Party's pursuit of legal or equitable remedies against any Third Parties (including the breaching Party's employees, agents and independent contractors) responsible for such breach, and (v) cooperate with the other Party in its efforts to mitigate the effects of the Confidentiality Breach. Nothing in this provision shall limit or be deemed a waiver of any other remedies available to the non-breaching Party under law, equity or contract with respect to any Confidentiality Breach.

#### 11.2 Insurance

User must maintain (i) Worker's Compensation insurance as prescribed by the law of the applicable state and (ii) commercial general liability insurance (including contractual liability and products liability coverage) with combined single limits of at least \$2,000,000 in the general aggregate for bodily injury and property damage. User's policies with respect to the insurance referred to in (ii) above must be endorsed to name Contractor as an additional insured and state that "[Contractor] is to be notified in writing at least thirty (30) days prior to any cancellation of, or change in, the coverage limits." User must furnish certificates evidencing the foregoing insurance coverage with its Application.

#### 11.3 Self-Insurance

User may self insure the risks for which insurance is otherwise required under this Article upon written request to and approval, in writing, by Contractor. Approval by Contractor of self-insurance shall not be unreasonably withheld and shall be based upon Contractor's reasonable assessment that User's net worth, financial history and stability appear to be sufficient to satisfy any obligation User could reasonably be expected to incur during the term of this Agreement.

#### 11.4 User's Failure to Maintain Insurance

If User fails to maintain the insurance required of it by this Article 11, Contractor may, but shall have no obligation to, procure such insurance. In such event, Contractor shall invoice User directly for all premiums and other charges incurred in connection therewith and User shall promptly reimburse Contractor for all such premiums and other charges incurred by Contractor in obtaining such coverage.

### ARTICLE 12 - INDEMNIFICATION AND LIMITATION OF LIABILITY

#### 12.1 Mutual Indemnification

Each Party shall defend against suits, claims and demands and shall indemnify and hold harmless the other, its corporate affiliates, its members, its members' affiliates and their respective officers, directors, employees, and agents and their successors and assigns against and from any and all losses, liabilities, damages, and expenses (including, without limitation, reasonable attorneys' fees) included in a settlement (between the indemnifying Party and a Third Party) of such suits, claims or demands, or awarded to a Third Party by a court or appropriate administrative agency of competent jurisdiction, including without limitation, those based on contract or tort arising out of or in conjunction with, but only to the extent that such losses, liabilities, damages, claims, demands, and expenses arise out of or in connection with, (i) personal injury

(including death) or damage to tangible property arising from the negligent or intentional acts or omissions of the indemnifying Party or its subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them during the term of this Agreement or any transition period as provided under Article 24 of the Master Contract, or (ii) assertions under Workers' Compensation or similar laws made by persons furnished by the indemnifying Party during the term of this Agreement or any transition period as provided under Article 24 of the Master Contract.

#### 12.2 Contractor Indemnification

Contractor shall defend, indemnify and hold harmless the User and its affiliates, officers, directors, employees, and agents and their successors and assigns against and from any and all losses, liabilities, suits, damages, claims, demands, and expenses (including, without limitation, reasonable attorneys' fees) included in a settlement (between Contractor and a Third Party) of such suits, claims or demands, or awarded to a Third Party by a court or appropriate administrative agency of competent jurisdiction, including, without limitation those based on contract or tort arising out of or in conjunction with, but only to the extent that such losses, liabilities, damages claims, demands, and expenses arise out of, or in connection with, personal injury (including death) or damage to tangible personal property caused by defective or malfunctioning or improperly provided Software or services provided by Contractor during the term of this Agreement or any transition period as provided under Article 24 of the Master Contract. For the purposes of this Article, Third Party includes a regulatory agency having jurisdiction over Customer, its members, or Users.

#### 12.3 Procedures

The indemnified Party shall promptly notify the indemnifying Party of any written claim, loss, or demand for which the indemnifying Party is responsible under this Article and shall cooperate with the indemnifying Party as reasonably required. An indemnified Party shall be entitled, upon its request and at its expense, to participate in the defense of any lawsuit arising from any indemnifiable claim when and for so long as such Party is a named party to such lawsuit; provided, however, that the indemnified Party may not settle any such lawsuit without the indemnifying Party's consent.

### ARTICLE 13 - ARBITRATION

#### 13.1 Arbitration Procedures

Any dispute arising out of or related to this Agreement, which cannot be resolved by negotiation, shall be settled by binding arbitration in Denver, Colorado in accordance with the J.A.M.S/Endispute Arbitration Rules and Procedures ("Endispute Rules"), as amended by this Agreement. The costs of arbitration, including the fees and expenses of the arbitrator, shall be shared equally by the Parties unless the arbitration award provides otherwise. Each Party shall bear the cost of preparing and presenting its case. The Parties agree that this provision and the arbitrator's authority to grant relief shall be subject to the United States Arbitration Act, 9 U.S.C. 1-16 et seq. ("USAA"), the provisions of this Agreement, substantive law, and the ABA-AAA Code of Ethics for Arbitrators in Commercial Disputes. The Parties agree that the arbitrator shall have no power or authority to make awards or issue orders of any kind that provide for punitive or exemplary damages. The arbitrator's decision shall follow the plain meaning of this Agreement, the Master Contract and relevant documents, and shall be binding. The arbitrator shall render a written and reasoned opinion setting forth both findings of fact and conclusions of law. Any Party may appeal a decision of the arbitrator to the FCC or a State Commission, if the matter is within the jurisdiction of the FCC or a State Commission. Any Party aggrieved by a decision on appeal to the FCC or a State Commission may exercise the right to obtain judicial review thereof in accordance with applicable law. The award may be confirmed and enforced in any court of competent jurisdiction. All post proceedings, except those before the FCC or a state regulatory agency, shall be governed by the USAA.

#### 13.2 Exclusions from Arbitration

The following disputes shall not be subject to arbitration under this Article 13:

- (a) disputes arising under this Agreement with respect to the delivery of NPAC/SMS Services consistent with the Service Levels and/or in conformity with the Specifications, which disputes, if any, shall be referred to Customer for resolution with Contractor pursuant to the dispute resolution procedures set forth in Article 26 of the Master Contract; except that User may bring an action regarding Customer's resolution of such dispute before the FCC or any state regulatory agency having jurisdiction over the NPAC/SMS; or

- (b) disputes arising under this Agreement or the Master Contract concerning how Customer has allocated charges to Users under the Allocation Model, which disputes, if any, (shall be referred to Customer for resolution or may be brought before any regulatory agency having jurisdiction thereof; or)
- (c) disputes in circumstances where the time required for arbitration would cause irreparable harm; or
- (d) any dispute between the owner of User Data and User regarding misuse of the subject User Data; or
- (e) any other disputes which the Parties agree in writing to exclude from arbitration.

### 13.3 Joinder to Arbitration under Master Contract

Upon written notice to User, either Contractor, Customer, any other User or any arbitrator appointed under Section 26.2 of the Master Contract may join User to any arbitration brought under the Master Contract where User's presence in the arbitration is necessary for complete relief, and User hereby agrees to submit to the jurisdiction of the arbitrator in such instance.

## ARTICLE 14 - ASSIGNMENT

- (a) User may not assign or otherwise transfer all or a portion of its rights or obligations under this Agreement without the prior written consent of Contractor, which consent shall not be unreasonably withheld or delayed, except that User may, without the consent of Contractor, make such an assignment or transfer to an affiliate or subsidiary of User or a Third Party; provided that such affiliate, subsidiary or Third Party is a Service Provider or User that meets the criteria in the Application and User shall remain the ultimate obligor with respect to any assigned or transferred obligations; provided further, that such assignment is not prohibited by law or rule, regulation or order of the FCC or other regulatory agencies having jurisdiction over NPAC/SMS Services.
- (b) Contractor may not assign or otherwise transfer all or a portion of its rights or obligations under this Agreement, unless such assignment is to a party to whom Contractor has assigned its rights and obligations under the Master Contract in accordance with the terms and conditions of the Master Contract, in which case, no consent to such assignment is required from User.
- (c) Except as otherwise expressly provided herein, this Agreement shall inure to the benefit of and shall bind the heirs, executors, personal representatives, administrators, successors and assigns of Contractor and User.

## ARTICLE 15 - REGULATORY

Contractor expressly recognizes that User and the NPAC/SMS are or may be subject to certain federal and state statutes, and rules and regulations promulgated thereunder, as well as rules, regulations, orders, opinions, decisions and possible approval of the FCC and other regulatory bodies having jurisdiction over User and the NPAC/SMS. The Parties acknowledge that this Agreement is subject to changes and modifications required as a result of any of the foregoing; provided, however, that the Parties hereby agree that this Agreement shall remain in full force and effect in accordance with its terms and each of the Parties hereto shall continue to perform all of its respective obligations hereunder in accordance with the terms hereof until Contractor and Customer can agree upon any amendment that may be required hereto as a result of any such regulatory change. Notwithstanding the foregoing, User acknowledges that (i) certain regulatory changes could result in termination of the Master Contract by Customer (as set forth in Section 25.1 of the Master Contract) and, in turn, this Agreement (pursuant to Section 10.1(a) hereof), and (ii) that neither Customer nor Contractor shall have any liability to User at law or in equity as a result of such termination. The Parties shall cooperate fully with each other and Customer in obtaining any necessary regulatory approvals of the NPAC/SMS and in any other regulatory proceedings regarding the NPAC/SMS or the NPAC/SMS Services hereunder.

## ARTICLE 16 - NO CUSTOMER LIABILITY

USER ACKNOWLEDGES AND AGREES THAT CUSTOMER IS ENTITLED, IN ITS SOLE AND COMPLETE DISCRETION, TO EXERCISE OVERSIGHT OF CONTRACTOR'S COMPLIANCE WITH THE MASTER CONTRACT, TO NEGOTIATE AMENDMENTS TO THE MASTER CONTRACT AND TO TERMINATE THE MASTER CONTRACT IN ACCORDANCE WITH ITS TERMS. NOTWITHSTANDING THE FOREGOING, IN EACH INSTANCE, USER AGREES THAT, EXCEPT AS PROVIDED IN SECTIONS 13.2(a) AND 13.2(b), IT HAS NO CAUSE OF ACTION OF ANY TYPE

OR CHARACTER AGAINST CUSTOMER AND THAT IT SHALL MAKE NO CLAIM, UNDER ANY THEORY OF LIABILITY INCLUDING, WITHOUT LIMITATION, ANY CONTRACT CLAIM, CLAIM FOR ANY CAUSE WHATSOEVER INCLUDING, WITHOUT LIMITATION, INTERFERENCE WITH CONTRACTUAL RELATIONSHIPS OR ANY RELATED CAUSE OF ACTION AGAINST CUSTOMER FOR ITS ADMINISTRATION, RENEGOTIATION OR TERMINATION OF THE MASTER CONTRACT.

#### ARTICLE 17 - NOTICES

17.1 Any notice or demand which under the terms of this Agreement or under any statute must or may be given or made by Contractor or the User shall be in writing and shall be given or made by telegram, tested telex, confirmed facsimile, or similar communication or by certified or registered mail addressed to the respective parties as follows:

**To the User:** (User's billing address as set forth in User's Application)

Address: 2629 Manhattan Ave. #166  
Hermosa Beach  
California 90254  
USA

Company Name: Apeiron Systems, Inc.

Attention: Joshua Ploude

Fax Number:

**With copy to:**

Address:

Attention:

**To Contractor:** To Contractor's Project Executive at the address set forth on Exhibit I to the Master Contract

**With a copy to:**

Neustar, Inc  
Attention: Gary Sacra  
21575 Ridgetop Circle  
Sterling, Virginia 20166

17.2 All notices or other communications shall be deemed effectively given: (a) when delivered, if personally delivered, including courier or overnight delivery (except that notices received after 3:00 p.m. local time will be deemed received on the following Business Day); (b) on the date of delivery (or, if refused, the refusal date shown on the return receipt) if mailed certified or registered mail, return receipt requested; or (c) four (4) days after mailing if mailed first class.

#### ARTICLE 18 - GENERAL

### 18.1 Relationship of the Parties

Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between Contractor and the User. Neither Party is, by virtue of this Agreement, authorized as an agent, employee or legal representative of the other. Except as specifically set forth herein, neither Party shall have power to control the activities and operations of the other and their status is, and at all times will continue to be, that of independent contractors. Neither Party shall have any power or authority to bind or commit the other.

### 18.2 Headings

The Article/Section headings contained herein are for purposes of convenience only and shall not be deemed to constitute a part of this Agreement or to affect the meaning or interpretation of this Agreement in any way.

### 18.3 Third-Party Beneficiaries

- (a) The Parties agree that Customer shall be a third party beneficiary under Article/Sections 7.6, 7.7, 9, 10.1, 13, and 16 of this Agreement. Customer shall have the right to enforce such provisions in its own name; provided, however, any dispute between Customer and User shall be subject to the arbitration provisions of Article 13 as if Customer were the Contractor.
- (b) The Parties agree that any owner of User Data shall be a third party beneficiary under Section 7.6 of this Agreement with respect to the misuse of such owner's User Data by User hereunder. Such owner shall have the right to enforce such provisions in its own name. Any dispute between the owner of User Data and User regarding misuse of such User Data, however, shall not be subject to the arbitration provisions of Article 13.
- (c) Except as specifically provided in Section 18.3(a) and (b), the Parties do not intend to create or vest any rights in any Third Parties.

### 18.4 Compliance with Laws

Contractor and all persons furnished by Contractor shall comply at their own expense with all applicable federal, state, provincial local and foreign laws, ordinances, regulations and codes, including identification and procurement of required permits, certificates, licenses, insurance, approvals and inspections in performance under this Agreement. Contractor agrees to indemnify the User for any loss or damage that may be sustained by reason of any failure to do so.

### 18.5 Severability

If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from the Agreement and replaced by a valid and enforceable provision which so far as possible achieves the Parties' intent in agreeing to the original provision. The remaining provisions of the Agreement shall continue in full force and effect.

### 18.6 Survival

All obligations that by their nature survive the expiration or termination of this Agreement, including, but not limited to: Article 9 - Confidential Information; Section 11.1 - Damages; Article 12 - Indemnification; Article 13 - Arbitration; and Article 16 - No Customer Liability, shall remain in effect after its expiration or termination until such obligations expire according to their respective terms.

### 18.7 No Releases Required

Neither Party shall require waivers or releases of any personal rights from representatives of the other in connection with visits to its premises and both Parties agree that no such releases or waivers shall be pleaded by them or third persons in any action or proceeding.

18.8 Advertising or Publicity

Neither Party shall identify, either expressly or by implication, the other Party or its corporate affiliates or use any of their names, trade names, service marks, or other proprietary marks in any advertising, sales presentations, news releases, releases to any professional or trade publication, advertising, or other promotional materials without such other Party's prior written consent, which shall not be unreasonably withheld or delayed, or for any other purpose.

18.9 Governing Law

This Agreement, including all matters relating to the validity, construction, performance and enforcement thereof, shall be governed by the laws of the State of Colorado without giving reference to its principles of conflicts of law.

18.10 Attorney's Fees

The Party substantially prevailing in any legal action between the Parties concerning this Agreement shall receive reimbursement of its reasonable attorney's fees and court costs incurred by the other Party.

**ARTICLE 19 - ENTIRE AGREEMENT**

This Agreement, together with the Master Contract, sets forth the entire understanding between the Parties with regard to the subject matter hereof and supersedes any prior or contemporaneous agreement, discussions, negotiations or representations between the Parties, whether written or oral, with respect thereto. This Agreement may not be amended except by the mutual written agreement of the Parties, and with the written consent of Customer

**IN WITNESS WHEREOF**, the Parties have caused this NPAC/SMS User Agreement to be executed by their duly authorized representatives effective as of the Effective Date.

Apeiron Systems, Inc.		NeuStar, Inc.	
Electronically Signed By:	Joshua Ploude	Electronically Signed By:	Naumi White
Printed Name:	Joshua Ploude	Printed Name:	Naumi White
Title:	President	Title:	Director
Date:	05/03/2017	Date:	05/03/2017
Address:	2629 Manhattan Ave. #166	Address:	21575 Ridgetop Circle
	Hermosa Beach,		Sterling,
	California 90254		Virginia 20166
	USA		United States of America
Telephone Number:	310-500-5674	Telephone Number:	571-434-5641
E-mail:	jp@apeironsys.com	E-mail:	naumi.white@neustar.biz



**ATTACHMENTS**

ATTACHMENT A	Application for NPAC/SMS Services
ATTACHMENT B	Master Contract (Provided herewith)
ATTACHMENT C	Test Schedule for User Certified System
ATTACHMENT D	Key Personnel

ATTACHMENT A

Application for NPAC/SMS Services

[Copy of User's Application for NPAC/SMS Services to be attached]

**ATTACHMENT B**

Master Contract for NPAC/SMS Services

[Copy of Master Contract for NPAC/SMS Services is supplied contemporaneous with providing User this User Agreement]

ATTACHMENT C

Test Schedule for User Certified System

[Copy of Test Schedule pursuant to Sections 6.3 and 7.3(b) to be attached]

ATTACHMENT DKey Personnel

## 1. INTRODUCTION

This Attachment identifies the current representatives of the companies.

## 2. CONTRACTOR

The following is the current Project Executive for Contractor:

Name: Gary Sacra  
Phone: 703-889-6916  
E-Mail: gary.sacra@neustar.biz

## 3. USER

The following is the current Project Representative for User:

Name: Joshua Ploude  
Phone: 310-500-5674  
E-Mail: jp@apeironsys.com

## 4. CUSTOMER

The following is the current Project Executive for Customer:

Name: Paula Campagnoli  
Phone: (925) 325-3325  
E-Mail: paula.campagnoli@t-mobile.com

Name: Deb Tucker  
Phone: (615) 372-2256  
E-Mail: deborah.tucker@verizonwireless.com

Name: Suzanne Addington  
Phone: (913) 762-5626  
E-Mail: suzanne.m.addington@sprint.com