

**Coeur d'Alene Tribe
Red Spectrum Communications**

INTERCONNECTED VOIP PROVIDER (IVP) AGREEMENT WITH NATIVE NETWORK

This Interconnected Inbound/Outbound Voice Over Internet Protocol ("VoIP") Provider Agreement ("IVP Agreement") is subject to and made a part of the Interconnection Agreement ("ICA") Number RSC 052017-0007 between the Coeur d'Alene Tribe, 850 A Street, ("Tribe"), by and through its company, Red Spectrum Communications, LLC ("Red Spectrum") and Native Network, Inc. ("Native Network"), located at 250 East Penny Road, Suite 200 Wenatchee, WA 9880. Red Spectrum and Native Network are collectively referred to herein as "Parties" and individually as a "Party." This IVP Agreement and the Master Service Agreement ("MSA") govern the sale and purchase of the services described below.

1.0 Description.

Native Network will provide a suite of telecommunications services required to support customer telephony via this IVP Agreement.

2.0 Local Market Inbound and Outbound Traffic.

Local Market Inbound and Outbound Traffic is included with Red Spectrum's purchase of Interconnected VoIP Provider ("IVP") trunks and includes all calling areas where Red Spectrum: i) is established as a state-authorized IVP, ii) has acquired telephone resources from the FCC North American Numbering Plan Administrator ("NANPA"), and iii) has indicated to Native Network that this traffic is to be included on Red Spectrum's trunk order.

3.0 Interexchange Outbound Service.

Interexchange ("IXC") Outbound Service is traffic between Red Spectrum's network and other telecommunications carriers. Red Spectrum may pass both Domestic U.S. Originated and Non-Domestic Originated traffic to Native Network to be terminated to any of the locations listed on the pricing schedule as outlined in this IVP Agreement.

4.0 Local Access IVP Inbound and Outbound

This product includes traffic from the Access Tandem, Local Tandem and End Office connections within the local calling areas where the customer owns Telephone Number resources as well as any ported numbers within same area. This product also includes any

inbound traffic from national and international VoIP provider connections that traverse the Native Network.

4.1 Access Tandem. Inbound traffic from the world that flows through traditional Public Switched Telephone Network (PSTN). This includes National and International traffic destined for customers Local Routing Number (LRN) and blocks of number resources. The access tandem for customers region will be Couer D' Alene.

4.2 Local Tandem. Two way traffic originated or terminated from a specific Local Tandem to customers switch and within supported calling areas. A supported calling area is one which the customer has telephone resources authorized by NANPA and as recorded in the Local Exchange Routing Guide (LERG). The LERG shall be the default calling area identifier. Calling area may be revised from time to time to accommodate customers marketing and business objectives. Any modifications will be authorized in writing by both parties prior to any changes going into effect.

4.3 End Office. Two way traffic originated or terminated from a specific Incumbent Local Exchange Carrier ("ILEC") End Office to customers switch and within the supported calling areas. A supported calling area is one which the customer has telephone resources authorized by NANPA and as recorded in the Local Exchange Routing Guide (LERG). The LERG shall be the default calling area identifier. Calling area may be revised from time to time to accommodate customers marketing and business objectives. Any modifications will be authorized in writing by both parties prior to any changes going into effect.

4.4 Session Initiated Protocol ("SIP")- VoIP Interexchange ("IXC") Inbound. One way traffic originated on direct connected 3rd party IXC or Transit networks and terminated on the Native Network SIP IXC network utilizing the SIP protocol. This traffic is then

terminated on the customers IVP trunks and is considered equivalent to Access Tandem Traffic and therefore is covered by IVP trunk charges as described in section.

5.0 Interexchange Service Type.

- 5.1 Red Spectrum has elected to only send interexchange calls that originate within the fifty (50) United States and are routed to Native Network for termination to destinations listed in the pricing schedule ("Domestic-Originated Traffic") through Native Network's network. Except as otherwise noted, the point of origination is determined by the originating Automatic Number Identification ("ANI") and must follow the North American Numbering Plan ("NANP") format.
- 5.2 Red Spectrum agrees to be bound by the pricing and terms associated with this selected Traffic and Trunk Group.
- 5.3 Red Spectrum may deliver traffic destined to any location specified in the applicable Traffic and Trunk Group (Domestic-Originated Traffic).
- 5.4 Native Network shall provide Red Spectrum with the applicable pricing schedule as updated from time to time.
- 5.5 If Red Spectrum delivers traffic to destinations other than what is listed in the applicable pricing schedule, Native Network may issue a redirection message or a surcharge to Red Spectrum.
- 5.6 Red Spectrum shall connect to Native Network's network in a manner and at locations determined by Native Network. Start of service will be concurrent with Red Spectrum's directing SIP-Configured calls via the public Internet to the Internet Protocol ("IP") addresses designated by Native Network, dedicated SIP connection, or Time-Division Multiplexing ("TDM") circuit.

6.0 Signaling.

- 6.1 Concerning all traffic handled for Red Spectrum, Native Network agrees to pass through, without change, all ANI components containing call detail information used in billing access and reciprocal compensation charges.
- 6.2 The Parties agree not to change, manipulate, or in any way intentionally modify traffic line records, including, but not limited to, Calling Party Number ("CPN") and ANI, except as specified in this IVP Agreement.

7.0 Pricing.

- 7.1 IXC Call Terminations. Native Network offers both national and non-national IXC call terminations based upon rate decks.
- 7.2 Local Access Call Terminations. Native Network offers call origination and terminations of local and intra-lata traffic from customer's switch to and from the identified Access Tandem and /or the Local Tandems as well as the any End Office locations to support the customer's contracted calling areas.
- 7.3 Rates for IXC. Native Network shall provide Red Spectrum with rates for termination of Domestic and Non-Domestic Originated Traffic. Rates are calculated per minute and via rate deck with pricing and availability updates on a regular basis by LATA/OCN or by NPANXX at Red Spectrum's choice ("Routing Member and Pricing List").
- 7.4 The Routing Member and Pricing List identify the appropriate footprint and associated rate. Traffic sent outside of the footprint will be billed at the default rate identified in the Routing Member and Pricing List. Unless explicitly stated, any pricing not covered in this Service Order is subject to the applicable Native Network Tariff covering such service. The currency of settlement shall be US Dollar (US\$). Every minute is billed at a single rate.

- 7.5 Rates for Local IVP Access. Rates for local Termination and Originated Traffic are covered by the monthly SIP Trunk charge. A minimum of 20 Trunks inbound and 20 trunks outbound is minimum requirement. As traffic increases additional trunks will be added to accommodate the additional traffic, based on a mutually agreed upon metric that accounts for maximum busy hour traffic and acceptable congestion levels.
- 7.6 Rate Changes. Rates for all traffic are subject to change on thirty (30) days' notice. Modification in rates may be in the form of new rates, charges and/or surcharges or through modification of existing rate elements which are used to determine rates and/or charges. Red Spectrum is liable for payment on any rate changes past the effective date as documented in a delivered rate modification notice.
- 7.7 Call Jurisdiction. For rating purposes, Red Spectrum acknowledges that the call jurisdiction will be determined based upon available call stream data. Red Spectrum warrants that it will not delete, or modify in any way, call stream data. Non-Domestic Originated Traffic that does not conform to the North American Numbering Plan format for the originating ANI and terminating within the United States, will be rated as INTERstate only if such traffic adheres to the standards established in recommendations by the ITU Telecommunication Standardization Sector in the International Public Telecommunication Numbering Plan ("E.164") strings for all fields, including a (+) preceding the originating ANI or using SIP-T with the Nature of Address.
- 7.8 Indeterminate/Non-Domestic, Non-E.164/Outside Footprint. Native Network will charge, and Red Spectrum shall pay, the INTRASTate per minute rate for traffic that does not adhere to the E.164(+) standard for non-domestic originated calls or where call jurisdiction is otherwise unknown or indeterminate. Any call terminated by Native Network that is not on the most current Routing Member and Pricing List provided to Red Spectrum will be charged at the INTRASTate default rate for calls terminating in the

fifty (50) United States and International default rate for calls terminating outside of the fifty (50) United States.

7.9 For the purposes of this IVP Agreement, Native Network is not responsible for fees, duties, taxes or assessments related to any portion of the Non-Domestic traffic delivered to Native Network, and therefore Red Spectrum shall pay such duties and taxes at the rate and in the manner prescribed by law in Red Spectrum's country and/ or the country from which the call originated.

7.10 Call Parameters and Surcharges. Red Spectrum shall adhere to the following call parameters or the applicable surcharges will apply.

7.10.1 Calls Per Second. Calls Per Second ("CPS") refers to how many telephone calls that can be handled in a second. Native Network will provision services to not exceed ten (10) calls per second per 672 ports.

7.10.2 Short Duration Surcharge. A Short Duration ("SD") call is a completed call that is six (6) seconds or less in duration. Red Spectrum shall not intentionally send SD traffic. It is Red Spectrum's responsibility to monitor its traffic for SD traffic. If, however, SD traffic is sent to Native Network, the number of SD calls during any billing cycle must not exceed 15% SD Threshold.

7.10.3 SD traffic percentages are calculated based on the total traffic associated with a product pricing list. If Red Spectrum has traffic associated with multiple product pricing lists, an SD percentage will be calculated per product pricing list. For SD Threshold violations, Native Network will charge, without notice and in addition to the per minute rates (Interstate Long Distance, Intrastate Long Distance and Local, if applicable) a

surcharge equal to \$0.01 per SD call exceeding the applicable SD Threshold during that billing cycle under this IVP Agreement.

7.10.4 Incomplete Call Ratio Surcharges. A Completed Call is a call where Native Network receives answer supervision from the terminating end. The Total Call Attempts equals the total calls attempted (both answered and incomplete). The Incomplete Call Ratio ("ICR") is the ratio of the total call attempts less the completed calls to the total number of attempted calls expressed as a percentage. $ICR = ((Total\ Call\ Attempts - Total\ Completed\ Calls) / Total\ Call\ Attempts) * 100$. Customer's ICR shall not exceed fifty-five (55) percent ("ICR Threshold"). Native Network may, in its sole discretion and upon notice, modify the ICR Threshold if industry standards change. If Red Spectrum's ICR is above the ICR Threshold, Native Network reserves the right, at its sole discretion to impose a surcharge, in addition to the per minutes rates (Interstate Long Distance, Intrastate Long Distance and Local, if applicable) equal to \$0.01 per incomplete call exceeding the ICR Threshold during that billing cycle under this IVP Agreement.

7.10.5 If Red Spectrum is in violation of this section, Red Spectrum shall take immediate remedial action. Notwithstanding, if Red Spectrum's remedial actions do not result in immediate resolution of the issue, Native Network may, in addition to applying applicable surcharges and in its sole discretion (i) modify the CPS; (ii) modify the ICR; and (iii) take curative action that may result in the modification, suspension or cancellation of Red Spectrum's Services.

- 7.11 Routing List Contact. Red Spectrum shall provide Native Network with the proper contact information for the distribution of the Routing Member and Pricing List as provided in this section.

Routing Member and Pricing List Customer Contact:

Name: Tami Williams, Office Manager
Address: Red Spectrum Communications, LLC
PO Box 229
850 A Street, Plummer, ID 83851
Phone: (208) 686-2079
Email: twilliams@cdatribe-nsn.gov

With a Copy To:

Name: Valerie Fast Horse, Director, Coeur d'Alene Tribe
Address: PO Box 408, Plummer, ID 83851
Phone: (208) 686-5059
Email: vjfasthorse@cdatribe-nsn.gov

8.0 Additional Terms.

- 8.1 Native Network, at its sole discretion, may return a redirect message to Red Spectrum for any destination it is unable to deliver traffic. On certain destinations volume restrictions may be applied. These volume restrictions become effective on the first of each month after a fourteen (14) day written notice period.
- 8.2 Nothing in this IVP Agreement shall be construed as obligating Red Spectrum to utilize Native Network exclusively for delivery, or routing of, traffic that is destined for the subscribers of Native Network's Carrier Customers.
- 8.3 Red Spectrum, in accordance with the terms of this IVP Agreement, shall not send any E911, 911, operator services or any other traffic destined for any emergency 911 Center or any other local, state or federal emergency organization, and Native Network will return this traffic to Red Spectrum's originating equipment and will be held harmless

7.0 Auto Dialing and Call Blasting.

- 7.1 Red Spectrum is prohibited from using auto-dialers, continuous call session connectivity, fax broadcasting, fax blasting, mass calling or any other blasting activities without written authorization from Native Network.
- 7.2 If Native Network has reasonable suspicion that Red Spectrum may be in violation of the foregoing prohibitions, Native Network, in its sole discretion, may take curative action that may result in the modification, suspension or cancellation of Red Spectrum's Services.

8.0 Notice.

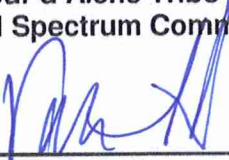
Any notice under this ICA, unless otherwise specified herein, shall be made as specified in the MSA.

11.0 Amendments.

This ICA may be amended at any time by mutual consent of the Parties if such amendments are in writing and signed by each of them.

IN WITNESS WHEREOF, the Parties agree to the provisions set forth herein as evidenced by the signatures of their authorized representatives below:

**Coeur d'Alene Tribe
Red Spectrum Communications, LLC**




Valerie Fast Horse
Director, IT Department



Date

Native Network, Inc.



Andrew Metcalfe
CEO, President



Date