

This MASTER SERVICE AGREEMENT (the "Agreement") is entered into on July 1, 2013 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, 9th Floor, Chicago, IL 60661 and Millicorp d/b/a Millivox, a Florida corporation with its principal place of business located at 12748 University Dr. Ft Myers, FL 33907 (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 service

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 (1) year and will automatically renew for successive one month 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

In order to prevent any disruption of services, upon the expiration or termination of this Agreement, the terms of this Agreement applicable to Customer's acceptance of terminating traffic from Carrier will continue to apply for a period of nine months (the "Post Contract Period"). Further, if requested by Carrier during the Post Contract Period, the Parties will negotiate in good faith the terms of a successor terminating traffic agreement pursuant to terms consistent with this Agreement. For the avoidance of doubt, Carrier will continue to provision and maintain all the facilities necessary for traffic termination during the Post Contract Period or under any successor agreement. For the further avoidance of doubt, neither Party waives any right to advocate its respective position(s) regarding whether the Parties must maintain their existing interconnections or enter into a successor agreement pursuant to applicable state or federal law.

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, if any, and Customer fails to provide within 5 days of receipt of written notice 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 (30) 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) use Carrier service in accordance with all applicable laws and regulations; (b)(i) 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; (c) 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; (d) not wholesale Carrier's Local Transit Service in any manner without prior written consent; and (e) 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 seven (7) 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 agree not to charge for interconnection associated with this service, including port cost, IP transport, termination charges, access charges or installation fees, or for any third-party originated or terminated traffic sent between Customer and Carrier.

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 and Customer 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 legal 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
9th Floor
Chicago, Illinois 60661
Attn: Legal Department

If to Customer:

Millivox
12748 University Dr.
Fort Myers, FL 33907
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.

Confidentiality

As used in this Section, "Confidential Information" means the following information that is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with, or anticipation of, this Agreement:

(1) Books, records, documents and other information disclosed in an audit pursuant to this Agreement; (2) any forecasting information provided pursuant to this Agreement; (3) Customer Information (except to the extent that (a) the Customer Information is published in a directory, (b) the Customer Information is disclosed through or in the course of furnishing directory assistance, operator service, Caller ID, LIDB or a similar service, or (c) the Customer Information needs to be provided to an interconnected or terminating carrier in the call flow in order to provide the Services, or (d) the Customer to whom the Customer Information is related has authorized the Receiving Party to use and/or disclose the Customer Information); (4) information related to specific facilities or equipment; (5) any information that is in written, graphic, electromagnetic, or other tangible form, and marked at the time of disclosure as "Confidential" or "Proprietary"; (6) any information that is communicated orally or visually and declared to the Receiving Party at the time of disclosure, and by written notice with a statement of the information given to the Receiving Party within ten (10) Business Days after disclosure, to be "Confidential" or "Proprietary" and (7) any information that a reasonable person would understand to be confidential due to the context of the disclosure or the nature of the information itself.

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

Except as otherwise provided in this Agreement, the Receiving Party shall use the Confidential Information received from the Disclosing Party only in performance of this Agreement; and using the same degree of care that it uses with similar confidential information of its own (but in no case a degree of care that is less than commercially reasonable), hold Confidential Information received from the Disclosing Party in confidence and restrict disclosure of the Confidential Information solely to those of the Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, that have a need to receive such Confidential Information in order to perform the Receiving Party's obligations under this Agreement. The Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates shall be required by the Receiving Party to comply with the provisions of this Section, in the same manner as the Receiving Party. The Receiving Party shall be liable for any failure of the Receiving Party's Affiliates or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates to comply with the provisions of this Section.

The Receiving Party shall return or destroy all Confidential Information received from the Disclosing Party, including, without limitation, any copies made by the Receiving Party, within thirty (30) days after a written request by the Disclosing Party is delivered to the Receiving Party. The Receiving Party will not be liable for any failure to perform under this

Agreement resulting from the Receiving Party no longer having Confidential Information in its possession pursuant to a request from the Disclosing Party under this Section to return or destroy such Confidential Information.

Unless otherwise agreed, the obligations of this Section will not apply to Confidential Information that:

(1) was, at the time of receipt, already in the possession of or known to the Receiving Party free of any obligation of confidentiality and restriction on use;

(2) is or becomes publicly available or known through no wrongful act of the Receiving Party, the Receiving Party's Affiliates, or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates;

(3) is rightfully received from a third person having no direct or indirect obligation of confidentiality or restriction on use of the Confidential Information to the Disclosing Party with respect to such information;

(4) is independently developed by the Receiving Party;

(5) is approved for disclosure or use by written authorization of the Disclosing Party (including, but not limited to, in this Agreement); or

(6) is legally compelled to be disclosed or is required to be disclosed by the Receiving Party pursuant to applicable law, provided that the Receiving Party shall have made commercially reasonable efforts to give adequate notice of the requirement to the Disclosing Party in order to enable the Disclosing Party to seek protective arrangements.

Notwithstanding the provisions of this Agreement, the Receiving Party may use and disclose Confidential Information received from the Disclosing Party to the extent necessary to enforce the Receiving Party's rights under this Agreement or comply with applicable law. In making any such disclosure, the Receiving Party shall make reasonable efforts to preserve the confidentiality and restrict the use of the Confidential Information while it is in the possession of any person to whom it is disclosed, including, but not limited to, by requesting any governmental authority to whom the Confidential Information is disclosed to treat it as confidential and restrict its use to purposes related to the proceeding pending before it.

The Disclosing Party shall retain all of the Disclosing Party's right, title and interest in any Confidential Information disclosed by the Disclosing Party to the Receiving Party. Except as otherwise expressly provided in this Agreement, no license is granted by this Agreement with respect to any Confidential Information (including, but not limited to, under any patent, trademark or copyright), nor is any such license to be implied solely by virtue of the disclosure of Confidential Information.

The provisions of this Section shall be in addition to and not in derogation of any provisions of applicable law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by a Party of any right with regard to the use, or protection of the confidentiality of, CPNI provided by applicable law.

A Party shall immediately notify the other Party if it learns of any situation that may have resulted in the unauthorized use or disclosure of the other Party's Confidential Information and assist that Party in investigating, assessing, and mitigating the extent and nature of the unauthorized use or disclosure.

Each Party represents and warrants that its arrangements with its interconnecting carriers with respect to transport and delivery of network based communications are consistent with customary practice and usage in the telecommunications industry with respect to implementing appropriate safeguards intended to protect the security and confidentiality of the information transmitted over shared networks, and comply with all applicable laws including, without limitation, the customer proprietary network information requirements under Section 222 of the Act, and the Electronic Communications Privacy Act, as amended.

Each Party's obligations under this Agreement; shall extend for a period of two years following the cancellation or termination of this Agreement.

Except as set forth above, each Party agrees not to provide copies of this Agreement, or to disclose the existence of this Agreement, or otherwise to disclose the terms of this Agreement, to any third party without the prior written consent of the other Party, except: (a) as permitted under this Section, to its attorneys, accountants and consultants who are subject to nondisclosure obligations; and (b) to banks, lending agencies and potential acquirers and merger partners in connection with applying for financing or a merger, acquisition or other transaction so long as the third party reviewing the Agreement is subject to non-disclosure obligations consistent with the non-disclosure provisions set forth in this Agreement.

Neither Party shall use the name or mark of the other in any advertising, sales promotion, press releases or other publicity matters without the prior written consent of the other Party. Notwithstanding the foregoing, while neither Party shall proactively issue a press release or other similar public statement announcing the substance of this Agreement without the consent of the other Party, each Party shall be entitled to acknowledge this Agreement, for example, in comments made to the FCC in rulemaking proceedings or in response to an inquiry from a regulatory agency, the media or other third party. Any other or further disclosure shall solely be made in a statement that is mutually agreed upon in advance by the Parties and is subject to the other Party's consent regarding the timing and manner in which such statement is made.


It is agreed that a violation of any of the provisions of this Section, regarding unauthorized disclosure of Confidential Information will cause irreparable harm and injury to the disclosing Party and that Party shall be entitled, in addition to any other rights and remedies it may have at law or in equity, to seek an injunction enjoining and restraining the receiving Party from doing or continuing to do any such act and any other violations or threatened violations of this Agreement.

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 thirty (30) 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 Florida without regard to choice of law principles. The Tariff is available at: 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

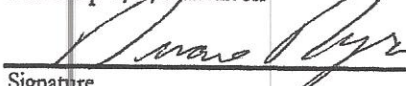
DAVID LOPEZ
Name

SUP of Sales
Title

7-19-13
Date

Date

Millicorp d/b/a Millivox


Signature

Duane Dyar
Name

VP of Operations
Title

7/19/13
Date

Date