

Toll-Free Service Addendum

This TOLL-FREE SERVICE ADDENDUM (the "Addendum") is an addendum to, and is hereby incorporated into, the Customer Terms and Conditions between Apptix and Customer and shall become effective as of the date when signed by both parties.

THIS DOCUMENT MAY BE SUBJECT TO CHANGE WITHOUT NOTICE OR ANNOUNCEMENT; ALL CHANGES WILL BE POSTED ON THE APPTIX WEBSITE (www.apptix.com).

- 1. Toll-Free Service Description. Toll-Free Service is an IP termination service for originated calls that are available in selected Markets where the calls are supported by NADP ("Toll-Free Service"). Apptix will provide Customer with connectivity to such Markets, and will deliver voice traffic to Customer through a net protocol conversion to an IP format via Session Initiation Protocol ("SIP") signaling using G.711 or G.729A voice encoding. Toll-Free Service is intended for use as an inbound-only service. Customer and its Subscribers are strictly prohibited from using (or reconfiguring to support such use) either the Toll-Free Service or any Toll Free Number obtained through purchase of such service in connection with any outbound calls placed by Customer or Customer's Subscribers. Toll-Free Service supports basic SMS and OLI call blocking, acceptance and categorization capabilities. Customer shall use commercially reasonable efforts to ensure that its Subscribers comply with all obligations, requirements and restrictions set forth in this Addendum.
- 1.1 Toll-Free Numbers. Toll-Free Service provides only Toll Free Numbers where, at Customer's option, Apptix or its designee is the Responsible Organization ("Resporg," as defined in 47 C.F.R. § 52.101(b)). If Customer would like Apptix to provide specific Toll-Free numbers, previously in use by Customer, then Customer shall make reasonable commercial efforts to provide Apptix or its designee, on an ongoing quarterly basis, with a non-binding demand forecast setting forth Customer's estimated forecasted usage (on a total minutes of use basis) and Toll Free Number quantities of Toll-Free Service to facilitate Apptix's planning efforts in support of Customer and Customer shall make reasonable commercial efforts to deliver such quarterly forecasts to its Apptix account team (or to such other address provided by Apptix to Customer from time to time) provided, however, that Customer's failure to do so is not to be deemed a material breach of the Agreement and provided further that Apptix shall be excused from any failure or delay in providing the services under this Addendum if Customer does not provide an accurate and complete forecast. Apptix will exercise commercially reasonable efforts to gain access to Toll Free Number quantities to support the Toll-Free Service as specified for each Market by the Customer.
- 1.2 Resporg Assignment. Apptix or its designee shall serve as the Resporg for Customer or (at Customer's option and discretion) for any Subscriber designated as Toll Free Subscribers by Customer (said appointment of Apptix referred to herein as "Resporg Assignment"). Apptix or its designee shall discharge said Resporg Assignment in accordance with all applicable laws, rules and regulations, including 47 C.F.R., Part 52 and the prohibitions on

hoarding, warehousing, brokering, and other restrictions set forth therein. Unless expressly provided otherwise in this Agreement, Apptix or its designee shall be responsible for any number administration contributions or other costs arising from the Resporg Assignment. Promptly upon (but in any event no later than three (3) business days following) the earlier to occur of (i) Customer's written request, or the termination, for any reason whatsoever of (ii) the Agreement or (iii) this Addendum, Apptix or its designee shall promptly release all Toll Free Numbers to the SMS Database, with written confirmation thereof to Customer. This subsection 1.2.will survive the termination of the Agreement.

- 1.3 Customer Premise Equipment ("CPE"). Customer is required to purchase, at its own expense, all hardware and software necessary for the particular Customer VoIP Application to interoperate with Toll-Free Services and the Apptix Managed Network, which hardware and software may include, without limitation, a SIP Proxy Server(s) or a Soft Switch. Customer shall be responsible for obtaining and giving written notice thereof to Apptix, prior to installation of the particular Toll-Free Service, the public IP address(es) for the SIP Proxy Server, Soft Switch, and/or other hardware/software solution provided, however, all right and title to said IP addresses will remain with Customer.
- 2. Definitions. Any capitalized terms used herein and not otherwise defined shall have the meanings set forth first, in the Agreement, second, in Part 52 of the FCC's Rules (47 C.F.R., Part 52 (Numbering)), or third, as customarily used in the telecommunications industry.
- 2.2 "Customer VoIP Application" means the VoIP application developed and/or provided by Customer (or its Subscribers) that is used in connection with Toll-Free Service, but such VOIP application does not include other products or services.
- 2.3 "NADP" means the North American Dialing (or Numbering) Plan.
- 2.4 "OLI" Originating Line Identification is used to define the calling category. For example, pay phone, hotel, prison, etc.
- 2.5 "SMS" Service Management System which allows Customers to define call blocking and call acceptance parameters. Allows for configuration for blocking any Toll-Free number from originating in a State, LATA, NPA/NXX combo or by specific telephone number.
- 2.6 "SMS Database" has the meaning set forth in 47 C.F.R. § 52.101(d).
- 2.7 "Market" means any geographic area (as defined by Apptix) in which Apptix provides Toll Free Service to Customer.
- 2.8 "Toll Free Number" or "TFN" has the meaning set forth in 47 C.F.R. § 52.101(f).
- 2.9 "IP" means Internet Protocol.
- 2.10 "PSTN" means the public switched telephone network.
- 2.11 "VoIP" means voice over IP.
- 2.12 "Soft Switch" means a server that controls calls across circuit-switched and packet-switched networks.
- 2.13 "Subscriber" or "Toll Free Subscriber" means an individual, organization, company, or other end-user that purchases a VoIP-based toll-free communications service supported by the Toll-Free Service from Apptix.

- 3. Regulatory Matters. In the event that any calls placed to Customer via Toll-Free Service contain a privacy indicator imposed by the originating telephone subscriber, Apptix shall cause its vendor to provide call detail information to Customer, notwithstanding the privacy indication, provided that Customer hereby agrees as follows:
 - 3.1 Customer will use the telephone number and billing information only for billing and collection, routing, screening, and completion of the originating telephone subscriber's call or transaction
 - 3.2 Customer is prohibited from reusing or selling the telephone number or billing information without first notifying the originating telephone subscriber, and obtaining affirmative written consent of such subscriber for such reuse or sale and
 - 3.3 Except as permitted in (3.1) or (3.2) above, Customer is prohibited from using any information derived from ANI, Called Party Number ("CPN") or the charge number service for any purpose other than (i) performing services or transactions that are the subject of the originating telephone subscriber's call, (ii) ensuring network performance, security and the effectiveness of call delivery (iii) compiling, using, and disclosing aggregate information, and (iv) complying with applicable law or legal process.
 - 3.4 Provided, however, the requirements imposed under paragraphs (3.1), (3.2) and (3.3) foregoing shall not prevent Customer (or any Subscriber) to whom ANI, CPN, or charge number services provided hereunder from using (a) the telephone number and billing information so provided and (b) any information derived from the ANI, CPN, or charge number service, or from the analysis of the characteristics of a telecommunications transmission, to offer a product or service that is directly related to the products or services previously acquired by the originating telephone subscriber the Customer (or its Subscribers). Use of such information in the foregoing sentence is subject to the requirements of 47 C.F.R. §§ 64.1200, 64.1201, and 64.1504(c).
 - 3.5 Customer acknowledges and understands that the regulatory requirements applicable to VoIP services are currently under development and may be subject to change or clarification.
 - 3.6 The Parties agree that the restrictions on the use of ANI, CPN and charge number services in this Section 4 are based entirely upon (and will be deemed automatically amended to reflect changes to) Sections 64.1200, 64.1201, and 64.1504(c) of the FCC's rules (47 C.F.R. §§ 64.1200, 64.1201, and 64.1504(c)).
- 4. Pricing. Apptix will invoice Customer, and Customer agrees to pay Apptix, all undisputed charges for all Toll-Free Service provided by Apptix to Customer, calculated as follows: (a) a non-recurring charge per Toll Free Number (b) a monthly recurring charge per Toll Free Number (c) any reasonable fees, charges or surcharges to recover amounts that Apptix is required by governmental or quasi-governmental authorities to collect on Customer's behalf, or to pay to third parties in support of statutory or regulatory programs, and (d) monthly Toll-Free Enhanced Usage charges, which charges shall be as set forth in the Pricing Schedule attached hereto, or as otherwise agreed between the parties in writing or as more particularly described in an applicable Order Form, all of which Charges will remain fixed for the Term.
- 5. Billing and Payment Terms. Billing and payment terms shall be as set forth in the Customer Terms and Conditions Agreement.

- 6. Porting/Transferring Customer of Record. In the event Customer elects to port to another carrier or other supplier any Toll Free Number (a "Porting Number") currently supported by Toll-Free Service ordered by Customer under the terms of this Addendum, Customer agrees that until such time as the Porting Number is fully ported and no further traffic for such Porting Number traverses the Apptix Managed Network, Customer shall remain bound by the terms of this Addendum and the Agreement (including, without limitation, Customer's obligation to pay for the applicable charges for Toll-Free Service and the TFN for any and all traffic which remains on the Porting Number.
- 7. Severability. If any provision of this Agreement, or part thereof, shall be held invalid or unenforceable in any respect, or if changes in applicable laws or regulations should render any provision of this Agreement, or part thereof invalid or unenforceable in any respect, the remainder of the Agreement or provision shall not be affected thereby, provided that the Parties shall negotiate in good faith to reformulate such invalid provision, or part thereof, or related provision, to as closely reflect the original intent of the Parties as possible, consistent with applicable law, and to effectuate such portions thereof as may be valid without defeating the intent of such provision.