

UT-082030-AF



Verizon Northwest Inc.

P.O. Box 1003
Everett, WA 98206-1003
Fax: 425-261-5262

November 10, 2008

Washington Utilities and
Transportation Commission
P.O. Box 47250
1300 S. Evergreen Park Drive SW
Olympia, Washington 98504-7250

RECEIVED
REGISTRATION DIVISION
2008 NOV 12 AM 8:02
OFFICE OF THE
COMMISSIONER

Subject: AFFILIATED INTEREST AGREEMENT – ADVICE NO. 375

To whom it may concern:

Enclosed for the Commission's file is a verified copy of a billing services agreement between Verizon telephone operating companies, including Verizon Northwest Inc., and various other Verizon companies. The footer and other provisions notwithstanding, the companies are not requesting confidential treatment of this document. Note that there is an error on the page footer: there are only 65 pages to the document (not 67).

Please call me at 425-261-5006 if you have any questions.

Very truly yours,

Richard E. Potter
Director
Public Affairs, Policy & Communications

Enclosure

VERIFICATION OF AFFILIATED INTEREST AGREEMENT

I verify that the enclosed is a true copy of a billing services agreement between Verizon telephone operating companies, including Verizon Northwest Inc., and various other Verizon companies.

Richard E. Potter Date: 11/10/08

Richard E. Potter
Director
Verizon Northwest Inc.

**BILLING SERVICES AGREEMENT
BETWEEN
VERIZON AFFILIATES
AND
VERIZON SERVICES CORP.**

**VERIZON/VERIZON AFFILIATES
PROPRIETARY INFORMATION**

**Not for outside disclosure or discussion
beyond those persons or agents of
VERIZON AFFILIATES or VERIZON
having direct involvement with the
development of this Agreement.
Not intended for internal distribution
beyond those persons with a need to know.**

**Billing Services Contracts
600 Hidden Ridge - Irving, Texas**

VERIZON AFFILIATES
BILLING SERVICES AGREEMENT

INDEX

<u>Agreement</u>	<u>Title</u>	<u>Page</u>
	The Agreement	1
Section 1	Rates and Charges	2
Section 2	Purchase of Accounts Receivable; Settlements	3
Section 3	Carrier Representations and Warranties	3
Section 4	Certain Carrier Covenants	4
Section 5	Definitions and References Generally	6
Section 6	Verizon End-User Reservations	6
Section 7	Term and Termination	7
Section 8	Applicable Law	9
Section 9	Assignment	10
Section 10	Assurance of Payment	10
Section 11	Ancillary Bills and Payments; Disputed Amounts	11
Section 12	Change Request Process	12
Section 13	Confidentiality	12
Section 14	Counterparts	14
Section 15	Dispute Resolution	14
Section 16	Force Majeure	15
Section 17	Good Faith Performance	16
Section 18	Headings	16
Section 19	Indemnification	16
Section 20	Intellectual Property	16
Section 21	Joint Work Product	17
Section 22	Law Enforcement	17
Section 23	Liability	17
Section 24	Non-Exclusive Remedies	18
Section 25	Notices	18
Section 26	Publicity and Use of Trademarks or Service Marks	19
Section 27	Relationship of the Parties	20
Section 28	Right of Set-Off	20
Section 29	Severability	21
Section 30	Subcontractors	21
Section 31	Successors and Assigns	21
Section 32	Survival	21
Section 33	Taxes	21
Section 34	Technology Upgrades and Billing Format Changes	21
Section 35	Territory	21
Section 36	Third Party Beneficiaries	22
Section 37	Transmission of Billing Records	22
Section 38	Waiver	22
Section 39	Warranties	22
Section 40	Signatures	23

VERIZON AFFILIATES
BILLING SERVICES AGREEMENT

ATTACHMENTS

Attachment Number	Title	Page
A	Glossary	25
B	Rates and Charges for the Services	31
C	Taxes	44
D	Carrier Services Schedule	47

VERIZON AFFILIATES
BILLING SERVICES AGREEMENT

SERVICE ATTACHMENTS

<u>Service Attachment Number</u>	<u>Title</u>	<u>Page</u>
1	Message Ready Billing Service	53
2	Invoice Ready Billing Service	55
3	Pay-Per-Call Billing Service	57
4	Supplemental Services	59
5	End-Users Communications Services	60
6	Sub-CIC Service	62
8	Direct Bill Preparation and Distribution Service	63
9	Fraud Management Service	65

BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT (this "Agreement") is effective as of October 1, 2008 (the "Effective Date"), by and between Verizon Services Corp., with offices at One Verizon Way, Basking Ridge, New Jersey 07920, on behalf of its affiliated Incumbent Local Exchange Carriers (individually and collectively, "Verizon"), and the Verizon Affiliates listed in Attachments D1 through D6 (each individually a "Carrier" and collectively the "Carriers"). Verizon and Carriers may be referred to hereinafter each, individually, as a "Party" and, collectively, as the "Parties".

WHEREAS, the Parties wish to enter into certain billing services arrangements in accordance with the rates, terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Agreement

- 1.1 This Agreement is comprised of: (a) this principal document; (b) Attachments A through D6 (the "Glossary and Rate Attachments"); (c) the service attachment(s) listed below (the "Service Attachments" and, together with the Glossary and Rate Attachments and this principal document, the "Primary Document") and (d) the Verizon Tariffs applicable to the Services (as defined below) that are offered for sale by Verizon in the Primary Document (which Tariffs are incorporated into and made a part of this Agreement by reference).

Service Attachment	Service
Service Attachment 1	Message Ready Billing Service
Service Attachment 2	Invoice Billing Service
Service Attachment 3	Pay-Per-Call Billing Service
Service Attachment 4	Supplemental Services
Service Attachment 5	End-Users Communications Services
Service Attachment 6	Sub-CIC Service
Service Attachment 7	[Reserved]
Service Attachment 8	Direct Bill Preparation and Distribution Service
Service Attachment 9	Fraud Management Service

- 1.2 Carriers may purchase from Verizon one (1) or more of those certain billing and collection services, as more fully described in the Service Attachments (the "Services"), in each case in accordance with the rates, terms and conditions of this Agreement. The specific Services that each Carrier wishes to purchase are set forth in Attachments D1 through D6.
- 1.3 Except as otherwise expressly provided in the Primary Document, conflicts among provisions in the Primary Document and the Tariffs shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) the Primary Document and (b) the Tariffs. The fact that a provision appears in the Primary Document but not in a Tariff, or in a Tariff but not in the Primary Document, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 1.3.
- 1.4 This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements, understandings or representations relating thereto, and merges all prior discussions between the Parties; provided, however, notwithstanding any other provision of this Agreement or otherwise, this Agreement is an amendment, extension and restatement of the Parties' prior billing and collections

agreement(s) or billing services agreement(s), if any, and, as such, this Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to any prior billing and collections agreements or billing services agreements and, accordingly, all monetary obligations of the Parties to one another under any prior billing and collection agreements or billing services agreements shall remain in full force and effect and shall constitute monetary obligations of the Parties under this Agreement (provided, however, that nothing contained in this Agreement shall convert any claim or debt that would otherwise constitute a prepetition claim or debt in a bankruptcy case into a postpetition claim or debt). In connection with the foregoing, Verizon expressly reserves all of its rights under the Bankruptcy Code and Applicable Law to seek or oppose any relief in respect of the assumption, assumption and assignment, or rejection of this Agreement or any billing and collection agreements or billing services agreements between Verizon and any Carrier.

- 1.5 Except as otherwise provided in the Primary Document, the Primary Document may not be waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, Verizon shall have the right to add, modify or withdraw its Tariff(s) at any time, without the consent of, or notice to, any Carrier. No amendment to this Agreement that materially affects the rights and obligations of a Carrier hereunder shall be binding against such Carrier unless such amendment is executed by such affected Carrier. For the avoidance of any doubt, nothing in this Agreement shall require an amendment to be executed by a Carrier that is not materially affected by such amendment prior to becoming effective.

2. Rates and Charges

- 2.1 The rates and charges for the Services are set forth in Attachment B to this Agreement. Verizon shall bill and each Carrier shall pay the rates and charges set forth in Attachment B, as amended or modified from time to time in accordance with the terms and conditions of this Agreement, for the Services that such Carrier purchases and is provided hereunder provided hereunder.
- 2.2 Verizon may, in its sole and absolute discretion, increase any individual rate or charge set forth in Attachment B upon ninety (90) days prior written notice. Verizon shall not increase any individual rate or charge more than once every twelve (12) calendar months during the term of this Agreement. If Verizon raises any individual rate or charge set forth in Attachment B applicable to a Carrier by more than ten percent (10%) in any twelve (12) month period, such Carrier may terminate this Agreement upon ninety (90) days prior written notice to Verizon.
- 2.3 Without in any way limiting a Carrier's obligation to timely pay Verizon for any and all Services that such Carrier obtains from Verizon under this Agreement and, rather, by way of establishing a minimum "take or pay" obligation, each Carrier hereby agrees to pay to Verizon, during every month of the Initial Term and any Renewal Term, in each Verizon Billing Region, a monthly minimum amount equal to the applicable Minimum Monthly Charge in each Verizon Billing Region, as set forth in Attachment B, with respect to the monthly charges for the Services that each Carrier purchases under this Agreement. For the avoidance of any doubt, a separate Minimum Monthly Charge applies for each Verizon Billing Region as set forth in Attachment B.
- 2.4 To the extent required by Applicable Law and, notwithstanding anything in this Agreement to the contrary, rates and charges billed by Verizon and paid by each Carrier under this Agreement shall also comply with cost allocation and affiliate transaction requirements set forth in 47 C.F.R. Parts 32 and 64. Rates and charges shall be subject to increase or decrease during the term of this Agreement so that Verizon can recover costs allocated pursuant to Parts 32 and 64 for Services

performed by Verizon under this Agreement. Each Carrier shall pay all such increased or decreased charges prospectively after the increased or decreased charges have been determined by Verizon.

3. Purchase of Accounts Receivable; Settlements

- 3.1 Each Carrier shall sell, transfer and deliver or cause to be sold, transferred and delivered to Verizon, and Verizon shall purchase from each such Carrier, accounts receivable for Accepted Billing Records from each such Carrier. The amount paid shall be the U.S. dollar amount of such accounts receivable for Accepted Billing Records minus any amounts deducted as a result of the edits, Adjustments and procedures set forth in the Policies. Payments hereunder shall be made in accordance with the Policies.
- 3.2 Verizon may withhold payment of all or any portion of the amount due to a Carrier for any accounts receivable purchased pursuant to Section 3.1, or any other amounts otherwise owed to such Carrier, until such time as Verizon is fully satisfied, in its sole and absolute discretion, that (a) such Carrier is financially capable of carrying out its duties and responsibilities set forth in this Agreement or (b) there are no outstanding financial obligations owed by such Carrier to Verizon.
- 3.3 Verizon shall have no obligation to a Carrier for any Uncollectible but may, in its sole and absolute discretion and without limitation (a) Recourse any Uncollectible to such Carrier without further liability or (b) sell any Uncollectible to third parties at such time as Verizon determines that collection activity is unlikely to result in any collection of the debt owed. If Verizon sells any Uncollectible to a third party and a recovery is made from any such sale, Verizon may pay such Carrier an amount, as determined by Verizon in its sole and absolute discretion, that is based on the total sales price of such Uncollectible and such Carrier's calculated percentage of the Uncollectible so sold and, for the avoidance of any doubt, any such payment to such Carrier shall be deemed to be payment in full to such Carrier and in satisfaction of any and all amounts owed to such Carrier without further obligation on the part of Verizon.
- 3.4 Each Carrier shall remain liable to Verizon for any and all Unbillable, Uncollectible or Adjusted amounts that accrued on or before, or that accrue after, any expiration or termination of this Agreement and that relate to any account receivable that Verizon purchases pursuant to Section 3.1 above.
- 3.5 The provisions of this Section shall survive the expiration or termination of this Agreement.

4. Carrier Representations and Warranties

Each Carrier represents and warrants that:

- 4.1 it is duly organized, validly existing and in good standing under the laws of the state of its organization;
- 4.2 it has obtained all required authorizations under Applicable Law to conduct business as a Telecommunications Services provider or billing agent in each Verizon Billing Region in which Carrier has requested that Verizon provide Billing Services hereunder;
- 4.3 the execution, delivery and performance of this Agreement have been duly authorized by all requisite corporate or partnership action and will not violate (a) any

provision of Applicable Law or (b) any provision of any agreement to which Carrier is party;

- 4.4 this Agreement has been duly executed and delivered by Carrier and constitutes a legal, valid and binding obligation of Carrier, enforceable against Carrier in accordance with its terms;
- 4.5 it is financially capable of carrying out its duties and responsibilities set forth in this Agreement;
- 4.6 it does not have an officer, director, general partner, or holder of at least five percent (5%) of its ownership interest (any of the foregoing, a "Principal") who is or has been a Principal of any entity that has entered into a billing and collection agreement or billing services agreement with Verizon, or any Affiliate of Verizon, that has been terminated for cause by Verizon or any Affiliate of Verizon;
- 4.7 it does not have a Principal who is or has been (a) a Principal of any entity alleged to have been involved in Cramming, Slamming, or other illegal, fraudulent, misleading or suspicious activity or (b) under investigation by any governmental authority; and
- 4.8 it is authorized under its terms of service with End-Users to impose late payment charges on amounts billed by Verizon on Carrier's behalf.

5. Certain Carrier Covenants

Each Carrier covenants that:

- 5.1 it shall not have a Principal who is or has been a Principal of any entity that has entered into a billing and collection agreement or billing services agreement with Verizon, or any Affiliate of Verizon, that has been terminated for cause by Verizon or any Affiliate of Verizon;
- 5.2 if it is acting as a Clearinghouse, it shall not submit Billing Records for any Sub-CIC that has a Principal who is or has been a Principal of any entity that (a) has entered into a billing and collection agreement or billing services agreement with Verizon, or any Affiliate of Verizon, that has been terminated for cause by Verizon or any Affiliate of Verizon or (b) submitted Billing Records through a Clearinghouse to Verizon or any Verizon Affiliate and has had such arrangements terminated at Verizon's request;
- 5.3 it shall not have a Principal who is or has been (a) a Principal of any entity alleged to have been involved in Cramming, Slamming, or other illegal, fraudulent, misleading or suspicious activity or (b) under investigation by any governmental authority;
- 5.4 if it is acting as a Clearinghouse, it shall not submit Billing Records for any Sub-CIC that has a Principal who is or has been (a) a Principal of any entity alleged to have been involved in Cramming, Slamming, or other illegal, fraudulent, misleading or suspicious activity or (b) under investigation by any governmental authority;
- 5.5 It shall not amend any terms of service with End-Users that authorize the imposition of late payment charges on amounts billed by Verizon on its behalf;
- 5.6 if Carrier is acting as a Clearinghouse, Carrier it shall ensure that no Sub-CIC amends any terms of service with End-Users that authorize the imposition of late payment charges on amounts billed by Verizon on such Sub-CIC's behalf;
- 5.7 it shall not submit Billing Records that are not Authorized Billing Records to Verizon;

- 5.8 it shall immediately provide written notice to Verizon if it (or, if it acts as a Clearinghouse, either it or any Sub-CIC) receives formal or informal notice from any federal or state agency or governmental body (including without limitation the FCC, the Federal Trade Commission ("FTC"), the United States Department of Justice, the Federal Bureau of Investigation ("FBI"), any United States or state attorney general or state public utility commission) that it, any Sub-CIC, or a Principal or other management of any of the foregoing, is under an investigation by such agency or governmental body;
- 5.9 it shall maintain a telephone number for End-User contact referrals, shall provide (or if it is acting as a Clearinghouse, shall require that each Sub-CIC for which it submits Billing Records provide) adequate customer service personnel during its specified business hours, and shall ensure that End-User inquiries and customer complaints are resolved in a reasonable, responsive and expeditious manner, including but not limited to a description of services and associated charges; each Carrier shall provide (and if it acts as a Clearinghouse, shall ensure that each Sub-CIC provides) for inclusion on each End-User bill, a toll-free number answered by a live person during normal business hours that can answer all questions regarding the information on the End-User's bill as well as provide information regarding the End-User's account with it or Sub-CIC, as applicable;
- 5.10 if it is acting as a Clearinghouse, it shall, upon Verizon's request, immediately cease submitting Billing Records for any Sub-CIC;
- 5.11 if it is acting as a Clearinghouse, it shall provide, at a minimum, the following information for each Sub-CIC for which it submits Billing Records to Verizon and it shall immediately inform Verizon of any changes to such information: (a) Sub-CIC corporate name, (b) Sub-CIC address and phone number; (c) names of all Principals and other management of Sub-CIC; and (d) background and history of all Principals and other management of Sub-CIC;
- 5.12 it shall provide Verizon, upon thirty (30) days written notice, access, at its own expense, to its records containing information relating to its customer contact policies and procedures, its customer complaint records and procedures, its record screening and formatting procedures and its transmission procedures;
- 5.13 if it is acting as a Clearinghouse, it shall ensure that Sub-CICs comply with the provisions of this Agreement (including, but not limited to the provisions of applicable Tariffs);
- 5.14 it shall not (and if it is acting as a Clearinghouse shall ensure that Sub-CICs do not) directly or indirectly, suggest, recommend, counsel or advise any person on procedures or methods for circumventing Applicable Law, restrictions or prohibitions set forth in this Agreement, Verizon's Policies, or services provided by Verizon to End-Users, including without limitation Bill Block or any Call Blocking Services;
- 5.15 it shall immediately block access to its lines from any End-User line upon the request of the End-User;
- 5.16 if it is acting as a Clearinghouse:
- (a) it shall submit to Verizon monthly reports of the number of Cramming complaints received by it or any Sub-CIC;
 - (b) it shall require each Sub-CIC, under the circumstances set forth in Section 5.16(c) below, that for at least six (6) months Sub-CICs provide to new Sub-CIC subscribers in Florida, via U.S. mail, prior written notice regarding (i) the services

purchased, (ii) the date when charges for such services will begin to appear on such subscriber's Verizon bill, (iii) the amount of charges for such services and (iv) how a subscriber may cancel such service subscription. Such Carrier shall require such Sub-CIC to provide any such notice at least seven (7) Business Days prior to the commencement of any service charges.

(c) it shall require Sub-CICs to provide the notifications required by Section 5.16(b) above when any Sub-CIC, or any affiliate or company that shares common officers, directors, or owners with such Sub-CIC, meets any of the following conditions:

(i) If the total number of Cramming complaints nationwide against any Sub-CIC in any month (A) received by Verizon from End-Users and (B) that it reports to Verizon pursuant to Section 5.16(a) exceeds two hundred twenty (220) in any month;

(ii) such Sub-CIC is the subject of any filing, issuance or commencement of any investigation, complaint, charge, action, indictment, order or other proceeding alleging cramming or any other improper billing activity by any federal, state or municipal law enforcement agency, governmental unit, regulatory body or judicial authority, including the Florida Public Service Commission; or

(iii) Verizon determines that such Sub-CIC has engaged in practices that are misleading or confusing to End-Users.

6. Definitions and References Generally

6.1 Capitalized terms used and not otherwise defined in the Primary Document have the meanings set forth in the Glossary attached as Attachment A to this Primary Document. Terms used in a Tariff have the meanings set forth in the Tariff. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." All references herein to Articles, Sections, Exhibits, Attachments and Schedules shall be deemed to be references to Articles and Sections of, and Exhibits, Attachments and Schedules to, this Primary Document unless the context shall otherwise require. The word "will" shall be construed to have the same meaning and effect as the word "shall." The words "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to this Primary Document in its entirety and not to any particular provision hereof. The term "or" is used in its inclusive sense ("and/or"). The words "state" and "states" shall be construed to include the District of Columbia. The definitions set forth herein shall apply equally to both the singular and plural forms defined unless the context shall otherwise require.

6.2 Unless the context shall otherwise require, any reference to a Tariff, agreement, technical or other document (including Verizon or third party guides, practices or handbooks), or provision of Applicable Law, is to such Tariff, agreement, document, or provision of Applicable Law, as amended and supplemented from time to time (and, in the case of a Tariff or provision of Applicable Law, to any successor Tariff or provision of Applicable Law).

7. Verizon End-User Reservations

7.1 Nothing in this Agreement shall limit any right Verizon may have under Applicable Law to suspend, deny, condition or terminate services to any End-User.

- 7.2 Each Carrier hereby authorizes Verizon to cease billing on such Carrier's behalf if Verizon suspends or terminates services to an End-User for any reason, including (by way of example and not limitation) for nonpayment.
- 7.3 Verizon may, in its sole and absolute discretion, determine the need for an advance payment and/or deposit from an End-User to secure a new or existing End-User account.
- 7.4 Verizon shall apply partial payments received from an End-User in a manner determined by Verizon in its sole and absolute discretion. No Carrier nor any End-User shall be permitted to designate the manner in which partial payments received from an End-User are to be applied.
- 7.5 Nothing in this Agreement shall limit any right Verizon may have under Applicable Law to install any blocking services, including without limitation Bill Block or any Call Blocking Services, on an End-User's line.
- 7.6 Each Carrier hereby authorizes Verizon to impose late payment charges upon an End-User as determined by Verizon in its sole and absolute discretion.
- 7.7 Verizon may, in its sole and absolute discretion, notify End-Users upon suspension or termination of any or all billing arrangements between any Carrier and Verizon under this Agreement.

8. Term and Termination

- 8.1 This Agreement shall be effective as of the Effective Date and, unless terminated earlier in accordance with the terms hereof, shall continue in effect until September 30, 2011 (the "Initial Term"). The Initial Term may not be extended or renewed except by the written agreement of the parties.
- 8.2 In case of the happening of any of the following events ("Events of Default"):
- (a) any representation or warranty made or deemed made by a Carrier or any Sub-CIC in or in connection with this Agreement, or any representation, warranty, statement, or information contained in any report, certificate, financial statement, instrument or other document furnished by such Carrier or any Sub-CIC in connection with this Agreement, shall prove to have been false or misleading in any material respect when so made, deemed made, or furnished;
 - (b) default shall be made in the due observance or performance by a Carrier or any Sub-CIC of any covenant, condition or agreement contained in this Agreement;
 - (c) an involuntary proceeding shall be commenced or an involuntary petition shall be filed in a court of competent jurisdiction seeking (i) relief in respect of a Carrier, or of a substantial part of the property or assets of such Carrier, under Title 11 of the United States Code, as now constituted or hereafter amended, or any other bankruptcy, insolvency, receivership or similar law, (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for such Carrier or (iii) the winding-up or liquidation of such Carrier; and such Carrier by any act indicates its approval thereof, consent thereto or acquiescence therein or such proceeding or petition shall continue undismissed for sixty (60) days or an order, judgment, decree approving or ordering any of the foregoing shall be entered;
 - (d) a Carrier shall (i) voluntarily commence any proceeding or file any petition seeking relief under Title 11 of the United States Code as now constituted or

hereafter amended, or any other applicable bankruptcy, insolvency, receivership or similar law, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or the filing of any petition described in (c) above, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for such Carrier or for a substantial part of the property or assets of such Carrier, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, (vi) become unable, admit in writing its inability or fail generally to pay its debts as they become due or (vii) take any action for the purpose of effecting any of the foregoing;

(e) a federal or state agency files a complaint or initiates an investigation against a Carrier, a Sub-CIC, or a Principal or other management of the foregoing alleging Cramming or any other unlawful, misleading or deceptive billing activity, or such Carrier, a Sub-CIC, or a Principal or other management of the foregoing is found by a court of competent jurisdiction or state agency through its administrative judicial powers to have engaged in Cramming or any other unlawful, misleading or deceptive activity;

(f) If a Carrier acts as a Clearinghouse, Verizon makes an excessive number of requests (as determined by Verizon in its sole and absolute discretion) to cease submitting Billing Records on behalf of Sub-CICs;

(g) there shall have occurred a Change of Control;

(h) any Carrier, any Sub-CIC, or a Principal or other management of any of the foregoing are under any investigation by any federal or state agency or governmental body, including but not limited to, the FCC, FTC, US Department of Justice, FBI, US or state attorney general or state public utility commission;

(i) any Carrier or any Sub-CIC exceeds the thresholds for complaints or escalated complaints set forth in Verizon's Policies, whether for Cramming or otherwise;

(j) the level of Adjustments made by Verizon for a Carrier or any Sub-CIC exceed fifteen percent (15%) of the amount billed to End-Users for two (2) consecutive months;

(k) the level of Adjustments made by Verizon for a Carrier or any Sub-CIC for charges relating to Pay-Per-Call or other services exceeds twenty per cent (20%) of the amount billed for such services to End-Users for two (2) consecutive months; or

(l) Verizon receives ten (10) or more complaints from End-Users during any thirty (30) day period stating that any Carrier charges were not authorized;

then, and in every such event, and at any time thereafter during the continuance of such event, Verizon may in its sole and absolute discretion (a) suspend the provision of any services it provides hereunder to such Carrier or any Sub-CIC, (b) terminate this Agreement or (c) terminate the provision of any services it provides hereunder to such Carrier or any Sub-CIC.

- 8.3 Without limiting any rights or remedies available to Verizon under this Agreement or Applicable Law, if a Carrier submits Billing Records or other charges to Verizon in violation of the terms of this Agreement, Verizon may in its sole and absolute discretion reject any such Billing Records or other charges not yet billed or, if already

billed, Verizon may in its sole and absolute discretion return such Billing Records or charges to such Carrier without further obligation to Verizon. For the avoidance of any doubt, Verizon may in its sole and absolute discretion refuse to bill for or accept the Billing Records or other charges of any Sub-CIC.

- 8.4 Notwithstanding anything in this Agreement to the contrary, Verizon may terminate this Agreement upon thirty (30) days prior written notice.
- 8.5 Upon expiration or termination of this Agreement with respect to any Carrier, unless otherwise expressly provided herein, all charges due and accrued for Services provided in accordance with the terms of this Agreement shall automatically become due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by each Carrier, and such Carrier shall pay to Verizon within thirty (30) days after such termination or expiration any and all charges due and accrued for Services provided in accordance with the terms of this Agreement, including any applicable termination liabilities.
- 8.6 For the avoidance of any doubt, if Verizon terminates this Agreement upon an Event of Default, the defaulting Carrier shall pay Verizon the cost of system development and installation, plus any non-recoverable costs of system development and installation (including, but not limited to reinstatement of software and removal of system code) that Verizon has incurred in connection with the provision of Services to the defaulting Carrier under this Agreement.
- 8.7 For the further avoidance of any doubt, if Verizon terminates this Agreement upon an Event of Default, the defaulting Carrier shall pay, for each Verizon Billing Region that the defaulting Carrier obtains Services from Verizon hereunder, the Minimum Monthly Charge, as set forth in Attachment B, multiplied by the number of months that would have remained in the Initial Term or any Renewal Term, as applicable, if the Agreement had not been terminated.

9. Applicable Law

- 9.1 The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the State of New York, without regard to its conflicts of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws. Verizon and each Carrier irrevocably consents to the personal and subject matter jurisdiction of the courts located in the Borough of Manhattan, State of New York to the extent necessary to give effect to or to enforce the provisions of this Agreement, and waives any defense of lack of jurisdiction, improper venue or inconvenient forum.
- 9.2 Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement. If a Carrier acts as a Clearinghouse, such Carrier shall ensure that each Sub-CIC remains in compliance with Applicable Law.
- 9.3 Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects, the notifying Party's ability to perform its obligations under this Agreement.
- 9.4 This Agreement may be filed with the FCC or each applicable state commission, as determined by Verizon in its sole and absolute discretion. No Carrier shall oppose, or if requested by Verizon, each Carrier shall make known its support of, steps undertaken by Verizon to oppose or appeal any filing requirement or to obtain a protective order from the FCC or applicable state commission such that the Agreement shall be filed as confidential information under seal. Nothing in this Section 9.4 shall derogate from the rights set forth in Section 8 above.

- 9.5 If Applicable Law requires that this Agreement be filed with or approved by a regulatory agency before the Agreement becomes effective, this Agreement, even if fully executed, shall not become effective in such jurisdiction until the first Business Day after such filing or approval has occurred.

10. Assignment

- 10.1 No Carrier may assign this Agreement or any right or interest under this Agreement, assign or delegate any obligation under this Agreement, or assign or transfer any service arrangement obtained under this Agreement without the prior written consent of Verizon, which such consent may be withheld, by way of example and not by limitation, if the assignor fails to pay in full all invoices, past due and current, disputed and undisputed, under this Agreement. Any attempted assignment, delegation or transfer in violation of this Section 10 shall be void and ineffective and constitute a material breach of this Agreement. No assignment, transfer or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.
- 10.2 Neither the assignment of this Agreement by a Carrier or of any right by a Carrier under this Agreement, including by collateral assignment, nor the granting of any security interest by a Carrier with respect to this Agreement or any rights of a Carrier under this Agreement or resulting from this Agreement, shall impact any of Verizon's rights under Applicable Law, including the rights of setoff and recoupment, as if such assignment or granting of security interest had not occurred. No such assignee or secured party shall have any rights in excess of those of such Carrier itself under this Agreement, and any defense, setoff, recoupment or claim of Verizon against such Carrier shall have priority over the rights of an assignee or secured party of such Carrier regardless of whether such defense, setoff, recoupment or claim accrues before or after Verizon receives a notification of the assignment or security interest.

11. Assurance of Payment

- 11.1 At any time and from time to time based on the conditions set forth in this Section 11, Verizon may request, and a Carrier shall provide to Verizon, adequate assurance of payment of amounts due and payable (or to become due and payable) to Verizon hereunder.
- 11.2 Verizon may request, and a Carrier shall provide, assurance of payment of charges if such Carrier (a) prior to the Effective Date, has failed to timely pay an invoice rendered to such Carrier by Verizon or its Affiliates, (b) on or after the Effective Date, fails to timely pay an Ancillary Bill (as defined in Section 12 herein) rendered to such Carrier by Verizon or its Affiliates, (c) on or after the Effective Date is unable to demonstrate that it is creditworthy to Verizon's reasonable satisfaction, or (d) is unable to pay its debts as such debts become due and payable, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.
- 11.3 Unless otherwise agreed in writing by the Parties, the assurance of payment shall consist of an unconditional, irrevocable standby letter of credit naming Verizon as the beneficiary thereof and otherwise in form and substance satisfactory to Verizon from a financial institution acceptable to Verizon in its sole and absolute discretion. Such letter of credit shall be in an amount equal to three (3) months anticipated charges, as reasonably determined by Verizon, for the Services to be provided by Verizon to a Carrier of whom assurance of payment has been requested by Verizon in connection with this Agreement. If such Carrier meets the condition in subsection 11.2(d) above

or has failed to timely pay two or more Ancillary Bills rendered by Verizon or a Verizon Affiliate in any twelve (12)-month period, Verizon may, in its sole and absolute discretion, demand (and such Carrier shall provide) additional assurance of payment, consisting of monthly advanced payments of estimated charges as reasonably determined by Verizon, with appropriate true-up against actual invoiced charges no more frequently than once per calendar quarter.

- 11.4 Verizon may (but shall not be obligated to) draw upon the letter of credit upon notice to a Carrier of whom assurance of payment has been requested by Verizon in respect of any amounts to be paid by such Carrier hereunder that are not paid within thirty (30) days of the date that payment of such amounts is required by this Agreement.
- 11.5 If Verizon draws upon the letter of credit, upon request by Verizon, a Carrier of whom assurance of payment has been requested by Verizon shall provide a replacement or supplemental letter of credit conforming to the requirements of Section 11.3.
- 11.6 Should a Carrier fail to provide assurance of payment as required by this Section 11, such failure shall constitute an act of material breach. Without limiting any other rights or remedies to which Verizon may be entitled as a result of such material breach, Verizon shall have no obligation to perform under this Agreement until such time as such Carrier has provided Verizon with the required assurance of payment.
- 11.7 The fact that a letter of credit is requested by Verizon hereunder shall in no way relieve a Carrier from its obligation to comply with the requirements of this Agreement (including, but not limited to, any applicable Tariffs) as to advance payments and payment for the Services, nor shall such request constitute a waiver or modification of the terms herein pertaining to the discontinuance of the Services for nonpayment of any amounts payment of which is required by this Agreement.

12. Ancillary Bills and Payment; Disputed Amounts

- 12.1 Verizon shall submit to each Carrier on a monthly basis a statement(s) of charges incurred by each such Carrier under this Agreement in itemized form (an "Ancillary Bill"). The Ancillary Bill shall be transmitted electronically by Verizon in a format specified by Verizon, and each Carrier shall have the capability to receive the Ancillary Bill electronically. Under no circumstances shall Verizon be obligated to provide paper invoicing. All Ancillary Bills shall be transmitted to the location designated by each Carrier. Each Carrier shall notify Verizon of any change in the location to which such Ancillary Bills are to be transmitted within five (5) Business Days of such change in location.
- 12.2 Each Carrier shall pay all amounts due and payable under this Agreement in immediately available U.S. funds, on or before the later of the following dates (the "Due Date"): (a) the due date specified in the Ancillary Bill; or (b) twenty (20) days after the date the statement is received by a Carrier (as evidenced by the electronic transmission records). Payments shall be transmitted by electronic funds transfer (EDI, ACH or Wire).
- 12.3 If any portion of an amount invoiced to a Carrier under this Agreement is subject to a good faith dispute between the Parties, such Carrier shall give written notice to Verizon of the amounts it disputes ("Disputed Amounts") through the Verizon claims submission process and include in such notice the specific details and reasons for disputing each item. Such Carrier shall undertake a reasonable good faith effort to review an Ancillary Bill received from Verizon under this Agreement within ten (10) days following the Due Date to determine whether there are any Disputed Amounts.

Such Carrier shall pay on or before the Due Date all undisputed amounts. Billing disputes shall be subject to the terms of Section 16, Dispute Resolution.

- 12.4 Should Verizon deny a dispute filed by a Carrier, such Carrier shall have ten (10) Business Days by which either to pay the Disputed Amounts or escalate the dispute. Verizon may deny such escalation if such Carrier does not provide new or additional detailed information supporting its claim.
- 12.5 Should Disputed Amounts in any three (3) consecutive months exceed twenty-five percent (25%) of invoiced charges, then a Carrier shall be required in each succeeding month to pay on or before the Due Date the greater of all undisputed charges or seventy-five percent (75%) of the total charges invoiced in that month, pending final resolution of the Disputed Amounts through the Dispute Resolution process. Any Disputed Amounts that are finally resolved in such Carrier's favor that were overpaid to Verizon as a result of the foregoing seventy-five percent (75%) minimum payment requirement shall be refunded to such Carrier by Verizon.
- 12.6 Charges due to Verizon that are not paid on or before the Due Date, shall be subject to a late payment charge. The late payment charge shall be calculated utilizing a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed late payment charges) per month. No late payment charge shall apply to Disputed Amounts that are allowed by Verizon through the claims submission process or to Disputed Amounts not owed to Verizon after completion of the Dispute Resolution process set forth in Section 16.
- 12.7 Although it is the intent of Verizon to submit timely Ancillary Bills, failure by Verizon to present Ancillary Bills to a Carrier in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by Verizon under this Agreement, and, except for assertion of a provision of Applicable Law that limits the period in which a suit or other proceeding can be brought before a court or other governmental entity of appropriate jurisdiction to collect amounts due, such Carrier shall not be entitled to dispute Verizon's statement(s) based on Verizon's failure to submit them in a timely fashion.
- 12.8 A Carrier shall not (and hereby irrevocably waives any right to) submit Claims later than twenty-four (24) months after the Ancillary Bill date (for Claims relating to Services provided hereunder) or the PAR Report date (for Claims relating to accounts receivable purchased in accordance with Section 3 above).
- 12.9 Should a Carrier fail to pay any amounts when due pursuant to this Section 12, such failure shall constitute an act of material breach.

13. Change Request Process

A Carrier's requests for changes or modifications to Verizon's billing systems shall be submitted to Verizon pursuant to the Change Request procedures set forth in Verizon's Policies. Verizon shall have no obligation to honor such requests.

14. Confidentiality

14.1 As used in this Section 14, "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:

14.1.1 Any forecasting information provided pursuant to this Agreement;

- 14.1.2 End-User information (except to the extent that (a) the End-User information is published in a directory, (b) the End-User information is disclosed through or in the course of furnishing Telecommunications Services (such as directory assistance, operator service or caller ID), or (c) the End-User to whom the End-User information is related has authorized the Receiving Party to use and/or disclose the End-User information);
- 14.1.3 information related to specific facilities or equipment;
- 14.1.4 any information that is in written, graphic, electromagnetic, or other tangible form, and marked at the time of disclosure as "Confidential" or "Proprietary";
- 14.1.5 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) days after disclosure, to be "Confidential" or "Proprietary"; and
- 14.1.6 this Agreement, including all Attachments and Schedules hereto, with respect to which each Party shall be a Receiving Party for the purposes of this Section 14, except as otherwise provided in Sections 27.1 and 9.4.

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 Sections 14.1.4 or 14.1.5.

- 14.2 Except as otherwise provided in this Agreement, the Receiving Party shall:
 - 14.2.1 use the Confidential Information received from the Disclosing Party only in performance of this Agreement; and
 - 14.2.2 hold in confidence and shall not directly or indirectly use or disclose to any party or entity, except as permitted herein, the Confidential Information received from the Disclosing Party using the same degree of care (but no less than commercially reasonable), as the Receiving Party uses to protect its own Confidential Information. The Receiving Party shall disclose Confidential Information only to its representatives that have a need to know and are bound by obligations of confidentiality, and only to the extent necessary to carry out its obligations under this Agreement. The Receiving Party shall require its representatives to comply with the provisions of this Section 14 to the same extent as the Receiving Party. A recipient of Confidential Information shall be liable for any disclosure of Confidential Information by any representative to whom it has disclosed Confidential Information.
- 14.3 The Receiving Party shall return or destroy all Confidential Information received from the Disclosing Party, including 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, except for (a) Confidential Information that the Receiving Party reasonably requires to perform its obligations under this Agreement and (b) one copy for archival purposes only.
- 14.4 Unless otherwise agreed, the obligations of Sections 14.2 and 14.3 do not apply to information described in Sections 14.1.1 through 14.1.5 that:

- 14.4.1 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;
 - 14.4.2 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;
 - 14.4.3 is rightfully received from a third party having no direct or indirect obligation of confidentiality or restriction on use to the Disclosing Party with respect to such information;
 - 14.4.4 is independently developed by the Receiving Party;
 - 14.4.5 is approved for disclosure or use by written authorization of the Disclosing Party (including in this Agreement); or
 - 14.4.6 is required to be disclosed by the Receiving Party pursuant to Applicable Law, provided that if a Carrier is the Receiving Party, such Carrier shall have made commercially reasonable efforts to give adequate notice of the requirement to Verizon, as the Disclosing Party, in order to enable Verizon, as the Disclosing Party, to seek protective arrangements.
- 14.5 Notwithstanding the provisions of Sections 14.1 through 14.4, 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. 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 by requesting any governmental entity 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.
- 14.6 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 under any patent, trademark or copyright), nor is any such license to be implied solely by virtue of the disclosure of Confidential Information.
- 14.7 The provisions of this Section 14 shall be in addition to, and not in derogation of, any provisions of Applicable Law, including 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.
- 14.8 Each Party's obligations under this Section 14 shall survive expiration or termination of this Agreement.

15. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

16. Dispute Resolution

- 16.1 At the written request of a Party, each Party shall appoint a knowledgeable, responsible representative with the authority to act on behalf of each Party, to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Proprietary Information developed for purposes of settlement, exempt from discovery and production. If the negotiations do not resolve the dispute within sixty (60) days of the initial written request for negotiation, a Party may request that the issues be escalated to the appropriate level of senior management for the disputing Parties as follows or until resolved:
- 16.1.1 First Escalation: Verizon Director of Billing Services and the equivalent Director of the involved Carrier.
 - 16.1.2 Second Escalation: Vice President from Verizon Partner Solutions and the equivalent Vice President or, if no equivalent Vice President, then executive management from the involved Carrier.
 - 16.1.3 Final Escalation: Senior executive management of Verizon Partner Solutions and the equivalent senior executive management of the involved Carrier.
- 16.2 Resolution of the dispute in Final Escalation shall constitute the sole and final disposition of all Claims arising out of this Agreement.

17. Force Majeure

- 17.1 Neither Party shall be responsible for any delay or failure in performance, which results from causes beyond its reasonable control ("Force Majeure Events"), whether or not foreseeable by such Party. Such Force Majeure Events include adverse weather conditions, flood, fire, explosion, earthquake, volcanic action, power failure, embargo, boycott, war, revolution, civil commotion, acts of terrorism, acts of public enemies, labor unrest (including strikes, work stoppages, slowdowns, picketing or boycotts), inability to obtain equipment, parts, software or repairs thereof, acts or omissions of the other Party, and acts of God.
- 17.2 If a Force Majeure Event occurs, the non-performing Party shall give prompt written notification of its inability to perform to the other Party. During the period that the non-performing Party is unable to perform, the other Party shall also be excused from performance of its obligations to the extent such obligations are reciprocal to, or depend upon, the performance of the non-performing Party that has been prevented by the Force Majeure Event. The non-performing Party shall use commercially reasonable efforts to avoid or remove the cause(s) of its non-performance and both Parties shall proceed to perform once the cause(s) are removed or cease.
- 17.3 Notwithstanding the provisions of Sections 17.1 and 17.2, in no case shall a Force Majeure Event excuse a Carrier from an obligation to pay money as required by this Agreement.
- 17.4 Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole and absolute discretion, determines appropriate.

18. Good Faith Performance

The Parties shall act in good faith in their performance of this Agreement. Except as otherwise expressly stated in this Agreement (including where consent, approval, agreement or a similar action is stated to be within a Party's sole and absolute discretion), where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned or delayed.

19. Headings

The headings used in this Primary Document are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Primary Document.

20. Indemnification

20.1 Each Carrier shall indemnify, defend and hold harmless Verizon, each of Verizon's Affiliates and the directors, officers, employees and Agents of the foregoing (each, an "Indemnatee") from and against all losses, costs, claims, liabilities, damages, settlements, penalties, awards, and expenses whatsoever (including reasonable attorneys' fees and costs related to the defense of the foregoing), incurred by or asserted against any Indemnatee arising from, or in any way connected with, or as a result of (a) each such Carrier's performance or nonperformance of its duties and obligations under this Agreement or (b) each such Carrier's provision or nonprovision of services to End-Users and other customers of each such Carrier. All amounts due under this Section shall be payable upon written demand.

20.2 The provisions of this Section shall survive the expiration or termination of this Agreement.

21. Intellectual Property

21.1 Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by either Party. Except as expressly stated in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights. To the extent the Services involve reproduction/printing of any trademark or trade name by Verizon, each Carrier hereby grants Verizon the fully paid up right and license to reproduce/print such trademark or trade name.

21.2 Except as stated in Section 21.4, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Affiliates or End-Users based on or arising from any Third Party Claim alleging or asserting that the provision or use of any service, facility, arrangement, or software by either Party under this Agreement, or the performance of any service or method, either alone or in combination with the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

21.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT VERIZON HAS NOT MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH

CARRIER OF THE SERVICES PROVIDED UNDER THIS AGREEMENT AND THE RELATED SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.

21.4 Each Carrier agrees that the Services provided by Verizon hereunder shall be subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Verizon and Verizon's vendors. Verizon agrees to advise a Carrier, directly or through a third party, of any such terms, conditions or restrictions that may limit such Carrier's use of services provided by Verizon that is otherwise permitted by this Agreement. Each Carrier agrees to defend, indemnify and hold Verizon and its Affiliates harmless from any claim arising from the violation of any third party's intellectual property rights as a result of Verizon's delivery of Services in accordance with such Carrier's specifications, including without limitation, claims for trademark or trade name infringement. All amounts due under this Section shall be payable upon written demand. The indemnification obligation set forth in this Section 21.4 shall survive the expiration or termination of this Agreement.

22. Joint Work Product

22.1 This Primary Document is the joint work product of the Parties, has been negotiated by the Parties, and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

22.2 Each Carrier acknowledges that it has read this Agreement, that it fully understands its rights and obligations under this Agreement, and that it enters this Agreement freely and voluntarily. Each Carrier further acknowledges that it has had an opportunity to consult with an attorney of its own choosing to explain the terms of this Agreement and the consequences of signing it.

23. Law Enforcement

23.1 Each Party may cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by Applicable Law in matters related to the services provided by it under this Agreement.

23.2 A Party shall not have the obligation to inform the other Party or any End-Users of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by Applicable Law.

24. Liability

24.1 As used in this Section 24, "Services Failure" means failures, mistakes, omissions, interruptions, delays, errors, defects or the like, occurring in the course of providing any of the Services under this Agreement.

24.2 The liability, if any, of Verizon, its Affiliates, and the directors, officers and employees of Verizon and its Affiliates, to a Carrier, any End-User, and to any other person, for Claims arising out of a Services Failure shall not exceed an amount equal to the Ancillary Bill charges invoiced by Verizon to such Carrier under this Agreement for the Services that are subject to the Services Failure for the period in which such Services Failure occurs.

24.3 Verizon, its Affiliates (other than Carriers), and the directors, officers and employees of Verizon shall not be liable to a Carrier, a Carrier's End-Users, or to any other person, in connection with this Agreement (including in connection with a Services

Failure or any breach, delay or failure in performance, of this Agreement) for special, indirect, incidental, consequential, reliance, exemplary, punitive, or like damages, including damages for lost revenues, profits or savings, or other commercial or economic loss, even if the person whose liability is excluded by this Section 24 has been advised of the possibility of such damages.

- 24.4 Notwithstanding any provision of any document referenced herein, Verizon shall not be subject to any intervals, performance measurements or penalty payments associated with the performance of this Agreement.
- 24.5 In no event shall the liability, if any, of Verizon, its Affiliates (other than Carriers), and the directors, officers and employees of Verizon and its Affiliates (other than Carriers), to a Carrier, End-Users, and to any other person, for Claims arising from this Agreement exceed the total value of Ancillary Bill charges invoiced by Verizon to such Carrier under this Agreement for the preceding twelve (12) month period, less any amounts previously paid.
- 24.6 The limitations and exclusions of liability stated in Sections 24.1 through 24.5 shall apply regardless of the form of a claim or action, whether statutory, in contract, warranty, strict liability, tort (including negligence of a Party), or otherwise.
- 24.7 In the event that the liability of Verizon, a Verizon Affiliate (other than Carriers), or a director, officer or employee of Verizon or a Verizon Affiliate (other than Carriers), is limited and/or excluded under both this Section 24.7 and a provision of an applicable Tariff, the liability of Verizon or such other person shall be limited to the smaller of the amounts for which Verizon or such other person would be liable under this Section or the Tariff provision.
- 24.8 Each Carrier shall, in its Tariffs and other contracts with its End-Users, provide that in no case shall Verizon, its Affiliates (other than Carriers), or the directors, officers or employees of Verizon or its Affiliates (other than Carriers), be liable to such End-Users or other third-parties for any special, indirect, incidental, consequential, reliance, exemplary, punitive or other damages, arising out of a Services Failure.

25. Non-Exclusive Remedies

Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any other remedies that may be available under this Agreement or at law or in equity.

26. Notices

26.1 Except as otherwise provided in this Agreement, notices given by one Party to the other Party under this Agreement:

26.1.1 shall be in writing;

26.1.2 shall be delivered (a) personally, (b) by express delivery service with next Business Day delivery, (c) by First Class, certified or registered U.S. mail, postage prepaid, or (d) by facsimile telecopy, with a copy delivered in accordance with (a), (b) or (c), preceding; and

26.1.3 shall be delivered to the following addresses of the Parties:

To Carrier:

[See Attachments D1 through D6]

To Verizon:

Amy Stern, Director
Billing Services
Verizon Telephone Operations
500 Summit Lake Drive, 4th Floor
Valhalla, NY 10595
Facsimile Number: 914-747-1055
amy.stern@verizon.com

with copies to:

Director-Negotiations
Verizon Partner Solutions
600 Hidden Ridge
HQEWMNOTICES
Irving, TX 75038
Facsimile Number: 972-719-1519
Internet Address: wmnotices@verizon.com

and:

Vice President and Deputy General Counsel
Verizon Partner Solutions
1515 North Court House Road
Suite 500
Arlington, VA 22201
Facsimile Number: 703-351-3664

or to such other address as either Party shall designate by proper notice.

Notices will be deemed given as of the earlier of (a) where there is personal delivery of the notice, the date of actual receipt, (b) where the notice is sent via express delivery service for next Business Day delivery, the next Business Day after the notice is sent, (c) where the notice is sent via First Class U.S. Mail, three (3) Business Days after mailing, (d) where notice is sent via certified or registered U.S. mail, the date of receipt shown on the Postal Service receipt, and (e) where the notice is sent via facsimile telecopy, if the notice is sent on a Business Day and before 5 p.m. in the time zone where it is received, on the date set forth on the telecopy confirmation, or if the notice is sent on a non-Business Day or if the notice is sent after 5 p.m. in the time zone where it is received, the next Business Day after the date set forth on the telecopy confirmation.

27. Publicity and Use of Trademarks or Service Marks

- 27.1 Each Party shall have the right to disclose publicly that it has entered into this Agreement with each other Party with respect to terms for Verizon's provision of Services; provided, however, that, except for the foregoing and except as otherwise provided in Sections 14 and 9.4, the terms of this Agreement may not be disclosed by either Party to any person or entity who is not a party to this Agreement.
- 27.2 A Party, its Affiliates, and their respective contractors and Agents, shall not use the other Party's trademarks, service marks, logos or other proprietary trade dress, in connection with the sale of products or services, or in any advertising, press

releases, publicity matters or other promotional materials, except as otherwise stated in this Agreement, unless the other Party has given its written consent for such use, which consent such other Party may grant or withhold in its sole and absolute discretion.

- 27.3 Neither Party may imply any direct or indirect affiliation with or sponsorship or endorsement of it or its services or products by the other Party.
- 27.4 Any violation of this Section 27 shall be considered a material breach of this Agreement.

28. Relationship of the Parties

- 28.1 The relationship of the Parties under this Agreement shall be that of independent contractors and nothing herein shall be construed as creating any other relationship between the Parties.
- 28.2 Nothing contained in this Agreement shall make either Party the employee of the other, create a partnership, joint venture, or other similar relationship between the Parties, or grant to either Party a franchise, distributorship or similar interest.
- 28.3 Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or Agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by such other Party in its sole and absolute discretion.
- 28.4 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, Agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its employees, Agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees.
- 28.5 Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of such other Party's business.
- 28.6 The relationship of the Parties under this Agreement is a non-exclusive relationship.

29. Right of Set-Off

Notwithstanding anything contained herein to the contrary, and without limiting any other rights that Verizon has under this Agreement, Verizon shall have the right to deduct and to setoff and/or recoup from the sums owed to a Carrier any amounts owed by such Carrier or any Affiliate of such Carrier to Verizon or any Affiliate (other than Carrier) of Verizon. By way of example and not of limitation, Verizon California Inc. shall have the right to deduct and to set-off and/or recoup from the sums owing to a Carrier any amounts owed by such Carrier or any Affiliate of such Carrier to Verizon New York Inc.

30. Severability

In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired thereby.

31. Subcontractors

A Party may use a contractor of the Party (including an Affiliate of the Party) to perform the Party's obligations under this Agreement; provided, that a Party's use of a contractor shall not release the Party from any duty or liability to fulfill the Party's obligations under this Agreement.

32. Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns.

33. Survival

The rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration or termination of this Agreement, the rights, liabilities and obligations of a Party under any provision of this Agreement regarding confidential information, indemnification or defense, or limitation or exclusion of liability, and the rights, liabilities and obligations of a Party under any provision of this Agreement which by its terms or nature is intended to continue beyond or to be performed after the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement.

34. Taxes

Tax applications and procedures are set forth in Attachment C.

35. Technology Upgrades and Billing Format Changes

Notwithstanding any other provision of this Agreement, Verizon shall have the right, in its sole and absolute discretion to (a) deploy, upgrade, migrate and maintain its network, (b) change its standard bill format(s) or (c) to modify or replace its billing systems. Nothing in this Agreement shall limit Verizon's ability to change its standard billing format(s), modify or replace its billing systems, or modify its network through the incorporation of new equipment or software or otherwise. Each Carrier shall be solely responsible for the cost and activities associated with accommodating such changes in its own network and systems.

36. Territory

36.1 This Agreement applies to the territory in those states in which Verizon operates as an Incumbent Local Exchange Carrier. Verizon shall provide the Services to a Carrier under this Agreement only within this territory.

36.2 Notwithstanding any other provision of this Agreement, Verizon may terminate this Agreement as to a specific operating territory or portion thereof if Verizon sells or otherwise transfers its operations in such territory or portion thereof to a third-party.

37. Third Party Beneficiaries

Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties, their successors and their permitted assigns, and nothing herein shall create or be

construed to provide any third-parties (including End-Users, Sub-CICs or contractors of a Party) with any rights (including any third-party beneficiary rights) hereunder. Except as expressly set forth in this Agreement, a Party shall have no liability under this Agreement to the End-Users, Sub-CICs or to any other third party.

38. Transmission of Billing Records

- 38.1 Each Carrier shall transmit Billing Records to Verizon via the transmission medium and in the format specified by Verizon in its sole and absolute discretion. Each Carrier shall maintain backup copies of Billing Records for at least thirty (30) days for domestic Billing Records and for at least ninety (90) days for international Billing Records.
- 38.2 Verizon shall have no obligation to accept, and may reject in its sole and absolute discretion, Billing Records that a Carrier transmits (or attempts to transmit) to Verizon via a transmission medium or in a format other than that specified by Verizon in accordance with this Section.
- 38.3 If Verizon loses or damages a data transmission that contains a Carrier's Billing Records, Verizon shall request backup data from such Carrier. Under no circumstances shall Verizon be liable to such Carrier for Billing Records that are lost, damaged or Unbillable.
- 38.4 Verizon shall have no obligation to accept or process Billing Records transmitted by a Carrier to Verizon that exceed the acceptable error threshold rate set forth in Verizon's Policies.

39. Waiver

A failure or delay of either Party to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.


40. Warranties

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, VERIZON DOES NOT MAKE AND CARRIERS DO NOT RECEIVE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED, OR TO BE PROVIDED, BY VERIZON UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM ANY OTHER WARRANTIES, INCLUDING **WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE,** WARRANTIES AGAINST INFRINGEMENT, AND WARRANTIES ARISING BY TRADE CUSTOM, TRADE USAGE, COURSE OF DEALING OR PERFORMANCE, OR OTHERWISE.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

VERIZON SERVICES CORP.

By: 
Name: Amy Stern
Title: Director
Date: 9/10/08

**BELL ATLANTIC COMMUNICATIONS, INC. d/b/a VERIZON LONG DISTANCE
NYNEX LONG DISTANCE COMPANY d/b/a VERIZON ENTERPRISE SOLUTIONS**

By: _____
Name: _____
Title: _____
Date: _____

VERIZON TELEPRODUCTS CORP.

By: _____
Name: _____
Title: _____
Date: _____

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

VERIZON SERVICES CORP.

By: _____
Name: _____
Title: _____
Date: _____

**BELL ATLANTIC COMMUNICATIONS, INC. d/b/a VERIZON LONG DISTANCE
NYNEX LONG DISTANCE COMPANY d/b/a VERIZON ENTERPRISE SOLUTIONS**

By: Vincent J. Woodbury
Name: Vincent J. Woodbury
Title: President
Date: 08/06/08

VERIZON TELEPRODUCTS CORP.

By: _____
Name: _____
Title: _____
Date: _____

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

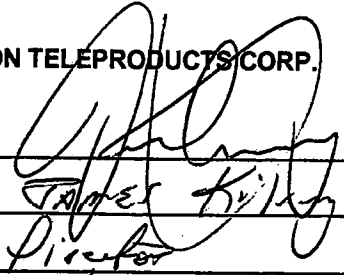
VERIZON SERVICES CORP.

By: _____
Name: _____
Title: _____
Date: _____

**BELL ATLANTIC COMMUNICATIONS, INC. d/b/a VERIZON LONG DISTANCE
NYNEX LONG DISTANCE COMPANY d/b/a VERIZON ENTERPRISE SOLUTIONS**

By: _____
Name: _____
Title: _____
Date: _____

VERIZON TELEPRODUCTS CORP.

By: 
Name: James Kiley
Title: Director
Date: 8/26/08

**VERIZON INTERNET SERVICES INC.
GTE.NET LLD d/b/a VERIZON INTERNET SOLUTIONS
VERIZON ONLINE - MARYLAND LLC
VERIZON ONLINE - NEW JERSEY LLC
VERIZON ONLINE PENNSYLVANIA PARTNERSHIP**

By: Kathleen E. Romano
Name: Kathleen E. Romano
Title: Executive Director
Date: 9/19/08

VERIZON NETWORK INTEGRATION CORP.

By: _____
Name: _____
Title: _____
Date: _____

VERIZON SELECT SERVICES, INC.

By: _____
Name: _____
Title: _____
Date: _____

**MCI COMMUNICATIONS SERVICES, INC.
TELECOM*USA, INC.**

By: _____
Name: _____
Title: _____
Date: _____

**VERIZON INTERNET SERVICES INC.
GTE.NET LLD d/b/a VERIZON INTERNET SOLUTIONS
VERIZON ONLINE – MARYLAND LLC
VERIZON ONLINE – NEW JERSEY LLC
VERIZON ONLINE PENNSYLVANIA PARTNERSHIP**

By: _____
Name: _____
Title: _____
Date: _____

VERIZON NETWORK INTEGRATION CORP.

By: Curtis Jackson
Name: Curtis Jackson
Title: Vice President
Date: 8/22/08

VERIZON SELECT SERVICES, INC.

By: _____
Name: _____
Title: _____
Date: _____

**MCI COMMUNICATIONS SERVICES, INC.
TELECOM*USA, INC.**

By: _____
Name: _____
Title: _____
Date: _____

**VERIZON INTERNET SERVICES INC.
GTE.NET LLD d/b/a VERIZON INTERNET SOLUTIONS
VERIZON ONLINE – MARYLAND LLC
VERIZON ONLINE – NEW JERSEY LLC
VERIZON ONLINE PENNSYLVANIA PARTNERSHIP**

By: _____
Name: _____
Title: _____
Date: _____

VERIZON NETWORK INTEGRATION CORP.

By: _____
Name: _____
Title: _____
Date: _____

VERIZON SELECT SERVICES, INC.

By: Vincent J. Woodbury
Name: Vincent J. Woodbury
Title: Vice President
Date: 08/06/08

**MCI COMMUNICATIONS SERVICES, INC.
TELECOM*USA, INC.**

By: _____
Name: _____
Title: _____
Date: _____

**VERIZON INTERNET SERVICES INC.
GTE.NET LLD d/b/a VERIZON INTERNET SOLUTIONS
VERIZON ONLINE - MARYLAND LLC
VERIZON ONLINE - NEW JERSEY LLC
VERIZON ONLINE PENNSYLVANIA PARTNERSHIP**

By: _____
Name: _____
Title: _____
Date: _____

VERIZON NETWORK INTEGRATION CORP.

By: _____
Name: _____
Title: _____
Date: _____

VERIZON SELECT SERVICES, INC.

By: _____
Name: _____
Title: _____
Date: _____

**MCI COMMUNICATIONS SERVICES, INC.
TELECOM*USA, INC.**

By: Kathleen E. Romano
Name: Kathleen E. Romano
Title: Exec. Director.
Date: 10-10-08

BILLING SERVICES AGREEMENT

ATTACHMENT A

GLOSSARY

As used in this Agreement, the following terms have the meanings specified below:

"Accepted Billing Records" means data for Authorized Billing Records which has been transmitted by Carrier or its network provider to Verizon for billing and has passed all Verizon format requirements and up front edit checks as stated in the File Receipt Confirmation.

"Act" means the Communications Act of 1934 (47 U.S.C. §151 et seq.), as from time to time amended (including, but not limited to, by the Telecommunications Act of 1996).

"Adjustment" means a billing amount related to End-User charges that is added to or subtracted from the balance due from the End-User.

"Affiliate" has the meaning set forth in the Act.

"Agent" means an agent or servant.

"Aged Records" means (a) domestic Billing Records that are more than ninety (90) days past the date on which the original charge giving rise to the Billing Record occurred (or such shorter period as may be specified in any applicable Tariff) or (b) international Billing Records that are more than one hundred eighty (180) days past the date on which the original charge giving rise to the Billing Record occurred (or such shorter period as may be specified in any applicable Tariff).

"Applicable Law" means all effective laws, government regulations and government orders, applicable to each Party's performance of its obligations under this Agreement.

"Authorized Billing Record" means a Billing Record that Verizon has explicitly authorized Carrier to submit to Verizon pursuant to the provisions of this Agreement, and that otherwise complies with Verizon's Policies and Applicable Law. For the avoidance of any doubt, Authorized Billing Records shall not include:

- (a) Billing Records that Carrier does not own or, if Carrier is acting as a Clearinghouse, Billing Records that Carrier does not have the authority to submit on behalf of a Sub-CIC;
- (b) Billing Records for which Carrier is not authorized to sell the corresponding accounts receivable;
- (c) Billing Records that contain inaccurate information;
- (d) Billing Records that are not in the format(s) specified by Verizon in its sole and absolute discretion;
- (e) Billing Records that include a per call or per minute charge that is greater than, or in addition to, the customary charge for the transmission of such call (including, without limitation, charges for Pay-Per-Call Services) unless Verizon has expressly authorized Carrier, in writing, to submit such Billing Records to Verizon in its sole and absolute discretion;
- (f) Billing Records for charges or services that circumvent any blocking service, including without limitation Bill Block or any Call Blocking Services, or that otherwise

circumvent Applicable Law, Verizon's Policies, or any prohibitions or restrictions set forth in this Agreement;

(g) Billing Records that result when a toll-free number converts, or refers an End-User, to another type of call.

(h) Billing Records for calling card, collect, or third number calls unless the Billing Telephone Number for such calls has been validated through a line information data base ("LIDB") service or similar verification procedure;

(i) Billing Records that (a) result from Cramming or Slamming; (b) contain unauthorized, misleading, confusing or deceptive charges for products or services or (c) are otherwise the result of changes to an End-User's telephone service that have not been authorized by such End-User;

(j) Billing Records for charges that have previously been removed from an End-User's bill;

(l) Aged Records;

(m) Billing Records that include, or will result in, any rebate, refund, kickback or other revenue sharing arrangement of any sort;

(n) Billing Records that include charges for services that the End-User denies ordering or that End-User has not expressly consented to receive;

(o) Billing Records for Pay-Per-Call Services or any similar service (including without limitation any product that is supplied by retrieval via a telephone call) unless Carrier has verified that the Responsible Party for the applicable Billing Telephone Number has been informed of the nature of the Pay-Per-Call Service, including all associated charges, and such Responsible Party has authorized such charges to appear on the End-User's telephone bill. Such verification shall be in a form acceptable to Verizon in its sole and absolute discretion. Carrier shall preserve such verifications and any such verification shall be produced by Carrier immediately upon request by Verizon or any public utility commission, consumer protection or law enforcement agency;

(p) Billing Records for Pay-Per-Call Services or other services that result in a minimum charge or other charge solely upon connection of the call (including, without limitation, pager call-back numbers, toll-free numbers that convert to other call types or any other form of Pay-Per-Call Service or other call service) unless Verizon has expressly authorized Carrier, in writing, to submit such Billing Records to Verizon in its sole and absolute discretion;

(q) Billing Records for Pay-Per-Call Services or other services that are provided to an End-User or Billing Telephone Number subject to any applicable blocking service, including without limitation Bill Block or any Call Blocking Services;

(r) Billing Records containing charges for Miscellaneous Services, unless Verizon has expressly approved charges for such Miscellaneous Services in writing, in Verizon's sole and absolute discretion, and unless such Miscellaneous Services otherwise comply with Verizon's Policies; or

(s) Billing Records to Verizon that contain charges for material deemed objectionable by Verizon, as determined by Verizon in its sole and absolute discretion, including without limitation any of the following:

- (i) Material that explicitly or implicitly refers to sexual conduct, or invites, describes, stimulates, excites, arouses or otherwise refers to sexual conduct or sexual innuendoes;
- (ii) Material that contains indecent, obscene, or profane language;
- (iii) Material that alludes to bigotry, racism, sexism, or other forms of discrimination;
- (iv) Material that through marketing, advertising, content, or delivery is deceptive, misleading, unclear, or that may take unfair advantage of the elderly, minors or the general public;
- (v) Material that is prohibited by Applicable Law;
- (vi) Material that reflects negatively upon Verizon;
- (vii) Material that results in an unacceptable level of End-User complaints as determined by Verizon in its sole and absolute discretion; or
- (viii) Material that Verizon deems unacceptable, inappropriate or objectionable.

"Bill Block" means a block of charges for Miscellaneous Services that prevents such charges from appearing on an End-User bill.

"Billing Records" means data transmitted to Verizon containing call detail and other information relating to charges or credits to be placed on an End-User's local telephone bill.

"Bill Rendering" - the preparation and distribution of billed information on behalf of Carrier.

"Billing Telephone Number (BTN)" means the primary End-User number representing the account responsible for invoice payment. The BTN may link multiple telephone lines and calling card numbers for billing purposes and may or may not be a dialable number.

"Billing User Guide" or "BUG" means the written statement of Verizon billing policies and procedures provided to Carrier, updated by Verizon from time to time in its sole and absolute discretion.

"Business Day" – Monday through Friday, except for holidays observed by Verizon.

"Call Blocking Service" means any service that blocks incoming or outgoing calls for an End-User.

A "Change of Control" shall be deemed to have occurred if (a) any person or group (within the meaning of Rule 13d-5 of the Securities and Exchange Commission) shall acquire after the Effective Date directly or indirectly, beneficially or of record, shares representing twenty-five percent (25%) or more of the aggregate ordinary voting power represented by the issued and outstanding capital stock of Carrier; (b) a majority of the seats (other than vacant seats) on the board of directors of Carrier shall at any time have been occupied by persons who were neither (i) nominated by the board of directors of Carrier (or a designee or nominating committee thereof) prior to their initial election to such board of directors, nor (ii) appointed by directors so nominated; or (c) any person or group (other than the board of directors of Carrier) shall otherwise directly or indirectly Control Carrier.

"Change Request" has the meaning set forth in the Billing User Guide.

"Claim" means any and all claims, demands, suits, actions, settlements, judgments, fines, penalties, liabilities, injuries, damages, losses, costs (including court costs), and expenses (including reasonable attorney's fees).

"Clearinghouse" means an entity that provides billing services to other service providers, including without limitation Telecommunications and information service providers, and aggregates and forwards such usage/data to Verizon for inclusion on the Verizon End-User bill.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person, whether through the ownership of voting securities, by contract or otherwise.

"Complaint" means any inquiry or complaint received by Verizon's customer service, or any formal End-User complaint to a law enforcement agency, consumer protection agency, regulatory body, Verizon executive or established Verizon action line concerning, without limitation, Cramming, Slamming, Pay-Per-Call Services, Miscellaneous Services or operator-assisted calls, or that otherwise alleges, without limitation, fraudulent, misleading or improper business practices.

"CPNI (Customer Proprietary Network Information)" has the meaning set forth in Section 222 of the Telecommunications Act of 1996, 47 U.S.C. § 222.

"Cramming" means the practice of placing unauthorized, misleading, or deceptive charges on an End-User's telephone bill.

"End-User" means a third-party residence or business end-user subscriber to Telephone Exchange Services provided by Verizon who (a) also purchases Carrier's services or products or (b) if Carrier acts as a Clearinghouse, also purchases services or products provided by a Sub-CIC.

"Exchange Carrier Memo" or "EC Memo" a communication used to pass Adjustments and toll investigation requests manually between Carrier and Verizon, in accordance with Verizon's Policies.

"Exchange Message Interface" or "EMI" means the industry standard record layouts for interexchange carrier/local exchange carrier data exchange published by the Alliance for Telecommunication Industry Standards.

"FCC" means the Federal Communications Commission.

"File Receipt Confirmation" means the report generated by Verizon and sent to Carrier as confirmation of receipt of Billing Records.

"Invoice" means a combination of Accepted Billing Records for a particular BTN grouped to form a bill.

"LATA" has the meaning set forth in the Act.

"LEC" or "Local Exchange Carrier" has the meaning set forth in the Act.

"Miscellaneous Services" means services, other than message telephone services, for which Verizon has agreed to provide Service, in writing, and that comply with Applicable Law and Verizon's Policies.

"North America Numbering Plan" means the system of telephone numbering employed in the United States of America, Canada, Bermuda, Puerto Rico and certain Caribbean Islands.

"NPA" means the first three-digit indicator of each ten-digit telephone number within the North America Numbering Plan.

"NXX" means the three-digit switch indicator, representing the first three digits of a seven-digit phone number.

"PAR Report" means the statement periodically issued to Carrier summarizing accounts receivable for Accepted Billing Records that Verizon has acquired from Carrier pursuant to the terms and conditions of this Agreement.

"Pay-Per-Call Service" means any service (a) in which any person provides or purports to provide: (i) audio information or audio entertainment produced or packaged by such person; (ii) access to simultaneous voice conversation services; or (iii) any services for which the charges are assessed on the basis of the completion of the call; (b) for which the caller pays a per-call or per-time-interval charge that is greater than, or is in addition to, the charge for transmission of the call; and (c) that is accessed via an NPA or NXX that is customarily used to access such services (including, without limitation, an NPA of "900"). For the avoidance of any doubt, Pay-Per-Call Services do not include directory assistance services accessed using an NXX of "555" nor any other presubscribed service.

"Person" has the meaning set forth in the Act.

"Policy" - Verizon policies and procedures, including without limitation the Billing User Guide ("BUG"), technical reference guides, product bulletins and internal business practices, as each may be amended from time to time in Verizon's sole and absolute discretion.

"Recourse" means the return of charges that have been removed from the End-User's bill by Verizon.

"Responsible Party" means the person designated by the End-User as having authority to add, delete or modify telecommunications services or to incur new charges that will be billed on the End-User's local telephone bill.

"Single Balance Due" means the total amount due from End-User for all Verizon's local, equipment, directory, and intraLATA services, all Carrier charges and all charges of carriers for which Verizon provides billing service.

"Slamming" means the practice of changing an End-User's telephone service, including without limitation local, intraLATA service, or interLATA service, without End-User's permission.

"Sub-CIC" means a service provider who bills through Carrier, when Carrier is acting as a Clearinghouse, and whose charges appear on an End-User's bill.

"Tariff" means (a) any applicable Federal or state tariff of a Party, as amended from time to time; or (b) any standard agreement or other document, as amended from time to time, that sets forth the generally available terms, conditions and prices under which a Party offers a Service. The term "Tariff" does not include any Verizon Statement of Generally Available Terms (SGAT) which has been approved or is pending approval by a state commission pursuant to Section 252(f) of the Act.

"Tax" has the meaning set forth in Attachment C.

"Telecommunications" and "Telecommunications Services" have the meanings set forth in the Act.

"Telephone Exchange Service" has the meaning set forth in the Act.

"Third Party Claim" shall mean a Claim where there is (a) a claim, demand, suit or action by a Person who is not a Party, (b) a settlement with, judgment by, or liability to, a Person who is not a

Party, or (c) a fine or penalty imposed by a Person who is not a Party.

"Unbillable", for any Billing Record, means a Billing Record that Verizon is unable to apply to an End-User account for billing.

"Uncollectible" means an unpaid balance resulting from the failure of an End-User to pay for final billed amounts due.

BILLING SERVICES AGREEMENT

ATTACHMENT B

RATES AND CHARGES FOR THE SERVICES

1. General

- 1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service. Charges shall also include any state or local tax required by Applicable Law or Tariff to be collected from a Carrier with respect to the purchase of a Service under this Agreement.
- 1.2 The Charges for a Service shall be as set forth below.
- 1.3 In the absence of Charges for a Service established pursuant to Section 1.2 of this Attachment, if Charges for a Service are otherwise expressly provided for in this Primary Document, such Charges shall apply.
- 1.4 In the absence of Charges for a Service established pursuant to Sections 1.2 through 1.3 of this Attachment, the Charges for a Service shall be the Charges for the Service stated in Verizon's applicable Tariff.
- 1.5 In the absence of Charges for a Service established pursuant to Sections 1.2 through 1.4 of this Attachment, the Charges for the Service shall be as specified by Verizon in its sole and absolute discretion.

2. Change Request Charges

The Pre-Authorized Matrix Request Pricing List contains Verizon's then-current rates and charges for routine requests for changes to Verizon's billing system, where such changes are available. Verizon may amend the Pre-Authorized Matrix Request Pricing List in its sole and absolute discretion. When a Carrier requests one of the routine changes listed on the Pre-Authorized Matrix Request Pricing List in accordance with the terms of this Agreement, these rates may be used by such Carrier for a pre-authorized Change Request as described in Verizon's Policies. Such Carrier must send a Change Request to Verizon for requests not included in the Pre-Authorized Matrix Request Pricing List, as set forth in Verizon's Policies.

3. Minimum Monthly Charge

Minimum Monthly Charge for Services rendered under this Agreement:

Verizon Billing Regions 1, 3, 4, 5, 6, 7, 8	\$5,000.00
Verizon Billing Region 2	\$3,000.00

4. Verizon Telephone Operating Regions¹

Verizon Billing Region 1:

New York Connecticut

¹ This list of Billing Regions, and the jurisdictions within each Billing Region, is subject to modification from time-to-time in Verizon's sole and absolute discretion. Notwithstanding any other provision of this Agreement, Verizon may terminate this Agreement as to a specific operating territory or portion thereof if Verizon sells or otherwise transfers its operations in such territory or portion thereof to a third-party.

Verizon Billing Region 2:

Massachusetts Rhode Island

Verizon Billing Region 3:

Delaware New Jersey Pennsylvania

Verizon Billing Region 4:

Virginia West Virginia Washington, DC
Maryland

Verizon Billing Region 5:

Texas

Verizon Billing Region 6:

Illinois Indiana Michigan
Ohio Wisconsin

Verizon Billing Region 7:

Florida North Carolina South Carolina

Verizon Billing Region 8:

Arizona California Idaho
Nevada Oregon Washington

5. Interstate Offset

If Charges for a Service provided under this Agreement are set forth in an applicable Verizon Tariff, Verizon shall (a) compute the amount that would be owed by a Carrier to Verizon for such Service assuming the Charges for such Services are as set forth in this Primary Document (the "Presumed Intrastate Contract Charge"), (b) compute the amount that would be owed by such Carrier to Verizon for such Service assuming the Charges for such Services are as set forth in the applicable Verizon Tariff (the "Presumed Intrastate Tariff Charge"), (c) subtract the Presumed Intrastate Tariff Charge from the Presumed Intrastate Contract Charge (such difference, the "Interstate Offset"), (d) on an intrastate basis, charge such Carrier the Presumed Intrastate Tariff Charge and (e) add the Interstate Offset to amounts otherwise owed by such Carrier to Verizon on an interstate basis; provided, however, that if the Interstate Offset is negative, Verizon shall have no obligation to provide such Carrier with a net credit if the sum of the Interstate Offset and the interstate Charges otherwise owed by such Carrier to Verizon under this Agreement is less than zero; and provided further that the Presumed Intrastate Tariff Charge shall not be subject to any further reduction based on the Interstate Offset.

Additional Rates for Services Set forth in Service Attachments

SERVICE ATTACHMENT 1 -- MESSAGE READY BILLING SERVICE	
Service Description	Pricing
SA1.1 Systems preparation charge, to prepare Verizon systems to provide Message Ready Billing Service²	
For each individual Verizon Billing Region	\$125,000.00
Add or Change Carrier Identification Code ("CIC") after initial preparation (per CIC per Verizon Billing Region)	\$125,000.00
For all Verizon Billing Regions	\$450,000.00
Add or Change CIC after initial preparation (Per CIC)	\$450,000.00
SA1.2 Non-Detail Credit and Miscellaneous Billing Records (EMI 41-50-01 and 42-50-01 Billing Records)	
Implementation Charge for Verizon Billing Regions 1,2,3,4	Included in System Preparation charges
Implementation Charge for Verizon Billing Regions 5,6,7,8	Available on request
Charge per Billing Record for all Verizon Billing Regions	\$0.25
SA1.3 Specialized Service Billing Records (EMI 01-01-18 Billing Records)	
Implementation Charge for Verizon Billing Regions 1,2,3,4	Included in System Preparation charges
Implementation Charge for Verizon Billing Regions 5,6,7,8	Available on request
Charge per Billing Record for all Verizon Billing Regions	\$0.25
SA1.4 Bill Rendering Rate	
Per bill non-discounted, for all Verizon Billing Regions	\$1.50
Discount per Bill based on Bill Volume Guarantee Band ³	
0 bills to 1,999,999	\$0.00
2,000,000 bills to 5,999,999	\$0.05
6,000,000 bills to 11,999,999	\$0.10
12,000,000 bills to 24,999,999	\$0.15
25,000,000 bills to 49,999,999	\$0.20
50,000,000 bills to 74,999,999	\$0.25
75,000,000 bills to 99,999,999	\$0.30

² System preparation charge(s) are startup charges and are nonrefundable; for the avoidance of any doubt, Verizon shall assess Carrier the systems preparation charge for each instance in which Carrier requests Message Ready Billing Service to be established within a given Billing Region. By way of example and not of limitation, if Carrier establishes Message Ready Billing Service only in New York and subsequently requests such Service to be established in Connecticut, the systems preparation charge shall be applied twice for such Billing Region.

³ Discount per Bill applies to all bills based on Carrier's bill volume guarantee (i.e., if Carrier provides a bill volume guarantee of 3,000,000 bills, Carrier receives a discount of \$0.05 for each of the 3,000,000 bills). For all Verizon Billing Regions, the discounted Bill Rendering Rate, to the extent applicable, is based upon Carrier's annual bill volume guarantee. The bill volume guarantee band selected by Carrier should include the total number of bills for all CICs, Alternate Billing Entity Codes ("ABECs"), or Access Customer Name Abbreviations ("ACNAs"), for all Verizon Billing Regions ordered and for all Services purchased pursuant to this Agreement. Carrier shall provide this annual bill volume guarantee to Verizon at least one month prior to the beginning of each annual billing period; if Carrier fails to do so, Verizon shall apply the full non-discounted Bill Rendering Rate for the annual bill period for which Carrier did not provide a bill volume guarantee. A bill volume guarantee true-up will be performed the first month following the annual billing period, based on actual total bill volumes for the annual billing period. If Verizon determines in its sole and absolute discretion that, based on the true-up, Carrier failed to qualify for the bill volume guarantee band discount based on the actual total bill volumes for that annual billing period, Carrier shall pay to Verizon the bill volume guarantee true-up amount equal to the difference between the minimum number of bills in the bill volume guarantee band and the actual total number of bills, times the average cost per bill during that annual billing period (as determined by Verizon in its sole and absolute discretion based on Carrier's billing activity for the previous year). All true-up amounts will be settled on an Ancillary Bill following the annual billing period. The bill volume guarantee will be based on the total Services used by all Carriers and will not be based on each individual Carrier's usage.

100,000,000 bills to 150,000,000 bills or	149,999,999 more	\$0.35 \$0.40
Billing Commitment--per Bill discount (in addition to Bill Volume discount) if Carrier agrees to utilize Verizon for billing a minimum of 85% of End-Users to whom Verizon also provides local exchange services.		\$0.10
Increased Postage Rates (Verizon Billing Regions 1,2,3,4)		Carrier shall pay for 33% of any postage rate increase on the first ounce.
Increased Postage Rates (Verizon Billing Regions 5,6,7,8)		Carrier shall pay for 33% of any postage rate increase on the first ounce and for 100% of any postage rate increase for each additional ounce.
Extra bill page postage total additional charge (Verizon Billing Regions 5,6,7,8)		
3 - 8 Sheets of paper		\$0.17
9 - 14 Sheets of paper		\$0.34
15 - 20 Sheets of paper		\$0.51
21 - 26 Sheets of paper		\$0.68
SA1.5 Message Processing Rate⁴		
Message Processing Rate per Billing Record, for all Verizon Billing Regions		\$0.02
SA1.6 Exchange Carrier Memorandum (EC Memo) or Recourse Adjustments⁵		
With Inquiry Service, Charge per Adjustment, for all Verizon Billing Regions		No Charge
Without Inquiry Service, Charge per Adjustment, for all Verizon Billing Regions, if initiated by Carrier		\$15.00
Without Inquiry Service, Charge per Adjustment, for all Verizon Billing Regions, if initiated by Verizon		\$15.00
SA1.7 Complementary Services (Inquiry Service)		
Inquiry rate per Billing Record, for all Verizon Billing Regions, based on Annual Bill Volumes ⁶		
0 bills to 24,999,999		\$0.05
25,000,000 bills to 49,999,999		\$0.04
50,000,000 bills or more		\$0.03
Inquiry rate per Adjustment, for all Verizon Billing Regions ⁷		No charge
SA1.8 Package Billing Discount		
Package Billing Discount, per bill, for all Verizon Billing Regions ⁸		\$0.08

⁴ For Message Ready Billing Service, rates shall include a Bill Rendering charge per bill per month and a message processing charge per Billing Record.

⁵ The EC Memo or Recourse Adjustment charge shall be assessed each time Carrier or Verizon initiates, or Applicable Law mandates, an Adjustment to an End-User account. This charge applies per account adjusted per EC Memo or Recourse Adjustment.

⁶ For all Verizon Billing Regions – Any CIC that submits an average of more than 50 Billing Records per bill per month will be charged for no more than the price for 50 Billing Records per bill.

⁷ Any Adjustment to End-User billing resulting from End-User Inquiry and any subsequent investigation, as set forth in SA1.6 above, shall be made utilizing Verizon internal Adjustment procedures, as may be amended from time-to-time in Verizon's sole and absolute discretion.

⁸ Per Bill discount for package billing without a Carrier section or page (in addition to bill volume guarantee band discount)

SERVICE ATTACHMENT 2 -- INVOICE BILLING SERVICE	
Service Description	Pricing
SA2.1 Systems preparation charge, to prepare Verizon systems to provide Invoice Billing Service⁹	
For each individual Verizon Billing Region	\$125,000.00
Add or Change Carrier Identification Code ("CIC") after initial preparation (per CIC per Verizon Billing Region)	\$125,000.00
For all Verizon Billing Regions	\$450,000.00
Add or Change CIC after initial preparation (Per CIC)	\$450,000.00
SA2.2 Bill Rendering Rate	
Per bill non-discounted, for all Verizon Billing Regions	\$1.50
Discount per Bill based on Bill Volume Guarantee Band ¹⁰	
0 bills to 1,999,999	\$0.00
2,000,000 bills to 5,999,999	\$0.05
6,000,000 bills to 11,999,999	\$0.10
12,000,000 bills to 24,999,999	\$0.15
25,000,000 bills to 49,999,999	\$0.20
50,000,000 bills to 74,999,999	\$0.25
75,000,000 bills to 99,999,999	\$0.30
100,000,000 bills to 149,999,999	\$0.35
150,000,000 bills or more	\$0.40
Billing Commitment--per Bill discount (in addition to Bill Volume discount) if Carrier agrees to utilize Verizon for billing a minimum of 85% of End-Users to whom Verizon also provides local exchange services.	\$0.10
Increased Postage Rates (Verizon Billing Regions 1,2,3,4)	Carrier shall pay for 33% of any postage rate increase on the first ounce.
Increased Postage Rates (Verizon Billing Regions 5,6,7,8)	Carrier shall pay for 33% of any postage rate increase on the first ounce and for 100% of any postage rate increase for each additional ounce.

⁹ System preparation charge(s) are startup charges and are nonrefundable; for the avoidance of any doubt, Verizon shall assess Carrier the systems preparation charge for each instance in which Carrier requests Invoice Billing Service to be established within a given Billing Region. By way of example and not of limitation, if Carrier establishes Invoice Billing Service only in New York and subsequently requests such Service to be established in Connecticut, the systems preparation charge shall be applied twice for such Billing Region.

¹⁰ Discount per Bill applies to all bills based on Carrier's bill volume guarantee (i.e., if Carrier provides a bill volume guarantee of 3,000,000 bills, Carrier receives a discount of \$0.05 for each of the 3,000,000 bills). For all Verizon Billing Regions, the discounted Bill Rendering Rate, to the extent applicable, is based upon Carrier's annual bill volume guarantee. The bill volume guarantee band selected by Carrier should include the total number of bills for all CICs, ABECs, or ACNAs, for all Verizon Billing Regions ordered and for all Services purchased pursuant to this Agreement. Carrier shall provide this annual bill volume guarantee to Verizon at least one month prior to the beginning of each annual billing period; if Carrier fails to do so, Verizon shall apply the full non-discounted Bill Rendering Rate for the annual bill period for which Carrier did not provide a bill volume guarantee. A bill volume guarantee true-up will be performed the first month following the annual billing period, based on actual total bill volumes for the annual billing period. If Verizon determines in its sole and absolute discretion that, based on the true-up, Carrier failed to qualify for the bill volume guarantee band discount based on the actual total bill volumes for that annual billing period, Carrier shall pay to Verizon the bill volume guarantee true-up amount equal to the difference between the minimum number of bills in the bill volume guarantee band and the actual total number of bills, times the average cost per bill during that annual billing (as determined by Verizon in its sole and absolute discretion based on Carrier's billing activity for the previous year). All true-up amounts will be settled on an Ancillary Bill following the annual billing period. The bill volume guarantee will be based on the total Services used by all Carriers and will not be based on each individual Carrier's usage.

Extra bill page postage total additional charge (Verizon Billing Regions 5,6,7,8)	
3 - 8 Sheets of paper	\$0.17
9 - 14 Sheets of paper	\$0.34
15 - 20 Sheets of paper	\$0.51
21 - 26 Sheets of paper	\$0.68
SA2.3 Message Processing Rate¹¹	
Call Detail Billing Record	
Rate for any CIC(s) whose average Billing Records per bill are less than or equal to 50 Billing Records per bill, for all Verizon Billing Regions, per Billing Record	\$0.02
Rate for any CIC(s) whose average Billing Records per bill are greater than or equal to 51 Billing Records per bill, for all Verizon Billing Regions, per Billing Record	\$0.015
Other EMI Records	
Miscellaneous Charge Billing Records (01-51-22, 23), for all Verizon Billing Regions, per Billing Record	\$0.001
Flexible Invoice Billing Record (01-51-27), for all Verizon Billing Regions, per Billing Record that contain detail charges	\$0.02
Flexible Invoice Billing Record (01-51-27), for all Verizon Billing Regions, per Billing Record that are totals, subtotals and text	\$0.001
Mechanized Adjustment Billing Record (01-51-24), for all Verizon Billing Regions, per Billing Record	\$0.02
Invoice Advice Billing Record (49-51-01), for all Verizon Billing Regions, per Billing Record	No charge
SA2.4 Exchange Carrier Memorandum (EC Memo) or Recourse Adjustments¹²	
With Inquiry Service, Charge per Adjustment, for all Verizon Billing Regions	No Charge
Without Inquiry Service, Charge per Adjustment, for all Verizon Billing Regions, if initiated by Carrier	\$15.00
Without Inquiry Service, Charge per Adjustment, for all Verizon Billing Regions, if initiated by Verizon	\$15.00
SA2.5 Complementary Services (Inquiry Service¹³)	
Inquiry rate per Billing Record, for all Verizon Billing Regions, based on Annual Bill Volumes ¹⁴	
0 bills to 24,999,999	\$0.05
25,000,000 bills to 49,999,999	\$0.04
50,000,000 bills or more	\$0.03
Inquiry rate per Adjustment, for all Verizon Billing Regions ¹⁵	No charge
SA2.6 Package Billing Discount	
Package Billing Discount, per bill, for all Verizon Billing Regions ¹⁶	\$0.08

¹¹ For Invoice Billing Service, rates shall include a Bill Rendering charge per invoice per month and a message processing charge per Billing Record.

¹² The EC Memo or Recourse Adjustment charge shall be assessed each time Carrier or Verizon initiates, or Applicable Law mandates, an Adjustment to an End-User account. This charge applies per account adjusted per EC Memo or Recourse Adjustment.

¹³ Inquiry Service is only available in conjunction with Verizon Rating Service.

¹⁴ For all Verizon Billing Regions – Any CIC that submits an average of more than 50 Billing Records per bill per month will be charged for no more than the price for 50 Billing Records per bill.

¹⁵ Any Adjustment to End-User billing resulting from End-User Inquiry and any subsequent investigation, as set forth in SA2.4 above, shall be made utilizing Verizon internal Adjustment procedures, as may be amended from time-to-time in Verizon's sole and absolute discretion.

¹⁶ Per Bill discount for package billing without Carrier section or page (in addition to bill volume guarantee band discount)

SERVICE ATTACHMENT 3 – PAY-PER-CALL BILLING SERVICE	
Service Description	Pricing
SA3.1 Systems preparation charge, to prepare Verizon systems to provide Pay-Per-Call Billing Service¹⁷	
For each individual Verizon Billing Region	\$15,000.00
Add or Change Carrier Identification Code ("CIC") after initial preparation (per CIC per Verizon Billing Region)	\$15,000.00
SA3.2 Pay-Per-Call Specialized Billing Records (EMI 01-01-16 and 81-01-16 Billing Records)	
Implementation Charge for all Verizon Billing Regions	Available on request
SA3.3 Bill Rendering Rate	
Per bill non-discounted, for all Verizon Billing Regions	\$1.50
Discount per Bill based on Bill Volume Guarantee Band ¹⁸	
0 bills to 1,999,999	\$0.00
2,000,000 bills to 5,999,999	\$0.05
6,000,000 bills to 11,999,999	\$0.10
12,000,000 bills to 24,999,999	\$0.15
25,000,000 bills to 49,999,999	\$0.20
50,000,000 bills to 74,999,999	\$0.25
75,000,000 bills to 99,999,999	\$0.30
100,000,000 bills to 149,999,999	\$0.35
150,000,000 bills or more	\$0.40
Billing Commitment--per Bill discount (in addition to Bill Volume discount) if Carrier agrees to utilize Verizon for billing a minimum of 85% of End-Users to whom Verizon also provides local exchange services.	\$0.10
Increased Postage Rates (Verizon Billing Regions 1,2,3,4)	Carrier shall pay for 33% of any postage rate increase on the first ounce.
Increased Postage Rates (Verizon Billing Regions 5,6,7,8)	Carrier shall pay for 33% of any postage rate increase on the

¹⁷ The following charges are in addition to the system set-up charge for Message Ready Billing Service. Pay-Per-Call Billing Service is only available when purchased with Message Ready Billing Service. System preparation charge(s) are startup charges and are nonrefundable; for the avoidance of any doubt, Verizon shall assess Carrier the systems preparation charge for each instance in which Carrier requests Pay-Per-Call Billing Service to be established within a given Billing Region. By way of example and not of limitation, if Carrier establishes Pay-Per-Call Billing Service only in New York and subsequently requests such Service to be established in Connecticut, the systems preparation charge shall be applied twice for such Billing Region.

¹⁸ Discount per Bill applies to all bills based on Carrier's bill volume guarantee (i.e., if Carrier provides a bill volume guarantee of 3,000,000 bills, Carrier receives a discount of \$0.05 for each of the 3,000,000 bills). For all Verizon Billing Regions, the discounted Bill Rendering Rate, to the extent applicable, is based upon Carrier's annual bill volume guarantee. The bill volume guarantee band selected by Carrier should include the total number of bills for all CICs, ABECs, or ACNAs, for all Verizon Billing Regions ordered and for all Services purchased pursuant to this Agreement. Carrier shall provide this annual bill volume guarantee to Verizon at least one month prior to the beginning of each annual billing period; if Carrier fails to do so, Verizon shall apply the full non-discounted Bill Rendering Rate for the annual bill period for which Carrier did not provide a bill volume guarantee. A bill volume guarantee true-up will be performed the first month following the annual billing period, based on actual total bill volumes for the annual billing period. If Verizon determines in its sole and absolute discretion that, based on the true-up, Carrier failed to qualify for the bill volume guarantee band discount based on the actual total bill volumes for that annual billing period, Carrier shall pay to Verizon the bill volume guarantee true-up amount equal to the difference between the minimum number of bills in the bill volume guarantee band and the actual total number of bills, times the average cost per bill during that annual billing (as determined by Verizon in its sole and absolute discretion based on Carrier's billing activity for the previous year). All true-up amounts will be settled on an Ancillary Bill following the annual billing period. The bill volume guarantee will be based on the total Services used by all Carriers and will not be based on each individual Carrier's usage.

	first ounce and for 100% of any postage rate increase for each additional ounce.
Extra bill page postage total additional charge (Verizon Billing Regions 5,6,7,8)	
3 - 8 Sheets of paper	\$0.17
9 - 14 Sheets of paper	\$0.34
15 - 20 Sheets of paper	\$0.51
21 - 26 Sheets of paper	\$0.68
SA3.4 Bill Record Processing Rate¹⁹	
Price per Billing Record (01-01-16) for all Verizon Billing Regions	\$0.25
NY NPA with NXX – for each Billing Record (01-01-16) \$5.01 or greater	\$0.25
NY NPA with NXX – for each Billing Record (01-01-16) \$5.00 or less	\$0.02
SA3.5 Exchange Carrier Memorandum (EC Memo) or Recourse Adjustments²⁰	
With Inquiry Service, Charge per Adjustment, for all Verizon Billing Regions	No Charge
Without Inquiry Service, Charge per Adjustment, for all Verizon Billing Regions, if initiated by Carrier	\$15.00
Without Inquiry Service, Charge per Adjustment, for all Verizon Billing Regions, if initiated by Verizon	\$15.00
SA3.6 Complementary Services (Inquiry Service²¹)	
Inquiry rate per Billing Record, for all Verizon Billing Regions, based on Annual Bill Volumes ²²	
0 bills to 24,999,999	\$0.05
25,000,000 bills to 49,999,999	\$0.04
50,000,000 bills or more	\$0.03
Inquiry rate per Adjustment, for all Verizon Billing Regions ²³	No charge

¹⁹ For Pay-Per-Call Billing Service, rates shall include a Bill Rendering charge per bill per month and a message processing charge per Billing Record.

²⁰ The EC Memo or Recourse Adjustment charge shall be assessed each time Carrier or Verizon initiates, or Applicable Law mandates, an Adjustment to an End-User account. This charge applies per account adjusted per EC Memo or Recourse Adjustment.

²¹ Inquiry Service is available only if the number of Pay-Per-Call Billing Records does not exceed more than twenty-five percent (25%) of the total number of Message Ready Billing Records and Pay-Per-Call Billing Records processed.

²² For all Verizon Billing Regions – Any CIC that submits an average of more than 50 Billing Records per bill per month will be charged for no more than the price for 50 Billing Records per bill.

²³ Any Adjustment to End-User billing resulting from End-User Inquiry and any subsequent investigation, as set forth in SA1.6 above, shall be made utilizing Verizon internal Adjustment procedures, as may be amended from time-to-time in Verizon's sole and absolute discretion.

SERVICE ATTACHMENT 4 – SUPPLEMENTAL SERVICES (WHERE AVAILABLE)	
Service Description	Pricing
SA4.1 Recording, Assembly and Editing	
Per completed Billing Record	\$0.0225

SERVICE ATTACHMENT 5 – END-USERS COMMUNICATIONS SERVICES (WHERE AVAILABLE)	
Service Description	Pricing
SA5.1 Package Discount Information Page	
Charge assessed per bill for all Verizon Billing Regions	\$0.30
Set-up charge per Verizon Billing Region per order	Individual Case Basis
SA5.2 Bill Insert	
Charge assessed per Bill Insert per bill, for Verizon Billing Regions 1,2,3,4	Individual Case Basis
Charge assessed per Bill Insert per bill, for Verizon Billing Regions 5,6,7,8 (Single Sheet)	\$0.16
Charge assessed per Bill Insert per bill, for Verizon Billing Regions 5,6,7,8 (Folded Sheet)	\$0.20
Set-up charge per Verizon Billing Region per order (per Billing Region)	\$5,000.00
Set-up charge per Verizon Billing Region per order (for all Billing Regions)	\$25,000.00
SA5.3 Bill Message Charge (Used with Message Ready Billing Service)²⁴	
Per Bill Message per bill for all Verizon Billing Regions	\$0.075
Set-up charge per Verizon Billing Region per order (per Billing Region) ²⁵	\$5,000.00
Set-up charge per Verizon Billing Region per order (for all Billing Regions) ²⁶	\$25,000.00
SA5.4 Marketing Message (Used with Invoice Billing Service)	
Per Marketing Message per bill for all Verizon Billing Regions	\$0.075

²⁴ When Pay-Per-Call Billing Records are billed, any FCC/FTC required advisory statement is displayed within the Pay-Per-Call Billing Services section of the End-User's Bill.

²⁵ This charge is waived if the Bill Message is used for a regulatory phrase required by Applicable Law.

²⁶ This charge is waived if the Bill Message is used for a regulatory phrase required by Applicable Law.

SERVICE ATTACHMENT 6 – SUB-CIC SERVICES²⁷

Service Description	Pricing
SA6.1 Implementation	
Implementation costs of Sub-CIC Service	Included in Implementation Costs for Message Ready Billing Service
Adding Sub-CIC Service after initial preparation	Available on request

²⁷ For pricing relating to Sub-CIC Certification, Inquiry Number Change or to add, change or delete a Sub-CIC, see Verizon's Policies.

SERVICE ATTACHMENT 8 – DIRECT BILL PREPARATION AND DISTRIBUTION SERVICE (WHERE AVAILABLE)²⁸	
Service Description	Pricing
SA8.1 Systems preparation charge, to prepare Verizon systems to provide Invoice Billing Service²⁹	Available upon request
SA8.2 Bill Rendering Rate	
Per bill non-discounted ³⁰	\$3.00
Increased Postage Rates	Carrier shall pay for 100% of any postage rate increase on the first ounce.
SA8.3 Message Processing Rate³¹	
Call Detail Billing Record	
Rate for any CIC(s) whose average Billing Records per bill are less than or equal to 50 Billing Records per bill, per Billing Record	\$0.02
Rate for any CIC(s) whose average Billing Records per bill are greater than or equal to 51 Billing Records per bill, per Billing Record	\$0.015
High Volume Billing and Rating	
Rate for any CIC(s) whose average Billing Records per bill are greater than or equal to 5,000 Billing Records per bill, for all Verizon Billing Regions, per Billing Record	\$0.0006
Other EMI Records	
Miscellaneous Charge Billing Records (01-51-22, 23), per Billing Record	\$0.001
Flexible Invoice Billing Record (01-51-27), per Billing Record that contain detail charges	\$0.02
Flexible Invoice Billing Record (01-51-27), per Billing Record that are totals, subtotals and text	\$0.001
Mechanized Adjustment Billing Record (01-51-24), per Billing Record	\$0.02
Invoice Advice Billing Record (49-51-01), per Billing Record	No charge
SA8.4 Non-Detail Credit and Miscellaneous Billing Records (EMI 41-50-01 and 42-50-01 Billing Records)	
Charge per Billing Record for all Verizon Billing Regions	\$0.25
SA8.5 Specialized Service Billing Records (EMI 01-01-18 Billing Records)	
Charge per Billing Record for all Verizon Billing Regions	\$0.25
SA8.6 Exchange Carrier Memorandum (EC Memo) or Recourse Adjustments³²	

²⁸ For Other Verizon Affiliates Customers, Direct Bill Preparation and Distribution Service (Where Available) must be purchased with Message Ready Billing Service or Invoice Billing Service.

²⁹ System preparation charge(s) are startup charges and are nonrefundable; for the avoidance of any doubt, Verizon shall assess Carrier the systems preparation charge for each instance in which Carrier requests Invoice Billing Service to be established within the Operating Region. By way of example and not of limitation, if Carrier establishes Invoice Billing Service only in New York and subsequently requests such Service to be established in Connecticut, the systems preparation charge shall be applied twice.

³⁰ Includes the first two pages

³¹ For Invoice Billing Service, rates shall include a Bill Rendering charge per invoice per month and a message processing charge per Billing Record.

With Inquiry Service, Charge per Adjustment	No Charge
Without Inquiry Service, Charge per Adjustment, if initiated by Carrier	\$15.00
Without Inquiry Service, Charge per Adjustment, if initiated by Verizon	\$15.00
SA8.7 Complementary Services (Inquiry Service³³)	
Inquiry rate per Billing Record, based on Annual Bill Volumes ³⁴	
0 bills to 24,999,999	\$0.05
25,000,000 bills to 49,999,999	\$0.04
50,000,000 bills or more	\$0.03
Inquiry rate per Adjustment ³⁵	No charge

³² The EC Memo or Recourse Adjustment charge shall be assessed each time Carrier or Verizon initiates, or Applicable Law mandates, an Adjustment to an End-User account. This charge applies per account adjusted per EC Memo or Recourse Adjustment.

³³ Inquiry Service is only available in conjunction with Verizon Rating Service.

³⁴ Any CIC that submits an average of more than 50 Billing Records per bill per month will be charged for no more than the price for 50 Billing Records per bill.

³⁵ Any Adjustment to End-User billing resulting from End-User Inquiry and any subsequent investigation, as set forth in SA8.4 above, shall be made utilizing Verizon internal Adjustment procedures, as may be amended from time-to-time in Verizon's sole and absolute discretion.

SERVICE ATTACHMENT 9 – FRAUD MANAGEMENT SERVICE

Service Description	Pricing
For pricing see Service Attachment 9 – Fraud Management Service	

BILLING SERVICES AGREEMENT

ATTACHMENT C

TAXES

1. Definitions

All federal, state, and local sales, use, excise, gross receipts, and other taxes, fees, surcharges and tax-like charges imposed on or with respect to a Carrier's services billed by Verizon under this Agreement, including such Carrier computed tax or fee surcharges, are collectively referred to as a "Tax" or "Taxes." "Taxes" do not include income Taxes imposed on Verizon with respect to the fee Verizon charges such Carrier for the Services Verizon performs under this Agreement, or gross receipts Taxes or any other Taxes that are imposed directly on such Carrier without a means of recovery from the End-User.

2. Pay-Per-Call Billing and/or Message Ready Billing Services

- 2.1 Calculation. Each Carrier is solely responsible for the determination of the appropriate federal, state and local Taxes and Tax-associated rate elements and surcharges imposed on or collected from End-Users.
- 2.2 Application Procedures. Each Carrier shall follow the Change Request process set forth in Verizon's Policies to direct Verizon regarding the application and billing of Taxes, including, without limitation, implementation of the following:
- 2.2.1 Procedures or information relating to Taxes that are applicable to a Carrier's services but not applicable to Verizon's services.
 - 2.2.2 Procedures or information arising from changes in Applicable Law relating to Taxes.
 - 2.2.3 Procedures or information relating to Taxes on new services offered by a Carrier.
 - 2.2.4 Procedures or information relating to Tax or fee surcharges.
 - 2.2.5 Procedures or information relating to the Tax status of a particular End-User.
- 2.3 In the absence of direction from a Carrier pursuant to Section 2.2 above, without warranty as to accuracy, completeness, or applicability to such Carrier's services, Verizon shall apply, bill, record, and collect Taxes using standard Verizon procedures and information, including without limitation, tax applications, tax rates, and tax-exempt information.
- 2.4 Verizon shall use reasonable efforts to implement Tax changes or new procedures as instructed by a Carrier on a timely basis.
- 2.5 Verizon shall provide Tax reports to a Carrier in support of the Taxes billed such Carrier's End-Users in order that such Carrier may file its Tax returns. The reports shall be enclosed with PAR Reports sent to such Carrier unless limited by system capabilities. In addition, at such Carrier's request, Verizon shall make available to such Carrier all existing information in Verizon's possession reasonably necessary for such Carrier to file its Tax returns, seek administrative or judicial relief with respect to Taxes, or comply with audits.

- 2.6 Verizon shall remit billed Taxes to a Carrier as part of the monthly report sent to such Carrier; provided, however, that Verizon shall not remit Taxes to such Carrier when remittance is specifically prohibited by Applicable Law.

3. Invoice Billing Services

- 3.1 Each Carrier shall be responsible for determining and calculating Taxes to be billed or collected by Verizon in connection with each such Carrier's Invoice Billing Services, including the tax-exempt status of any End-User. Each Party recognizes that Verizon is merely acting on behalf of each such Carrier with respect to the billing and collection of Taxes hereunder.
- 3.2 Verizon shall bill the Taxes as calculated by a Carrier.
- 3.3 Verizon shall remit billed Taxes to a Carrier as part of the monthly purchase of receivables payment; provided, however, that Verizon shall not remit Taxes to such Carrier when remittance is specifically prohibited by Applicable Law.

4. Other Tax Procedures

- 4.1 Verizon's contact representatives shall accept and resolve End-User Tax inquiries in accordance with service procedures when a Carrier has purchased Inquiry Service. Otherwise, any communications from End-Users relating to Taxes shall be the responsibility of such Carrier.
- 4.2 Each Carrier shall file with the applicable taxing authorities all returns, or other tax information, for Taxes and timely pay or remit to the applicable taxing authorities all such Taxes, including Tax and fee surcharges, and any applicable interest and penalties. Each such Carrier shall be solely responsible for the preparation and content of its Tax returns.
- 4.3 Verizon shall notify a Carrier if any taxing authority advises Verizon that it intends to audit Billing Records in Verizon's possession, custody, or control with respect to Taxes that such Carrier may be required to pay or for which such Carrier may be required to reimburse Verizon.
- 4.4 All communications with taxing authorities regarding Taxes applicable to a Carrier charges shall be the responsibility of such Carrier.
- 4.5 As a billing agent for a Carrier, Verizon is billing such Carrier's revenues for a specific fee. Verizon shall not report these billings as its own receipts for gross receipts tax purposes or any other Tax purpose unless otherwise required by Applicable Law. Such Carrier shall report such billings as its own receipts for gross receipts tax and any other Tax purposes as required by Applicable Law.

5. Taxes - Indemnity and Recourse

- 5.1 The indemnities provided for in this Section 5 shall be payable without regard to which Party is obligated to collect and remit Taxes or to file the Tax returns and shall be the sole indemnification provided by either Party with respect to the Tax matters covered in this Attachment. Neither the indemnification provisions nor the claim limitation provisions contained elsewhere in this Agreement shall apply to the Tax matters covered in this Service Attachment.
- 5.2 Each Carrier shall indemnify, defend, and hold harmless Verizon from and against any and all liabilities or losses resulting from any Tax, interest, penalties, additions to Tax, Tax or fee surcharge, or other charge or expense payable by Verizon (including

attorneys' fees and other reasonable expenses incurred in defending Claims or actions for such charges) incurred by Verizon as a result of:

- 5.2.1 The delay or failure of each such Carrier, for any reason, to pay or remit any Tax or file any Tax return or other Tax information as required by Applicable Law or this Agreement;
 - 5.2.2 Verizon complying with this Agreement or any determination or direction by or advice of each such Carrier, or correctly using information provided by each such Carrier in performing any Tax-related service hereunder;
 - 5.2.3 Any audit or investigation by a taxing authority with respect to Taxes associated with this Agreement.
- 5.3 Should any taxing authority determine that any Taxes (including interest, penalties, additions to Taxes, and Tax or fee surcharges) that have not been paid by a Carrier are payable by Verizon to the taxing authority as a result of Verizon's performance of any obligation under this Agreement, Verizon shall so advise such Carrier. Such Carrier shall be liable for all such Taxes, interest, penalties and additions to Taxes and Tax or fee surcharges. Such Carrier shall, at its option and expense (including reimbursement or payment of any such assessment prior to final resolution of the issue), have the right to seek a ruling as to the applicability of any such Tax or to protest any assessment and participate in any legal challenge to such assessment, but shall be liable for all Taxes, penalties, interest, additions to Taxes, and Tax and fee surcharges ultimately determined to be due. Verizon shall, when requested by such Carrier and at such Carrier's expense, cooperate or participate with such Carrier in any such proceeding, protest, or legal challenge; provided, however, that Verizon may decline to participate if Verizon determines, in its sole and absolute discretion, that such participation would be without merit or may result in contempt or similar proceedings against Verizon.

BILLING SERVICES AGREEMENT

ATTACHMENT D-1

CARRIER SERVICES SCHEDULE

BELL ATLANTIC COMMUNICATIONS, INC. d/b/a VERIZON LONG DISTANCE
NYNEX LONG DISTANCE COMPANY d/b/a VERIZON ENTERPRISE SOLUTIONS

Contact Information:

Vincent J. Woodbury, Vice President
One Verizon Way, VC11E207
Basking Ridge, NJ 07920
Phone: 908-559-1431

with a copy to:

Cathy Haliburton, Senior Specialist
6665 N. MacArthur Blvd., HQK02E58
Irving, TX 75039
Phone: 972-465-5229
Fax: 972-465-5629

<u>Service Attachment</u>	<u>Service</u>	<u>CICs/ACNAs/ABECs</u>
Service Attachment 1	Message Ready Billing Service with Inquiry	09071, 05483, 06224, 00015
Service Attachment 1	Message Ready Billing Service without Inquiry	0671
Service Attachment 2	Invoice Billing Service with Inquiry	06963, 09074
Service Attachment 4	Supplemental Services	06963, 09071, 09074, 05483, 00015, 0671
Service Attachment 5	End-Users Communications Services	06963, 09071, 09074, 05483, 0671
Service Attachment 8	Direct Bill Preparation and Distribution Service with Inquiry	09074, 05483, 06224, 00015
Service Attachment 9	Fraud Management Service	06963, 05483

BILLING SERVICES AGREEMENT

ATTACHMENT D-2

CARRIER SERVICES SCHEDULE

VERIZON TELEPRODUCTS CORP.

Contact Information:

Teresa Mekosh
400 Brandywine Parkway
West Chester, PA 19380
Phone: 610-918-2373

<u>Service Attachment</u>	<u>Service</u>	CICs/ACNAs/ABECs
Service Attachment 1	Message Ready Billing Service without Inquiry	00656: BAB
Service Attachment 2	Invoice Billing Service without Inquiry	00656: BAB
Service Attachment 5	End-Users Communications Services	00656: BAB

BILLING SERVICES AGREEMENT

ATTACHMENT D-3

CARRIER SERVICES SCHEDULE

GTE.NET LLC d/b/a VERIZON INTERNET SOLUTIONS
VERIZON INTERNET SERVICES INC.
VERIZON ONLINE – MARYLAND LLC
VERIZON ONLINE – NEW JERSEY LLC
VERIZON ONLINE PENNSYLVANIA PARTNERSHIP

Contact Information:

Ken Lemke
Manager-Billing Operations
1411 Greenway Drive
Irving, TX 75038
Phone: 972-465-2118

<u>Service Attachment</u>	<u>Service</u>	<u>CICs/ACNAs/ABECs</u>
Service Attachment 1	Message Ready Billing Service without Inquiry	9143; ZMH, 01GN; GN1, 9301; VID
Service Attachment 1	Message Ready Billing Service with Inquiry	0883; VOA, 9158; VOW
Service Attachment 2	Invoice Billing Service with Inquiry	9143; ZMH, 01GN; GN1, 0860; VOL, 0863; VOE
Service Attachment 2	Invoice Billing Service without Inquiry	9301; VID
Service Attachment 5	End-Users Communications Services	9143; ZMH, 01GN; GN1, 0860; VOL, 0863; VOE, 0883; VOA, 9158; VOW, 9301; VID
Service Attachment 8	Direct Bill Preparation and Distribution Service with Inquiry	0860; VOL, 0863; VOE, 9301; VID

BILLING SERVICES AGREEMENT

ATTACHMENT D-4

CARRIER SERVICES SCHEDULE

VERIZON NETWORK INTEGRATION CORP.

Contact Information:

Joe Lisiewski
One Verizon Way
Basking Ridge, NJ 07920
Phone: 908-559-5673

with a copy to:

Rita Wood
3300 East Renner Road
Richardson, TX USA 75082
Phone: 972-656-2325

<u>Service Attachment</u>	<u>Service</u>	CICs/ACNAs/ABECs
Service Attachment 2	Invoice Billing Service with Inquiry	0845; VNI
Service Attachment 8	Direct Bill Preparation and Distribution Service with Inquiry	0845; VNI

BILLING SERVICES AGREEMENT

ATTACHMENT D-5

CARRIER SERVICES SCHEDULE

VERIZON SELECT SERVICES INC.

Contact Information:

Vincent J. Woodbury, Vice President
One Verizon Way, VC11E207
Basking Ridge, NJ 07920
Phone: 908-559-1431

with a copy to:

Cathy Haliburton, Senior Specialist
6665 N. MacArthur Blvd., HQK02E58
Irving, TX 75039
Phone: 972-465-5229
Fax: 972-465-5629

<u>Service Attachment</u>	<u>Service</u>	CICs/ACNAs/ABECs
Service Attachment 2	Invoice Billing Service with Inquiry	06953, 069VS; NYX
Service Attachment 5	End-Users Communications Services	06953, 069VS; NYX
Service Attachment 8	Direct Bill Preparation and Distribution Service with Inquiry	06953, 069VS; NYX
Service Attachment 9	Fraud Management Service	06953; NYX

BILLING SERVICES AGREEMENT

ATTACHMENT D-6

CARRIER SERVICES SCHEDULE

MCI COMMUNICATIONS SERVICES, INC.
TELECOM*USA, INC.

Contact Information:

Bob Green, Procurement
707 17th Street, Suite 4200
Denver, CO 80202
Phone: 303-390-6697
Fax: 303-390-6015
Lecbilling&collections@mci.com

<u>Service Attachment</u>	<u>Service</u>	<u>CICs/ACNAs/ABECs</u>
Service Attachment 1	Message Ready Billing Service with Inquiry	00222; MCI, 00459; NLS, 00092; SNT
Service Attachment 2	Invoice Billing Service without Inquiry	00222; MCI
Service Attachment 3	Pay-Per-Call Billing Service with Inquiry	00222; MCI, 00092; SNT
Service Attachment 5	End-Users Communications Services	00222; MCI, 00459; NLS, 00092; SNT

BILLING SERVICES AGREEMENT

SERVICE ATTACHMENT 1

MESSAGE READY BILLING SERVICE

Carrier agrees to order and Verizon agrees to provide Message Ready Billing Service, with or without Inquiry Service, as applicable, subject to the rates, terms and conditions set forth in the Agreement and within this Service Attachment as set forth more fully below.

1. Service Description

- 1.1 Message Ready Billing Service is a service whereby Verizon incorporates, on an End-User's bill, Accepted Billing Records (excluding Accepted Billing Records for Pay-Per-Call Services) that Carrier transmits to Verizon.
- 1.2 Verizon shall accumulate and guide Accepted Billing Records submitted by Carrier in preparation for billing, shall apply Taxes in accordance with Attachment C, as appropriate, and shall post such Accepted Billing Records to End-User bills as appropriate.

2. Service Restrictions

- 2.1 Verizon shall have no obligation to collect from End-Users, on behalf of Carrier, unpaid balances that accrued prior to the initiation of Message Ready Billing Service for such End-Users.
- 2.2 Carrier shall not submit, and Verizon shall have no obligation to accept, Billing Records for Pay-Per-Call Services unless Carrier has purchased Pay-Per-Call Billing Services from Verizon pursuant to rates, terms and conditions set forth in this Agreement.
- 2.3 Verizon shall provide Message Ready Billing Service subject to any additional limitations set forth in Verizon's Policies.

3. Charges for Services

Carrier shall pay the rates and charges for Message Ready Billing Service set forth in Attachment B.

4. Uncollectible Procedures

Uncollectible Procedures are as set forth in Verizon's Policies.

5. Inquiry Service [For CIC(s) with Inquiry Service]

- 5.1 Carrier hereby authorizes Verizon, on behalf of Carrier, to resolve all End-User Inquiries or Complaints arising from the billing, collecting, crediting or Adjusting of Carrier's charges for services rendered to End-Users.
- 5.2 Verizon shall evaluate and process requests to Adjust an End-User's bill in accordance with Verizon's Policies.
- 5.3 Adjustments, if any, shall be made to the Single Balance Due on an End-User's account.
- 5.4 Verizon may, in its sole and absolute discretion, refer End-User Inquiries or Complaints to Carrier.

5.5 Carrier shall provide to Verizon the names and contact information for Carrier representatives for the reporting and expeditious resolution of unusual End-User Inquiries or Complaints.

6. No Inquiry Service [For CIC(s) that have not ordered Inquiry Service]

6.1 Verizon shall refer all contacts by Carrier's End-Users concerning crediting, Adjusting or investigating Carrier's charges to Carrier at the following address and telephone number:

[See Attachments D1 through D6]

6.2 Verizon shall process Carrier requests to adjust an End-User's bill in accordance with Verizon's Policies.

6.3 Adjustments, if any, shall be made to the Single Balance Due on an End-User's account.

6.4 If an End-User (a) refuses to contact Carrier or (b) is unable to resolve a billing dispute with Carrier and seeks to resolve such dispute with Verizon, Verizon shall review such billing dispute. Verizon shall evaluate and process such request to adjust an End-User's bill in accordance with Verizon's Policies.

7. Taxes

Carrier shall comply with the terms and conditions for Taxes set forth in Attachment C.

BILLING SERVICES AGREEMENT

SERVICE ATTACHMENT 2

INVOICE BILLING SERVICE

Carrier agrees to order and Verizon agrees to provide Invoice Billing Service with or without Inquiry Service, as applicable, subject to the rates, terms and conditions set forth in the Agreement and within this Service Attachment as set forth more fully below.

1. Service Description

- 1.1 Invoice Billing Service is a service whereby Verizon incorporates, on an End-User's bill, Accepted Billing Records (excluding Accepted Billing Records for Pay-Per-Call Services) that Carrier transmits to Verizon in a format that is ready for direct posting to such End-User's bill.
- 1.2 Prior to transmitting Accepted Billing Records to Verizon, Carrier shall accumulate, guide and format such Accepted Billing Records in Invoice-prepared format and otherwise in accordance with Verizon's Policies. Verizon shall post such Accepted Billing Records to End-User bills in accordance with Verizon's Policies.

2. Service Restrictions

- 2.1 Verizon shall have no obligation to collect from End-Users, on behalf of Carrier, unpaid balances that accrued prior to the initiation of Invoice Billing Service for such End-Users.
- 2.2 Carrier shall not submit, and Verizon shall have no obligation to accept, Billing Records for Pay-Per-Call Services unless Carrier has purchased Pay-Per-Call Billing Services from Verizon pursuant to rates, terms and conditions set forth in this Agreement.
- 2.3 Verizon shall provide Invoice Billing Service subject to any additional limitations set forth in Verizon's Policies.

3. Charges

Carrier shall pay the rates and charges for Invoice Billing Service set forth in Attachment B.

4. Uncollectible Procedures

Uncollectible Procedures are as set forth in Verizon's Policies.

5. Inquiry Service - [For CIC(s) that have ordered Rating Service and Inquiry Service]

- 5.1 Carrier hereby authorizes Verizon, on behalf of Carrier, to resolve all End-User Inquiries or Complaints arising from the billing, collecting, crediting and Adjusting of Carrier's charges for services rendered to End-Users. Verizon shall have no obligation to resolve such End-User Inquiries or Complaints unless Carrier purchases Rating Services from Verizon pursuant to terms set forth in this Agreement.
- 5.2 Verizon shall evaluate and process requests to Adjust an End-User's bill in accordance with Verizon's Policies.
- 5.3 Adjustments, if any, shall be made to the Single Balance Due on an End-User's account.

- 5.4 Verizon may, in its sole and absolute discretion, refer End-User Inquiries or Complaints to Carrier.
- 5.5 Carrier shall provide to Verizon the names and contact information for Carrier representatives for the reporting and expeditious resolution of unusual End-User Inquiries or Complaints.

6. No Inquiry Service [For CIC(s) that have not ordered Inquiry Service]

- 6.1 Verizon shall refer all contacts by a Carrier's End-Users concerning crediting, Adjusting or investigating such Carrier's charges to such Carrier at the following address and telephone number:

[See Attachments D1 through D6]

- 6.2 Verizon shall process Carrier requests to adjust an End-User's bill in accordance with Verizon's Policies.
- 6.3 Adjustments, if any, shall be made to the Single Balance Due on an End-User's account.
- 6.4 If an End-User (a) refuses to contact Carrier or (b) is unable to resolve a billing dispute with Carrier and seeks to resolve such dispute with Verizon, Verizon shall review such billing dispute. Verizon shall evaluate and process such request to adjust an End-User's bill in accordance with Verizon's Policies.

7. Taxes

Carrier shall comply with the terms and conditions for Taxes set forth in Attachment C.

BILLING SERVICES AGREEMENT

SERVICE ATTACHMENT 3

PAY-PER-CALL BILLING SERVICE

Carrier agrees to order and Verizon agrees to provide Pay-Per-Call Billing Service subject to the rates, terms and conditions set forth in the Agreement and within this Service Attachment as more fully set forth below.

1. Service Description

- 1.1 Pay-Per-Call Billing Service is a service whereby Verizon incorporates, on an End-User's bill, Accepted Billing Records for Pay-Per-Call Services that Carrier transmits to Verizon.
- 1.2 Verizon shall accumulate and guide Accepted Billing Records for Pay-Per-Call Services submitted by Carrier in preparation for billing, and shall post such Accepted Billing Records to End-User bills as appropriate.
- 1.3 Verizon shall have no obligation to provide Carrier with Pay-Per-Call Billing Service if Carrier does not also purchase Message Ready Billing Service from Verizon pursuant to rates, terms and conditions set forth in this Agreement.

2. Service Restrictions

- 2.1 Verizon shall have no obligation to collect from End-Users, on behalf of Carrier, unpaid balances that accrued prior to the initiation of Pay-Per-Call Billing Service for such End-Users.
- 2.2 Unpaid Pay-Per-Call Service balances due Verizon by End-Users for Carrier Pay-Per-Call Services shall be Recoursed to Carrier as Adjustments in accordance with Verizon's Policies.
- 2.3 Verizon may, in its sole and absolute discretion, remove from an End-User's bill any charges for Pay-Per-Call Services that the End-User disputes or refuses to pay. Verizon shall Recourse such charges back to Carrier with no further liability, and Carrier shall remain liable to Verizon for any such charges.
- 2.4 Carrier shall maintain a toll-free telephone number for End-Users to call to resolve billing disputes, answer questions, and cancel Pay-Per-Call Services.
- 2.5 Verizon shall provide Pay-Per-Call Billing Service subject to any additional limitations set forth in Verizon's Policies.

3. Charges for Services

Carrier shall pay the rates and charges for Pay-Per-Call Billing Service set forth in Attachment B.

4. Uncollectible Procedures

Uncollectible Procedures are as set forth in Verizon's Policies.

5. End-User Adjustments

- 5.1 Upon request from an End-User, Verizon shall remove charges for Pay-Per-Call Services from an End-User's bill and Recourse such charges to Carrier.

- 5.2 Verizon shall refer all contacts by Carrier's End-Users concerning crediting, Adjusting or investigating Carrier's charges to Carrier at the following address and telephone number:

[See Attachments D1 through D6]

- 5.3 Verizon shall process Carrier requests to adjust an End-User's bill in accordance with Verizon's Policies.
- 5.4 Adjustments, if any, shall be made to the Single Balance Due on an End-User's account.
- 5.5 If an End-User (a) refuses to contact Carrier or (b) is unable to resolve a billing dispute with Carrier and seeks to resolve such dispute with Verizon, Verizon shall review such billing dispute. Verizon shall evaluate and process such request to adjust an End-User's bill in accordance with Verizon's Policies.

6. Taxes

Carrier shall comply with the terms and conditions for Taxes set forth in Attachment C.

SERVICES AGREEMENT
SERVICE ATTACHMENT 4
SUPPLEMENTAL SERVICES

Carrier agrees to order and Verizon agrees to provide Supplemental Services subject to the rates, terms and conditions set forth in the Agreement and within this Service Attachment as set forth more fully below.

1. Service Description

- 1.1 Supplemental Services include Call Recording Service, Rating Service and any other services that Verizon, in its sole and absolute discretion, offers to Carrier pursuant to a written amendment to the Agreement.
- 1.2 "Rating Service" is a service whereby Verizon applies, for Carrier: (a) rates specified by Carrier to individual Billing Records and (b) applicable Taxes as set forth in Attachment C.
- 1.3 "Call Recording Service" is a service whereby Verizon collects, for Carrier, the details of customer Billing Records originated through Verizon switching equipment for which answer and disconnect supervision have been received.
 - 1.3.1 Call Recording Service is available with Feature Group C and Feature Group D access service or similar offerings by Verizon or other local exchange carriers when used for provision of usage-based services.
 - 1.3.2 Call Recording Service includes Assembly, Editing and Call Record Provision. As used herein, (a) "Assembly" means the aggregation of recorded detail to create individual activity data for rating (either by Verizon pursuant to Rating as provided herein or by Carrier), (b) "Editing" means the process of verifying that the Assembled activity data is in accordance with the Verizon standard format(s) specifications and (c) "Call Record Provision" means the transmission to Carrier of activity data that has been Assembled and Edited.
 - 1.3.3 Carrier shall transmit, through Carrier's equipment, such signals as are required for the proper operation of the Verizon automatic call recording equipment that performs the Call Recording Service.
 - 1.3.4 Verizon may, in its sole and absolute discretion, purchase call recording from a third party in order to provide Call Recording Service to Carrier.
 - 1.3.5 Verizon shall provide recorded activity detail to Carrier in accordance with Verizon standard format(s) specifications.

2. Service Restrictions

Verizon shall provide Supplemental Services subject to any additional limitations set forth in Verizon's Policies.

3. Charges

Carrier shall pay the rates and charges for Supplemental Services set forth in Attachment B.

BILLING SERVICES AGREEMENT

SERVICE ATTACHMENT 5

END-USERS COMMUNICATIONS SERVICES

Carrier agrees to order and Verizon agrees to provide End-Users Communications Services subject to the rates, terms and conditions set forth in the Agreement and within this Service Attachment as set forth more fully below.

1. Service Description

- 1.1 End-Users Communications Services are services whereby Verizon permits Carriers to communicate with End-Users via Bill Inserts, Bill Messages, Marketing Messages and Package Discount Information Pages.
- 1.2 As used herein:
 - 1.2.1 "Bill Insert" means an insert, other than an Accepted Billing Record, that Verizon includes with an End-User's bill.
 - 1.2.2 "Bill Message" means a message, other than an Accepted Billing Record, that appears on an End-User bill.
 - 1.2.3 "Marketing Message" means an advertising, promotional or information message, other than an Accepted Billing Record, that appears on an End-User's bill.
 - 1.2.4 "Package Discount Information Page" means a communication, other than an Accepted Billing Record, regarding product or bundled service package discounts that appear on an End-User's bill, subject to limitations imposed by Verizon in its sole and absolute discretion.

2. Service Restrictions

- 2.1 Verizon shall have no obligation to accept, and may reject in its sole and absolute discretion, any proposed communication by Carrier to End-Users via End-User Communications Services.
- 2.2 All proposed communications by Carrier to End-Users via End-User Communications Services shall comply with Verizon's graphic, printing, packaging, production format and other standards, as determined by Verizon in its sole and absolute discretion.
- 2.3 Verizon shall have no obligation to provide End-Users Communications Services, other than regulatory bill messages or advisory messages, with Pay-Per-Call Billing Services.
- 2.4 Bill Messages shall only be available to Carriers purchasing Message Ready Billing Service, and Bill Messages shall conform to the specifications and limitations set forth in Verizon's Policies.
- 2.5 Marketing Messages shall only be available to Carriers purchasing Invoice Billing Service, and Marketing Messages shall conform to the specifications and limitations set forth in Verizon's Policies.
- 2.6 No Bill Insert, Bill Message, Marketing Message or Package Discount Information Page shall be obscene, defamatory, competitive with products or services offered by wholly-owned or controlled affiliates of Verizon Communications Inc., otherwise

unlawful or otherwise objectionable to Verizon. Verizon shall not be responsible for the content of any Bill Insert, Bill Message, Marketing Message or Package Discount Information Page, and Carrier shall indemnify and hold harmless Verizon for third-party claims arising from the content of such marketing insert(s).

- 2.7 Verizon shall provide End-User Communications Services subject to any additional limitations set forth in Verizon's Policies.

3. Ordering Procedures

Carrier shall order End-User Communications Services in accordance with the procedures set forth in Verizon's Policies.

4. Charges for Service

Carrier shall pay the rates and charges for End-Users Communications Service set forth in Attachment B.

BILLING SERVICES AGREEMENT

SERVICE ATTACHMENT 6

SUB-CIC SERVICE

Carrier agrees to order and Verizon agrees to provide Sub-CIC Service under the terms and conditions set forth in the Agreement, including this Service Attachment, as follows:

1. Service Description

- 1.1 Sub-CIC Service is a service whereby Verizon incorporates, on an End-User's bill, Accepted Billing Records for Sub-CICs that Carrier (acting as a Clearinghouse for such Sub-CICs) transmits to Verizon.
- 1.2 Verizon shall have no obligation to provide Carrier with Sub-CIC Service if Carrier does not also purchase Message Ready Billing Service or Invoice Billing Service from Verizon pursuant to rates, terms and conditions set forth in this Agreement.

2. Service Restrictions

Verizon shall provide Sub-CIC Service subject to any additional limitations set forth in Verizon's Policies.

3. Service Ordering

Carrier shall establish Sub-CIC Services for each Sub-CIC in accordance with the Change Request procedures set forth in Verizon's Policies.

4. Charges

Carrier shall pay the rates and charges for Sub-CIC Service set forth in Attachment B.

5. Charges for Credits and Other Violations by Sub-CIC

Any credits that Carrier agrees to provide an End-User shall be submitted to Verizon for inclusion in such End-User's bill no later than the next or nearest billing cycle; in no event shall Carrier submit such credit to Verizon for inclusion in the End-User's bill more than forty-five (45) days after the End-User has been informed that End-User will receive such credit. If Carrier fails to provide any such credit in accordance with the immediately preceding sentence, Carrier shall, in addition to any other charges owed to Verizon pursuant to this Agreement, pay Verizon an additional \$500 (Five Hundred U.S. Dollars) per End-User for each billing cycle that the credit fails to appear (beginning with the date on which the credit should have appeared in the End-User's bill in accordance with the foregoing).

6. Taxes

Carrier shall comply with the terms and conditions for Taxes set forth in Attachment C.

BILLING SERVICES AGREEMENT

SERVICE ATTACHMENT 8

DIRECT BILL PREPARATION AND DISTRIBUTION SERVICE

Carrier agrees to order and Verizon agrees to provide Direct Bill Preparation and Distribution Service subject to the rates, terms and conditions set forth in the Agreement and within this Service Attachment as set forth more fully below.

1. Service Description

- 1.1 Direct Bill Preparation and Distribution Service is a service whereby Verizon prepares and distributes to Other Verizon Affiliates Customers (as defined below) an integrated bill that includes charges of one or more Carriers, but not charges of Verizon.
- 1.2 Verizon shall accumulate and guide Accepted Billing Records submitted by a Carrier in preparation for billing, shall apply Taxes in accordance with Attachment C, as appropriate, and shall post such Accepted Billing Records to the bills that Verizon prepares for Other Verizon Affiliates Customers as appropriate.
- 1.3 For the avoidance of any doubt, Verizon shall print and distribute, in accordance with Verizon's customary practices, Other Verizon Affiliates Customer bills showing amounts due to a Carrier from Other Verizon Affiliates Customers for the services provided by such Carrier.
- 1.4 For purposes of fulfilling Verizon's obligations under this Agreement, Carrier shall provide to Verizon the billing name and address for each Other Verizon Affiliates Customer in a form and manner specified by Verizon.
- 1.5 For the avoidance of any doubt, Verizon shall bill a Carrier's charges to Other Verizon Affiliates Customers in accordance with Verizon's normal billing schedule.
- 1.6 As used in this Service Attachment, an "Other Verizon Affiliates Customer" means a third-party purchaser of services or products from an Affiliate of Verizon who does not also subscribe to Verizon's Telephone Exchange Services. References to End-Users in this Agreement shall be deemed also to be references to Other Affiliate End Users unless context, as determined by Verizon, otherwise requires.

2. Service Restrictions

- 2.1 Verizon shall have no obligation to collect from Other Verizon Affiliates Customers, on behalf of a Carrier, unpaid balances that accrued prior to the initiation of Direct Bill Preparation and Distribution Service for such Other Verizon Affiliates Customers.
- 2.2 Notwithstanding Section 2.1 of this Service Attachment 8, if Verizon receives from an Other Verizon Affiliates Customer, on behalf of a Carrier, payment for a balance that accrued prior to the initiation of Direct Bill Preparation and Distribution Service, Verizon shall reflect a credit balance in the amount of such payment on the Other Verizon Affiliates Customer's bill pursuant to its customer service procedures.
- 2.3 Carrier shall not submit, and Verizon shall have no obligation to accept, Billing Records for Direct Bill Preparation and Distribution Service unless such Carrier has purchased Message Ready Billing Service or Invoice Billing Service.

2.4 Verizon shall provide Direct Bill Preparation and Distribution Service subject to any additional limitations set forth in Verizon's Policies.

3. Charges for Services

Carrier shall pay the rates and charges for Direct Bill Preparation and Distribution Service set forth in Attachment B.

4. Uncollectible Procedures

Uncollectible Procedures are as set forth in Verizon's Policies.

5. Inquiry Service [For CIC(s) that have ordered (1) Message Ready Billing Service and Inquiry Service or (2) Invoice Billing Service, Rating Service and Inquiry Service]

5.1 Carrier hereby authorizes Verizon, on behalf of such Carrier, to resolve all End-User Inquiries or Complaints arising from the billing, collecting, crediting or Adjusting of such Carrier's charges for services rendered to End-Users or Other Verizon Affiliates Customers. If Invoice Billing Service has been ordered, Verizon shall have no obligation to resolve such End-User Inquiries or Complaints unless Carrier purchases Rating Services from Verizon pursuant to terms set forth in this Agreement.

5.2 Verizon shall evaluate and process requests to Adjust an End-User's bill in accordance with Verizon's Policies.

5.3 Adjustments, if any, shall be made to the Single Balance Due on an End-User's account.

5.4 Verizon may, in its sole and absolute discretion, refer End-User Inquiries or Complaints to Carrier.

5.5 Carrier shall provide to Verizon the names and contact information for such Carrier's representatives for the reporting and expeditious resolution of unusual End-User Inquiries or Complaints.

6. No Inquiry Service [For CIC(s) that have not ordered Inquiry Service]

6.1 Verizon shall refer all contacts by a Carrier's End-Users concerning crediting, Adjusting or investigating such Carrier's charges to such Carrier at the following address and telephone number:

[See Attachments D1 through D6]

6.2 Verizon shall process Carrier requests to adjust an End-User's bill in accordance with Verizon's Policies.

6.3 Adjustments, if any, shall be made to the Single Balance Due on an End-User's account.

6.4 If an End-User (a) refuses to contact Carrier or (b) is unable to resolve a billing dispute with Carrier and seeks to resolve such dispute with Verizon, Verizon shall review such billing dispute. Verizon shall evaluate and process such request to adjust an End-User's bill in accordance with Verizon's Policies.

7. Taxes

Carrier shall comply with the terms and conditions for Taxes set forth in Attachment C.

BILLING SERVICES AGREEMENT

SERVICE ATTACHMENT 9

FRAUD MANAGEMENT SERVICE

At the written request of Carrier, Verizon will provide Fraud Management Service ("FMS") subject to the terms and conditions set forth in this Service Attachment 9 and the Agreement. FMS is an optional service that transmits Carrier data from Verizon networks and billing systems to a designated fraud detection platform. This service is provided to the requesting Carrier(s) for all Billing Regions as defined in Attachment B, Section 4 of the Agreement.

FMS transmissions will be provided on a mutually agreed upon basis for the following telecommunications products: Direct Dialed 1+, Casual Dialed 101XXXX, Operator Assisted, Collect, Billed to Third, Calling Card, Standard Toll Free, and Personal Toll Free. Additional products may be added by following the Change Request process identified in the Agreement. The FMS will be provided pursuant to Section 16 of the Billing User Guide as amended.

The cost for this Service is \$12,500 per CIC and will be billed on a monthly basis. Implementation costs for additional CICs are available upon request.