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1. Carrier Termination Service Description
    - 1.1 CPTG will provide Carrier Termination Service (“Service”) pursuant to the terms and conditions of the Agreement and this Exhibit. Except as set forth in this Exhibit, capital terms shall have the definitions assigned to them in the agreement.
    - 1.2 Service is a wholesale product available for resale in which CPTG, or its underlying carrier, terminates Customer’s voice traffic to (a) U.S., (b) extended U.S. locations (domestic and extended-U.S. locations shall be defined herein collectively as “Domestic”). Customer’s voice traffic, including without limitation, facsimile transmissions, delivered to CPTG over a carrier dedicated access line (“Carrier DAL”). “Carrier DAL” means a dedicated circuit that is connected to a switching platform and the ability to aggregate traffic from, or deliver traffic to, multiple end-users.
  2. Rates
    - 2.1 Call Jurisdiction - CPTG will use the terminating information in the call stream data (e.g. dialed number and terminating ANI) to determine the Local Access and Transport Area (“LATA”) and state (“Termination Information”). CPTG will also identify the operating company number (OCN) of the terminating carrier. If the originating information (e.g., calling party number and originating ANI) is available (“Origination Information”) CPTG will use that data and the Termination Information to determine jurisdiction (interstate and intrastate) and will assign each call the applicable rate from the rate exhibit (which may be delivered to customer separately from, and in a different form than, the Agreement, or the amendment thereto, of which it is a part). If the rate exhibit lacks a rate for the appropriate LATA/OCN combination for the call, CPTG shall assign the applicable interstate or intrastate “Default Rate” as stated in the rate exhibit. Domestic originating interstate rates are per LATA per OCN. Domestic originating intrastate rates are per state per LATA per OCN.
    - 2.2 Unavailable Origination Information - If the Origination Information is not available, CPTG (or its underlying carrier) may consider the call of “Indeterminate Jurisdiction” and will use the PIU Certification (defined in Section 3.2) to rate calls terminating in each LATA up to the Indeterminate Jurisdiction Threshold which may be calculated (“Indeterminate Jurisdiction Threshold”). The Indeterminate Jurisdiction Threshold shall be the maximum percentage of Service usage by LATA, which may be delivered to CPTG as Indeterminate Jurisdiction and billed according the PIU Certification for that LATA. All indeterminate Jurisdiction calls in a given LATA exceeding the Indeterminate Jurisdiction Threshold will be billed Intrastate rates.
    - 2.3 Increments - Rates in Exhibit Carrier Termination are for full minutes and are billed in six-second increments. CPTG may charge each short duration call (i.e. a call under 6 seconds in length), an additional \$0.01 surcharge per call. All rates, rate-classification criteria and charges are subject to change upon thirty calendar days notice to customer.
    - 2.4 Directory Assistance (DA) – DA calls are billed on a per call basis as outlined in the Exhibit Ancillary.
    - 2.5 International Rates – If Customer requests international rates, CPTG will prepare a new exhibit which will govern the terms of service, including payment terms, for Customer.
    - 2.6 Rate Adjustments – In the event of Regulatory Activity and notwithstanding any other provision herein to the contrary, CPTG may, upon prior written notice when reasonable practicable, modify, change or add to: (a) the rates, (b) the Service, and/or (c) other terms and conditions contained in the Agreement, including without limitation, surcharges and other charges, to reflect the impact of, or to effect, such Regulatory Activity.
    - 2.7 Bulk Standard Rounding – CPTG invoice in accordance with the practices of its underlying carrier which (a) invoices for Service to the full cent level, however, tracks call charges to the fourth decimal place, and (b) uses “Bulk Standard Rounding” to convert from the fourth decimal place to full cents. Bulk Standard Rounding rounds (a) up the amount billed for a call to the 2<sup>nd</sup> decimal place, if the third and fourth decimal places of a call charge are equal to, or exceed, \$0.0050 and (b) down the amount billed for a call to the 2<sup>nd</sup> decimal place, if the third and fourth decimal places of a call charge are less than \$0.0050. The difference between the billed
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charge and the actual call charge, negative or positive, (“Difference”) is applied to the next call, and such call’s actual charges plus the Difference are Bulk Standard Rounded in the same manner to determine the billed charge for such call. The process repeats for all calls.

### 3.0 Customer Obligations

3.1 Origination Information – Customer shall not suppress, alter or otherwise manipulate call detail to delete, obscure or change the Origination Information of any traffic delivered to CPTG. Customer shall not permit End Users to suppress, alter or otherwise manipulate call detail to delete, obscure or change the Origination Information of any traffic delivered to CPTG except when consistent with industry standards for Caller Identification.

3.2 PIU Certification - Prior to, or simultaneously with, the effective date of this Exhibit, Customer shall provide CPTG with a percentage of interstate usage of Service on a LATA by LATA basis. A PIU Certification shall become effective in the next full Billing Cycle after CPTG receives it. Prior to such Billing Cycle, CPTG will charge for Service according to any earlier filed PIU Certification and this Exhibit, or, in the absence of such a PIU Certification, at intrastate rates. Customer shall review its PIU Certification annually and shall update the PIU Certification as frequently as necessary to ensure that it at all times accurately reflects the nature of Customer’s traffic delivered to CPTG for termination hereunder. Filing and maintaining an accurate PIU Certification with CPTG is a material obligation of customer.

3.3 Information Supporting PIU – CPTG, or its underlying carrier, may require Customer to provide, upon notice, information relating to or supporting the PIU Certification (“PIU Notice”). Among other things, CPTG may request from Customer (a) a written description of Customer’s methodology for calculating the PIU Certification, and/or (b) data supporting the PIU Certification or relating to Customer’s terminated calls (e.g. call detail records, showing called number, call duration, the trunk group number(s) or access line number(s) over which the call is routed, and the point at which the call enters Customer’s network). CPTG may also determine an audit is necessary. In that event, Customer and CPTG shall mutually agree upon an independent 3<sup>rd</sup> party to perform the audit. Except as set forth below, CPTG shall pay the cost of the 3<sup>rd</sup>-party auditor, but, each Party shall alone bear its respective audit-related costs. Customer shall pay for all 3<sup>rd</sup> party auditor costs if the audit reveals that: (i) the PIU Certification was inaccurate, resulting in CPTG’s under-billing Customer for PIU Certification affected Service by at least five percent (5%) in the aggregate during the audited period; (ii) Customer did not provide CPTG or the auditor with all reasonably requested information, or (iii) customer inappropriately handled, modified, or manipulated call-detail or other related information. The Parties shall commence any audit within thirty calendar days of CPTG’s request for one and the audit results shall be final and binding upon the Parties and enforceable in any court of competent jurisdiction, except they shall be subject to dispute resolution provisions of the Agreement. Customer shall pay CPTG any amounts back-billed by CPTG based upon the audit results, and CPTG shall credit Customer if the audit results state overpayment by Customer. CPTG may also back-bill Customer based on its review of other information requested under this section.

3.4 If Customer does not comply with Customer’s obligations as set forth in this Section 3, CPTG may, in addition to the remedies specifies above, (a) bill all Indeterminate Jurisdiction calls at the Intrastate rates as outlined notwithstanding any then filed PIU Certification or the Indeterminate Jurisdiction threshold, and/or (b) terminate this Exhibit or the Agreement in its entirety, in addition to pursuing any and all other remedies that CPTG may have under the Agreement, at law or in equity.

4.0 Indemnification - Without limiting the Agreement, Customer shall indemnify, defend and hold harmless CPTG (and its underlying carrier) is Affiliates, and their respective directors, officers, employees, agents, subsidiaries, affiliates, designees and assignees (“CPTG Indemnities”) from and against any third- party claims, demands, actions, losses, damages, assessments, fines, penalties, charges, liabilities, costs or expenses, including reasonable attorney fees arising from (a) Customer’s failure to provide accurate Origination Information or PUI Certifications; or, (b) Customer’s failure to comply with the terms of this Exhibit.

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6. Meeting Points: Customer is responsible for all access and related costs of dedicated facilities to connect to CPTG's underlying carrier's nearest POP site available at the time of Customer's request, subject to capacity availability at that site.
  7. Minimum Facility Usage Requirement – Following the first three calendar months after connection of a circuit under this Exhibit, if customer fails to use 100,000 minutes per DS-1, or its equivalent, on such circuit for Service and 8XX Toll Free Origination Service in any Billing Cycle (“Minimum Facility Usage Requirement”), CPTG may, within six months following such failure: (a) disconnect such circuit(s) providing Service upon thirty calendar days prior written notice, or (b) charge an underutilization fee of \$1,000 per DS-1, or its equivalent, for such Billing Cycle. Customer's failure to meet the Minimum Facility Usage Requirement is not curable and is not subject to any cure provision set forth in the Agreement.