777 Summer Street
Suite 502
Stamford, CT 06901
Tele: 203-653-2762
Fax: 203-653-2767

Dear Subscriber:

In the following pages you will find a 17-page document consisting of an agreement and attachments that need to be signed and returned to us in order to subscribe to the Wireless Ported Numbers file.

1. Iconectiv Wireless Agreement (required by the custodian of the data)
   a. Complete name and address on page 1
   b. Sign on page 12
   c. Sign on page 16 (Agency letter authorizing IMS to act on your behalf)
   d. Registration contact information (last page)
      i. Complete name and address information
      ii. Check the appropriate box at the bottom of the page (normally to avoid engaging in TCPA..)

 Please allow up to 2 days for the processing of your order.

If you have questions or concerns about these documents, please email us at solutions@ims-dm.com, call 203-653-2762 or go to http://ims-dm.com/techsupport.php

Thank You,

Frank Rigano

iconectiv®

WIRELESS DO NOT CALL SERVICE AGREEMENT

Contract Number:_____

This Wireless Do Not Call ("WDNC") Service Agreement (**"Agreement"**) is entered into this _____ day of _____, 20_____ (the **"Effective Date"**) by and between Telcordia Technologies, Inc. dba iconectiv, a Delaware corporation with a principal place of business at 100 Somerset Corporate Center, Bridgewater, NJ 08807 USA, ("**iconectiv"**) and

_____
(**"Customer"**), with a principal place of business at
_____
(individually a **"Party"** and collectively the **"Parties"**).

RECITALS

WHEREAS, iconectiv has executed master agreements with the North American Portability Management LLC (the **"NAPM"**) to operate the Number Portability Administration Center (the "**NPAC"**) and serve as the Local Number Portability Administrator (the **"LNPA"**) in the seven regions covering the former Regional Bell Operating Companies United States Service Areas (the **"Master Agreements"**); and

WHEREAS, as the LNPA, iconectiv maintains in the NPAC, certain data associated with ported telephone numbers (**"TNs"**) (the **"User Data"**) and is required, with certain elements of User Data, to provide and administer an intermodal ported telephone identification service which shall be referred to as the "Wireless Do Not Call Service" or "WDNC," (the **"Service"**) to Customer in accordance with the terms of this Agreement.

WHEREAS, The United States Federal Communications Commission (the **"FCC"**) has, by order implementing the Telephone Consumer Protection Act of 1991 (the **"TCPA"**), adopted rules, including those set forth in 47 C.F.R. Sec. 64.1200, (together with the TCPA, the **"TCPA Rules"**), prohibiting the initiation of telephone calls (other than a call made for emergency purposes or made with the prior express consent of the called party) using automatic telephone dialing systems or an artificial or prerecorded voice to telephone numbers assigned to a paging service, cellular telephone service, specialized mobile radio service, or other radio common carrier service, or any service for which the called party is charged for the call (referred to herein as **"TCPA Prohibited Conduct"**).

WHEREAS, Customer desires to receive certain elements of the User Data specified in this Agreement from iconectiv as the NPAC Administrator for the sole purposes of either:

(i)   avoiding engaging in TCPA Prohibited Conduct by verifying whether TNs are assigned to a paging service, cellular telephone service, specialized mobile radio service, or other radio common carrier service, or any service for which the called party is charged for the call; or

(ii)   allowing Customer to disclose, sell, assign, lease or otherwise provide such data to a third party that itself qualifies to receive the data (as further defined below) for the sole purpose of avoiding engaging in TCPA Prohibited Conduct by verifying whether TNs are assigned to a paging service, cellular telephone service, specialized mobile radio service, or other radio common carrier service, or any service for which the called party is charged for the call.

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WHEREAS, Customer wishes to receive Services for access to certain elements of the User Data for use in lawful purposes within the permitted uses set forth in this Agreement; and

WHEREAS, iconectiv is willing to provide Services to Customer in accordance with the terms of this Agreement;

NOW THEREFORE, for and in consideration of the premises and mutual promises and covenants contains herein, it is hereby agreed as follows:

1. **DEFINITIONS.** Capitalized terms and phrases used in this Agreement shall have the meanings set forth herein. Capitalized terms that are not defined herein shall be interpreted in the context in which they are used in this Agreement and shall have such meaning solely for purposes of this Agreement.

2. **Term.** This Agreement shall commence on Effective Date and shall continue for the period set forth in Attachment 1 (Pricing) thereafter (the "Term"), unless otherwise earlier terminated in accordance with this Agreement, but the Service shall not commence until the "Service Go-Live Date". The "**Service Go-Live Date"** shall mean the date on which iconectiv commences the Service as notified by iconectiv. In order to receive the Service after the expiration of the Term, Customer shall apply for and execute a new Wireless Do Not Call Service Agreement.

3. **COMPENSATION AND PAYMENT TERMS**

3.1 **Compensation.** The charges for the Services shall be as set forth on Attachment 1 (Pricing) attached hereto.

3.2 **Obligation to Pay for Services.** Customer agrees to pay iconectiv the amounts set forth on Attachment 1 (Pricing) and shall pay for Services according to the method specified on the invoice. All invoices shall be due and payable no later than thirty (30) days from the date of the invoice. If Customer fails to pay amounts due, including taxes, duties or levies, Customer shall pay all reasonable expenses incurred by iconectiv, including reasonable attorney's fees, to collect such amounts due.

3.3 **Late Payments.** Overdue payments are subject to a late payment charge, calculated and compounded monthly, and calculated at a rate of either (1) two per cent (2%) per annum over the prime rate available in New York City, as published in *The Wall Street Journal* on the first Monday (or the next bank business day) following the payment due date; or (2) One and one half percent per month (1.5%), whichever shall be higher. If the amount of the late payment charge exceeds the maximum permitted by law, the charge will be reduced to that maximum amount.

3.4 **Taxes.** Unless specifically set forth in an invoice, all charges to Customer are calculated exclusive of any applicable taxes. Customer shall pay or reimburse iconectiv for all sales or use taxes, duties, or levies imposed by any authority, government or government agency (other than those levied on the net income of iconectiv) in connection with this Agreement. If iconectiv is required to collect a tax to be paid by Customer, Customer shall pay this tax on demand.

4. **SERVICES.**

4.1. **Description.** iconectiv shall provide the Service to Customer, which shall consist of iconectiv making available, four (4) files consisting of lists of intermodal ports of TNs since November 24, 2003, segregated between wireline to wireless ports and wireless to wireline ports (**"Intermodal Ports"**) for each of the of the seven (7) US regions of the NPAC. The data elements of such Intermodal Ports shall consist exclusively of TNs, and no other User Data elements. iconectiv shall update the files not more frequently than on a daily basis. iconectiv shall provide the Service on a password secure Web/FTP site for downloading by Customer. Customer may not under any circumstance have direct or indirect access or connectivity to the NPAC or any other User Data elements not expressly set forth herein.

4.2. **Conditions.** Customer acknowledges and agrees that any rights it may have under this Agreement are subject to, among other provisions, and without limitation, iconectiv's ability to

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continue providing Intermodal Ports as part of the Service, as set forth in Section 13.4 (Authority Suspension and/or Termination). Customer further acknowledges that any rights it may have hereunder are subject to and conditioned upon, among other provisions, and without limitation, on Customer's representations and warranties under Section 10.1 (Customer) and strict adherence to Customer's obligations with respect to permitted uses under Article 6 (Permitted Uses), the restrictions set forth in Article 7 (Restrictions), the qualification requirements under Article 5 (Qualification), and payment under Article 3 (Compensation). Moreover, Customer acknowledges and agrees that its receipt and use of the Intermodal Ports as part of the Service hereunder is subject to, and conditioned upon, among other provisions, and without limitation, the express disclaimers concerning the sufficiency and adequacy of the Service in complying with the TCPA, as set forth in Section 10.2 (Disclaimers).

5. QUALIFICATION

5.1. Application. In order to qualify as a Customer, an applicant is first required to complete an application in which the applicant identifies the data it is requesting, the intended use of the Intermodal Ports to be received through the Service, if such Customer is applying to be a Direct Customer, Reseller Customer or Second Tier Customer as those terms are defined in Section 5.2 (Types of Customer) below, and, if applicable, all Second Tier Customers to whom applicant intends to disclose, sell, assign, lease or otherwise provide the requested data. An applicant may execute a WDNC Service Agreement only if iconectiv determines, based upon a good-faith, reasonable interpretation of the information provided by such applicant, that the applicant qualifies as a "Customer" under a WDNC Service Agreement and such applicant is otherwise not already a Second Tier Customer and no Second Tier Customer identified in its application is already itself a direct "Customer" under a WDNC Service Agreement. If iconectiv cannot confirm whether an applicant qualifies as a "Customer" for purposes of a WDNC Service Agreement, iconectiv may refer such application to the NAPM for its decision before entering into a WDNC Service Agreement with such applicant, which decision shall be binding. The application will be made a part of this WDNC Service Agreement and attached as Attachment 2 (Application) hereto.

5.2. Types of "Customer". A "Customer" is an entity that has executed a WDNC Service Agreement and may be a Direct Customer, a Reseller Customer, or a Second Tier Customer as defined below. A "Customer" does not include any affiliates of such entity. Any affiliate of a Customer that desires access to the Service must qualify as a Customer in accordance with this Article 5 (Qualification) and execute its own WDNC Service Agreement.

(a) **"Direct Customer"** is a Customer who uses the files containing the Intermodal Ports for itself to avoid engaging in TCPA Prohibited Conduct.

(b) **"Reseller Customer"** is a Customer that discloses, sells, assigns, leases or otherwise provides Intermodal Ports, or any part thereof in accordance with Section 6.2 below (Limited Resale Rights), to a third party that itself qualifies to receive the data (a Second Tier Customer as defined below) so that such third party can itself avoid engaging in TCPA Prohibited Conduct.

       i. **Databases.** If a Customer (a) aggregates data from the Service into a single Database, and (b) allows multiple entities to access data from the Service in such a Database, then such Customer is a Reseller Customer, and those receiving such data from such Reseller Customer are Second Tier Customers as defined in subsection (c) below. A "Database" means a single aggregation of data records or files containing the Intermodal Ports that make up the Service provided under this Agreement.

(c) **"Second Tier Customer"** is a Customer that receives Intermodal Ports, or any part thereof, from a Reseller Customer, so that the Second Tier Customer can itself avoid engaging in

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TCPA Prohibited Conduct. A Second Tier Customer is also referred to as a "subaccount" of a Reseller Customer.

5.3.   WDNC Agreements. Each type of Customer defined in Section 5.2 (Types of Customer) must sign a WDNC Service Agreement with iconectiv. In addition, Reseller Customer's must also sign an agreement with their Second Tier Customers. Should a Second Tier Customer wish to have a Reseller Customer execute the WDNC Service Agreement with iconectiv on its behalf, the Second Tier Customer must provide iconectiv with a letter of agency in the form attached as Attachment 3 (Letter of Agency) hereto, signed by the Second Tier Customer, expressly authorizing the Reseller Customer to sign the WDNC Service Agreement with iconectiv on its behalf and appointing the Reseller Customer as an authorized representative of Second Tier Customer.

5.4.   Continued Qualification Process. Upon the anniversary date of the commencement of the Service, Customer shall certify to iconectiv the following: (a) that it is in full compliance with the terms and conditions of this Agreement, (b) that it intends in the upcoming year to continue to comply with the terms and conditions of this Agreement, and (c) if it is providing Intermodal Ports to Second Tier Customers, (1) that all such Second Tier Customers have agreed to use the Intermodal Ports only to avoid engaging in TCPA Prohibited Conduct by verifying whether TNs are assigned to a paging service, cellular telephone service, specialized mobile radio service, or other radio common carrier service, or any service for which the called party is charged for the call, and (2) either that the identity of those Second Tier Customers has not changed since the later of the original execution of this Agreement or the last preceding certification, or listing the additions and deletions to that list of Second Tier Customers.

5.5.   Process. iconectiv may establish any reasonable application process under Section 5.1 (Application) or continued qualification process under Section 5.4 (Continued Qualification Process), including without limitation an online process.

6.   PERMITTED USE

6.1.   Customer Use. Subject to the restrictions set forth in Article 7 (Restrictions) and the qualifications under Article 5 (Qualification), Customer may, in addition to the rights under Section 6.2 (Limited Resale), use the Service and the provided Intermodal Ports for the sole purposes of avoiding TCPA Prohibited Conduct by verifying whether TNs are assigned to a paging service, cellular telephone service, specialized mobile radio service, or other radio common carrier service, or any service for which the called party is charged for the call

6.2.   Limited Resale. Customer may disclose, sell, assign, lease or otherwise provide to a third party (a **"Limited Resale Right"**) the Intermodal Ports, as set forth in Article 4 (Services), to permit such third party itself to avoid engaging in TCPA Prohibited Conduct by verifying whether TNs are assigned to a paging service, cellular telephone service, specialized mobile radio service, or other radio common carrier service, or any service for which the called party is charged for the call; provided, however, that such third party (defined above as a **"Second Tier Customer"**) itself qualifies as a "Customer" and has executed a WDNC Service Agreement with iconectiv. Customer may not exercise this Limited Resale Right and provide the Intermodal Ports or any data related thereto to any other party unless and until: (a) the Customer has registered with iconectiv as a Reseller Customer; (b) such other party has had its application approved and has executed (or has authorized execution on its behalf pursuant to Section 5.3 above) a WDNC Service Agreement with iconectiv as a Second Tier Customer; (c) the Reseller Customer has executed written agreements directly with all its Second Tier Customers further requiring compliance with the terms and conditions of the WDNC Service Agreement; (d) the Reseller Customer has identified the other party as one of its Second Tier Customers; and (e) Reseller Customer has paid fees to iconectiv in accordance with Attachment 1 attached hereto. In no event may a Second Tier Customer exercise, or a Customer allow a Second Tier Customer to exercise, the Limited Resale Right of this Section 6.2.

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6.3.   Audit Rights. During the term of the Agreement and for one (1) year thereafter, and not more than two times in any calendar year, iconectiv may upon ten (10) calendar days' prior written notice to Customer, itself perform or cause a reputable third party auditor to audit, at the expense of iconectiv, Customer's access, receipt, use and disclosure of the Service and/or Intermodal Ports for the sole purpose of confirming compliance with the terms and conditions of the Agreement, including Attachment 1 (Pricing). As part of any such audit, Customer shall, subject to reasonable security, confidentiality restrictions, and mutually acceptable scheduling requirements, provide to iconectiv and its designees prompt and reasonable access to: (a) such books, records, supporting documentation, and systems specifically relating to Customer's access, receipt, use and disclosure of the Service and/or Intermodal Ports, and (b) relevant Customer's staff. To the extent iconectiv discovers any violations of the terms of this Agreement, iconectiv may suspend or terminate the Service at iconectiv's sole discretion. In addition, if it is discovered that additional fees are due to iconectiv per the terms of this Agreement, Customer must pay such fees on demand and compensate iconectiv for the cost of such audit.

7. RESTRICTIONS

7.1.   Confidentiality & Ownership. The Intermodal Ports, and any information provided from the NPAC or as part of the Service, shall remain the Confidential Information and exclusive property of its respective owners.

7.2.   Prohibited Actions. Customer is absolutely prohibited, subject to damages and injunctive relief, from (a) disclosing, selling, assigning, leasing or otherwise providing to any third party, except as expressly set forth in Section 6.2 (Limited Resale), the Intermodal Ports, including to a local service management system or other third party or public database, or (b) commercially exploiting the Intermodal Ports in any way, including by way of example and not limitation, for resale or marketing purposes.

7.3.   Compliance with Laws. Customer shall comply with all applicable laws, orders and regulations applicable to this Agreement, including those applicable to iconectiv, the NPAC, and the Intermodal Ports.

8. CONFIDENTIALITY.

8.1.   Confidential Information. Customer acknowledges that as part of the Service it is receiving or otherwise has access to confidential or proprietary information (**"Confidential Information"**) of iconectiv or third parties. Confidential Information shall mean all information, disclosed in any form, which (a) is non-public information concerning business, technical, financial or any other nature concerning iconectiv, customers or suppliers of iconectiv or any third party; (b) Customer knows or might reasonably expect is regarded by iconectiv or a third party as Confidential Information; (c) is designated as confidential, restricted, proprietary, or with similar designation; (d) concerns any of the terms or conditions or other facts with respect to this Agreement; and (e) the Service and any data provided by iconectiv from the NPAC, including the Intermodal Ports.

8.2.   Exclusions. Confidential Information excludes any information that can be demonstrated (a) was previously known to the recipient free of any obligation to keep confidential and free of any restriction on use and disclosure; (b) is received from third persons without restrictions on use and disclosure and without breach of any agreement with the owner; (c) is disclosed to third persons by the owner without restrictions on use and disclosure; (d) is independently developed by or for the recipient without reference to Confidential Information of the disclosing party (e) is approved for release by written authorization of the owner; or (f) was required to be disclosed to satisfy a legal requirement of a competent government body. The prohibitions set forth in Section 7.2 with respect to the Intermodal Ports or other data, if any, obtained through the Service and Customer's obligations regarding the use to such Intermodal Ports shall continue to apply to Customer whether or not such information is excluded from being Confidential Information pursuant to this Section 8.2.

8.3. Disclosure. Confidential Information shall remain the property of its owner. Customer shall use at least the same degree of care, but in any event no less than a reasonable degree of care, to prevent unauthorized disclosure of Confidential Information as it employs to avoid unauthorized disclosure of its own Confidential Information of a similar nature. In the event of any disclosure or loss of, or inability to account for, any Confidential Information, Customer shall promptly, and at its own expense notify iconectiv in writing, and take such actions as may be necessary and cooperate in all reasonable respects to minimize the violation and any damage resulting therefrom. If Customer receives a request to disclose Confidential Information, it shall immediately upon receiving such request, and to the extent that it may legally do so, advise iconectiv promptly and prior to making such disclosure in order that iconectiv, the NAPM, or the third party owner of such Confidential Information may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

8.4. Reports. Customer hereby acknowledges that iconectiv is required to report to the NAPM the identity of Direct Customer, Reseller Customers and Second Tier Customers, and the Customer expressly agrees to such disclosure without limitations as a condition to this Agreement and fully acknowledges that there shall be no duty on the NAPM or its Members to keep such identity confidential. In addition, Reseller Customer shall provide iconectiv with a quarterly report of all Second Tier Customers that it provides Intermodal Ports.

9. INTELLECTUAL PROPERTY. Except as otherwise expressly set forth in this Agreement, no direct or indirect ownership interest or license rights or other intellectual property rights in or to any iconectiv software, patents, Intermodal Ports, User Data and any information provided from the NPAC or as part of the Service are granted or created by implication in this Agreement.

10. REPRESENTATIONS, WARRANTIES & DISCLAIMERS.

10.1. Customer. In addition to other representations and warranties set forth in this Agreement, Customer expressly represents, certifies and warrants that:

(a)   it has submitted a complete, accurate and truthful application to iconectiv for qualifying as a "Customer" under this Agreement;

(b)   its access to the Service and its use of the Intermodal Ports, User Data and any information provided from the NPAC or as part of the Service will comply with all applicable laws, orders and regulations, including those applicable to the NPAC, and including those applicable to Intermodal Ports and User Data;

(c)   it intends to, and will, receive the Intermodal Ports for the sole purposes of either:

1. avoiding engaging in TCPA Prohibited Conduct by verifying whether TNs are assigned to a paging service, cellular telephone service, specialized mobile radio service, or other radio common carrier service, or any service for which the called party is charged for the call; or

2. disclosing, selling, assigning, leasing or otherwise providing the Intermodal Ports to a third party that itself qualifies as a "Customer" under a WDNC Service Agreement for the sole purpose of avoiding TCPA Prohibited Conduct by verifying whether TNs are assigned to a paging service, cellular telephone service, specialized mobile radio service, or other radio common carrier service, or any service for which the called party is charged for the call;

(d)   it will only exercise the Limited Resale Right under Section 6.2 with respect to Second Tier Customers who have themselves executed WDNC Service Agreement with iconectiv, and with whom Customer has entered into written agreements which contain terms and conditions further requiring compliance with the terms and conditions of the WDNC Service Agreement, copies of which shall be provided to iconectiv upon iconectiv's request;

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10.2. Disclaimers.

(a) EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, ALL SERVICES PROVIDED HEREUNDER, INCLUDING THE INTERMODAL PORTS AND ANY OTHER INFORMATION OR DATA FROM THE NPAC, ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND NEITHER ICONECTIV NOR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR ASSIGNS MAKE ANY REPRESENTATIONS OR WARRANTIES TO CUSTOMER OR TO ANY OTHER THIRD PARTY INCLUDING, WITHOUT LIMITATION, ITS OWN CUSTOMERS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BY WAY OF EXAMPLE AND NOT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT RELATING TO ANYTHING PROVIDED OR USED OR DESCRIBED HEREUNDER, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

(b) NEITHER ICONECTIV NOR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR ASSIGNS MAKE ANY REPRESENTATIONS OR WARRANTIES TO CUSTOMER OR TO ANY OTHER THIRD PARTY WITH RESPECT TO THE SUFFICIENCY OR ADEQUACY OF THE INTERMODAL PORTS, OR ANY OTHER INFORMATION OR DATA PROVIDED TO CUSTOMER, WHETHER OR NOT PART OF THE SERVICE, IN COMPLYING WITH THE TCPA, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

11. LIABILITY.

11.1. Disclaimer of Indirect Damages. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL ICONECTIV, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR ASSIGNS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES, INCLUDING, BY WAY OF EXAMPLE AND NOT LIMITATION, CLAIMS OF LOSS OF BUSINESS, PROFITS, USE, DATA, OR OTHER ECONOMIC ADVANTAGE, AND ANY FINES OR OTHER LOSSES IMPOSED BY ANY GOVERNMENTAL AUTHORITY, WHETHER STATE OR FEDERAL, INCLUDING WITHOUT LIMITATION THE U.S. FEDERAL COMMUNICATIONS COMMISSION, FOR FAILURE TO COMPLY WITH ANY LAW, RULE, ORDER OR REGULATION CONCERNING THE TCPA OR THE TCPA RULES, WHETHER BY STATUTE, IN TORT, OR IN CONTRACT, INCURRED BY CUSTOMER, INCLUDING SUCH CUSTOMER'S OWN CUSTOMERS (E.G., SECOND TIER CUSTOMERS), EVEN IF ICONECTIV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2. Direct Damages. ICONECTIV'S AGGREGATE LIABILITY HEREUNDER SHALL BE LIMITED TO THE LESSER OF (i) ACTUAL DIRECT DAMAGES, OR (ii) THE AMOUNTS ACTUALLY PAID TO ICONECTIV BY CUSTOMER UNDER THIS AGREEMENT IN THE SIX (6) MONTHS PRIOR TO THE DATE OF THE EVENT GIVING RISE TO THE CLAIM AND THE LIABILITY OCCURS.

11.3. Liquidated Damages. In the event that Customer commits a material breach of any obligation under the Agreement, Customer shall pay to iconectiv as liquidated damages an amount equal to five (5) times the fees applicable for the then current one (1) year subscription fee for each instance of a violation of the Agreement.

11.4. Force Majeure. Neither Party shall be liable for any loss or damage, delay or failure in performance due to events outside the defaulting Party's reasonable control, including acts of God, strikes, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or acts or omissions

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of government, compliance with any statutory obligation or executive order, industrial disputes of any kind (whether or not involving either Party's employees), fire, lightning, explosion, flood, weather of exceptional severity, or any similar act or omission beyond the reasonable control of any Party (a **"Force Majeure Event"**). Upon the occurrence of a Force Majeure Event and to the extent such occurrence interferes with a Party's performance under this Agreement, the obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay, provided that such Party uses all reasonable commercial efforts to avoid or remove such causes of nonperformance.

11.5.   NONLIABILITY OF NAPM AND USERS Customer agrees and expressly acknowledges that the rights of termination under the Master Agreements between iconectiv and the NAPM are absolute exclusions from liability with respect to the NAPM and the exclusion from liability with respect to "Users" and "End-Users" for any amounts that would have otherwise been due and payable by Customer under the terms and conditions of this Agreement or as a result of the provision of the Service upon the termination of the provision the Service (the **"Unpaid Charges"**) without an explicit rule, regulation, order, opinion or decision of the FCC or any other regulatory body having jurisdiction or delegated authority with respect to the subject matter of the Master Agreements directing the responsibility and liability for payment of those Unpaid Charges by Users and Non-Users. The term "User(s)" shall mean user(s) of the Service, and the term "End-Users" shall mean customers, if any, of the Customer.

12. INDEMNIFICATION

12.1. Obligations. Customer shall indemnify, defend and hold harmless iconectiv, its affiliates and their respective officers, directors, employees, shareholders, and members from and against any losses, claims, penalties, fines, judgments, damages, forfeitures, liabilities or expenses (including reasonable attorney's fees, expert witness fees, expenses and costs of settlement) (collectively, **"Losses"**) or threatened Losses arising out of, relating to, incurred in connection with, or based upon: (a) any breach by Customer of its obligations, warranties and representations set forth in this Agreement.

12.2. Procedure. Upon receiving notice of any third party claim covered by the indemnity obligations set forth in this Article, iconectiv shall promptly notify Customer. The right of indemnification hereunder shall not be adversely affected by a failure to give such notice, unless and only to the extent that the Customer is materially prejudiced thereby. Customer may assume control of the defense of any such claim; however, iconectiv may, at its own cost and expense, participate through its attorneys or otherwise, in such investigation, trial and defense of such claim and any appeal arising therefrom. Customer shall not settle any such claim without iconectiv's prior written consent, which consent shall not be unreasonably withheld or delayed, unless such settlement is solely for monetary damages for which iconectiv is fully indemnified therefore under this Agreement. If Customer does not assume full control over the defense of a claim pursuant to this Section, then Customer may participate in such investigation, defense or trial, at its sole cost and expense, and iconectiv shall have the right to defend or settle such claim in such manner as it may deem appropriate, solely at the cost and expense of Customer.

13. TERMINATION

13.1. Termination for Breach. In the event that Customer commits a material breach of any obligation hereunder, iconectiv may, by giving written notice to Customer, immediately suspend or terminate this Agreement. For the purposes of this Section 13.1 (Termination), and by way of example and not limitation, the following shall be considered a material breach of an obligation under this Agreement:

(a)   any representation or warranty made by Customer which was or turns out to be incorrect in any respect;

(b) non-payment by Customer;

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(c)   failure by Customer to comply with its obligations under Article 6 (Permitted Uses) or the restrictions in Article 7 (Restrictions);

(d)   failure to successfully complete an audit by discovery of any violation(s) of the terms of this Agreement; and

(e)   failure by Customer to deliver an accurate certification to iconectiv by the required date in accordance with Article 5 (Qualification), or if iconectiv determines, by reason of the certification or otherwise, that Customer no longer qualifies as a "Customer".

The occurrence of an event set forth in subsection (a) or (e) above shall result in immediate termination of this Agreement without prior notice. With the occurrence of an event set forth in subsection (b), (c) or (d) above, iconectiv immediately may suspend this Agreement and the provision of Services, as it may determine in its discretion with notice to Customer, in lieu of immediate termination of this Agreement, and if such occurrences are not cured to the satisfaction of iconectiv by the 60th day from such notice, this Agreement shall be terminated immediately on the 61st day thereafter; provided, however, that upon suspension of this Agreement upon the occurrence of an event set forth in subsection (b) above, iconectiv shall not provide to Customer any Intermodal Ports or User Data during such suspension. iconectiv may pursue any legal remedies it may have under applicable law or principles of equity relating to such breach and subject to the terms of this Section.

13.2. Termination for Convenience. Customer or iconectiv may terminate this Agreement for its convenience, upon sixty (60) days prior written notice to the other. Upon such termination of this Agreement for convenience, iconectiv shall discontinue providing the Service on the 61st day after such notice, and iconectiv shall not be obligated to return to Customer any amounts paid prior to such termination with respect to amounts due during the remaining term of this Agreement

13.3. Insolvency. iconectiv may immediately terminate this Agreement if Customer (a) becomes or is declared insolvent or bankrupt; (b) is the subject of any proceeding related to its liquidation or insolvency (whether voluntarily or involuntarily) which is not dismissed within ninety (90) Days; or (c) makes an assignment for the benefit of creditors.

13.4.   Authority Suspension and/or Termination. Customer hereby acknowledges and agrees that any rights iconectiv may have to provide the Service, and any rights Customer may have to receive the Service, including the Intermodal Ports, under this Agreement are subject to continued authority to do so under iconectiv's Master Agreements with the NAPM, and any applicable laws, rules, orders and regulations. If such authority is revoked, terminated, or suspended, iconectiv may terminate or suspend this Agreement immediately and without prior notice and without liability, and iconectiv shall not be obligated to return to Customer any amounts of compensation paid with respect to the remaining term of this Agreement prior to such termination.

13.5.   Suspension or Termination upon Regulatory Event. Customer hereby acknowledges and agrees that this Agreement shall immediately be terminated, discontinued or suspended and iconectiv will cease providing the Service upon the issuance of any order or direction of the FCC, any other regulatory agency having jurisdiction over the NPAC or Service, or any court of competent jurisdiction, (a) determining that the Service is inconsistent with or in violation of applicable law or that the continued provision of the Service is contrary to or inconsistent with the duties or roles of iconectiv or the NAPM in any way, or (b) enjoining the provision of the Service, and that, following any such order, iconectiv shall not provide the Service unless or until such order is rescinded, overturned or modified to permit the provision of the Service by a final order of the relevant agency, court or a reviewing court. To the extent any final order is issued which rescinds, overturns or modifies any prior order, rule or regulation that prohibited the Service, Customer agrees that the Service will only be provided upon a new application for such Service and execution of a new Agreement for the relevant term.

13.6.   Effect. Upon termination or expiration of this Agreement, iconectiv will have no further obligation to provide the Service to Customer and Customer will have no further right to access the Service or use any data derived therefrom. Customer is not entitled to a refund of any unused portion of any payments made to iconectiv for the Service if this Agreement is terminated or suspended

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pursuant to the terms of Article 13 (Termination). Notwithstanding the termination or expiration of this Agreement, pursuant to Section 14.10, Customer agrees and acknowledges that its obligations and the restrictions with respect to Intermodal Ports and any data provided under this Agreement shall survive termination of this Agreement or the expiration of the Agreement.

14. GENERAL

14.1. Assignment. Customer may not assign or otherwise transfer in whole or in part any portion of its rights or obligations under this Agreement without iconectiv's prior written consent. Any assignment or transfer in violation of this Section shall be null and void, and have no effect.

14.2. Notices. Any notices, requests, demands, and determinations under this Agreement (other than routine operational communications), shall be in writing and shall be deemed duly given (a) when delivered by hand, (b) two (2) business days after being transmitted via an express, overnight courier with a reliable system for tracking delivery, delivery costs paid, (c) on the day an authorized employee of the receiving party accepts receipt in writing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, to the signatory for a Party at the address listed on the first page of this Agreement. A Party may from time to time change its address or designee for notice purposes by giving the other prior written notice of the new address or designee and the date upon which it will become effective.

14.3. Counterparts. This Agreement may be executed electronically in accordance with applicable law or in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

14.4. Relationship of Parties. The Parties are independent contractors, bound to each other only as provided for herein. Neither Party has the authority to bind, act on behalf of or represent the other. Except as expressly set forth in this Agreement, nothing in this Agreement creates a relationship of partnership, employer and employee, principal and agent, master and servant, or franchisor and franchisee.

14.5. Severability and Modification. In the event of a determination that a provision of this Agreement is invalid or unenforceable, it shall not invalidate or render unenforceable the entire Agreement. Instead this Agreement shall be construed as if it did not contain the invalid or unenforceable provision and the rights and obligations of the Parties shall be construed and enforced accordingly. If by rule, regulation, order, opinion or decision of the Federal Communications Commission or any other regulatory body having jurisdiction or delegated authority with respect to the subject matter of this Agreement, this Agreement is required to be rescinded or is declared ineffective or void in whole or in part, immediately upon such determination and without any requirement on any Party to appeal, protest or otherwise seek clarification of such determination, this Agreement shall be rescinded and of no further force or effect.

14.6. Consents and Approval. Except where expressly provided as being in the sole discretion of a Party, where agreement, approval, acceptance, consent, or similar action by either Party is required under this Agreement, such action shall not be unreasonably delayed, conditioned or withheld.

14.7. Publicity. Customer shall not identify, either expressly or by implication, iconectiv or use any of its trade names, trademarks, service marks, or other proprietary marks in any advertising, sales presentation, news releases, advertising, or other promotional or marketing materials without iconectiv's prior written consent.

14.8. Waiver of Default. The failure of either party at any time to enforce any of the provisions of this Agreement or any right under this Agreement, or to exercise any option provided, will in no way be construed to be a waiver of the provisions, rights, or options, or in any way to affect the validity of this Agreement. The failure of either party to exercise any rights or options under the terms or conditions of this Agreement shall not preclude or prejudice the exercising of the same or any other right under this Agreement.

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14.9. Cumulative Remedies. Except as otherwise expressly provided, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

14.10. Survival. The terms and conditions of this Agreement regarding restrictions and obligations of Customer with respect to Intermodal Ports and User Data in general, in addition to confidentiality, payment, warranties, liability and all others that by their sense and context are intended to survive the execution, delivery, performance, termination or expiration of this Agreement survive and continue in effect.

14.11. Third Party Beneficiaries. This Agreement shall not be deemed to create any rights in third parties, or to create any obligations of a Party to any such third parties, or to give any right to either Party to enforce this Agreement on behalf of a third party, except that the NAPM shall be considered a third party beneficiary. Accordingly, the NAPM expressly shall have the right to enforce the provisions of this Agreement regarding termination or suspension under Sections 13.1, 13.4 and 13.5 of this Agreement, without liability, and with respect to Customer's obligations and restrictions with respect to User Data, generally, and the Intermodal Ports, in particular.

14.12. Governing Law & Venue. This Agreement and performance under them shall be governed by and construed in accordance with the laws of the State of Delaware, excluding its choice of laws rules. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement can be brought against any Party only in: (1) the United States District Court for the District of Delaware, or (2) if it has or can acquire jurisdiction, in the United States District Court for the District of Columbia, and each Party consents to the jurisdiction and venue of such courts (and of the appropriate associated appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

14.13. Waiver of Jury Trial. To the extent applicable, the Parties each waive any right they may have to a trial by jury in any legal proceeding arising from or related to this Agreement.

14.14. Headings. The Section headings contained herein are for purposes of convenience only and shall not be seemed to constitute a part of this Agreement or to affect the meaning or interpretation of this Agreement in any way.

14.15.   Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter in this Agreement, and supersedes all prior agreements, whether written or oral, with respect to the subject matter contained therein. This Agreement may be modified only by a written instrument executed by both Parties.

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Each Party agrees that electronic or scanned signatures of the Parties to this Agreement are intended to authenticate this writing and to have the same force and effect as original signatures.

By checking the box below and typing my name I am certifying that: (a) I have read this Agreement, (b) I accept all terms and conditions set forth herein on behalf of my company as of the Effective Date, (c) I am duly authorized to execute this Agreement, and (d) my typed name below on the signature line represents my electronic signature.

☐ **(CUSTOMER)** _____   Telcordia Technologies, Inc. dba iconectiv
     confirmation of electronic signature   **confirmation of electronic signature**

CUSTOMER: **TELCORDIA TECHNOLOGIES, INC. dba iconectiv**

             By: _____   **By:** _____
                  (Signature)   *(Signature)*

Printed
Name: _____   **Printed**
                                     Name: _____

      Title: _____   **Title:** _____

      Date: _____   **Date:** _____

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ATTACHMENT 1 – PRICING

1. TERM

The Term of this Agreement shall commence on Effective Date and shall continue for a period of twelve (12) months from the Service Go-Live Date, unless otherwise earlier terminated in accordance with the Agreement. In order to receive the Service after the expiration of the Term, Customer shall apply for and execute a new Wireless Do Not Call Service Agreement.

2. FEES

Customer agrees to pay iconectiv the fees set forth in this Attachment 1 (the **"Fee"**). Payment in full of the Fee for the type of Customer listed below shall allow Customer to use the Service provided under the Agreement.

Customer Type	Fee*	Term
Direct, including:		
A. Customer who obtains the Service directly from iconectiv and uses it for Direct Customer's own purposes, including scrubbing a third party's list of TNs for Direct Customer's use	$1400	1 Year
Reseller **		
A. Customer who has a limited right to disclose, sell, assign or lease the Intermodal Ports, or any part thereof, that constitutes the Service received from iconectiv to Second Tier Customer	$1400 plus $900 for each Second Tier Customer	1 Year
B. Customer who obtains the Service from iconectiv and uses the Intermodal Port data to scrub a Second Tier Customer's list of TNs and returns the scrubbed list to the Second Tier Customer	$1400 plus $900 for each Second Tier Customer	1 Year
C. Customer who obtains the Service from iconectiv, provisions the data in a single database, and allows multiple Second Tier Customer to access that data	$1400 plus $900 for each Second Tier Customer	1 Year
Second Tier Customer		
A. Customer who receives the Service or the benefit of the Service from a Reseller, including the results of the scrubbing of Second Tier Customer's list of TNs, from the same Reseller	Second Tier Customer pays $0 to iconectiv but Reseller pays $900 on their behalf	1 Year

*Per database provisioned by the Customer
** If a Reseller utilizes the Service in more than one category, (e.g., A&B) then the Reseller pays the $1,400 fee only once and the second tier customer pays the $900 fee once.

3. CONVERSION OF SECOND TIER CUSTOMER TO DIRECT CUSTOMER

In the event a Reseller Customer's WNDC Service Agreement expires or is otherwise terminated, the Second Tier Customer serviced by that Reseller Customer may upon written notice to iconectiv elect one of the following with respect to the remaining Term of the Second Tier Customer:

i. Second Tier Customer may elect to become a subaccount of another Reseller Customer. However, the Second Tier Customer shall be liable to the Reseller Customer for any and all fees that the new Reseller Customer may require.

ii. Second Tier Customer may elect to become a Direct Customer. However, as a condition for becoming a Direct Customer, the Second Tier Customer shall pay to iconectiv the Direct Subscription Fee set forth above for the entire Term minus the amount of the Resale Subscription Fee that the Reseller Customer actually paid to iconectiv with respect to the Direct Customer (i.e., as a sub-account subscription) prior to converting to a Direct Customer.

4. CLARIFICATIONS

Wholly-Owned Subsidiaries

A Customer that is a holding company may scrub wireless telephone numbers from lists it receives from its affiliate without implicating a resale only if such affiliate is a wholly-owned subsidiary (100% owned) of Customer and the scrubbing does not otherwise entail a disclosure of the Intermodal Ports list. In such a circumstance, the Customer (e.g., the holding company) is deemed a Direct Customer, and not a Reseller Customer, and the affiliated subsidiary is not deemed a Second Tier Customer as defined in the Agreement.

ATTACHMENT 2

Registration Form

ATTACHMENT 3 – AGENCY LETTER

Customer represents and warrants that it has completed and submitted an application for access to the iconectiv WDNC Service and that iconectiv has made the determination that Customer qualifies to be a customer of the iconectiv WDNC Service. Customer further represents and warrants that it has read and understands the terms of the WDNC Service Agreement provided by iconectiv and agrees to be bound by the terms of such Agreement. For ease of administration, Customer desires to appoint Agent to execute the WDNC Service Agreement on its behalf and to represent it for purposes of the WDNC Service Agreement with iconectiv.

Customer hereby appoints Agent as its agent for the limited purposes of executing the WDNC Service Agreement with iconectiv on behalf of Customer and to represent it for purposes of the WDNC Service Agreement with iconectiv, and Agent hereby accepts such appointment as agent to Customer. This limited authorization set forth hereunder is revocable at any time upon written notification to iconectiv and Agent.

Each party represents it is duly authorized to execute this Letter of Agency on behalf of its company. By signing this document, the parties agree to be bound as expressly provided herein.

AUTHORIZED BY:

Customer Name: _____

By: _____
(signature)

Printed Name: _____
Title: _____
Email Address: _____
Phone: _____
Date: _____

ACCEPTED:

Agent (Reseller Company Name): _____

By: _____
(signature)

Printed Name: _____
Title: _____
Email Address: _____
Date: _____

iconectiv®

WDNC Registration Form for Second Tier Customers of Interactive Marketing Solutions

REGISTER FOR THE INTERMODAL PORTED TELEPHONE NUMBER IDENTIFICATION SERVICE

Fields marked with an asterisk (*) are required.

Tracking #

Company Information

Company Name *

Address 1 *

Address 2

City *

State/Province *

Zip Code *

Country

Contact Information

First Name *

Last Name *

Job Title

Phone Number *

Email Address *

Company URL

Intended Use *

Please select at least one of the boxes below that best describes your company's Intended Use of the Intermodal Ported TN data. If you select "Other", please describe.

To avoid from engaging in TCPA Prohibited Conduct by verifying whether TNs are assigned to a paging service, cellular telephone service, specialized mobile radio service, or other radio common carrier service, or any service for which the called party is charged for the call.

Other

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