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WHOLESALE MASTER SERVICES AGREEMENT

This Master Services Agreement and any additional Schedules or Exhibits (each, an "Exhibit") (all of which are incorporated herein by reference, collectively the **"Agreement"**) is entered into as of the Effective Date between **Hadlo Technologies, LLC,** a Tennessee limited liability company ("HTL"), which may provision and bill the Services to the party identified in the Customer Information section of the Signature Page ("Customer"). Customer and HTL shall individually be referred to as "Party" and collectively as the "Parties".

SERVICES AND TERM

1.1 Services

Subject to the terms of this Agreement, HTL shall use commercially reasonable efforts to provide to Customer, and Customer shall accept and pay for, the following wholesale voice services as requested by Customer in a Service Order, subject to acceptance by HTL (each a "Service"): (a) the termination of telecommunication minutes from Customer to HTL ("Termination"); (b) the delivery to Customer of inbound calls placed to Numbers ("Origination"); (c) toll-free Termination and toll-free Origination ("Toll-Free Services"); and (d) telephone numbers ("DIDs" or "TNs"). Service-specific terms are set forth in Exhibit A. Service is subject to on-going availability and HTL may choose at any time to discontinue offering a Service on thirty (30) days' notice to Customer on a going-forward basis.

1.2 Term

The term of this Agreement shall begin on the Effective Date and shall continue month to month, in successive thirty (30) day periods, until canceled by either Party upon thirty (30) days written notice to the other Party, unless earlier terminated as provided in this Agreement. All such periods are collectively referred to as the "Term". Cancellation of this Agreement does not end the Number Minimum Term under Exhibit A or any commitment stated in a Service Order, and this Agreement continues to govern any Service that HTL provides after cancellation.

1.3 Definitions

"Applicable Law" means all laws, regulations, orders, tariffs and industry requirements that apply to a Party or the Services, including the Communications Act, the TRACED Act, the Telephone Consumer Protection Act, the rules and orders of the Federal Communications Commission ("FCC") and the Federal Trade Commission, state law, and the requirements of the STIR/SHAKEN Policy Administrator, the North American Numbering Plan Administrator and Somos, Inc., each as amended from time to time. "Effective Date" means the date of the last signature below. "End User" means any person or entity, including any downstream provider or reseller, that obtains service from or sends traffic through Customer. "Numbers" means DIDs/TNs and toll-free numbers assigned or ported to HTL (or its underlying carrier) for Customer's use. "Regulatory Requirement" means any new or changed Applicable Law. "RMD" means the FCC's Robocall Mitigation Database. "Service Order" means a written or electronic order, rate deck or portal order for Services accepted by HTL. "Upstream Provider" means any provider from which Customer directly receives traffic that Customer delivers to HTL.

1.4 Products and Quality Requirements

HTL operates different products (including different routes, rate decks and traffic classes), each with its own quality and traffic-profile requirements, such as average call duration, answer-seizure ratio, short-duration call limits, calls-per-second limits and permitted traffic type (the "Quality Requirements"). The Quality Requirements for each product are stated in the applicable Service Order, rate deck or switch portal and may be updated on the notice required for rate changes under Section 2.1. Customer shall send to each product only traffic that meets that product's Quality Requirements.

RATES AND CHARGES

2.1 Rates and Charges

The rates and charges for the Services shall be those set forth in the applicable Exhibits or Service Orders to this Agreement or, if not set forth herein, then in HTL's price lists. Rates are subject to change on written notice, seven (7) days for usage-based domestic services, and seven (7) days for usage-based international services.

2.2 Taxes, Surcharges and Fees

Rates and charges are exclusive of and Customer agrees to pay all current and future sales, use, gross receipts, excise and other local, state and federal taxes, fees, charges and surcharges (including without limitation any universal service fund or other similar surcharges), excluding taxes based on HTL's net income. Such charges are not eligible for term and volume discounts. To the extent, a sale is claimed to be for resale and thus subject to tax exemption, Customer shall furnish HTL a proper resale tax exemption certificate. Failure to provide said resale tax exemption certificate upon execution of this Agreement could result in no

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exemption being available to Customer for any period prior to the date that the Customer presents the valid certificate(s). Customer shall also furnish, annually and upon request, a reseller certification in the form described in the FCC Form 499-A instructions; absent a current certification, HTL may assess universal service and related surcharges on Customer. Any federal universal service amount that HTL bills for a past period is governed by Section 5.4 of the FUSF Reseller Certification, which controls over this Section 2.2 and Sections 7.3 and 7.7.3 on that subject. If the tax authorities subsequently opine HTL should have charged such taxes, Customer shall pay same (including any interest, levies and penalties). Customer and HTL acknowledge and agree to work mutually and cooperate with each other involving any case, assessment, or matter that involves a tax, surcharge, or fee.

PAYMENT FOR SERVICE/DISPUTES

3.1 **Payment Terms**

Billing for a Service shall commence on the use of the Service by Customer. Invoices shall be issued weekly; however, payment is Prepay by default. Customer may request payment terms; this shall require credit approval, as well as proper references. Prepayment via the switch portal shall be the default payment option. Customer's prepaid balance, credit limit and payments are monitored by HTL's automated systems as described in Section 5.3. In addition, if credit was approved, and Customer fails to pay all charges when due (the "Due Date") and not disputed, Customer also shall pay HTL a late charge amount equal to 1.5% per month of the unpaid balance due (or the maximum amount permitted by law). The amounts due to HTL hereunder are due and payable without set off. If HTL substantially prevails in any collection, Customer shall pay HTL's reasonable attorneys' fees and costs, including appeals.

3.2 **Valid Billing Disputes**

A Valid Billing Dispute (Dispute) consists of written documentation specifically listing the total dollar amount and supporting calculations of the dispute, specific Service being disputed, and the reason for the dispute (e.g., incorrect rate, incorrect quantity, service disconnected, etc.) along with specific supporting documentation for each disputed invoice. The date of HTL's receipt of a Dispute shall be the date HTL receives this complete information. Any dispute submitted by Customer that does not contain this complete information is an invalid billing dispute. Invalid billing disputes are denied without investigation and invoiced amounts are owed to HTL. All Disputes must be submitted within thirty (30) days after the invoice date. Customer shall pay the undisputed amount by the Due Date. Withholding payment for undisputed invoiced amounts to offset previously paid invoiced amounts is not permitted. HTL and Customer shall attempt in good faith to promptly resolve any Dispute. If the Dispute is resolved in favor of HTL, Customer shall pay the disputed amount previously withheld, including late charges from the original due date, no later than the due date of the next invoice for that same account. If the Dispute is subsequently resolved in favor of Customer and Customer has paid the disputed amount, HTL shall issue a credit on Customer's next invoice.

RELATIONSHIP WITH END USERS

4.1 **Customer Responsibilities**

This Agreement applies only to those Services provided directly by HTL to Customer and not to offerings by Customer to its End Users. Customer is solely responsible for all dealings with its End Users including, but not limited to sales, contracts, orders, activations, customer care, customer premises equipment installation, configuration and support, and any ancillary services such as E911 service, Operator Services, Directory Assistance, Directory Listing, and IP assignments, associated functions and routing. Customer will be responsible for all troubleshooting beyond the minimum point of entry at any End User location. Prior to opening a trouble ticket with HTL, Customer shall test and isolate the trouble to the HTL network.

4.2 **Indemnity**

Customer shall indemnify and hold harmless HTL from any and all claims by Customer's End Users, third parties, or governmental entities related to such End Users or due to End Users' use of the Services (including without limitation any claim with respect to any of the services provided by Customer which may incorporate any of the HTL Services provided hereunder or failure to route 911 calls properly or slamming complaints).

SUSPENSION/TERMINATION

5.1 Either Party may terminate this Agreement, any Service, or Exhibits, Schedules, on thirty (30) days' written notice if the other Party materially breaches this Agreement or any of the other documents listed here and the breaching Party fails to cure the breach within thirty (30) days after written notice period, provided that the notice period for breach of any of Customer's payment obligations for non-usage based Services shall be five (5) days and immediately for usage-based Services ("Cause"). Additionally, this Agreement and any Services may be immediately suspended if, in its reasonable business judgment, HTL determines that: (a) its network integrity is in jeopardy (including, but not limited to, when Customer has a large amount of short duration or incomplete calls or un-forecasted spikes in traffic); (b) Customer has exceeded its credit limit; (c) use of the Services is fraudulent; (d) Customer's actions or failure to act could cause or are causing material financial losses to HTL (including, but not limited to, Customer's failure to pay

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immediately and on demand the additional charges for short duration, unanswered, or incomplete calls); (e) any insolvency, bankruptcy, assignment for the benefit of creditors, appointment of a trustee or receiver, or similar event with respect to Customer; (f) any governmental prohibition or required alteration of the Services to be provided hereunder or any violation of an applicable law, rule, or regulation; or (g) Customer is not listed in, or is removed from, the RMD, fails to comply with Section 7.3, 7.6, 7.7 or 8.5, or HTL reasonably suspects that Customer's traffic is unlawful. Any termination, suspension, or disconnection shall not relieve Customer of its obligation to pay any charges incurred hereunder prior to such event. A service reinstatement charge may be assessed in the event that HTL reactivates Customer's Service after termination, suspension or disconnection.

5.2 Notwithstanding anything herein to the contrary, HTL may, with as much notice as is reasonably practicable under the circumstances, suspend Service to Customer to the extent reasonably necessary to protect HTL's network from imminent harm and/or to protect the technical integrity of HTL network. Any suspension pursuant to this section shall be limited in scope and duration to the extent reasonably practicable under the circumstances and any Services suspended shall be reinstated promptly after cessation of the event giving rise to the suspension.

5.3 **Automated (AI) Monitoring and Enforcement**

HTL's switch, billing and payment platforms are monitored by automated systems that use artificial intelligence (the "HTL AI System"). The HTL AI System monitors (a) Customer's traffic on each product for compliance with that product's Quality Requirements and with this Agreement, including the Number requirements in Exhibit A, and (b) Customer's prepaid balance, credit limit, invoices and payments. Customer acknowledges and agrees that: (i) if the HTL AI System determines that Customer is not in compliance with any Quality Requirement or any payment or credit obligation, the HTL AI System may notify Customer by e-mail or through the switch portal, and that notice is effective when sent; (ii) if Customer does not remedy the non-compliance or non-payment within the period stated in the notice (or, if no period is stated, within twenty-four (24) hours), the HTL AI System may, automatically and without further notice, limit, reroute, block or suspend the affected traffic, product or Service to the extent needed to stop the non-compliance or non-payment; (iii) any notice or action by the HTL AI System is a notice or action by HTL under this Agreement and has the same effect as if given or taken by HTL personnel; and (iv) Service on a prepaid account stops automatically when the prepaid balance is exhausted.

Customer may at any time request that HTL personnel review an automated determination by contacting HTL; a request for review does not delay or reverse an action unless HTL so decides. HTL will restore the affected Service promptly after the non-compliance or non-payment is remedied, subject to any reinstatement charge under Section 5.1. This Section is in addition to, and does not limit, HTL's rights under Sections 5.1, 5.2, 7.7 and 8.6, including its right to act immediately and without prior notice where those Sections permit. Consistent with Section 8.4, monitoring by the HTL AI System is for HTL's benefit and creates no duty to Customer, and HTL shall have no liability for any notice given or action taken in good faith under this Section.

DISCLAIMER OF WARRANTY, LIMITATIONS OF LIABILITY AND INDEMNIFICATION

6.1 EXCEPT FOR ANY DUTY TO INDEMNIFY SPECIFICALLY SET FORTH HEREIN, IN NO EVENT SHALL HTL BE LIABLE TO CUSTOMER OR ITS END USER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE, LOSS OF PROFITS, OR LOSS OF CUSTOMER'S CLIENTS OR GOODWILL, ARISING IN ANY MANNER FROM THIS AGREEMENT AND/OR THE PERFORMANCE OR NONPERFORMANCE HEREUNDER. HTL SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR THE CONTENT OF ANY COMMUNICATIONS TRANSMITTED VIA THE SERVICE BY CUSTOMER OR ANY OTHER PARTY. HTL'S ENTIRE LIABILITY FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE FROM ANY CAUSE WHATSOEVER, SHALL IN NO EVENT EXCEED SUMS ACTUALLY PAID TO HTL BY CUSTOMER FOR THE SPECIFIC SERVICES IN THE MONTH PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

6.2 **Force Majeure**

Neither Party shall be liable for any delay or failure in performance pursuant to this Agreement (except for any payment obligation), to the extent such delay or failure is caused by fire, flood, explosion, accident, third party cable cut, acts or omission of common carriers, war, strike, embargo, governmental requirement, civil or military authority, act of God, inability to secure materials or labor or any other causes beyond its reasonable control ("Force Majeure"). Any such delay or failure shall suspend this Agreement until the Force Majeure ceases and the term shall be extended by the length of the suspension. Nothing herein shall relieve Customer from making payments owed to HTL for Services rendered.

6.3 **No Warranties**

HTL MAKES NO WARRANTIES ABOUT THE SERVICE PROVIDED HEREUNDER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HTL makes no representations concerning and does not guarantee that Customer's domain name does not infringe upon any trademarks, trade names, service marks or other proprietary rights owned by a third party.

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6.4 **Indemnification**

Each Party shall defend and indemnify the other Party and its directors, officers, employees, representatives, agents and shareholders (collectively, "Indemnified Parties") from any and all third-party claims, forfeitures, fines, penalties, expenses, damages, interest, lawsuits or other liabilities (including without limitation, reasonable attorney fees and court costs) relating to or arising out of (i) its negligent acts or omissions in the operation of its business, (ii) damage to tangible property or bodily injury or wrongful death, and (iii) its breach of this Agreement; provided, however, that HTL shall not be liable and shall not be obligated to indemnify Customer, and Customer shall defend, indemnify and hold harmless HTL and its Indemnified Parties, for any third party claims, including End Users, to the extent directly or indirectly arising from Customer's or an End User's use of the Services provided by HTL under this Agreement and with respect to services provided by Customer which may incorporate any of the Services.

COMPLIANCE WITH LAWS

7.1 **Compliance with Laws**

Each Party shall comply with all applicable laws, regulations, court decisions or administrative rulings regarding the provision or use of the Services. Failure to do so shall constitute a material breach of the Agreement.

7.2 **Certifications**

Each Party has obtained all certifications necessary to provide its services to End Users and shall maintain all such certifications for the duration of this Agreement. Upon HTL's request, Customer shall provide HTL with Customer's certifications. Customer shall indemnify, defend and hold harmless HTL against all claims or liability due to or arising out of failure of Customer to obtain any permit or other consent as may be required from any local government or other regulatory body for use of the Services. In the event it is found that a Party does not have any necessary certificates, authorizations, or permits, such Party will promptly seek to obtain same. Failure to have any such certification, authorization, or permit will not be deemed a material breach unless it causes material adverse consequences to the other Party under this Agreement.

7.3 **Duty to Confirm Registration; Know Your Customer and Know Your Upstream Provider**

Before Services can be provided, and if applicable under the circumstances, Customer shall be required to provide evidence of its filing of FCC Form 499-A as required by 47 CFR 64.1195(h). Customer shall also provide HTL all KYC ("Know Your Customer") and KYUP ("Know Your Upstream Provider") documents described below, including evidence of its Robocall Mitigation Database and Intermediate Provider Registry filings. STIR/SHAKEN compliance shall be required, and calls without Identity headers may be denied. Regardless of any affirmative duty of HTL under the FCC rules, Customer's failure to make any filing or to provide any information required by this Section 7.3 constitutes willful misconduct and Customer agrees to indemnify and hold HTL harmless due to such failure.

7.3.1 Before Services are provided, at least once each calendar year, and upon HTL's request, Customer shall provide complete and accurate information sufficient for HTL to verify Customer's identity and compliance, including: legal name, trade names, jurisdiction of organization and tax identification number; physical address, website and business contacts; owners, principals and affiliates; FCC Registration Number (FRN), Form 499 Filer ID, RMD number and robocall mitigation plan; STIR/SHAKEN OCN and SPC token status; Intermediate Provider Registry and state certifications, if applicable; a description of Customer's traffic, customers and Upstream Providers; whether Customer is a foreign or gateway provider; and a contact available 24x7 for traceback, fraud and compliance matters. HTL may verify this information through independent sources and may refuse or discontinue Service if it cannot be verified.

7.3.2 Customer shall notify HTL in writing within ten (10) business days after any change to the information provided under this Section, and within two (2) business days after Customer receives any notice of suspected illegal traffic, cease-and-desist letter, notice of deficiency in or removal from the RMD, revocation of its SPC token, or other inquiry or enforcement action from the FCC, the Federal Trade Commission, a state attorney general or the Industry Traceback Group relating to robocalls, caller ID or numbering.

7.3.3 Customer represents and warrants that it is, and throughout the Term will remain, listed in the RMD with a complete, accurate and current certification and robocall mitigation plan (or has demonstrated to HTL in writing that it is not required to file), that it will recertify annually as required by 47 CFR 64.6305, and that it accepts traffic only from Upstream Providers listed in the RMD, including foreign providers sending calls with U.S. numbers in the caller ID field. HTL will not accept traffic from Customer while Customer is required to be, but is not, listed in the RMD.

7.3.4 Customer shall take affirmative, effective measures to prevent its End Users and Upstream Providers from using the Services to originate or transmit illegal calls, as required by 47 CFR 64.1200(n) and any successor rules. At a minimum, Customer shall: (a) before providing service and at renewal, collect and verify the identity, ownership, contact and business information of each End User and Upstream Provider and confirm its right to use the telephone numbers it

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presents as caller ID; (b) confirm that each Upstream Provider is listed in the RMD and review its compliance history; (c) monitor traffic on an ongoing basis using call analytics; (d) promptly investigate, and refuse or discontinue service to, any End User or Upstream Provider that is, or is likely to be, a source of illegal calls; (e) impose obligations at least as protective as those in Sections 7.3, 7.6, 7.7 and 8.5 on its End Users and Upstream Providers by contract; and (f) retain the records required by this Section for at least four (4) years and provide them to HTL within two (2) business days after request.

7.3.5 Customer represents that, except as disclosed to HTL in writing, neither Customer nor any of its owners, principals or affiliates (a) has been removed from the RMD or had an FCC authorization or numbering authorization denied or revoked, (b) has been the subject of an FCC, Federal Trade Commission or state enforcement action relating to illegal calls, or (c) is identified on the FCC's Covered List or any U.S. government sanctions list.

7.4 **Requests for End User or Customer Information and Communications Assistance Law Enforcement Act (CALEA) of 1994**

In the event HTL is in receipt of a request for information regarding Customer or its End User(s) or a CALEA request, from law enforcement, a governmental entity or other entity or person ("Requesting Entity"), HTL will inform Customer of such request (if not prohibited from doing so). HTL will also gather the information or facilitate the request if the ability to do so is uniquely within HTL's power (i.e., Customer obtains a switch-based Service and law enforcement submits a CALEA request). HTL will then either respond to the Requesting Entity or provide the information to Customer to submit to the Requesting Entity, at HTL's option. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party by a third party for noncompliance with CALEA and shall, at the noncompliant Party's sole cost and expense, modify or replace any equipment, facilities, or services provided to the other Party under this Agreement to ensure that such equipment, facilities, and services fully comply with CALEA.

7.5 **Traffic Integrity**

The following conditions shall apply to any use by Customer of any HTL Service to originate or terminate a call, without regard to the type of transmission protocol used on any other portion of the call, and whether or not Customer acknowledges that switched access charges apply:

7.5.1 Customer will use all reasonable efforts to transmit the Calling Party Number (CPN) or equivalent information regarding the End User originating each call. Customer shall not: (1) re-classify or re-originate traffic or take any other action to make traffic appear as if it: (i) is anything other than the type of traffic delivered to Customer (including but not limited to making TDM originated traffic appear to be IP originated) or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (2) modify, alter or delete in any manner calling party number information or other signaling information identifying the origin of traffic. For purposes of this subsection, the term "Customer" includes any third parties with which Customer has contracted, acting at the request of or on behalf of Customer, that is, for example, causing a third party to re-originate traffic before such traffic passes through Customer to HTL or Customer to any other party. Upon HTL's request, Customer shall certify in writing its continued compliance with this Section.

7.5.2 To determine the originating location, within the North American Numbering Plan, HTL utilizes LERG in order to validate the originating location. The Incoming Calling Number is considered valid if the NPANXXX is found within the North American LERG (+1), US 50, Washington DC, Puerto Rico, or the US Virgin Islands. If the Incoming Calling Number is deemed invalid or indeterminate, then HTL will rate the call at the Indeterminate Non Jurisdictional rate associated with the originating NPANXXX.

If a call originates and terminates in the same state based on the logic above, then the call will be an intrastate call and the call shall be billed at the appropriate intrastate rate. If a call originates and terminates in different states based on the logic above, then the call will be an interstate call and the call shall be billed at the appropriate interstate rate. In no case does HTL utilize any "International Origination" flags within the call stream in order to determine jurisdiction. The terminating NPA/NXX jurisdictional location will be determined based on the LRN when available.

7.5.3 In the event that a Local Exchange Carrier ("LEC") assesses access charges on HTL for the termination of Customer's traffic, Customer agrees HTL is authorized to (a) disclose Customer's name to the LEC as the party responsible for this traffic, and (b) pass thru directly to Customer all access charges assessed on Customer's traffic. Customer agrees it is directly responsible for payment of such access charges assessed by a LEC and Customer agrees to indemnify and hold HTL harmless from all costs, including any attorneys' fees, associated with such access charge assessments.

7.5.4 Customer agrees to indemnify, defend and hold HTL harmless for any claims by third parties (including access charges) resulting from or arising out of traffic delivered by Customer and Customer shall cooperate at its own expense with any necessary audit.

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7.6 **Caller ID Authentication (STIR/SHAKEN)**

7.6.1 Each call Customer delivers to HTL with a North American Numbering Plan number in the caller ID field shall carry a valid Identity header that complies with the STIR/SHAKEN standards and 47 CFR Part 64, Subpart HH. HTL may reject or block calls without a valid Identity header.

7.6.2 Where Customer has a STIR/SHAKEN implementation obligation, Customer shall: (a) be registered with the STIR/SHAKEN Policy Administrator and sign calls using a certificate obtained with Customer's own SPC token; (b) make all attestation-level decisions itself, including where a third party performs the technical act of signing; (c) assign "A" (full) attestation only where Customer has a direct authenticated relationship with the caller and has verified the caller's right to use the calling number, and otherwise assign "B" or "C" attestation as the standards require; and (d) maintain records of its third-party authentication arrangements and provide them to HTL upon request.

7.6.3 Where Customer acts as an intermediate or gateway provider, Customer shall pass all Identity headers it receives unaltered and shall authenticate unauthenticated calls as required by 47 CFR 64.6302.

7.6.4 HTL does not sign calls on Customer's behalf unless expressly stated in a Service Order. Any attestation applied by HTL is determined by HTL in its sole discretion and is not a representation regarding Customer's traffic. Customer is responsible for the authentication of calls it originates using Numbers over any other provider's network.

7.7 **Robocall Mitigation and Call Blocking**

7.7.1 HTL may, without notice or liability, block, reject or refuse any call or traffic: (a) from a number on a do-not-originate list or from an invalid, unallocated or unused number; (b) that HTL's analytics indicate is highly likely to be illegal; (c) that HTL is directed or requested to block or mitigate by the FCC, another governmental authority, the Industry Traceback Group or a downstream provider; or (d) that HTL otherwise reasonably believes violates Applicable Law or this Agreement. Customer shall pass blocking and other response codes (including SIP 603+) unaltered toward the origination point of the call.

7.7.2 Within twenty-four (24) hours after notice from HTL of suspected illegal traffic (or any shorter period required by Applicable Law or the notifying authority), Customer shall investigate, block or otherwise effectively mitigate the identified traffic, prevent the source from continuing to originate similar traffic, and report to HTL in writing the source of the traffic and the action taken.

7.7.3 Customer shall pay or reimburse HTL for all fines, forfeitures, penalties, carrier charges and chargebacks, and reasonable costs (including attorneys' fees) that HTL incurs as a result of Customer's traffic or Customer's breach of Sections 7.3 through 7.7 or Section 8 (Unauthorized Use). These amounts are not subject to the dispute deadlines in Section 3.2 and may be set off against any prepayment, deposit or credit balance of Customer.

UNAUTHORIZED USE

8.1 **Unauthorized/Fraudulent Use**

Customer, and not HTL, shall bear the risk of loss arising from any unauthorized or fraudulent use of Services provided under this Agreement to Customer, unless caused by HTL. HTL reserves the right, but is not required, to take any and all action it deems appropriate (including blocking access to particular calling numbers or geographic areas) to prevent or terminate any fraud or abuse in connection with the Services. Unauthorized use shall include but not be limited to the following:

8.1.1 Violating the federal Do Not Call list by Telemarketing or solicitations to a party that is on a state or federal Do Not Call list; or Do Not Originate list;

8.1.2 Calling a party in violation of any FCC Rules, including, but not limited to, those applicable to telemarketers and telephone solicitations in 47 CFR Section 64.1200 and to the delivery of CPN by telemarketers in 47 CFR Section 64.1601(e), the Telemarketing Sales Rule (16 CFR Part 310), or any state law;

8.1.3 Sequential dialing of telephone numbers at the NPA or NXX level;

8.1.4 Initiating a call, as a result of a party receiving a telemarketing or telephone solicitation to a prompt, and signaling the CPN of the called party;

8.1.5 Improper use of a telephone number not associated with the calling party or inaccurate caller identification information, or improper use of ANI or CPNI;

8.1.6 Placing calls for the primary purpose of generating queries to a CNAM (Calling Name) or similar database;

8.1.7 Originating or transmitting calls that use an artificial, prerecorded or AI-generated voice without the consent required by Applicable Law;

8.1.8 Rotating or cycling through telephone numbers, or using Numbers on a single-use or short-term basis, to evade call analytics, blocking, labeling or traceback;

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8.1.9 Originating calls from numbers that are invalid, unallocated, unassigned or on a do-not-originate list, or that the calling party is not authorized to use;

8.1.10 Access Stimulation (as defined in 47 CFR 61.3(bbb)), traffic pumping, or any other artificial generation of traffic, including to toll-free numbers;

8.1.11 Using a Number only as the calling number for outbound dialing, or without the answering and stop-calling capability required by Exhibit A.

8.2 **Network Security**

Customer and its customers and End Users are responsible for the security of their own networks and equipment. HTL assumes no responsibility or liability for failures or breach of protective measures on Customer's network, whether implied or actual, even in the event that the security measures have been installed or configured by HTL. Customer shall solely be responsible for addressing problems on Customer's network escalated to HTL for resolution that involves compromise of Customer's security.

8.3 **Acceptable Use**

Parties agree to work cooperatively to address unlawful use in a timely manner. HTL works cooperatively with the industry, law enforcement, governmental entities, regulatory entities, and other carriers (collectively "Cooperative Parties"), to address issues related to illegality, fraud and abuse. In accordance with laws applicable to HTL and notwithstanding anything to the contrary in this Agreement, HTL may disclose Customer's information and such disclosure will not be a violation of this Agreement.

8.4 **Unlawful Use**

Customer will use best efforts to prevent unauthorized, illegal, or fraudulent use of the Services, and shall terminate any unauthorized, illegal, or fraudulent user access and immediately notify HTL of any such unauthorized, illegal, or fraudulent use, attempted use of, or access to, the Services. Regardless of how Customer becomes aware of unlawful activity, Customer is not relieved of liability related to the offending traffic and will also be responsible for paying third-party fees directly related to the offending traffic. Further, any unauthorized, illegal, or fraudulent use or misuse of the Services by or through Customer voids all warranties, express or implied, by HTL, and relieves HTL from any responsibility for performance under the respective Service Order where fraud, abuse or illegality occurred.

HTL has no obligation to prevent, monitor, notify, or actively seek facts or circumstances indicating any fraud, abuse or illegal activities.

8.5 **Traceback Efforts**

Customer warrants that it will participate in any traceback efforts authorized by the Industry Traceback Group (the FCC-registered traceback consortium led by USTelecom), the FCC, law enforcement or HTL regarding suspicious robocalls without the need for a subpoena or formal demand, and will respond fully within twenty-four (24) hours after receipt of a traceback request. Customer agrees that its response shall indicate if it is in the call path as (i) the originating provider of the calls (i.e., Customer received the calls from Customer's End User) or (ii) a transit provider (i.e., Customer received the calls from another voice provider). The response shall also identify the source of the calls.

8.6 **Penalties**

In addition to penalties outlined above, HTL may, in its sole discretion, take any or all of the following actions to address if it discovers or reasonably suspects any abuse or unlawful activity: (i) take commercially reasonable action on offending numbers in order to minimize misuse; (ii) issue a verbal, e-mail or written warning notifying the Customer of the misuse and the corrective action that must be taken; (iii) suspend, with or without warning, all or part of a Customer's Service and may condition restoration of such Service upon Customer affecting corrective action; and/or (iv) terminate, with or without warning, all or part of Customer's service and may terminate Customer's Agreement. Any unauthorized, illegal, or fraudulent use or misuse of the Services by or through Customer voids all warranties, express or implied, by HTL, and relieves HTL from any responsibility for performance under the respective Service Order where fraud, abuse or illegality occurred.

8.7 **International Traffic**

For the purposes of this MSA, HTL is not responsible for fees, duties, taxes or assessments related to any portion of the International traffic delivered to HTL, and therefore all such duties and taxes shall be borne and paid by the Customer at the rate, and in the manner prescribed by law in the Customer's country and/or country of origin of the call. Further, for taxing purposes, non-U.S.-based customers sending domestically-originated traffic for termination by HTL must have a valid Federal Communications Commission Federal Registration Number ("FRN").

8.8 Customer agrees, in accordance with the terms of this Agreement, NOT to send any E911, 911, operator services or any other traffic destined for any emergency 911 Center or any other local, state or federal emergency organization. HTL will return this traffic to Customer's originating equipment and will be held harmless from any issues arising from this traffic being blocked by HTL.

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8.9 Unless specified in this MSA or mutually agreed to by the Parties, HTL reserves the right to block any unique telecommunications services, including, but not limited to, 311, 411, 611, 976, 500, 700 and 900 numbers.

CONFIDENTIALITY AND INTELLECTUAL PROPERTY

9.1 **Confidentiality**

During the term of this Agreement and for a period of one (1) year thereafter, neither Party shall disclose any terms of this Agreement, including pricing or any other Confidential Information of the other Party. For purposes of this Agreement, the term "Confidential Information" shall mean information in written or other tangible form that a Party should reasonably understand is confidential. Any Confidential Information transmitted orally shall be identified as such at the time of its disclosure. All Confidential Information shall remain the property of the disclosing Party. A Party receiving Confidential Information shall: (i) use or reproduce such information only when necessary to perform this Agreement; (ii) provide at least the same care to avoid disclosure or unauthorized use of such information as it provides to protect its own confidential information; (iii) limit access to such information to its employees or agents who need such information to perform this Agreement; and (iv) return or destroy all such information, including copies, after the need for it has expired, upon request of the disclosing Party, or upon termination of this Agreement.

The Party to whom Confidential Information is disclosed shall have none of the obligation above for Confidential Information which: (i) was previously known to such Party free of any obligation to keep it confidential; (ii) is or becomes publicly available by other than unauthorized disclosure; (iii) is developed by or on behalf of such Party independent of any Confidential Information furnished by the other Party under this Agreement; (iv) is received from a third party whose disclosure does not violate any confidentiality obligation; or (v) is disclosed pursuant to the requirement or request of a governmental agency or court of competent jurisdiction to the extent such disclosure is required by a valid law, regulation or court order.

9.2 **Intellectual Property and Digital Millennium Copyright Act ("DMCA")**

This Agreement confers no right to use the name, service marks, trademarks, copyrights, or patents of either Party except as expressly provided herein. Neither Party shall take any action, which would compromise the registered copyrights or service marks of the other. In the event HTL creates any custom software enhancements in providing Services to Customer under this Agreement, such software enhancements shall be deemed solely the intellectual property of HTL unless otherwise provided in a SOW. Customer hereby disclaims all right, title, and interest in such custom software enhancements, including United States and foreign patent, copyright, and other intellectual property rights. Customer shall indemnify HTL if its domain name or combination of the Services provided by HTL with services or equipment not provided by HTL infringes or is alleged to infringe on any third party's intellectual property rights. Customer shall comply with all provisions of the DMCA Title II with respect to limiting liability for copyright infringement. Customer shall: (a) adopt and implement a policy of terminating accounts or subscriptions of repeat infringers; (b) inform subscribers and/or account holders of such policy; (c) accommodate and not interfere with standard technical measures as defined by the DMCA; (d) designate an agent to receive notification of alleged acts of infringement, file information related to such designated agent with the Copyright Office, and notify subscribers or account holders of the designated agent and such designated agent's contact information; and (e) comply with the DMCA's rules governing notification and counter-notification and procedures for removing or blocking access to (or restoring access to) content alleged to be infringing.

9.3 **CPNI and Data Security**

Each Party shall protect customer proprietary network information and call detail records in accordance with 47 U.S.C. § 222 and 47 CFR Part 64, Subpart U, shall maintain reasonable security safeguards for the other Party's data, and shall notify the other Party without unreasonable delay, and in any event within seventy-two (72) hours, after discovering a breach affecting the other Party's data or its End Users.

MISCELLANEOUS

10.1 **Entire Agreement/Modifications/Waivers**

This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other agreements, written or oral, between the Parties relating to the Services. As of the Effective Date hereof, any and all Service provided pursuant to any prior agreements shall be provided pursuant to the terms of this Agreement. This Agreement may only be modified by written agreement of both Parties. No term herein shall be deemed waived or breach or default excused unless in writing and signed by the Party against which it is to be enforced. Additionally, no consent by a Party to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to or waiver of, any subsequent breach or default.

10.2 **Assignment**

Neither this Agreement, nor any rights or obligations under it may be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. A Party may assign this Agreement to an affiliate without consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days

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prior to the effective date thereof. For purposes of this Section, affiliate is defined as a person that directly or indirectly owns (meaning to own an equity interest of more than (50%)) or controls, is owned or controlled by, or is under common ownership or control with, another person.

10.3 **Partial Invalidity**

If any provision of this Agreement shall be held to be invalid or unenforceable (either under current law or in the future), such invalidity or unenforceability shall not invalidate or render this Agreement unenforceable, but rather the remaining provisions of this Agreement shall remain in effect and be binding on the Parties and this Agreement shall be construed as if not containing the invalid or unenforceable provision. However, if such provision is an essential element of this Agreement, the Parties shall promptly attempt to negotiate a substitute therefore.

10.4 If any Regulatory Requirement has the effect of canceling, changing or superseding any material term or provision of this Agreement, then this Agreement will be deemed modified in such a way as the Parties mutually agree is consistent with the form, intent and purpose of this Agreement and is necessary to comply with the Regulatory Requirement. If the Parties cannot agree to modifications necessary to comply with a Regulatory Requirement within thirty (30) days after the Regulatory Requirement is effective, then either Party may terminate this Agreement and/or Exhibit impacted by the Regulatory Requirement effective as of the date of notice by providing written notice to the other Party. Notwithstanding the foregoing, any Regulatory Requirement relating to robocall mitigation, know-your-customer or know-your-upstream-provider obligations, caller ID authentication or numbering shall apply to the Parties automatically as of its effective date, and HTL may update its related onboarding and operating requirements on notice to Customer.

10.5 **Relationship of Parties**

Neither this Agreement nor the provision of Service hereunder shall be deemed to create any joint venture, partnership or agency between HTL and Customer. The Parties are independent contractors and shall not be deemed to have any other relationship. Neither Party shall have, or hold itself out as having, the power or authority to bind or create liability for the other by its intentional or negligent act.

10.6 **Governing Law**

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Tennessee, without regard to choice of law provisions.

10.7 **Limitations of Actions; Waiver of Jury Trial**

Any claims arising out of or related to this Agreement shall be made within one (1) year from the date the claim arises or is discovered by HTL. EACH PARTY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW HEREBY IRREVOCABLY WAIVES ALL RIGHTS IT MAY HAVE TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF EITHER PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

10.8 **Non-Exclusive Agreement**

This Agreement is non-exclusive. Nothing in this Agreement shall prevent HTL or Customer from entering into similar arrangements with, providing services to, or purchasing services from, any other person or entity.

10.9 **Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement, a schedule or a Service Order by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart.

10.10 **Fraudulent Usage**

Customer is solely responsible for all usage of the Services, fraudulent or otherwise. Claims of fraudulent usage shall not constitute a valid basis for dispute of an invoice. The Parties agree that Customer, and not HTL, shall bear all risk of loss arising from fraudulent or unauthorized use of the Services. HTL reserves the right, but has no duty, to take any action it deems appropriate to prevent any fraud or abuse in connection with the Services, consistent with applicable federal and state laws and regulations.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

CUSTOMER INFORMATION

Customer legal name
State or country of organization and entity type (for example, Delaware corporation)
Principal office address (street, city, state, ZIP, country)

Hadlo Technologies, LLC	**Customer**
Signature	Signature
Printed name	Printed name
Title	Title
Date	Date

NOTIFICATION INFORMATION

Each Party shall promptly notify the other Party, in writing of any changes to the contact information required below. Such changes may be made by sending an e-mail to the contacts identified below.

All notices other than for billing or rates required or given under this Agreement shall be given in writing and will be deemed to have been delivered and given for all purposes upon receipt only when sent via confirmed facsimile and followed by first class mail or by nationally/internationally recognized overnight courier service, duly addressed and with proper postage, to the address set forth below or such other address as may be provided by the other Party in writing for the purpose of receiving such notices. Notices of suspension, traceback, fraud, blocking, quality, credit, payment and compliance matters, including notices generated by the HTL AI System, may be given by e-mail to the Customer compliance contact below and are effective when sent. All notices required under this Agreement shall be addressed as follows:

If to HADLO: HADLO Technologies, LLC., 4935 Main St., STE 7-304, Spring Hill, TN 37174-2735, Attention: Corporate Agreements, Email: corp@hadlotechnologies.com

If to CUSTOMER: to Customer's principal office address stated above, addressed as follows:

Attention	Telephone	Fax	E-mail for notices

HADLO shall issue Rate Modification Notices via electronic mail to the email address set forth below effective when sent. HADLO shall issue invoices via electronic mail to the email address set forth below. HADLO shall issue traceback, fraud, blocking, compliance and HTL AI System (quality, credit and payment) notices via electronic mail to the 24x7 contact set forth below effective when sent.

Customer contact for rate notices	E-mail for rate notices	
Customer contact for invoices	E-mail for invoices	
Customer compliance contact (24x7)	Telephone (24x7)	E-mail for compliance notices

CUSTOMER REGULATORY INFORMATION (check every box that applies)

FCC Registration Number (FRN)	Form 499 Filer ID	Robocall Mitigation Database No.	OCN / SPC token

Customer is: ☐ Originating provider ☐ Intermediate provider ☐ Gateway provider ☐ Foreign provider ☐ Number reseller

Services ordered: ☐ Termination ☐ Origination / DIDs (TNs) ☐ Toll-Free Termination ☐ Toll-Free Origination

Cust. Initial: _____

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EXHIBIT A — SERVICE TERMS

This Exhibit A applies to each Service that Customer orders. Rates, Number quantities and any minimum commitments are set forth in the applicable Service Order. If this Exhibit conflicts with the body of the Agreement, this Exhibit controls for the Service it describes, except that Sections 7 (Compliance with Laws) and 8 (Unauthorized Use) of the Agreement always control.

A.1 TERMINATION

A.1.1 Customer shall deliver Termination traffic to HTL in SIP format at the interconnection points and in the manner specified by HTL. HTL will route the traffic for completion to the destinations in the applicable rate deck. Calls are rated under Section 7.5.2 and billed in the increments stated in the rate deck.

A.1.2 Each call shall carry a valid, dialable calling number that the calling party is authorized to use. Customer shall identify in writing, before sending it, any traffic that is foreign-originated or that Customer receives as a gateway provider, and HTL may decline foreign-originated traffic that uses U.S. numbers in the caller ID field.

A.1.3 Unless a Service Order provides otherwise, Termination is intended for conversational traffic, and each Termination product is subject to its Quality Requirements under Section 1.4 and to automated monitoring under Section 5.3. HTL may apply the short-duration, low-completion or dialer-traffic charges stated in the rate deck, and may reroute or block such traffic under Section 5.1.

A.1.4 HTL may block or restrict international or high-cost destinations that present a risk of fraud. Customer remains responsible for all charges for calls completed before the block.

A.2 ORIGINATION AND DIDs (TNs)

A.2.1 HTL will deliver inbound calls placed to Customer's DIDs to the IP address or trunk Customer designates. DIDs are subject to availability and to the monthly recurring, non-recurring and usage charges in the Service Order. Recurring charges are billed in advance from activation of each DID.

A.2.2 Customer obtains no ownership or other property interest in any Number. Numbers are assigned for use by Customer and its End Users only during the Term and in accordance with Applicable Law, and HTL may change, withdraw or reclaim a Number when required by a numbering administrator, an underlying carrier or Applicable Law, or for non-payment, non-use or misuse. Nothing in this Section limits an End User's right to port a Number under Applicable Law.

A.2.3 Customer shall submit port requests only with a valid letter of authorization from the End User and shall retain it as Applicable Law requires. HTL will process port-out requests as Applicable Law requires, and Customer remains responsible for charges through the port date and for any amount due under Section A.4.1. Customer shall indemnify HTL against claims of unauthorized porting.

A.2.4 Customer shall maintain current records identifying, for each Number, the End User (and any intermediate reseller) to which it is assigned, including legal name, address, contact information and, for resellers, Form 499 Filer ID, and shall provide these records to HTL within two (2) business days after request (or sooner where needed to respond to a traceback or legal demand). Customer shall also provide the number utilization and forecast data HTL needs for its numbering reports.

A.2.5 Numbers may be used as caller ID only for lawful calls by the End User to which the Number is assigned. Customer shall not use Numbers for Access Stimulation or any other use prohibited by Section 8.1 or Section A.4.

A.2.6 HTL does not provide 911 or E911 service, directory listings, caller name (CNAM) storage or text messaging with any Number unless expressly stated in a Service Order. Customer is solely responsible for meeting all 911 obligations owed to its End Users under 47 CFR Part 9, including dispatchable location and direct 911 dialing requirements, and for informing End Users of any 911 limitations.

A.3 TOLL-FREE SERVICES

A.3.1 Toll-Free Origination. HTL will deliver calls placed to toll-free numbers assigned or ported to HTL for Customer's use. Customer shall pay the per-minute and other charges in the Service Order for all calls delivered, including misdialed, unwanted and fraudulent calls, together with any payphone (dial-around) compensation and other third-party surcharges.

A.3.2 Toll-Free Numbers. Toll-free numbers are administered under 47 CFR Part 52, Subpart D and the Somos TFN Registry requirements. HTL or its designee will act as Responsible Organization (RespOrg) unless the Service Order provides otherwise, and will honor valid RespOrg change requests. Customer shall not hoard, warehouse or broker toll-free numbers, shall maintain an identified subscriber for each number, and shall text-enable a toll-free number only with the subscriber's authorization through the RespOrg. Sections A.2.2 through A.2.6 and Section A.4 also apply to toll-free numbers ("TFNs").

A.3.3 Toll-Free Termination. Customer may deliver to HTL calls dialed by its End Users to toll-free numbers. Each such call must be individually dialed by an End User and carry the true calling number and originating information of the caller. Customer shall not

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deliver toll-free calls that are auto-dialed, artificially generated, looped, spoofed, or placed for the purpose of generating compensation or charges to the toll-free subscriber.

A.3.4 Chargebacks. Any compensation payable to Customer for Toll-Free Termination is stated in the Service Order and is conditioned on HTL's receipt of payment from its downstream carrier. If a downstream carrier or toll-free subscriber disputes, withholds or recovers payment for Customer's toll-free traffic, HTL may withhold, set off or recover the corresponding amount from Customer, without regard to the dispute period in Section 3.2.

A.4 REQUIREMENTS FOR ALL NUMBERS (TNs AND TFNs)

A.4.1 Minimum Term. This Section A.4 applies to every Number, whether a DID/TN or a TFN. Each Number has a minimum term of one (1) year from its activation date (the "Number Minimum Term"), after which it continues month to month. If a Number is ported out, moved to another RespOrg, disconnected or otherwise ceases to be in service with HTL before the end of its Number Minimum Term for any reason, including a port requested by an End User, termination of the Number by HTL under Section A.4.6, or the expiration or termination of this Agreement (other than termination by Customer for HTL's uncured material breach, cancellation of this Agreement by HTL without Cause, or HTL's discontinuance of the Service under Section 1.1), all recurring charges for the remainder of the Number Minimum Term become immediately due and payable in full. Customer agrees that this amount is a reasonable charge for the committed term and not a penalty. HTL will not refuse or delay a valid port or RespOrg change request because this amount is owed.

A.4.2 Minimum Inbound Usage. Numbers are provided for inbound and two-way use. Beginning with the first full calendar month after activation, each Number must carry at least ten (10) minutes of answered inbound usage per calendar month (the "Minimum Inbound Usage"), unless the Service Order designates the Number as a low-usage Number. Artificially generated traffic does not count toward the Minimum Inbound Usage.

A.4.3 Answer Requirement. Customer shall ensure that every inbound call to a Number is answered by a live person or by a working voicemail or attendant that identifies the End User and accepts a message. A Number that rings without answer, returns a busy or out-of-service condition, or answers with silence does not meet this requirement. HTL may place test calls to verify compliance.

A.4.4 No Outbound-Only Dialing. A Number shall not be used only as the calling number for outbound (outpulse-only) dialing, including automated, predictive or robo-dialing. Every Number presented as caller ID must be able to receive return calls and must meet Sections A.4.2 and A.4.3.

A.4.5 Stop-Calling Requests. Any person who calls a Number back must be able to reach a live person or voicemail and ask that calls to them stop. Customer shall honor each such request, and shall cause its End Users to do so, promptly and in no event later than ten (10) business days after the request (or any shorter period Applicable Law requires), whether or not the person's number is on any Do Not Call list and whether or not the calls are otherwise permitted or exempt. Customer shall keep a record of these requests and provide it to HTL on request.

A.4.6 Enforcement. If a Number does not meet the Minimum Inbound Usage for two (2) consecutive calendar months, or does not meet Section A.4.3, A.4.4 or A.4.5 at any time, HTL (including through the HTL AI System under Section 5.3) may notify Customer and, if the failure is not corrected within the period stated in the notice (which will be at least ten (10) days for a Minimum Inbound Usage failure), may block use of the Number as caller ID, disable the Number, or terminate and reclaim it. Charges for the Number, including under Section A.4.1, continue to apply.

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