



The Cloud Communications Company™

2855 Campus Drive, Suite 200
San Mateo, CA 94403

BUSINESS REVIEW

Instructions: Please complete all fields in section 1. If item does not apply, please indicate N/A.

Business Information - Section 1		
Legal Company Name:	City of Newport, OR	
Website URL:	http://newportoregon.gov	
Street Address:	169, SW Coast Hwy	
City:	Newport	State: OR Zip Code: 97365
Phone Number (s):	541.574.0603	
Dun & Bradstreet #:	030794671	Federal Tax ID# (EIN): 93-6002222
Account Executive:	Richard Dutton	
Monthly Forecast:	\$1000	
Other Comments:	est.	

INTELEPEER INTERNAL USE ONLY - SECTION 2					
Current Vendor:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Date Received:	_____	
Bilateral Contract:	<input type="checkbox"/>	<input type="checkbox"/>	In Business Since:	_____	
D&B Results:	_____		IntelPeer Segment:	_____	
Paydex Score:	_____	Risk of Late Payment:	_____	# of Employees:	_____
Other:	_____				
D&B Conclusion:	Good <input type="checkbox"/>	Bad <input type="checkbox"/>	Limited <input type="checkbox"/>	_____	
Exposure Calculator:	Bill Terms	Payment Terms	Total Days	Est. Daily Revenue	Est. Daily Exposure
(Daily Revenue x Cycle Days)	_____	+	_____	=	_____ x _____ = _____
Approved for Credit: \$	_____		Bill Terms:	_____	
Security Deposit Requested: \$	_____		_____		
Approved by:	BS Bonnie Smith		Date: 5/10/2013		

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**Customer Acknowledgement of
Enhanced 911 Support Service Limitations
(Please Sign and Return)**

Dear Customer,

Please take a moment to review this important information about the limitations of Enhanced 911 Support Service. We are required by federal law to obtain your affirmative acknowledgement that you have read and understand these limitations, and to the extent you are reselling IntelePeer's Services you maintain similar affirmative acknowledgements from your End Users. Each of the obligations set forth in this acknowledgement extend in each instance to Customer and its End Users if any. Please sign and return this acknowledgement in order for IntelePeer to establish Services.

The Intelepeer Enhanced 911 Support Service differs from a traditional telephone company. You acknowledge and understand that IntelePeer (or "IntelePeer") does not support traditional 911 and access to emergency services under the Enhanced 911 Support Service.

Intelepeer's Enhanced 911 Support Service differs from traditional emergency 911 services that you receive from the telephone company in several important ways described below. **YOU AND ANY OF YOUR END USERS SHOULD MAINTAIN AN ALTERNATIVE MEANS OF CALLING EMERGENCY 911 SERVICES.**

1. Customer releases, and will obtain from its End Users waivers releasing, IntelePeer from any and all claims or liability that may arise related to Enhanced 911 Support Service, except with regard to the obligation to ensure that the interconnection trunking arrangements are 911/E911 compatible. Customer bears sole responsibility for providing any emergency services to its End Users and for any costs associated with providing these services and payment of any governmental fees or assessments related to 911/E911 or alternative 911 services. Customer agrees to indemnify and hold IntelePeer and all of its affiliates, subsidiaries, employees, shareholders, agents, vendors, and representatives harmless from any and all claims, damages (direct and indirect), suits, costs, charges, or fees (including attorney's fees and court cost) arising from or related to the provision of Enhanced 911 Support Services, or Customer's provision of emergency services to its End Users.
2. **Emergency Service Responders MAY Not Automatically Know The Number or Location**
Unlike traditional emergency 911 services, when you or your End Users call 911 using the IntelePeer Enhanced 911 Support Service, the emergency personnel receiving the call may not be able to automatically identify the phone number or the physical address from which the call originates. You or your End Users might need to tell the emergency personnel the nature of the emergency, give them the phone number, and describe the physical location. If the call is dropped for any reason, emergency personnel may not be able to call back or find the location.
3. **The Call May Not Reach the Correct Emergency Service If the Service Registers An Incorrect Service Address**
If you register for Enhanced 911 Support Service using an incorrect physical address, emergency calls may be routed to the incorrect emergency service provider. The emergency personnel may not be able to respond to the emergency, transfer the call to the geographically appropriate emergency center or otherwise provide assistance.

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4. The Call May Not Reach the Correct Emergency Services If the Intelepeer Telephone Number Does Not Match Your Actual Geographic Location

Emergency service personnel cannot accurately track the location through our system and it is therefore important that the location registration remains updated. For example, if you live and use your IntelePeer equipment in Virginia where the area code is 703, but your assigned IntelePeer telephone number has an area code of 212, an area code associated with New York City, when you dial 911, you may not be able to reach any emergency personnel. Even if you do reach emergency personnel, you may not be calling the emergency personnel near your actual location (the Virginia caller may be calling emergency services located in New York) and the emergency personnel may not be able to transfer the call to respond to the emergency, or otherwise provide assistance.

5. The Call May Not Reach the Correct Emergency Services If The IntelePeer Equipment Is Moved to a Location Different From the Address Initially Registered

It is important that the location of the Enhanced 911 Support Service is accurately registered every time the IntelePeer equipment is moved. If the IntelePeer equipment is moved to another location without reregistering, when a call is made to 911, the call may not reach any emergency personnel. Even if emergency personnel is reached, the call may not be completed to the emergency personnel near the actual location if the location has not been updated and emergency personnel may not be able to transfer the call, respond to the emergency, or otherwise provide assistance.

6. The Call May Not Reach the Correct Emergency Services If The New Location Is Not Re-Registered Or Call 911 Within [48 Hours] of Updating Your Location

It is important that the location of the Enhanced 911 Support Service is accurately registered every time the IntelePeer equipment is moved. Location changes may take up to 48 hours for the location change to be reflected in our records. During that time, the calls may not reach any emergency service provider or may not reach the correct emergency services provider.

7. 911 Service Will NOT Work If There Is A Power Outage, A Network Outage Or Disruption

Outages in the electricity and problems with the connection, including network congestion, will disrupt the Enhanced 911 Support Service making emergency calling using Enhanced 911 Support Service unavailable.

8. 911 Service Will NOT Work If the Service Is Disconnected

If a service outage occurs due to a suspension of the service account, due to billing issues or for any other reason, the Enhanced 911 Support Service will not be available for making any emergency calls.

I have read and understand the above information regarding the limitations on the Enhanced 911 Support Service.

City of Newport, OR

Customer Name (please print)

Customer Signature

DocuSigned by:
Richard Dutton
AA9884BD57AD49D...

5/9/2013

Date

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INTELEPEER MASTER SERVICES AGREEMENT

This IntelePeer Master Services Agreement and any Attachments or Addenda ("Agreement") is made effective as of the last date signed ("Effective Date") by and between IntelePeer, Inc., a Delaware corporation ("IntelePeer") and City of Newport, OR a municipal corporation ("Customer") (collectively "Parties"). References to IntelePeer, Customer or the Party will include (i) any agent or representative, and (ii) any entity that controls, is controlled by, or is under common control with, such Party, including, but not limited to, having the ability to elect a majority of the governing body ("Affiliate").

RECITALS

A. IntelePeer is a provider of on-demand, cloud-based communications services and advanced applications capabilities, who desires to provide such services to Customer.

B. Customer is a municipal corporation, who desires to purchase services from IntelePeer.

NOW, THEREFORE, the Parties agree as follows:

1. NOTICES

All notices, including, but not limited to, Invoices and Rate Notifications, will be in writing, including electronic mail, sent to the addresses below:

To IntelePeer:	To Company:	With a Copy to (if applicable):
2855 Campus Drive Suite 200 San Mateo, CA 94403 Attn.: CFO Fax No.: 650 403-0818 Email: Contracts@IntelePeer.com	169, SW Coast Hwy Newport, OR 97365 Attn: Fax No.: J.Voetberg@NewportOregon.gov	
Wire or ACH Payments to: COMERICA BANK Routing and Transit #: 121137522 Account #: 1894 280 526 https://www.paypal.com/ Business Name: Intelepeer, Inc Account Type: Business Payments to be remitted to: Billing@intelepeer.com Account#: 1894 280 526	Invoice Delivery Email Address: r.dutton@newportoregon.gov Rate Notification Email Address: r.dutton@newportoregon.gov	

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All address changes received from Customer will be deemed effective upon the earlier of thirty (30) day's prior written notice with confirmed email delivery to billing@intelepeer.com, or the receipt of an Invoice at the changed email address. Customer will be solely responsible for ensuring that any agents or employees of Customer, who initiate address changes, are duly authorized to make changes, as such changes will be binding upon Customer.

2. SERVICES

2.1 Services. Under this Agreement, IntelePeer will use commercially reasonable efforts to provide Customer with the services and facilities as specified in the Attachments ("Services") to route communications, including associated applications and content ("Traffic") as services are available. Nothing in this Agreement will inhibit the right of IntelePeer to deploy, upgrade, migrate and maintain its network or Services in its sole discretion. Services may be subject to additional terms in the IntelePeer tariffs, which are not inconsistent with this Agreement, and may be modified from time to time in accordance with law.

2.2 Interconnection. Customer is responsible for obtaining and paying for any facilities to interconnect with IntelePeer, whether as (i) dedicated private internet protocol connection using SIP signaling; (ii) the public Internet; or (iii) time division multiplexing ("TDM") interface (using SS7 signaling or ISDN PRIs). Each Party will use commercially reasonable efforts to coordinate the identification, investigation, and migration of real-time Traffic flow problems and assist with the isolation and repair of any network failure, including but not limited to technical advice or recommendation of third party technical support, but will have no responsibility or liability related to the other Party's facilities or networks under any circumstances. Customer agrees to route Traffic over separate unique trunk groups as required by IntelePeer in its sole discretion.

2.3 Network and Traffic Integrity.

2.3.1 IntelePeer reserves the right, in its sole discretion and without liability, to temporarily suspend any Services if IntelePeer reasonably suspects that Customer is engaged in an activity, which may potentially disrupt or harm IntelePeer's network or facilities. IntelePeer will use commercially reasonable efforts to provide advance written notice of suspension.

2.3.2 IntelePeer provides its Services subject to the condition that Customer will not use the Services for any unlawful purposes. IntelePeer reserves the right, in its sole discretion and without liability, to temporarily suspend or permanently terminate any Services, in whole or in part, and initiate any other appropriate action to minimize risk of fraud and protect Customer and IntelePeer, if IntelePeer determines or reasonably suspects: (i) fraud, abuse or misuse on Customer's account; (ii) an unusually high volume of calls to invalid destinations, of a duration of less than twelve (12) seconds, or with high attempted calls-per-second on Customer's account in any twenty-four (24) hour period; (iii) use of the Services violates any applicable law; or (iv) if Customer does not maintain a minimum of 100 minutes of usage after ninety (90) days after the Effective Date. IntelePeer will provide written notice of suspension or termination as soon as commercially reasonable, and will work with Customer to determine the validity of any such activity.

2.3.3 Each Party agrees to (i) not alter, conceal, modify, delete, re-originate or re-classify originating calling party information, originating ANI, originating point codes, nature of address, other signaling information, or call detail in any manner; or (ii) not make long distance traffic

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appear to be local traffic or local traffic appear to be long distance traffic. Any violation of this Section constitutes a material breach of the Agreement.

2.3.4 Customer agrees to be solely responsible for any and all Traffic sent from Customer's connection to IntelePeer, and to notify IntelePeer immediately of any unauthorized use of Customer account or other breach of security.

2.4 **Disputes.** The Parties agree to provide written notice of any dispute with sufficient detail and documentation regarding the nature and timing of the dispute to efficiently resolve the dispute. If the Parties cannot reach a resolution within thirty (30) days using commercially reasonable efforts, the dispute will be escalated to a representative from each Party at the Director level or above. Except for Disputed Invoices in Section 4.5, if Party does not report a dispute within one (1) year of the disputed activity, such Party is deemed to have waived all rights associated with the dispute.

3. TERM AND TERMINATION

3.1 **Term.** This Agreement will commence on the Effective Date and will continue for a period of twelve (12) months ("Term"). The Term will automatically renew on a month-to-month basis, until either Party provides thirty (30) days written notice of termination for convenience and all ongoing Services Customer has purchased from IntelePeer expire or terminate.

3.2 **Events of Termination.** Each Party will have the right to immediately terminate this Agreement without liability if the other Party: (i) fails to cure a material breach of this Agreement after expiration of all applicable notice and cure periods, which will be thirty (30) days after written notice if not otherwise set forth herein; or (ii) becomes the subject of a voluntary petition, or an involuntary petition not dismissed within sixty (60) days, in bankruptcy or any proceeding for insolvency, receivership, liquidation, or assignment for the benefit of creditors. Termination under this Section will be a nonexclusive remedy for breach without prejudice to any other right or remedy of such Party.

3.3 **Customer's Material Breach.** Upon any uncured material breach by Customer (including failure to make payments), IntelePeer will have the additional option to immediately: (i) suspend the Services without liability; (ii) terminate the Agreement without liability; (iii) cease accepting or processing orders for the Services; (iv) cease generating call detail information for Customer; (v) enforce any security interest or assurance provided by Customer; and (vi) pursue such other appropriate legal or equitable remedy or relief.

3.4 **Survival.** Sections 6 and 7 will survive termination or expiration of this Agreement. Section 8 will survive for one (1) year after the termination or expiration of this Agreement.

4. RATES, CREDIT AND BILLING TERMS

4.1 **Rates.** IntelePeer will provide the rates, and associated methodology for calculating those rates ("Rating Methodology"), for Services in the Attachments ("Rates"). To initiate a change in Rates, including any overage charges, IntelePeer will notify Customer via email notification from pricing@intelepeer.com to the Rate Notification Delivery Address provided in Section 1 at least thirty (30) days prior to the intended effective date ("Rate Notification"). Customer agrees to be bound by the then-effective Rate Notification. Customer problems in receiving Rate Notifications will not affect the effectiveness of such Rate Notification. Customer's delivery of Traffic to IntelePeer after the effectiveness of a Rate Notification will be deemed acceptance by Customer of the changes to the Rates.

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4.2 **Credit.** Prior to delivery of Services, IntelePeer will conduct a credit review of Customer to verify creditworthiness and establish a credit limit. From time to time as may be warranted by increased volume of business or payment history, IntelePeer, at its sole discretion, may modify the credit limit or require some additional form of security from Customer to continue Services.

4.3 **Billing Terms.** IntelePeer will bill Customer monthly for the preceding month of Services ("Invoice Date"). Undisputed amounts are due and payable thirty (30) days from the Invoice Date ("Due Date"). IntelePeer will send each invoice from billing@intelepeer.com to Customer's email address in accordance with Section 1. Customer must make all payments by ACH electronic funds transfer, wire transfer or PayPal to the account information listed in Section 1.

4.4 **Late Payments.** IntelePeer reserves the right to impose a late payment charge on amounts not paid on or before the Due Date, in the amount of one and one-half percent (1.5%) per month compounded monthly, or the maximum rate allowable by law, whichever is less. IntelePeer will not apply late charges against disputed payments where the Parties agree the dispute was due to an error made by IntelePeer.

4.5 **Disputed Invoices.** Customer will provide written notice to billing@intelepeer.com of any disputed charge, including sufficient detail and documentation reasonably requested by IntelePeer to efficiently resolve the dispute ("Dispute Notice"), within sixty (60) days of the Invoice Date ("Dispute Period"). The Dispute Notice will not relieve Customer of its obligation to pay all undisputed amounts by the Due Date, and will not affect the termination or suspension rights of IntelePeer. If Customer does not provide the Dispute Notice within the Dispute Period, Customer will be deemed to have accepted the invoice, and to have waived any right to dispute the invoice.

4.6 **Taxes.** Customer will pay all sales, use and excise taxes, as well as all regulatory surcharges, customs and duties assessed from any domestic or international jurisdiction due or payable upon the provision, sale or use of Services under this Agreement ("Taxes"). Customer will not be responsible for any real or personal property taxes, income taxes, and occupational fees. Unless Customer provides IntelePeer with sufficient written documentation, including, but not limited to, tax exemption certificates, reseller certifications, and copies of receipts of any such foreign taxes paid, Customer will be responsible for paying all applicable Taxes. In no event will IntelePeer be liable for any claims arising from, or in connection with, Customer's failure to pay any taxes owed by Customer in any jurisdiction.

4.7 **Rounding.** Where applicable, IntelePeer will round the rated amount applied on a per call basis up to the nearest one one-hundredth (1/100) of a cent, which is 4 decimal places or .XXXX. For illustration purposes only, a per-minute Rate of \$ 0.00018 would be rounded to \$ 0.0002.

5. WARRANTY DISCLAIMER.

INTELEPEER DOES NOT WARRANT THAT USE OF SERVICES OR ACCESS TO SYSTEMS WILL BE UNINTERRUPTED OR ERROR-FREE. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, EACH PARTY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

6. INDEMNIFICATION

6.1 Each Party will indemnify, defend and hold harmless the other Party and its officers,

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directors, employees and agents, from and against any and all loss, damages finally awarded, settlement, costs or expense (including reasonable attorney's fees and court costs) resulting from or arising out of any third party claim which: (i) arises from a material breach by the indemnifying Party of any obligation, representation or warranty under this Agreement; (ii) is related to any fine, fee or penalty for negligence, property damage, personal injury, product liability, misrepresentation, misuse, acts or omission arising from activities performed in connection with this Agreement by the indemnifying Party; or (iii) alleges that the Services or Traffic infringe, misappropriate or violate any patents, trademarks, copyrights or other intellectual property rights of persons, firms or entities who are not parties to this Agreement.

6.2 Exclusions. IntelePeer will have no obligations with respect to infringement of intellectual property to the extent any claim arises from Customer: (i) using Services in combination with data, products, programs, services or equipment not authorized by IntelePeer in writing; (ii) not complying with specifications or directions provided by IntelePeer; or (iii) failing to use replacement technology or services provided by IntelePeer to avoid an infringement claim.

6.3 Notice and Assistance. Each Party will provide prompt written notice of any claim for which the other Party may have an indemnification obligation pursuant to Section 6, and will provide the other Party with reasonable assistance in defending such claim.

6.4 SOLE REMEDY. THE FOREGOING ARE INTELEPEER'S SOLE AND EXCLUSIVE OBLIGATIONS, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND.

7. LIMITATIONS OF LIABILITY

7.1 EXCEPT FOR LATE FEES PROVIDED FOR IN SECTION 4, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR REVENUE, LOST SALES, BUSINESS INTERRUPTION, OR COST OF SUBSTITUTED FACILITIES, EQUIPMENT OR SERVICES, OR ANY AMOUNT PREVIOUSLY EXPENDED IN CONNECTION WITH THIS AGREEMENT, OR OTHER ECONOMIC LOSS, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER ANY CLAIM FOR RECOVERY IS BASED ON THEORIES OF CONTRACT, NEGLIGENCE OR TORT, INCLUDING STRICT LIABILITY.

7.2 TOTAL LIABILITY. IN NO EVENT WILL INTELEPEER'S AGGREGATE LIABILITY FOR CLAIMS, ACTIONS, LIABILITIES OR EXPENSES ARISING FROM, OR IN CONNECTION WITH, THIS AGREEMENT EXCEED THE AMOUNT OF PAYMENTS ACTUALLY RECEIVED BY INTELEPEER FOR SERVICES DURING THE TWO (2) MONTHS IMMEDIATELY PRECEDING THE EVENT FROM WHICH LIABILITY AROSE, OR FIFTY THOUSAND DOLLARS (\$50,000.00), WHICHEVER AMOUNT IS LESS.

7.3 Equitable Relief. The Parties agree that disclosure or use of Confidential Information in violation of Section 8 of this Agreement would cause the disclosing Party irreparable injury for which no adequate remedy at law exists. The disclosing Party may seek any equitable relief, including injunction immediately prohibiting such breach.

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8. CONFIDENTIAL INFORMATION

8.1 Incorporation by Reference of Mutual NonDisclosure Agreement. The Mutual Nondisclosure & Evaluation Agreement executed by the Parties on April 9, 2013 is hereby incorporated by reference in its entirety into this Agreement to govern all aspects of the exchange and protection of Confidential Information, as defined therein.

8.2 Publicity and References. The Parties acknowledge and agree that publication of information relating to this Agreement may occur through press releases, articles, interviews, marketing materials, online materials, or speeches ("Publicity"), upon written consent not to be unreasonably withheld. The Parties expressly authorize all routine references to the fact that Customer is a customer of IntelePeer and the general nature of the Services that Customer purchases under this Agreement.

9. GENERAL PROVISIONS

9.1 Governing Law. This Agreement will be governed by and construed in accordance with the laws of California without reference or application of conflict of law rules. The Parties consent exclusively to the jurisdiction and venue of any competent court in the Northern District of California for any legal action arising under this Agreement, and expressly waive any right to a jury trial.

9.2 Assignment. Customer may not assign this Agreement without prior written consent of IntelePeer, which will not be unreasonably withheld, except that Customer may assign the Agreement pursuant to any sale or transfer of substantially all of the business, subject to IntelePeer approving the credit of any surviving entity. The terms and conditions contained in the Agreement will bind and inure to the benefit of the Parties and their respective successor and assigns. Any attempt to assign this Agreement, without such consent, will be null and void.

9.3 Force Majeure. Except for Customer's payment obligations, neither Party will be responsible for any failure or delay in its performance under this Agreement, in whole or in part, due to causes beyond its reasonable control, including but not limited to: acts of God, fire, explosion, vandalism, earthquake or other natural occurrences; any law, order, regulation, action or request of any government entity; any civil or military authority; or any national emergencies, riots, or wars.

9.4 Relationship of Parties. The Parties to this Agreement are independent contractors and do not establish any relationship of partnership, joint venture, franchise, or agency. Neither Party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. No patent, copyright, trademark or other proprietary right is granted or otherwise transferred by this Agreement or any disclosure hereunder, except as set forth in this Agreement.

9.5 Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

9.6 Waiver. The failure by either Party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of any provision in this Agreement.

9.7 Change of Law. In the event, any federal or state legislative or regulatory body or a court of competent jurisdiction issues a law, rule, regulation, or decision changing any material term of this Agreement, including, but not limited to, making a Service illegal or impractical on a commercially

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reasonable basis without unreasonable risk of liability, then upon thirty (30) days written notice IntelePeer may modify the affected terms of this Agreement to comply with the changes.

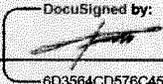
9.8 **Applicable Law.** Each Party will perform its obligations and assert its rights under this Agreement in accordance with all applicable laws and regulations. Each Party is solely responsible for obtaining all licenses, approvals and regulatory authorities necessary for its use or provision of any service associated with this Agreement.

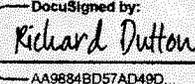
9.9 **Entire Agreement.** This Agreement, including any Attachment(s), constitutes the complete understanding and agreement of the Parties and supersedes all prior or contemporaneous agreements, communications or understandings, oral or written, relating to the subject matter in this Agreement. The rights and obligations of the Parties will inure to Affiliates and may be directly enforced by or against such Affiliates. Electronic signatures will constitute an original signed document as applicable. Except as otherwise set forth in this Agreement, any waiver or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of the Parties. The Parties agree to read any Attachments or other addenda together with this Agreement to avoid inconsistent interpretations. However, in the event of irreconcilable conflicts between the terms of this Agreement and any other document, the order of precedence will be (i) any applicable Rate Notifications; (ii) the Attachments; and (iii) the Agreement. Purchase orders or similar documents relating to Services issued by Customer will have no effect on this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date indicated below by their duly authorized representatives.

IntelePeer, Inc.

Customer

By: 
DocuSigned by:
6D3564CD576C458...

By: 
DocuSigned by:
AA9884BD57AD49D...

Name: Andre Simone

Name: Richard Dutton

Title: CFO

Title: IT Manager

Date: 5/13/2013

Date: 5/9/2013

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ATTACHMENT A CORECLOUD™ OUTBOUND SERVICES

This Attachment A is expressly incorporated into the IntelePeer Master Services Agreement entered into by IntelePeer and Customer (the "Agreement").

1. Service Description. IntelePeer will provide call termination services to deliver voice traffic from an End User's originating equipment to the Customer's network to connect the Customer Interconnection Point to the owner of the dialed number ("CoreCloud™ Outbound Services").

1.1 Local Traffic. CoreCloud™ Outbound Services includes the termination of calls which originates and terminates in the same local calling area based on the "calling number" and the "called number" ("Local Traffic"). IntelePeer will calculate all minute-of-use based Rates on six (6) second minimums with six (6) second increments.

1.2 Long Distance Traffic. CoreCloud™ Outbound Services includes the termination in the United States and Canada of (i) intraLATA calls, which originate and terminate in different local calling areas within the same LATA; and (ii) interLATA calls, which originate in one LATA and terminate in another LATA (collectively "Long Distance Traffic"). IntelePeer will calculate all minute-of-use based Rates on six (6) second minimums with six (6) second increments.

1.3 Other Traffic. CoreCloud™ Outbound Services includes the termination of calls which originate in the United States and terminate in destinations outside of the United States or Canada for which the Rate Notification(s) provide a Rate pursuant to Section 2 ("Other Traffic"), in accordance with IntelePeer's Section 214 license and other applicable export regulations. IntelePeer has divided these destinations into the following categories: (i) Caribbean and U.S. territories including American Samoa, Anguilla, Antigua & Barbuda, Bahamas, Barbados, Bermuda, British Virgin Islands, Cayman Islands, Dominica, Dominican Republic, Grenada, Guam, Jamaica, Montserrat, Northern Mariana Islands, Puerto Rico, St. Maarten (Dutch), St. Vincent Grenadine, St. Kitts & Nevis, St. Lucia, Trinidad & Tobago, Turks & Caicos Islands, and U.S. Virgin Islands; and (ii) all international countries other than Canada or destinations in (i). IntelePeer will provision the categories of Other Traffic Customer has identified in its account on the CloudCentral Customer Portal. IntelePeer reserves the right, in its sole discretion and without liability, to discontinue service to any international routes with a high risk of fraud, upon the issuance of a Rate Notification. IntelePeer will calculate all minute-of-use based Rates on sixty (60) second minimums with sixty (60) second increments for Mexico, and thirty (30) second minimums with six (6) second increments all remaining Other Traffic destinations.

2. Rates. IntelePeer sets forth the Rates for CoreCloud™ Outbound Services below.

2.1 For Local and Long Distance Traffic, the following Rates will apply:

Product IDs	Description	Unit	Rate Per Unit	Monthly Recurring Charge (MRC) per Unit	One Time Charge (NRC) per Unit
CORECLOUD™ OUTBOUND SERVICES					
10000036	Interstate Termination—US Domestic 48, Hawaii and Canada, pay per MOU—Flat Rate	Minute	\$0.0250		
10000036	Intrastate Termination—US Domestic 48, Hawaii and Canada, pay per MOU—Flat Rate	Minute	\$0.0250		
10000038	Local Termination, pay per MOU—Flat Rate	Minute	\$0.0250		

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10000036	Alaska Termination, pay per MOU-Flat Rate	Minute	\$0.2500		
10000030	High Volume/Short Duration Surcharge per Call	Call	\$0.0100		
10000036	Outbound Toll Free	Minute	\$0.0000		

2.2 For Other Traffic, IntelePeer will charge based on the then-effective Rate Notification.

2.3 **Short Duration Surcharge.** If Customer's Outbound Services Traffic fails to meet one or more of the following conditions in a given billing cycle, IntelePeer will charge, without notice and in addition to the Rates for the calls, a surcharge equal to \$0.01 per call, for every call sent by Customer during that billing cycle under this Attachment.

- (i) The total monthly minutes divided by the total completed calls for the month, or Average Call Hold Time ("ACHT"), must not drop below one (1) minute;
- (ii) The total monthly completed calls divided by the total monthly call attempts, or Answer Seizure Ratio ("ASR"), not resulting from any action by IntelePeer, must not drop below fifty percent (50%); or
- (iii) The number of completed calls during any billing cycle, which are six (6) seconds or less in duration, must not exceed more than twenty percent (20%) of the total calls made during that billing cycle.

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**ATTACHMENT B
CORECLOUD™ INBOUND SERVICES**

This Attachment B is expressly incorporated into the IntelePeer Master Services Agreement entered into by IntelePeer and Customer (the "Agreement").

1. Service Description. IntelePeer will provide origination of domestic voice traffic for direct inward dialing ("DID") calls with termination to the Customer interconnection ("CoreCloud™ Inbound Service"). The CoreCloud™ Inbound Service does not include any functionality or features of 911 or E911 service. To obtain E911 service from IntelePeer, Customer must adopt a separate service Attachment.

2. Rates.

2.1 IntelePeer will calculate all minute-of-use based Rates on the number of seconds from when an answer supervision signal is recorded to when a disconnect signal occurs, and will bill in six (6) second minimums with six (6) second increments.

2.2 IntelePeer sets forth the following Rates for CoreCloud™ Inbound Service:

Product IDs	Description	Unit	Rate Per Unit	Monthly Recurring Charge (MRC) per Unit	One Time Charge (NRC) per Unit
CORECLOUD™ INBOUND SERVICES					
10000034	U.S. Domestic 48, pay per MOU-Flat Rate	Minute	\$0.0250		
10000001	Telephone Number Setup Fee	Number			\$0.00
10000002	Telephone Number per Month	Number		\$0.50	
10000003	Telephone Number Port Fee	Number			\$7.00
10000081	Telephone Number Port Fee Expedited (within 48 hrs of FOC)	Number			\$15.00
10000070	Port Cancelation Fee	Number			\$7.50
10000082	Port Cancelation Fee-Expedited (within 48 hrs of FOC)	Number			\$75.00
10000004	Directory Listing Setup Fee	Number			\$10.00
10000005	Directory Listing per Month	Number		\$5.00	
10000008	Caller ID Registration Setup Fee	Number			\$5.00
10000006	Caller ID/Name Delivery per Month	Number		\$2.25	

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**ATTACHMENT C
CORECLOUD™ TOLL FREE SERVICES**

This Attachment C is expressly incorporated into the IntelePeer Master Services Agreement entered into by IntelePeer and Customer (the "Agreement").

1. **Service Description.** IntelePeer will provide origination of domestic voice traffic for toll free calls with termination to the Customer ("CoreCloud™ Toll Free Service").
2. **Rates.**
 - 2.1 IntelePeer will calculate all minute-of-use based Rates on the number of seconds from when an answer supervision signal is recorded to when a disconnect signal occurs, and will bill in six (6) second minimums with six (6) second increments.
 - 2.2 If 10% or more of the Customer's calls are not able to be completed, IntelePeer may impose a surcharge of \$0.05 per call.
 - 2.3 If 10% or more of the Customer's calls are equal to or less than six (6) seconds, IntelePeer may impose a surcharge of \$0.01 per call.
 - 2.4 Customer will certify the percentage of interstate usage to establish jurisdiction for all calls.
 - 2.5 IntelePeer sets forth the following Rates for CoreCloud™ Toll Free Service:

Product IDs	Description	Unit	Rate Per Unit	Monthly Recurring Charge (MRC) per Unit	One Time Charge (NRC) per Unit
CORECLOUD™ TOLL FREE SERVICES					
10000035	Toll Free Service—U.S. Domestic 48, pay per MOU—Flat Rate	Minute	\$0.0250		
10000035	Toll Free Service—U.S. Alaska Flat Rate	Minute	\$0.3500		
10000035	Toll Free Service—U.S. Hawaii Flat Rate	Minute	\$0.0820		
10000035	Toll Free Service—Canada Flat Rate	Minute	\$0.0650		
10000035	Toll Free Service—Puerto Rico Flat Rate (787, 939)	Minute	\$0.1100		
10000035	Toll Free Service—Guam Flat Rate (671)	Minute	\$0.1500		
10000035	Toll Free Service—Saipan Flat Rate (670)	Minute	\$0.2900		
10000035	Toll Free Service—U.S. Virgin Islands Flat Rate (340)	Minute	\$0.1100		
10000012	Telephone Number (RespOrg) Port Fee	Number			\$0.00
10000076	Telephone Number Setup Fee	Number			\$0.00
10000013	Toll Free—Telephone Number per Month	Number		\$0.35	
10000017	National Toll Free Directory Listing Setup Fee	Number			\$20.00
10000018	National Toll Free Directory Listing per Month	Number		\$20.00	
10000071	Prison Phone Surcharge—pay per MOU	Minute	Pass Through		
10000010	Payphone Surcharge per Call	Call	\$0.60		
10000090	Non Complete Surcharge per Call in excess of 10%	Call	\$0.05		
10000077	Number Administration Service Center (NASC) Forced ID Change Fee	Number			\$40.00
10000009	Vanity Number Setup Fee	Number			\$50.00

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**ATTACHMENT D
CORECLOUD™ ENHANCED 911 SERVICES**

This Attachment D is expressly incorporated into the IntelePeer Master Services Agreement entered into by IntelePeer and Customer (the "Agreement").

1. Service Description

1.1 IntelePeer will establish and provide CoreCloud™ Enhanced 911 Services in accordance with this Attachment, which may be supplemented or revised from time-to-time upon thirty (30) days' prior written notice from IntelePeer to Customer. By executing this Attachment, Customer agrees to be solely responsible, and to indemnify IntelePeer, for ensuring the compliance of its End Users with each requirement of the Service outlined herein.

1.2 IntelePeer will provide CoreCloud™ Enhanced 911 Services conditioned upon Customer (i) completing the Set-Up Acknowledgment, Service Limitations Acknowledgment and the Service Certification Form; (ii) providing the respective location data for accurate routing of emergency calls to the most geographically appropriate PSAP by means of the existing 911/E911 infrastructure; (iii) delivering the call back number and valid address to the PSAP during an emergency call using existing 911/E911 infrastructure; and (iv) placing the stickers provided by IntelePeer on each enabled device. Services will provide Customer the ability to load and batch load endpoint location data into the systems connected to the existing 911/E911 infrastructure.

1.3 Customer expressly releases, and will obtain from its End Users waivers releasing, IntelePeer from any claims or liability arising from the provision of the CoreCloud™ Enhanced 911 Services, except with regard to the obligation to ensure that the interconnection trunking arrangements are 911/E911 compatible. Customer bears sole responsibility for providing emergency services to its End Users and for any costs associated with providing these services, including but not limited to the payment of any governmental fees or assessments related to 911/E911 or alternative 911 services. Customer agrees to indemnify and hold IntelePeer and all of its affiliates, subsidiaries, employees, shareholders, agents, vendors, and representatives harmless from any and all claims, damages, suits, costs, charges, or fees (including attorney's fees and court costs) arising from or related to any claims or liability that may arise related to the provision of CoreCloud™ Enhanced 911 Services, or Customer's provision of emergency services to its End Users.

1.4 Customer understands that the Federal Communications Commission and some states may require Customer to obtain affirmative acknowledgement from all of its End Users concerning the differences between the CoreCloud™ Enhanced 911 Services available from IntelePeer, as compared to traditional providers of telecommunications services as well as other disclosures. Customer acknowledges and agrees that it is solely responsible for (i) the execution and maintenance of the relevant affirmative acknowledgements for each endpoint location served by the CoreCloud™ Enhanced 911 Services; (ii) the provision and affixing of labels to all devices at the endpoint location supported by the CoreCloud™ Enhanced 911 Services; and (iii) the compliance with all obligations imposed by federal and state law associated with the provision of emergency services. Customer indemnifies IntelePeer from any liability associated with its failure to comply with any of these obligations in Section 1.

2. Rates

2.1 IntelePeer sets forth the following Rates for CoreCloud™ Enhanced 911 Services:

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Product IDs	Description	Unit	Rate Per Unit	Monthly Recurring Charge (MRC) per Unit	One Time Charge (NRC) per Unit
CORECLOUD™ E911 EMERGENCY SERVICES					
10000028	Enhanced 911 Services per call to ECC	Call	\$75.00		
10000050	Enhanced 911 Services per DID Set Up Fee	Number			\$2.50
10000029	Enhanced 911 Services per DID per Month	Number		\$1.50	

2.2 ECC Charges. If a call is made from a non-provisioned or improperly provisioned telephone number, the call will not be automatically routed to the correct PSAP. Instead, that call will be handled by the backbone provider 24/7 Emergency Call Center (ECC). Customer acknowledges that for emergency call routing involving the ECC, IntelePeer has no ability to assist the caller in the event that (i) the caller cannot speak or identify their address; (ii) the data connectivity between the address database and the ECC is interrupted; or (iii) the Customer cannot provide the endpoint location information. Customer agrees to indemnify and hold harmless IntelePeer from all third party claims arising from such circumstances. Customer must also pay a per-call ECC charge of \$75. Customer acknowledges responsibility for all ECC charges even if erroneous calls are placed by unknown persons accidentally or purposefully. Customers placing five or more calls to the ECC are subject to an additional \$500 fee. The Parties acknowledge that this additional fee represents a good faith estimate of the additional cost, which will be incurred by IntelePeer and not a penalty. IntelePeer may terminate this Attachment and Service, if Customer fails to correct non-provisioned or improperly provisioned telephone numbers and addresses, resulting in the imposition of repeated monthly additional fees.

3. Provisioning. Customer agrees to execute and deliver to IntelePeer the Certification Form for each endpoint location served by the Service, which will enable IntelePeer to work with telecommunications carriers on Customer's behalf for the purpose of establishing any required interconnections between IntelePeer, Customer and the telecommunications carrier in order to provide Services. In no event will IntelePeer be deemed Customer's agent for purposes of responding to or interfacing with PSAPs impacted by the routing and delivery of calls from the Customer or its End Users. The Parties understand and acknowledge that should Customer fail to provide the Certification Form, IntelePeer may not be able to provide the Services, in whole or in part. For each telephone number, for which Customer desires CoreCloud™ Enhanced 911 Services, Customer must provide IntelePeer with the telephone number and a correct and valid emergency response address for that telephone number. Customer must update this information whenever necessary to reflect changes. The required information must be accurately set forth in the Service order to provide full emergency functionality. Customer will provide ANI with every subscriber call presented to IntelePeer for processing. IntelePeer will have no obligation to provide Services with respect to any call that does not include ANI and will not be liable for any claims arising from any efforts undertaken by IntelePeer to provide the Service under such circumstances. Additionally, Customer acknowledges that in regions where Services are provided by means of a non-native 9-1-1 solution, including but not limited to emergency calls which do not flow through the Public Switched Telephone Network selective router and route to the trunk group serving the appropriate PSAP, in the event a caller cannot speak, no information will be provided to the PSAP to contact either IntelePeer or Customer to obtain information on how the call should be handled. Customer agrees to indemnify and hold harmless IntelePeer from all third party claims arising from such circumstances.

4. Limitations. CUSTOMER EXPRESSLY ACKNOWLEDGES AND ACCEPTS ALL LIMITATIONS TO THE ENHANCED 911 SUPPORT SERVICES AND AGREES TO CONVEY THESE LIMITATIONS TO

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ALL PERSONS WHO MAY HAVE OCCASION TO PLACE CALLS OVER THE SERVICE. IF THE ADDRESS ASSOCIATED WITH A TELEPHONE NUMBER CHANGES OR THE "ANI" DELIVERY CHANGES, CALLS MAY BE DIRECTED TO THE WRONG EMERGENCY AUTHORITY, MAY TRANSMIT THE WRONG ADDRESS, OR MAY FAIL ALL TOGETHER. ALL CHANGES REQUIRE INTELEPEER'S PRIOR WRITTEN APPROVAL. EMERGENCY CALLS CAN FAIL IF THERE IS AN ELECTRICAL OUTAGE OR NETWORK ISSUES INCLUDING NETWORK CONGESTION, OR OTHER TECHNICAL PROBLEMS. CALLS WILL FAIL IF THE SERVICE IS SUSPENDED OR TERMINATED. CUSTOMER ACKNOWLEDGES AND AGREES THAT INTELEPEER WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE, ANY INABILITY TO DIAL 911 USING THE SERVICES, OR ANY INABILITY TO ACCESS EMERGENCY SERVICES PERSONNEL.

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**ATTACHMENT E
CORECLOUD™ BUNDLED UC SIP SERVICES**

This Attachment E is expressly incorporated into the IntelPeers Master Services Agreement entered into by IntelPeers and Customer (the "Agreement").

Service Description.

1.1 IntelPeers will provide the CoreCloud™ Bundled UC SIP Services ("CoreCloud™ Bundles") as a unified communications solution for Services identified in this Attachment. For CoreCloud™ Bundles, Customer must interconnect to IntelPeers pursuant to Section 2.2 of the Agreement either through: (i) dedicated internet connection (private IP using SIP signaling); or (ii) the public Internet.

1.2 CoreCloud™ Bundles are packaged products which are ordered, deployed and billed on a concurrent port or user basis. A customer may have multiple trunk groups with a single CoreCloud™ Bundle type configured on each trunk.

1.2.1 Customer may order any number of bundles and may change the number of installed ports on any trunk group at any time. Customer must ensure that they have sufficient port capacity installed. IntelPeers will block any additional calls offered to the CoreCloud™ platform if all Customer ports are in use at the time of the call.

1.2.2 At the end of each billing cycle, IntelPeers will invoice Customer for the peak number of installed ports or users across all trunk groups during the previous billing cycle subject to fair use policies below.

1.3 IntelPeers bundles a number of discrete components into each of the CoreCloud™ Bundles offered, which may be supplemented or revised from time-to-time at IntelPeers's sole discretion. IntelPeers will provide 30 days written notice of any changes to the content of the bundles. IntelPeers will provide any Service components with a Service Attachment in this Agreement pursuant to the terms of that corresponding Attachment. IntelPeers will provide the following Service components as follows:

1.3.1 **Domestic Outbound.** Domestic Outbound includes the delivery of Local and Long Distance Traffic as defined in Attachment A, except for Traffic terminating to Alaska.

1.3.2 **CoreCloud™ Toll-Free.** CoreCloud™ Toll-Free excludes Traffic originating from Alaska, Hawaii and Canada.

2. Rates.

IntelPeers will make available to Customer the Service components of each CoreCloud™ Bundle based on the Rates and associated restrictions listed in this Attachment. IntelPeers will bill Customer the first day of the month for (i) the following month's monthly Rates in advance; and (ii) any previous month's usage, non-recurring or overage charges for Service. IntelPeers will waive any Rates for partial months at the start of the Service(s), but will not pro-rate CoreCloud™ Bundles upon cancellation of Service(s). IntelPeers will charge Customer the following Rates for each CoreCloud™ Bundle ordered:

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CORECLOUD™ BUNDLES	RATING MODEL	PRODUCT ID
CoreCloud™ UC Basic/User	\$7.50 per month	10000130
Domestic Outbound	Included	
CoreCloud™ Toll-Free	Included	
Toll Free Numbers (Assigned or Ported)	Up to 2 per Customer after a minimum of 25 users are ordered Includes Set Up Fee Includes Port Fee	10000013 10000076 10000012
CoreCloud™ Inbound	Included	
DID Numbers (Assigned or Ported)	1 per user Includes Set Up Fee Includes Port Fee	10000002 10000001 10000003
DID - Caller ID Name Delivery	1 per user Includes Set Up Fee	10000006 10000008
DID - Directory Listing	Included	
Enhanced 911 Services	Included	
T38 Fax relay and bypass	Included	
CoreCloud™ UC Basic/Port	\$33.95 per month	10000074
Domestic Outbound	Included	
CoreCloud™ Toll-Free	Included	
Toll Free Numbers (Assigned or Ported)	Up to 2 per Customer after a minimum of 5 ports are ordered Includes Set Up Fee Includes Port Fee	10000013 10000076 10000012
CoreCloud™ Inbound	Included	
DID Numbers (Assigned or Ported)	Up to 10 per port Includes Set Up Fee Includes Port Fee	10000002 10000001 10000003
DID - Caller ID Name Delivery	Up to 10 per port Includes Set Up Fee	10000006 10000008
DID - Directory Listing	Included	
Enhanced 911 Services	Included	
T38 Fax relay and bypass	Included	
CoreCloud™ UC Local/Port	\$15.00 per month	10000102
Domestic Local Traffic	Included	
CoreCloud™ Inbound	Included	
DID Numbers (Assigned or Ported)	Up to 10 per port Includes Set Up Fee Includes Port Fee	10000002 10000001 10000003
DID - Directory Listing	Included	
T38 Fax relay and bypass	Included	

In addition to the Rates outlined above, IntelePeer may charge any applicable fees as otherwise set forth in this Agreement, including but not limited to Taxes and Short Duration Surcharges.

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3. Fair Usage Policy for CoreCloud™ Bundles.

3.1 Calls are included in the Customer's CoreCloud™ Bundles subject to certain fair use criteria that prohibit usage that far exceeds the average usage under each component. Usage that exceeds the usage profiles set forth below will be considered a violation of this Fair Usage Policy.

3.2 For the Services in the CoreCloud™ Bundles with monthly recurring charges based on ports, Customer will not generate total monthly usage in excess of 3,000 minutes for all Services being bundled under this Attachment totaled across all in-service ports. For the Services in the CoreCloud™ Bundles with monthly recurring charges based on users, Customer will not generate total monthly usage in excess of 600 minutes for all user-based Services being bundled under this Attachment totaled across all in-service users. For purposes of this Fair Usage Policy, IntelePeer will count the ports or users in service at the end of the Customer's billing cycle.

3.3 For any Services in the CoreCloud™ Bundles with port restrictions in Section 2 of this Attachment, Customer will not request more than the allocated number of ports available for that component.

3.4 If Customer exceeds any of the Fair Usage Policy criteria above, IntelePeer will invoice Customer an overage charge of \$.025 per minute of use for usage of Services in the Bundle.

3.5 IntelePeer reserves the right to change this Fair Usage Policy at any time. Changes will become effective upon thirty (30) days' written notice. Customer's continued use of Service after expiration of the thirty (30) day period will constitute acceptance to be bound by the terms and conditions of the revised Fair Usage Policy.