RouteLink

Subscriber Agreement

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE PROCEEDING. THESE TERMS AND CONDITIONS CONSTITUTE A BINDING AGREEMENT (THE "AGREEMENT") BETWEEN YOU AND SOMOS. YOU REPRESENT THAT YOU (A) HAVE READ AND UNDERSTOOD THIS AGREEMENT; (B) ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT WITH SOMOS ON BEHALF OF YOUR COMPANY ("COMPANY" or "SUBSCRIBER"); (C) ACCEPT THIS AGREEMENT ON BEHALF OF YOUR COMPANY; AND (D) AGREE THAT YOU AND YOUR COMPANY ARE LEGALLY BOUND BY THESE TERMS AND CONDITIONS.

IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT ON BEHALF OF YOUR COMPANY, DO NOT PROCEED WITH THIS APPLICATION FOR ACCESS AND USE OF THE SERVICES.

1. **Definitions**
   a. "API" means the application programming interface that is provided by Somos under the license terms set forth on Schedule A, attached hereto and incorporated herein, for the purpose of accessing RouteLink and downloading the Routing Database.
   b. "API Specification" means the specification for the API and other requirements for connection to RouteLink that are posted by Somos on its website, as such specification and requirements may be amended from time to time by Somos in its discretion.
   c. "Confidential Information" has the meaning set forth in Section 10.
   d. "Customer" means a person to which a TFN has been assigned by a RespOrg.
   e. "Distributor" means an entity that has been authorized by Somos to redistribute copies of the Routing Database to Network Subscribers.
   f. "Fees" means the amounts payable to access and download the Routing Database as set forth on the RouteLink Pricing Agreement.
   g. "Local Database" means the copy or copies of the Routing Database downloaded by a Subscriber under this Agreement.
   h. "Network Operator" means a person that provides networking services respecting TFN Calls.
   i. "Network Subscriber" or "Subscriber" means a Network Operator that has been authorized by Somos to download the Routing Database for the purpose of providing networking services respecting TFN Calls.
   j. "Responsible Organization" or "RespOrg" means a Responsible Organization as defined in the Tariff.
   k. "RouteLink" means the Routing Database platform provided by Somos.
   l. "Routing Data" means data made available via RouteLink. Routing Data for each TFN includes the identity of the RespOrg enabling the TFN and call processing records used to terminate calls using the TFN.
   m. "Routing Database" means the database of Routing Data for all TFNs that is accessible via RouteLink.

n. "RouteLink Pricing Agreement" means the fee schedule for Subscribers that is posted on this website, as it may be updated by Somos from time to time.

o. "Somos Help Desk" means the support organization that provides service desk support for RouteLink users.

p. "Tariff" means the 800 Service Management System (SMS/800) Functions Tariff FCC No. 1, as amended from time to time by the Federal Communications Commission.

q. "TFN" means a toll-free number that is subject to the Tariff.

r. "TFN Call" is a voice call that is terminated using a TFN.

s. "You" or "your" means Applicant or Subscriber, as required by the context.

2. **Subscription as a Network Subscriber**. You are applying for the Network Subscriber subscription option. If you meet the criteria established by Somos to be a Network Subscriber you will be permitted to download the Routing Database from RouteLink using the API solely for the purpose of routing TFN Calls using the Routing Database.

3. **Subscription Rights and Obligations.**
   a. If Somos has approved you as a Network Subscriber, and subject to payment of the Network Subscriber Fees set forth on the RouteLink Pricing Agreement and your compliance with this Agreement:
      i. Somos hereby grants to you a nonexclusive, nontransferable, non-sublicensable license to (1) access RouteLink using the API; (2) download the Routing Database from RouteLink; and (3) use the Routing Database solely for the purposes of: (i) routing TFN Calls; (ii) performing data analytics and otherwise maintaining your network; and (iii) detecting and preventing fraudulent, abusive, or unlawful use of TFNs.
      ii. You will access and connect to RouteLink and will route TFN Calls in an efficient and effective manner consistent with the standards of the telecommunications industry, using the most recent version of the Routing Database, without discrimination of any kind, including without limitation discrimination as to the persons placing such calls, the location at which calls are initiated or terminated, the RespOrg responsible for the Routing Data or the identity or location of the Customer.
      iii. Your Local Databases will properly route TFN Calls twenty-four (24) hours a day, seven (7) days a week, exclusive of scheduled downtimes and emergency situations, and will have support personnel available on a 24/7 basis. You will provide Somos a minimum of twenty-four (24) hours' notice of any scheduled downtime, including scheduled installations of hardware and software that would impact the interaction of your Local Database with RouteLink. You will ensure that support personnel are available to assist in problem isolation and resolution twenty-four (24) hours a day, seven (7) days a week and will promptly notify Somos of any emergency situations that may arise.

4. **API.**
   Only the API may be used to access RouteLink and download the Routing Database.

5. **Responsibilities of Somos.**
   a. Somos has installed and maintains a security system in RouteLink designed to prevent your Confidential Information (as defined in Section 10 of this Agreement) from being accessible through RouteLink to anyone other than you, Somos and Somos' agents and affiliates. SOMOS DOES NOT WARRANT OR GUARANTEE THAT THE SECURITY SYSTEM WILL PROTECT YOUR CONFIDENTIAL INFORMATION FROM DISCLOSURE.
   b. Somos will provide you with assistance in accessing RouteLink and downloading Routing Data using the API. All requests for such support must be addressed in the first instance by the Somos Help Desk.
   c. Somos will notify you if it detects trouble conditions respecting RouteLink and provide reasonable assistance to you in the prompt analysis and resolution of such trouble conditions; provided, however, that you will be responsible for maintaining your own Internet connection to RouteLink and Somos will not be responsible for monitoring or providing notice to you for your failure to maintain such connection.

6. **Certain Other Subscriber Responsibilities and Agreements.**
   a. You shall comply with RouteLink's connectivity requirements set forth in the API Specification.
   b. You shall download the Routing Data at no more or less than the acceptable frequency for downloading provided in the API Specification. Failure to download the Routing Data within the said parameters may result in additional Fees as shown on the RouteLink Pricing Agreement.
   c. Network Subscribers may maintain up to four (4) copies of the Routing Database within their networks (each copy, a "<u>Local Database</u>"). Network Subscribers may maintain one (1) API connection.
   d. You shall maintain your Local Databases, ensure Internet connection and maintain minimum bandwidth connectivity requirements, all in accordance with the API Specification.
   e. You may not: (1) use the Routing Data for any purpose other than for routing TFN Calls; or (2) disclose, sell, assign, make available, lease or otherwise provide the Routing Data to any third party, except as specifically provided for in this Agreement or as provided for by law or rule, regulation or order of the FCC or other regulatory agency. Further, you may access RouteLink or the Routing Database via the API only. No Local Database may be connected in series to RouteLink, nor may you create a proxy to RouteLink.
   f. You will be responsible for protecting and limiting access to your Local Database and your credentials and will be liable for all unauthorized usage of or access to RouteLink or Routing Data arising from your failure to so limit access. In the event you suspect the compromise of the security of your credentials or unauthorized access to or use of the Routing Data, you agree to immediately notify Somos and cooperate with Somos to remediate the security breach. If requested by Somos, you will change your password(s) and other access credentials within twenty-four (24) hours of Somos' request.
   g. You will not perform any functions using RouteLink, the Routing Database or Routing Data that are not expressly provided for under this Agreement. Except for the creation and maintenance of TFNs used for network testing (typically, 8XX-250-XXXX), you will not use access to RouteLink or the Routing Database to search for or reserve TFNs, or

create or modify records contained within the Routing Database.

    h. Unless otherwise provided in this Agreement, you will not:

        i. modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of RouteLink or the Routing Database;

        ii. reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of RouteLink or the Routing Database or any part thereof;

        iii. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available RouteLink or the Routing Database to any third party for any reason; or

        iv. remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting RouteLink and the Routing Database.

    i. You acknowledge and agree that the API permits Somos to periodically monitor your compliance with this Agreement, including, among other things, verifying that all Local Databases are up-to-date and copies of the Routing Database are accurate. Somos may suspend access and/or require reauthorization for you to access RouteLink for trouble conditions caused by your equipment, communication facilities, or other causes within your control. Somos may suspend or terminate your access to RouteLink and your other rights under this Agreement for cause under Section 17.e if you violate the terms of this Agreement or if you fail to meet Somos' criteria for reauthorization.

7. Branding.

    a. You agree that all services you provide to your customers in connection with RouteLink will indicate that they are provided through the use of RouteLink and the Routing Database. You agree to comply with the standards for the use and placement of the Somos brands, including without limitation the Somos® and RouteLink® marks (collectively, the "Somos Marks"), that are provided from time to time by Somos to all Subscribers.

    b. Somos hereby grants to you a non-exclusive license to use the Somos Marks solely in connection with services provided through use of RouteLink and the Routing Database, and subject to your compliance with Somos' standards for use of the Somos Marks.

    c. You grant to Somos a fully paid-up, royalty-free license to use your name and marks in connection with Somos' promotion of the RouteLink service, for so long as you are using the RouteLink service.

8. Payment; Billing.

    a. **License Fees.** You agree to pay Somos the Network Subscriber Fees set forth on the RouteLink Pricing Agreement. Somos reserves the right to modify the Fees set forth on the RouteLink Pricing Agreement after the first twelve (12) months of service, such change to be effective upon the execution of an amendment to the then-current RouteLink Pricing Agreement. If you do not wish to pay according to the revised Fees, you may, within thirty (30) day period, give written notice to Somos that you wish to terminate this Agreement, such termination to be effective at the end of such thirty (30) day period, subject to your payment in full of all amounts owing prior to the effective date of such termination.

    b. **Invoices.** Somos will render invoices monthly, with payment due thirty (30) days from the date of invoice. Payments due to Somos as provided for in this Agreement shall, when

overdue, be subject to a late payment charge of 1.5% per month (calculated daily). Late payment charges will accrue until all overdue amounts have been paid in full and your account is restored to current status. If the amount of such late payment charge exceeds the maximum permitted by Delaware law for such charge, the late payment charge shall be reduced to such maximum amount.

c. **Taxes**. In addition to the Fees, you shall pay any and all sales or use taxes and other similar duties or levies imposed by any authority, government or government agency (other than property taxes and taxes levied on Somos' net income) in connection with the services provided herein. You may, at your election and upon written notice to Somos, directly contest within the imposing jurisdiction, at your expense, any taxes or assessments that you may deem to be improperly levied under this Agreement. Somos agrees, on your request, to furnish statements evidencing (i) those taxes and assessments for which you are responsible hereunder, (ii) the amount of taxes and assessments that you have paid to Somos and (iii) the amount of such taxes and assessments that Somos has paid to the appropriate taxing authority.

d. In case of disputes regarding billing rendered by Somos, you will pay the undisputed amount and will immediately thereafter negotiate in good faith with Somos a resolution of the amount in dispute. Somos and you will provide each other with supporting information to enable both parties to resolve the dispute. Either party may also, at any time, request a reconciliation of amounts billed and payments made during any appropriate period. Either you or Somos may, should it determine continued negotiation of any dispute to be ineffective, pursue any other remedies available to it at law or in equity. When the dispute is resolved, you or Somos, whichever is applicable, will pay to the other the amount determined to be properly due and owing, together with interest from the original due date. Such interest will be calculated in the manner specified in Section 8.c hereof.

9. **Modifications to RouteLink or API.** When modifications or enhancements to RouteLink or the API that may be made by Somos from time to time will affect your access to RouteLink, Somos will make available updated information sufficiently in advance of the modification or enhancement to provide you a reasonable opportunity to revise your policies and procedures before the effective date of the modification or enhancement.

10. **Confidential Information**
a. As used in this Agreement, the term "Confidential Information" shall mean any information or data of a party which is disclosed by that party (the "<u>Disclosing Party</u>") to the other party (the "<u>Receiving Party</u>") under or in contemplation of this Agreement and which:
    i. if in tangible form or other media that can be converted to readable form, is clearly marked as confidential or proprietary when disclosed; or
    ii. if oral or visual, is identified as confidential on disclosure and is noted in a writing so marked and delivered within ten (10) business days following such disclosure.
    Without limiting the generality of the above, Somos' Confidential Information includes the Routing Database and all Routing Data, tokens and other log-in credentials supplied by Somos to you, all non-public data regarding the operation of RouteLink and of Somos, all of Somos' supporting software systems used in conjunction with RouteLink, and all

Routing Data downloaded by you, which records may also include the Confidential Information of the relevant RespOrg or Customer.

Without limiting the generality of the above, your Confidential Information includes non-public financial and other information submitted to become a Subscriber, your additions to your Local Database (to the extent permitted), provided however that your Confidential Information shall not include such information if it is necessary for the population of the Routing Database, or for the downloading (and updating) of this information by other Subscribers for the provision of exchange and exchange access toll-free service.

b. No information shall be considered Confidential Information to the extent that the Receiving Party can demonstrate that such information: (i) was or becomes available to the public through no breach of this Agreement; (ii) was previously known by the Receiving Party without any restrictions on its use and disclosure; (iii) is received from a third party free to use and disclose such information without restriction; (iv) is independently developed by the Receiving Party without the use of Confidential Information of the Disclosing Party or (v) is approved for release by written authorization of the Disclosing Party, but only to the extent of and subject to such conditions as may be imposed in such written authorization. In addition, Confidential Information will not include any TFN, the status of any TFN, the name of a RespOrg, or the contact information for the RespOrg for any TFN.

c. With respect to Confidential Information, the Receiving Party will:
    i. use the Confidential Information only for the purpose(s) set forth in this Agreement;
    ii. except as expressly permitted under this Agreement, restrict disclosure of the Confidential Information solely to those employees of the Receiving Party and its affiliates, and contractors the Receiving Party that are bound by a confidentiality agreement with the Receiving Party, who, in each case, in the reasonable judgment of the Receiving Party, require such Confidential Information in performing their respective obligations on behalf of the Receiving Party or its affiliates. Such employees and contractors shall not disclose Confidential Information to any other person or entity without the prior written consent of the Disclosing Party, and the Receiving Party shall remain liable for disclosures of Confidential Information by its employees, affiliates, and contractors;
    iii. advise those employees or contractors who gain access to Confidential Information of their obligations with respect to the Confidential Information;
    iv. make only the number of copies of the Confidential Information necessary to disseminate the information to those employees or contractors who are entitled to have access to it, and ensure that all confidentiality notices set forth on the Confidential Information are reproduced in full on such copies;
    v. safeguard the Confidential Information with the same degree of care to avoid unauthorized disclosure as the Receiving Party uses to protect its own similar confidential and Confidential information;
    vi. disclose the Confidential Information, if required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure; provided, however, that the Receiving Party will first notify the Disclosing Party ten (10) days prior to the impending disclosure, or as soon as possible if the Receiving Party has less time to respond, to permit the Disclosing Party to seek appropriate protective

order, unless preventing from giving such notice by the relevant law or regulation; and

vii. disclose the Confidential Information in response to a valid order of a court or other governmental body, but only to the extent of and for the purposes of such order; provided, however, that the Receiving Party will first notify the Disclosing Party of the order unless preventing from giving such notice by the order.

11. Representations and Warranties.

You represent and warrant to Somos that:

a. All information provided to Somos was true, correct and complete at the time of submission and continues to be true, correct and complete during the term of this Agreement;

b. You have the financial and technical resources necessary to perform your obligations fully, completely and without interruption (except for scheduled down-times as provided herein); and

c. You will comply with your obligations as set forth in this Agreement.

12. Disclaimers; Limitations of Liability.

a. **DISCLAIMER OF WARRANTIES**. SOMOS AND ANY SOMOS AFFILIATE MAKE NO REPRESENTATION OR WARRANTY TO YOU OR TO ANY THIRD PARTY, AND YOU AGREE THAT THE USE OF ROUTELINK, THE API, ROUTING DATABASE AND ROUTING DATA IS ENTIRELY AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ROUTELINK, THE ROUTING DATABASE, ROUTING DATA, API AND ANY INFORMATION, PRODUCTS, ENTITIES OR SERVICES PROVIDED OR APPROVED BY SOMOS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND (EXPRESS, IMPLIED OR OTHERWISE). WITHOUT LIMITING THE FOREGOING, SOMOS MAKES NO REPRESENTATION OR WARRANTY THAT (A) ROUTELINK, THE API, ROUTING DATABASE, ROUTING DATA OR PROGRAMS WRITTEN USING THE API TO ACCESS OR INTERACT WITH ROUTELINK WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR ACHIEVE YOUR INTENDED PURPOSES OR WILL OPERATE WITHOUT INTERRUPTION, WILL NOT EXPERIENCE OUTAGES OR OTHERWISE WILL BE TIMELY, SECURE OR ERROR-FREE; (B) THE INFORMATION OR SERVICES OBTAINED THROUGH OR FROM ROUTELINK, THE API, ROUTING DATABASE OR DISTRIBUTORS WILL BE ACCURATE, COMPLETE, CURRENT, ERROR-FREE, SECURE OR RELIABLE OR (C) THAT ANY DEFECTS IN ROUTELINK, THE API, ROUTING DATABASE, ROUTING DATA, DISTRIBUTORS' SERVICES OR PROGRAMS WRITTEN USING THE API TO ACCESS OR INTERACT WITH ROUTELINK, OR DISTRIBUTORS WILL BE CORRECTED. SOMOS MAKES NO REPRESENTATION REGARDING YOUR ABILITY TO TRANSMIT AND RECEIVE INFORMATION FROM OR TO ROUTELINK, OR TO ROUTE TFN CALLS USING THE ROUTING DATA, AND YOU AGREE AND ACKNOWLEDGE THAT YOUR ABILITY TO ACCESS ROUTELINK OR TO ROUTE TFN CALLS MAY BE IMPAIRED. SOMOS DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF PERFORMANCE, COURSE OF DEALING OR FROM

USAGES OF TRADE.

b. **LIMITATION OF LIABILITY**. EXCEPT INSOFAR AS THE FOLLOWING LIMITATION MAY BE PROHIBITED BY APPLICABLE LAW, SOMOS SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR EARNING POWER OR LOSS OF DATA). IN NO EVENT WILL SOMOS BE LIABLE TO YOU FOR LOSSES OR DAMAGES DUE TO ERRORS OR INTERRUPTION IN AVAILABILITY OF ROUTELINK, THE API, ROUTING DATABASE, ROUTING DATA OR DISTRIBUTORS' SERVICES, OR FOR LOSSES OR DAMAGES DUE TO ACTS OR OMISSIONS OF OTHERS, INCLUDING WITHOUT LIMITATION YOUR AND OTHERS' USE OF OR INABILITY TO USE, OR RELIANCE UPON INFORMATION OBTAINED FROM ROUTELINK, THE API, ROUTING DATABASE OR DISTRIBUTORS' SERVICES. SOMOS' TOTAL CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR YOUR USE OF ROUTELINK, THE API, ROUTING DATABASE, ROUTING DATA OR DISTRIBUTORS WILL NOT EXCEED THE LESSER OF (i) THE TOTAL AMOUNT OF FEES RECEIVED BY SOMOS FROM YOU OR ON YOUR BEHALF FOR OR IN CONNECTION WITH THIS AGREEMENT IN ANY TWELVE (12) MONTH PERIOD OR (ii) ONE HUNDRED THOUSAND DOLLARS ($100,000.00). THE DISCLAIMERS AND LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY WHETHER OR NOT SOMOS HAS BEEN NEGLIGENT OR OTHERWISE AT FAULT. THE LIMITATIONS SET FORTH IN THIS SECTION APPLY TO ALL CLAIMS AND CAUSES OF ACTION, WHETHER BASED IN CONTRACT, TORT, STATUTORY OR OTHER LAW.

c. YOU ACKNOWLEDGE AND AGREE THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND SOMOS, AND THAT THESE LIMITATIONS ARE ESSENTIAL TO SOMOS' WILLINGNESS TO MAKE ROUTELINK AND THE API AVAILABLE TO YOU. EACH OF THESE DISCLAIMERS AND LIMITATIONS IS INTENDED TO BE SEPARATELY ENFORCEABLE, REGARDLESS OF WHETHER ANY OTHER REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

d. FOR PURPOSES OF THE FOREGOING DISCLAIMERS AND LIMITATIONS, AS WELL AS THE INDEMNIFICATION IN SECTION 13 BELOW, "SOMOS" INCLUDES THE CORPORATE BODY SOMOS, INC., ITS SUBSIDIARIES AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS AND REPRESENTATIVES.

e. CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THE LAWS OR REGULATIONS OF THESE JURISDICTIONS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

13. **Indemnification.** You agree to indemnify, to hold harmless and to defend at your sole cost and expense Somos, its subsidiaries and their officers, directors, employees, contractors and

representatives from any and all claims, liabilities, damages, losses and expenses, including reasonable attorneys' fees and costs, relating to or arising out of (i) your use or attempted use of any of RouteLink, the API, Routing Database, Routing Data, or Distributor in violation of this Agreement or in excess of the rights granted to you herein; (ii) your violation of any law or rights of any third party; (iii) any claim which if proven would constitute a breach of your warranties to Somos as set forth herein or (iv) any claim by a third party arising from your use of RouteLink, the API, Routing Database, Routing Data or the routing of TFN Calls.

14. **Somos Remedies; Liquidated Damages.** In the event that you are found to be in default of any of the provisions of Sections 3, 4, 0, 6, 6, 7, 10, or 10 and without limitation of any other remedies available to Somos:
    a. Somos may, without waiver or diminution of any and all other remedies available to it, immediately seek injunctive relief, without the necessity of proving irreparable harm or the lack of an adequate remedy at law.

15. **Insurance.** You will maintain throughout the term of this Agreement and for a period of six (6) months thereafter Comprehensive General Liability Insurance, including blanket contractual insurance specifically insuring for the terms of this Agreement, in the amount of at least One Million Dollars ($1,000,000.00 USD) per occurrence for bodily injury and property damage, combined single limit, and Excess Liability, Commercial Umbrella Form in the amount of at least One Million Dollars ($1,000,000.00 USD). Prior to signing this Agreement, Subscriber will provide Somos with a certificate of the insurance specified herein. Subscriber will not cancel this insurance, or make any material change in coverage, without giving Somos at least thirty (30) days' prior written notice.

16. **Term; Suspension; Termination.**
    a. **Term**. This Agreement shall begin when you accept these terms and conditions in the manner provided above and will continue until terminated as provided herein.
    b. **Requirements upon Termination**. Upon termination of this Agreement for any reason, you must (i) pay all amounts owing to Somos hereunder as of the effective date of termination; (ii) delete all copies of the Routing Database and all Routing Data in your possession or control and cease all use of the Routing Data; and (iii) terminate any access to RouteLink.
    c. **Suspension**. If Somos believes that you are in breach of your obligations under this Agreement, of the API Specification or the terms and conditions of the license for the API, Somos may upon notice to you and without liability to you of any kind suspend your access to RouteLink. Such suspension shall last until Somos either determines, in its absolute discretion, that you have cured the breach or terminates this Agreement as provided in this Section 16. Without limiting the foregoing, Somos may require you to re-apply for authorization to access RouteLink as a precondition to resuming your access.
    d. **Termination for convenience**. You may terminate this Agreement for convenience at any time by giving Somos thirty (30) days' notice of termination. Somos may terminate this Agreement for convenience at any time by giving you ninety (90) days' notice of termination.
    e. **Termination for cause**. Either party may terminate this Agreement for cause upon thirty (30) days' written notice to the other party, in the manner provided herein, if the other party

materially breaches its obligations under this Agreement, unless the other party cures the breach within the said thirty (30) day period. The notice shall specify with reasonable particularity the reasons for termination. Notwithstanding the foregoing, Somos may terminate this Agreement immediately upon notice to you if you violate your obligations under this Agreement respecting Somos' Confidential Information, use your access to RouteLink, the API, Routing Database or Routing Data for a purpose not permitted under this Agreement or take other action that Somos believes jeopardizes or will jeopardize the reliability, soundness or reputation of RouteLink, the TFN system or Somos' obligations under the Tariff. If Somos terminates this Agreement for cause, you shall immediately satisfy the requirements set forth in Section 16(b) above. If you terminate this Agreement for cause, your sole remedy, and Somos' sole liability, shall be payment of damages caused by Somos' breach, subject to the limitations on liability set forth in Section 12.

f. All obligations that by their nature survive the expiration or termination of this Agreement, including specifically the Confidential Information section, shall remain in effect after its expiration or termination until such obligations expire according to their respective terms.

17. General.

a. This Agreement does not grant to you any exclusive right to the services or license provided hereunder, and Somos reserves the right to contract with other parties for the provision of these services or license. It is the intent and agreement of the parties hereto that this Agreement is between Somos and you only, and nothing herein contained shall confer upon any third party any rights against Somos, or Somos' subsidiaries, whether under a third party beneficiary in theory or otherwise.

b. Somos may assign, delegate or subcontract this Agreement in whole or in part to one or more subsidiaries, successors, delegates or subcontractors. You may assign this Agreement only with the prior written consent of Somos, which consent may be withheld in Somos' sole discretion. Any assignment in violation of this Section will be void. All rights and obligations under this Agreement inure to the benefit of and are binding upon the heirs, successors, and permitted assigns of the parties.

c. Somos may modify this Agreement to reflect changes to the law or changes to its products and services. Somos will provide advanced notice of such modifications. By continuing to download the Routing Database from RouteLink using the API or using the Routing Database after the modifications come into effect, you agree to be bound by the revised terms.

d. Somos may give notice to you by means of a general notice through RouteLink, electronic mail to your e-mail address on record in RouteLink, "push" notifications or other similar means, or by written communication sent by first class mail to your address on record in RouteLink. You hereby consent to receive all such notifications. You may give notice to Somos and such notice shall be deemed given when received by Somos at any of the following:

  - Electronic mail to routelink@somos.com, with a copy to legal@somos.com; or
  - Letter delivered by first class postage prepaid mail or courier to Somos at the following address:
      Somos, Inc.
      Attn: Legal Department
      4 Lan Drive, 2nd Floor

Westford, MA 01886
U.S.A.

e. Somos shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, failure of carriers or suppliers, government requirement, civil or military authorities, act of God or by the public enemy, or other similar causes beyond the control of Somos (each, a "Force Majeure").

f. No course of dealing or failure of either party to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.

g. The express provision herein for certain rights and remedies is in addition to any other legal and equitable rights and remedies to which the non-defaulting party would otherwise be entitled.

h. This Agreement will be construed and enforced in accordance with the domestic laws of the State of Delaware, and you agree to be subject to the jurisdiction of the courts in the Commonwealth of Virginia in the event a suit is commenced in connection with this Agreement.

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SCHEDULE A

SOMOS API LICENSE AGREEMENT

Thank you for your interest in the API for the Services offered by Somos pursuant to the RouteLink Subscriber Agreement (<u>Agreement</u>"). Because we are committed to protecting our users, we require you to abide by the terms of this API License Agreement (the "<u>API License</u>"). By accessing or using the API in any way you accept the terms of this API License. You represent and warrant that you are authorized to bind your employer to this API License, and you agree that by accessing or using the API in any way you and your employer accept the terms of this API License. The terms "<u>you</u>" and "<u>your</u>" as used herein refer to you and your employer. The terms "<u>we</u>" or "<u>us</u>" as used herein refer to Somos. Capitalized terms not otherwise defined herein will have the definitions as assigned in the Agreement.

1) *Definitions*.
   a) "<u>API</u>" means the application programming interface for the Services.
   b) "<u>Application</u>" means any service, software application, website, interface or other offering that you develop that will use, access or otherwise interact with the Services and/or incorporate any Developer Tools, in whole or in part.
   c) "<u>Content</u>" means the information stored in and retrieved from the Services. Content does not include any information that you obtain independent of Somos and the API.
   d) "<u>Developer Tools</u>" means the API and any and all related tools, documentation, sample code and information made available to you by Somos through the Services or otherwise.
   e) "<u>Tariff</u>" means the 800 Service Management System (SMS/800) Toll-Free Number Registry (TFN Registry) Functions Tariff FCC No. 1, as amended from time to time by the Federal Communications Commission.
   f) "<u>TFN</u>" means a toll-free number that is subject to the Tariff.

2) *License and Permitted Uses*. Subject to your continued compliance with the terms and conditions of this API License, Somos grants to you a limited, revocable, non-exclusive, non-transferable, and non-sublicensable license to use the Developer Tools solely for the purpose of developing Applications that interact with the Services.

3) *Restrictions*. You are granted no rights in addition to those granted in Section 2, and your access to and use of the Developer Tools is further conditioned on the following restrictions:
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