

ROBOCALL TRACEBACK AMENDMENT TO SERVICES AGREEMENT

AMENDMENT EFFECTIVE DATE: MAY 1, 2021

This Robocall Traceback Amendment (this “**Traceback Amendment**”) is entered into by and between Momentum Telecom, Inc., as successor-in-interest to Integrated Broadband Solutions, LLC (“**Momentum**”) and ~~Rio Cablevision (Nova Cablevision)~~ (“**Customer**”) and amends the Services Agreement effective March 19, 2007, including all exhibits, schedules, addenda and amendments thereto (collectively, the “**Services Agreement**”), made by and between Momentum and Customer. This Traceback Amendment will be effective as of the “Amendment Effective Date” shown above.

In order to help restore consumer trust in voice telephone calls by reducing the amount of illegal robocall traffic that U.S. consumers receive, the parties, intending legally to be bound, agree as follows:

1. Robocall Traceback.

(A) *Cooperation with Traceback Requests.* Customer agrees that when it is acting as an upstream provider originating traffic (hereinafter referred to as an “**Originating Provider**”) or upstream provider passing traffic through (hereinafter referred to as a “**Transit Provider**”), if it receives a request from (i) a traceback administrator authorized by the USTelecom Industry Traceback Group (ITG), (ii) Momentum, or (iii) any applicable law enforcement or regulatory authority (hereinafter referred to as a “**Traceback Requestor**”) for information about robocalls that have been sent to a downstream provider or received by a consumer (hereinafter referred to as a “**Traceback Request**”), Customer will promptly respond to the Traceback Request in good faith. Customer agrees that its response shall indicate if it is in the call path as 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). Customer shall also identify the source of the calls to Customer’s network and provide other relevant information relevant to the determination of the source, and, to the extent possible, shall further identify any other upstream providers in the call’s path. Customer agrees to share this information without requiring a subpoena or other formal demand or request. Customer is not required to respond to more than ten (10) Traceback Requests per week from Traceback Requestor(s). In the event Customer fails to promptly respond to Traceback Requests (in no event to exceed three (3) business days), Momentum may, upon not less than fifteen (15) days’ prior written notice to Customer with an opportunity to cure, terminate any services that Momentum is providing to Customer that involve the termination of Customer’s IP calls, including without limitation, SIP Gateway Service, SIP Gateway Outbound Service, and Global IP Connect Service (collectively, referred to as “**IP Termination Services**”).

(B) *Inclusion of Traceback Provisions with Customer’s Upstream Providers.* Customer agrees that, within three (3) months of the Amendment Effective Date (“**Three-Month Period**”), Customer will include terms substantially similar to the terms as set forth in this Traceback Amendment in each of its agreements with its upstream providers (whether Originating Providers or Transit Providers) that require, at a minimum, that Customer’s upstream providers contractually agree to participate in Traceback Requests and that such upstream providers, in turn, require their respective upstream providers to participate as well. In meeting the foregoing obligation, Customer is not required to obligate its upstream providers

to provide information directly to Momentum in response to any Traceback Request. Following the conclusion of the Three-Month Period, Customer will provide a certification that it has met the obligations of this Subsection (B) upon written request from Momentum within ten (10) days of receiving such request. Further, in the event any provider in the call path refuses to respond to a Traceback Request, Customer agrees that a Traceback Requestor may provide all providers in the call path with information sufficient to ascertain the identities of all of the providers in the call path to allow each provider to enforce the traceback participation requirement directly against its upstream provider.

(C) *Illegal Use of IP Termination Services.* Notwithstanding anything to the contrary contained in the Services Agreement, if Momentum determines Customer's IP Termination Services are being used to support illegal robocalling activity, or Customer fails to cooperate with Momentum, to Momentum's reasonable satisfaction, in addressing robocalling activity attributable to Customer's IP Termination Services with a goal of eliminating illegal robocalls, Momentum may, upon not less than thirty (30) days' prior written notice to Customer, terminate any IP Termination Services.

2. Counterparts. This Amendment may be executed in counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
3. Capitalized Terms. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Services Agreement.
4. Electronic Signature. For the avoidance of any doubt, this Amendment may be signed electronically and this Amendment and the signatures may be recorded and stored in an electronic form. Signatures transmitted by .pdf or similar format shall be sufficient to bind the signing party.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

Momentum Telecom, Inc.

DocuSigned by:
By: Tara Kelley
2D833D6544B44AD...
(Signature)

Tara Kelley
(Print Name)

Senior Vice President, white Label
(Title)

5/7/2021
(Date)

[CUSTOMER]

DocuSigned by:
By: Tiffany Wolfe
77BA503D4BCE4E5...
(Signature)

Tiffany Wolfe
(Print Name)

Office Manager
(Title)

5/7/2021
(Date)