

Partial STIR/SHAKEN Implementation and Robocall Mitigation Plan

Breda Telephone Corp.

Prairie Telephone Co., Inc.

BTC, Inc.

Westside Independent Telephone Company

Executive Summary

The purpose of this Partial STIR/SHAKEN Implementation and Robocall Mitigation Plan (RMP) is to implement best practices, procedures, and policies to mitigate or reduce originating illegal traffic (aka robocalls).

Breda Telephone Corp., Prairie Telephone Co., Inc., BTC, Inc., and Westside Independent Telephone Company (Western Iowa Networks) will:

1. Know its customer and will follow the best practices for vetting caller identity as described in the NANC Call Authentication Trust Anchor Working Group as listed below:
 - a. <https://docs.fcc.gov/public/attachments/DOC-367133A1.pdf>
2. Cooperate with traceback requests received from carriers, the registered traceback consortium and law enforcement within 24 hours of receipt of such request.
3. Take steps when notified by the Commission's Enforcement Bureau to mitigate any suspected illegal traffic.
 - a. Investigate suspected illegal traffic.
 - b. Report back to the Enforcement Bureau with the results of said investigation and any mitigation steps taken
 - i. Including whether any of the calls came from another voice service provider with direct access to the U.S. public switched telephone network (PSTN)
4. Prevent any calls being blocked to or from emergency services
5. Implement the following best practices, policies and procedures as part of Western Iowa Networks' RMP

Point of contact for this RMP:

Primary Contact: Chris Nieland
 Title: Director of Operations
 Address: 112 East Main Street, P.O. Box 190, Breda, IA 51436
 Phone: 712-673-2311
 Email: cnieland@westianet.com

Regulatory Background

The Telephone Robocall Abuse Criminal Enforcement and Deterrence Act (TRACED Act) requires voice service providers to implement STIR/SHAKEN authentication on SIP/IP traffic on their networks as well as to implement an RMP on non-SIP/IP traffic (aka TDM traffic) on their network.

The FCC granted a continuing extension for voice service providers with non-IP networks (aka TDM) from implementing STIR/SHAKEN authentication. Below are the rule sections that apply to Western Iowa Networks: :

[§ 64.6304 Extension of implementation deadline.](#)

(a) ***Small voice service providers.***

(2) For purposes of this [paragraph \(a\)](#), “small voice service provider” means a provider that has 100,000 or fewer voice service subscriber lines (counting the total of all business and residential fixed subscriber lines and mobile phones and aggregated over all of the provider's affiliates).

(d) ***Non-IP Networks.*** Those portions of a voice service provider or gateway provider's network that rely on technology that cannot initiate, maintain, carry, process, and terminate SIP calls are deemed subject to a continuing extension. A voice service provider subject to the foregoing extension shall comply with the requirements of [§ 64.6303\(a\)](#) as to the portion of its network subject to the extension, and a gateway provider subject to the foregoing extension shall comply with the requirements of [§ 64.6303\(b\)](#) as to the portion of its network subject to the extension.

§ 64.6303 Caller ID authentication in non-IP networks.

(a) Except as provided in [§§ 64.6304](#) and [64.6306](#), not later than June 30, 2021, a voice service provider shall either:

(1) Upgrade its entire network to allow for the initiation, maintenance, and termination of SIP calls and fully implement the STIR/SHAKEN framework as required in [§ 64.6301](#) throughout its network; or

(2) Maintain and be ready to provide the Commission on request with documented proof that it is participating, either on its own or through a representative, including third party representatives, as a member of a working group, industry standards group, or consortium that is working to develop a non-internet Protocol caller identification authentication solution, or actively testing such a solution.

Regulatory Background (cont'd)

Basis for Exemption

Western Iowa Networks is a “small voice service provider” that has approximately 4,000 voice service subscriber lines aggregated over all of the company's operations. Western Iowa Networks qualifies for the continuing exemption in §64.6304(d) as a portion of its network remains non-IP. Western Iowa

Networks' voice network is currently partial IP and partial non-IP for outgoing traffic to the tandem. For the non-IP portion of its network, it is required to comply with the requirements of §64.6303 (a). This non-IP tandem connection carries some of their traffic to the outside world and relies on a technology that cannot originate, carry, process, or terminate SIP calls.

For the IP portion of its network, it has implemented STIR/SHAKEN and partnered with TransNexus

Meeting §64.6303(a)(2) Obligations

Western Iowa Networks is a member of the NTCA, USTA, and National Exchange Carrier Association (NECA) which act as its third-party representatives to develop a non-internet Protocol caller identification authentication solution. NTCA, USTA, and NECA are members of the ATIS Non-IP Call Authentication Task Force which developed the non-IP call authentication solutions.

Role in the Call Chain

Western Iowa Networks is a voice service provider providing voice service and broadband services to end user customers inside its regulated serving area. Western Iowa Networks has a partial a STIR/SHAKEN obligation at this time due to having both IP network and non-IP network (see above).

Operating Company Number (OCN)

Western Iowa Networks' Operating Company Numbers (OCN) are 1112, 1344, 1335, and 156C. .

Status of participation in the Robocall Mitigation Database (RMD)

Western Iowa Networks has not been prohibited from filing in the RMD.

Commission, law enforcement and/or regulatory action or investigation related to spoofing or suspected unlawful robocalls

Western Iowa Networks has not been involved in any Commission, law enforcement and/or regulatory action related to spoofing or suspected unlawful robocalls. Western Iowa Networks has not been removed from the RMD and precluded from refiling due to deficiencies needing to be cured. Western Iowa Networks authorization has not been revoked due to continuing violations of the Commission's robocall mitigation rules.

Prior two years status

In the past two years Western Iowa Networks has not been the subject of a formal Commission, law enforcement and/or regulatory action or investigation with accompanying findings of actual or suspected wrongdoing due to Western Iowa Networks transmitting, encouraging, assisting, or otherwise facilitating illegal robocalls or spoofing, related to spoofing or suspected unlawful robocalls.

Know your upstream provider

Western Iowa Networks has connections to Aureon, Sinch, OmniTel, and Lumen. Western Iowa Networks is aware of the previously mentioned companies' RMD procedures which can be found in the FCC Robocall Mitigation Database.

Know your Customer

Western Iowa Networks takes the following steps to prevent new and existing customers from originating robocalls over its network:

- All or Most of Western Iowa Networks' subscribers are defined as a "direct" retail consumer or commercial end users located inside its serving areas
 - These subscribers are best defined as residential and small business customers and Western Iowa Networks:
 - Validates the residential or business customer's identity
 - Validates the physical location which will be the fixed location where service is established
- Western Iowa Networks currently does not have any commercial VoIP customers; however, if applicable, Western Iowa Networks will gather the following information as reasonably practical to "Know your Customer":
 - Physical business location
 - Contact person's information
 - State or country of incorporation
 - Federal tax ID number
 - Nature of the customer's business
- Western Iowa Networks does not offer service currently to wholesale subscribers

Robocall Mitigation Plan (RMP)

Robocall Mitigation Efforts: Long Distance, Local and/or EAS Traffic

Western Iowa Networks uses a third-party administrator, Aureon, for call analytics systems used to identify and block illegal traffic. Aureon, an end-to-end technology solutions organization, provides a Caller Identification Authentication (CIDA) service which includes Outbound Shield technology. This Outbound Shield uses a curated list of high-risk phone numbers and detects invalid numbers. If the calling number has been reported as spam, the calling number will be prevented from completing outbound calls. Aureon has implemented Do Not Originate (DNO) policy into its service which blocks calls traversing their network based off the DNO list.

See Appendix A for a copy of the certification by Western Iowa Networks for Aureon's CIDA service.

Western Iowa Networks uses a third-party administrator, TransNexus, for STIR/SHAKEN used to identify and block illegal traffic on the VoIP/SIP portion of its network. TransNexus has implemented Do Not Originate (DNO) policy into its service which blocks calls traversing their network based off the DNO list.

See Appendix B for a copy of the certification by Western Iowa Networks for TransNexus STIR/SHAKEN service.

Western Iowa Networks has implemented the following best practices, policies and procedures to mitigate unlawful illegal traffic (robocalls):

- Know its customer and will follow the best practices for vetting caller identity as described in the NANC Call Authentication Trust Anchor Working Group as listed below:
 - <https://docs.fcc.gov/public/attachments/DOC-367133A1.pdf>
- Cooperate with traceback requests received from carriers, the registered traceback consortium and law enforcement
- Take steps when notified by the Commission's Enforcement Bureau to mitigate any suspected illegal traffic
- Investigate suspected illegal traffic
 - Report back to the Enforcement Bureau with the results of said investigation and any mitigation steps taken
 - Including whether any of the calls came from another voice service provider with direct access to the U.S. public switched telephone network (PSTN)
- Prevent any calls being blocked to or from emergency services
- All calls that originate from our switch are required to be a number associated with our switch
- Thresholds have been set up on all trunks that will notify our IT dept with an alarm if they are maxing out, to help identify robocalling

Appendix A Third Party Service Agreements



7760 Office Plaza Drive South
West Des Moines, Iowa 50266

PRODUCT EXHIBIT CALLER ID AUTHENTICATION

This Product Exhibit for Caller ID Authentication is made on February 1st, 2021 (the "Effective Date") by and between Iowa Network Services, Inc. DBA Aureon Network Services, an Iowa corporation (Aureon), and Breda Telephone Company (Customer). This Product Exhibit and any referenced appendices and the Product Description Schedules for services named in this Product Exhibit, are attached to and by this reference made part of the Master Services Agreement ("MSA") between Iowa Network Services, Inc. DBA Aureon Network Services (Aureon) and Breda Telephone Company (Customer) dated September 9th, 2010. Aureon and Customer may be referred to herein individually as a "Party" and jointly as the "Parties".

1. RATES

The Subject to Aureon's right to adjust rates under Section 3 of this Product Exhibit, Customer agrees to pay Aureon for the Service at the following rates for the applicable billing periods:

Monthly Rate (MRC): \$400.00

List of Customer OCN(s): 1112, 156C, 1344, 1335

2. INSTALLATION AND IMPLEMENTATION

Customer agrees to pay Aureon a one-time Installation and Implementation fee to be billed upon Service Commencement.

Installation (NRC): \$1,000.00

3. RATE ADJUSTMENTS

Aureon shall have the right to terminate the Service under this Agreement if Aureon decides to discontinue the product line described in the Product Description Schedule. For termination under this section, Aureon will provide written termination notice to Customer at least sixty (60) days before discontinuing Service. Customer may, at its discretion, terminate this Agreement at any time after receiving notice of termination from Aureon.

4. TERM AND RENEWAL

- a. This Product Exhibit shall become effective as of the Effective Date.
- b. The Term of this Product Exhibit will be thirty-six (36) months commencing on Service Commencement. It shall thereafter renew in successive terms of one (1) year each, subject to the right of either Party to terminate this Product Exhibit by giving
- c. the other party written notice of termination no less than sixty (60) days prior to the expiration of the then current term. The initial term and each renewal term shall be referred to collectively as the "term."
- d. The Service Commencement shall be defined as the earlier of the date that services begin or the date that Service could have begun absent delays on the part of the Customer.
- e. Billing shall commence on the Service Commencement.

CALLER ID AUTHENTICATION
PROPRIETARY AND CONFIDENTIAL

1



7760 Office Plaza Drive South
West Des Moines, Iowa 50266

- f. In the event of Customer's early termination of this schedule, Customer shall pay Aureon a termination fee equal to the remaining payments under this Product Exhibit for the remainder of the then effective term, including any extension or extensions.

5. BILLING AND PAYMENT

- a. Any amounts due to Aureon under this Product Exhibit shall be due and payable upon receipt by Customer of an invoice, statement or other notice ("Invoice") as described in the Master Services Agreement ("MSA").
- b. If Customer disputes an Aureon Invoice, Customer shall nonetheless make payment in accordance with the Invoice as submitted. Customer shall have the right to dispute any amount invoiced and paid, and must notify Aureon and Customer's billing service provider, if any, in writing of its dispute within 60 calendar days of the date of the Invoice, or the right to dispute shall be waived. Parties shall make a reasonable effort to resolve the dispute within 30 days of the written notice of dispute.
- c. Any adjustment related to a disputed amount shall be reflected on the next Aureon Invoice issued after resolution. If the dispute is ultimately resolved in favor of Customer, Customer shall be entitled to adjustment from Aureon in accordance with the terms of the resolution.

6. ACKNOWLEDGEMENT OF AGREEMENT

Each Party acknowledges that it has read this Product Exhibit, understands it, and has the authority to accept the conditions as written. Each Party acknowledges that it has full power and authority to enter into and perform this agreement, and that the individual or individuals executing this agreement on behalf of each party have been properly authorized and empowered to enter into this agreement.

By executing this Product Exhibit both Parties agree to the conditions set forth in the MSA, the Product Description Schedule and this Product Exhibit.

Breda Telephone Company

112 East Main Street

Breda, IA 51436

(Company Legal Name)

Name: Jeff Railand

Signature: [Signature]

Title: CEO

Date: 4-18-22

Aureon Network Services

7760 Office Plaza Drive South

West Des Moines, IA 50266-2336

Name: Carey Stover

Signature: [Signature]

Title: SVP - Finance

Date: 4/25/2022

CALLER ID AUTHENTICATION
PROPRIETARY AND CONFIDENTIAL

2

Appendix B Third Party Service Agreements

ClearIP End User License Agreement (EULA)

ClearIP® is a cloud-based software-as-a-service platform provided by TransNexus, Inc. Anyone who accesses the ClearIP web interface is a user of the service and must agree to the terms and conditions of this End User License Agreement (EULA). By accessing or using ClearIP or its Application Program Interface (API), you represent that you are of legal age and have the authority to bind your company, organization and affiliates to the terms of this EULA.

1. ACCESS AND USE OF THE SERVICES.

1.1. Right to Use Services. You agree to use the ClearIP service in accordance with the use levels by which we measure, price and offer as posted within the ClearIP web interface, on our website or your Order. You may use our Services only as permitted in these Terms. We grant you a limited right to use ClearIP. If your affiliates use ClearIP, you warrant that you have the authority to bind those affiliates and you will be liable if your affiliates do not comply with the Agreement. ClearIP software and websites are provided via equipment and resources located in the United States and other locations throughout the world and you consent to having telecom signaling data and call detail records processed by us in the United States and other locations throughout the world.

1.2. Limitations on Use. By using ClearIP, you agree on behalf of yourself, your users and your attendees, not to (i) modify, prepare derivative works of, or reverse-engineer ClearIP; (ii) knowingly or negligently use ClearIP in a way that abuses or disrupts our networks, user accounts, or the ClearIP service; (iii) use the Services in violation of our policies, applicable laws, or regulations.

1.3. No caching, copying or redistribution of data. The ClearIP service includes access to, and use of proprietary data created or compiled by TransNexus or third parties. This data includes number portability data, local exchange routing guide data, blacklists, whitelists, Caller ID (CNAM), calling number reputation and other data that may be added to the service. By using the ClearIP service, you agree to not cache, copy or redistribute any data provided by the ClearIP service.

1.4. Changes to Services. We reserve the right to enhance or modify features of ClearIP but will not materially reduce the core functionality or discontinue any ClearIP

feature unless we provide you with prior written notice. We may offer additional functionality to ClearIP or premium feature improvements for an additional cost.

1.5. Proprietary Rights and TransNexus Marks. You acknowledge that TransNexus retains all proprietary rights, title and interest in ClearIP, our name, logo or other marks (together, the “**TransNexus Marks**”), and any related intellectual property rights, including, without limitation, all modifications, enhancements, derivative works, and upgrades thereto. You agree that you will not use or register any trademark, service mark, business name, domain name or social media account name or handle which incorporates in whole or in part the TransNexus Marks or is similar to any of these.

2. ORDERS, FEES AND PAYMENT.

2.1 Orders. Customers may order ClearIP using our then-current ordering processes (“**Order**”). If no order is explicitly specified, then the user’s initial login to the ClearIP web interface will constitute their order on behalf of their firm or organization. All Orders are effective on the earlier of (i) the date you accept this click-through EULA from the ClearIP web interface, (ii) the date you submit your Order, (iii) the date you convert from a services trial, or (iv) the date on the signature block of the Order (“**Effective Date**”). TransNexus acceptance of your Order may be subject to our verification and credit approval process. Each Order shall be treated as a separate and independent Order.

2.2. Fees and Payment. You agree to pay all applicable, undisputed fees for ClearIP as set forth on the invoice. Except as set forth in Section 3.3 below, any and all payments you make to us for access to ClearIP are final and non-refundable. You are responsible for all fees and charges imposed by your data transmission providers related to your access and use of ClearIP. You are responsible for providing accurate and current billing, contact and payment information to TransNexus. You agree that we may take steps to verify whether your payment method is valid, charge your payment card or bill you for all amounts due for your use of ClearIP, and automatically update your payment card information using software designed to do so in the event your payment card on file is no longer valid. You agree that your credit card information and related personal data may be provided to third parties for payment processing and fraud prevention purposes. We may suspend or terminate your ClearIP account and service if at any time we determine that your payment information is inaccurate or not current, and you are responsible for fees and overdraft charges that we may incur when we charge your card for payment. We reserve the right to update the price for ClearIP at any time and price changes will be

effective as of your next billing cycle. We will notify you of any price changes by publishing on our website, emailing, quoting or invoicing you.

2.3. Sales, Promotional Offers, Coupons and Pricing. Sales, promotions and other special discounted pricing offers are temporary, and, upon the renewal of your subscription, any such discounted pricing offers may expire. We reserve the right to discontinue or modify any coupons, credits, sales and special promotional offers in our sole discretion.

2.4. Disputes; Delinquent Accounts. You must notify us of any fee dispute within 15 days of the invoice date, and once resolved, you agree to pay those fees within 15 days. We may also suspend or terminate your ClearIP account if you do not pay undisputed fees, and you agree to reimburse us for all reasonable costs and expenses incurred in collecting delinquent amounts.

2.5. Taxes and Withholding. You are responsible for all applicable sales, services, value-added, goods and services, withholding, tariffs and similar taxes (collectively, "**Taxes**") imposed by any government entity or collecting agency based on the Services, except those Taxes based on our net income, or Taxes for which you have provided an exemption certificate. We reserve the right to gross up the price for ClearIP in any invoice, or require you to gross up your payment, if your withholding obligations prevent us from receiving the amount specified in the Order. Additionally, if you do not satisfy your Tax obligations, you agree that you will be required to reimburse us for any Taxes paid on your behalf, and we may take steps to collect Taxes we have paid on your behalf. In all cases, you will pay the amounts due under this Agreement to us in full without any right of set-off or deduction.

2.6. Prepayment. TransNexus may require prepayment in order to provide some or all ClearIP services. Additionally, TransNexus may offer customers prepayment terms.

3. TERM AND TERMINATION.

3.1. Term. Your initial term commitment for any Order ("**Initial Term**") will be specified in the Order, or if no term is specified, your Initial Term will be month to month from the first full month you, or anyone in your organization, has access to the ClearIP web interface. Effective Date of the Order and will automatically renew for each month ("**Renewal Terms**"), unless either party provides notice of non-renewal of the Order 30 days before the current term expires. We may agree to align the invoicing under multiple Orders, but this will not reduce the term of any Order.

Terminating a ClearIP account does not affect the term of any other ClearIP account still in effect. If we permit you to reinstate ClearIP service at any time after termination, you agree that you will be bound by the then-current Terms and the renewal date that was in effect as of the effective termination date.

3.2. Termination for Cause. Either party may terminate the Agreement (i) if the other party breaches its material obligations and fails to cure within 30 days of receipt of written notice, or (ii) if the other party becomes insolvent or bankrupt, liquidated or is dissolved, or ceases substantially all of its business, and we may suspend access or terminate immediately if you breach *Section 1.2, 4 or 5*.

3.3. Effect of Termination. If this Agreement or any ClearIP account is terminated, you will immediately discontinue all use of ClearIP, except that upon request, we will provide you with limited access to the Services for a period not to exceed 30 days, solely to enable you to retrieve your Data from ClearIP. We have no obligation to maintain your Data after that period. Neither party will be liable for any damages resulting from termination of the Agreement, and termination will not affect any claim arising prior to the effective termination date. If we discontinue ClearIP in accordance with Section 3.2 above, the related Order will be terminated, and we will provide you with a pro rata refund of any prepaid, unused fees. You agree to pay for any use of the Services past the date of expiration or termination.

3.4. Survival. The provisions of *Sections 2 (Orders, Fees and Payment), 3.3 (Effect of Termination), 4 (Your Data and Accounts), 7 (Indemnification), 8 (Limitation on Liability), 9.5 (No Class Actions), 9.12 (Class Action Waiver), and 9.8 (Notices)* survive any termination of this Agreement.

4. YOUR DATA AND ACCOUNTS.

4.1. Your Data. You retain all rights to your Data, and we do not own or license your Data. You grant us a non-exclusive, worldwide, royalty-free, license to use, modify, reproduce and distribute your Data, only as required to provide the ClearIP service to which you have subscribed, and you warrant that (i) you have the right to grant us the license, and (ii) none of your Data infringes on the rights of any third party. Each party agrees to apply reasonable technical, organizational and administrative security measures to keep Data protected in accordance with industry standards. We will not view, access or process any of your Data, except: (x) as directed or instructed by you or your users, or (y) as required to comply with our policies, applicable law, or governmental request. You agree to comply with all legal duties applicable to you as a data controller by virtue of the submission of your Data within the Services. If your

Data is subject to EU data protection laws and is processed by us as a data processor acting on your behalf (in your capacity as data controller), we will use and process your Data in order to provide the Services and fulfill our obligations under the Agreement, and in accordance with your instructions as represented in this Agreement. Notwithstanding anything to the contrary, this Section 4.1 expresses the entirety of our obligations with respect to your Data. **"Data"** means any of your, or your users' or data that is provided to service in the form of SIP INVITEs, Call Detail Records or any other data provided to fulfill your account and the ClearIP service provided.

4.2. Your Accounts. You are solely responsible for (i) all use of ClearIP by you, your users, your organization and affiliates, (ii) obtaining consent from your users to the collection, use, processing and transfer of Data, and (iii) providing notices or obtaining consent as legally required in connection with ClearIP. We do not send emails asking for your usernames or passwords, and to keep your accounts secure, you should keep all usernames and passwords confidential. We are not liable for any loss that you may incur if a third party uses your password or account. We may suspend your ClearIP account or terminate your Agreement if you, your users, organization or affiliates are using ClearIP in a manner that is likely to cause harm to us. You agree to notify us immediately and terminate any unauthorized access to ClearIP or other security breach.

5. COMPLIANCE WITH LAWS.

5.1. Compliance with Laws. In connection with the performance, access and use of the Services under the Agreement, each party agrees to comply with all applicable laws, rules and regulations including, but not limited to export, privacy, and data protection laws and regulations. If necessary and in accordance with applicable law, we will cooperate with local, state, federal and international government authorities with respect to the Services. Notwithstanding any other provision in these Terms, we may immediately terminate the Agreement for noncompliance with applicable laws.

6. WARRANTIES.

6.1. Warranties. The ClearIP service is a tool for detecting fraudulent phone calls, call routing, call reporting and other services. TransNexus provides no guarantee for any ClearIP feature or that the ClearIP service will detect or stop fraudulent calls, calls used to perpetrate fraud, toll fraud, traffic pumping or theft of your telecom service. We warrant that the services will conform to the service descriptions and levels under normal use. We do not represent or warrant that (i) the use of our services will be

timely, uninterrupted or error free, or operate in combination with any specific hardware, software, system or data, (ii) our services will meet your requirements, or (iii) all errors or defects will be corrected. Use of the services is at your sole risk. Our entire liability and your exclusive remedy under this warranty will be, at our sole option and subject to applicable law, to provide conforming services, or to terminate the non-conforming services or the applicable order and provide service credits or a pro-rated refund of any prepaid fees from the period of non-conformance through the end of the remaining term. To the extent permitted by applicable law, we disclaim all other warranties and conditions, whether express, implied, statutory or otherwise, including any express or implied warranties of merchantability, satisfactory quality, title, fitness for a particular purpose and non-infringement.

7. INDEMNIFICATION.

7.1. Indemnification. You will indemnify and defend TransNexus against any claims from your customers. You will also indemnify and defend TransNexus against any third-party claim resulting from a breach of Section 1.2 or 4, or alleging that any of your Data infringes upon any patent or copyright, or violates trade secret or privacy rights of any party, and you agree to pay reasonable attorney's fees, court costs, damages finally awarded, or reasonable settlement costs with respect to any such claim. We will promptly notify you of any claim and cooperate with you in defending the claim. You will reimburse us for reasonable expenses incurred in providing any cooperation or assistance. You will have full control and authority over the defense and settlement of any claim, except that: (i) any settlement requiring us to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (ii) we may join in the defense with our own counsel at our own expense.

8. LIMITATION ON LIABILITY.

8.1. Limitation on Indirect Liability. Neither party will be liable to the other party or to any other person for any indirect, special, consequential or incidental loss, exemplary or other damages, whether direct or indirect, arising out of or relating to: (i) loss of data, (ii) loss of income, (iii) loss of opportunity, (iv) lost profits, (v) costs of recovery or any other damages, however caused and based on any theory of liability, including, but not limited to, breach of contract, tort (including negligence), or violation of statute, whether or not such party has been advised of the possibility of damages. Some jurisdictions do not allow limitation or exclusion of liability for incidental or consequential damages, so some of the above limitations may not apply.

8.2. Limitation on Amount of Liability. Except for your breach of sections 1.2 or 4 and your indemnification obligations, and to the extent permitted by applicable law, the total cumulative liability of either party and their respective licensors and suppliers arising out of this agreement is limited to the sum of the amounts paid for the applicable service during the 1 months immediately preceding the incident giving rise to the liability. The foregoing does not limit your obligations to pay any undisputed fees and other amounts due under any order.

9. ADDITIONAL TERMS.

9.1. Free Services and Trials. Your right to access and use any free Services is not guaranteed for any period of time and we reserve the right, in our sole discretion, to limit or terminate your use of any free or basic versions of any Services by any individual or entity. If you are using the Services on a trial or promotional basis ("**Trial Period**"), your Trial Period and access to the Services will terminate (i) at the end of the Trial Period stated in your Order, or (ii) at the exhaustion of any free usage provided as a first month billing credit, (iii) or upon your conversion to a subscription. Following expiration of the Trial Period, ClearIP services may automatically continue unless you provide notice of cancellation to us, and you are responsible for payment of the applicable Fees set forth on the ClearIP web interface. During the Trial Period, to the extent permitted by law, we provide the Services "AS IS" and without warranty or indemnity, and all other terms otherwise apply. We may modify or discontinue any trials or promotions at any time without notice.

9.2. Third Party Features. The Services may be linked to third party sites or applications ("**Third Party Services**"). We are not responsible for and do not endorse Third Party Services. You have sole discretion whether to purchase or connect to any Third-Party Services and your use is governed solely by the terms for those Third-Party Services.

9.3. Beta Services. We may offer you access to beta services that are being provided prior to general release, but we do not make any guarantees that these services will be made generally available ("**Beta Services**"). You understand and agree that the Beta Services may contain bugs, errors and other defects, and use of the Beta Services is at your sole risk. We have no obligation to provide technical support, and we may discontinue provision of Beta Services at any time in our sole discretion and without prior notice to you. These Beta Services are offered "as-is", and to the extent permitted by applicable law, we disclaim any liability, warranties, indemnities, and conditions, whether express, implied, statutory or otherwise. If you are using Beta Services, you agree to receive related correspondence and updates from us and

acknowledge that opting out may result in cancellation of your access to the Beta Services. If you provide feedback ("**Feedback**") about the Beta Service, you agree that we own any Feedback that you share with us. For the Beta Services only, these Terms supersede any conflicting terms and conditions in the Agreement, but only to the extent necessary to resolve conflict.

9.4. **Copyright.** If you believe that our Services have been used in a way that constitutes copyright infringement, you should contact the TransNexus Legal Department at the TransNexus address listed on the TransNexus web site.

9.5. **No Class Actions.** You may only resolve disputes with us on an individual basis and you agree not to bring or participate in any class, consolidated, or representative action against us or any of our employees or affiliates.

9.6. **Security Emergencies.** If we reasonably determine that the security of ClearIP or infrastructure may be compromised due to hacking attempts, denial of service attacks, or other malicious activities, we may temporarily suspend the operation of ClearIP and we will take action to promptly resolve any security issues. We will notify you of any suspension or other action taken for security reasons.

9.7. **Assignment.** Neither party may assign its rights or delegate its duties under this Agreement either in whole or in part without the other party's prior written consent, which shall not be unreasonably withheld, except that either party may assign this Agreement to an affiliated entity, or as part of a corporate reorganization, consolidation, merger, or sale of all or substantially all of its assets. Any attempted assignment without consent will be void. This Agreement will bind and inure to the benefit of each party's successors or assigns.

9.8. **Notices.** Notices must be sent by personal delivery, overnight courier or registered mail. We may also provide notice to the email last designated on your account, electronically via postings on our website, in-product notices, or our self-service portal or administrative center. Unless specified elsewhere in this Agreement, notices should be sent to us at the address for your applicable contracting entity, with a copy to our Legal Department at the TransNexus mailing address listed on the TransNexus website. We will send notices to the address last designated on your account. Notice is given (a) upon personal delivery; (b) for overnight courier, on the second business day after notice is sent, (c) for registered or certified mail, on the fifth business day after notice is sent, (d) for email, when the email is sent, or (e) if posted electronically, upon posting.

9.9. Entire Agreement; Order of Precedence. This Agreement, including your Order and related invoices for ClearIP services, these Terms, Service and Support Level Descriptions, sets forth the entire agreement between us relating to ClearIP and supersedes all prior and contemporaneous oral and written agreements, except as otherwise permitted. If there is a conflict between an executed Order, these Terms and the Service and Support Level Descriptions, the conflict will be resolved in that order, but only for the specific Services described in the applicable Order. Nothing contained in any document submitted by you will add to or otherwise modify the Agreement. We may update the Terms from time to time, which will be identified by the last updated date, and may be reviewed at Terms of Service link on the ClearIP web interface. Your continued access to and use of the Service constitutes your acceptance of the then-current Terms.

9.10 General Terms. If any term of this Agreement is not enforceable, this will not affect any other terms. Both parties are independent contractors and nothing in this Agreement creates a partnership, agency, fiduciary or employment relationship between the parties. No person or entity not a party to this Agreement will be a third-party beneficiary. Our authorized distributors do not have the right to modify this Agreement or to make commitments binding on TransNexus. Failure to enforce any right under the Agreement will not waive that right. Unless otherwise specified, remedies are cumulative. The Agreement is agreed to online using the click-through license agreement of the ClearIP web interface or executed by electronic signature and in one or more counterparts. No party will be responsible for any delay or failure to perform under the Agreement due to force majeure events (e.g. natural disasters; terrorist activities, activities of third party service providers, labor disputes; and acts of government) and acts beyond a party's reasonable control, but only for so long as those conditions persist.

9.11 Choice of Law and Forum. This Agreement, including all claims relating to or arising out of the Agreement, are governed by the laws of Georgia, without regard to Georgia's conflict or choice of law provisions. If the Class Action Waiver set forth in Subsection 9.12 is not enforceable in arbitration, or if the Dispute Resolution procedure laid out in Subsection 9.13 is unenforceable or does not apply, the parties agree that Subsection 9.13 shall be null and void in its entirety and the federal and state courts of the State of Georgia shall have exclusive jurisdiction over any action arising out of or related to the Agreements and personal jurisdiction over each and every party.

9.12 Class Action Waiver. You may only resolve disputes with us on an individual basis and you agree not to bring or participate in any class, consolidated, or

representative action against us or any of our employees or affiliates. Where permitted under the applicable law, you and TransNexus agree that you shall not bring any claim against the other as a plaintiff or class member in any purported class or representative action. Instead, you and TransNexus may only bring claims against each other in your or its individual capacity. Furthermore, unless both you and TransNexus agree, no arbitrator or judge may consolidate more than one person's claim or otherwise preside over any form of representative or class proceeding.

9.13 Dispute Resolution. All controversies and claims that arise out of or relate to the Agreements shall be resolved in accordance with the following:

9.13.1 Applicability and Exceptions. The dispute resolution process set forth below (informal resolution followed by binding arbitration) applies to all controversies and claims that arise out of or relate to the Agreements, subject only to the exceptions listed below.

9.13.1.1 Infringement of Intellectual Property. If the claim relates to theft, infringement, or other misuse of a party's intellectual property, including infringement of a trademark or service mark or copying or distributing the Protected Data, the claiming party need not rely on binding arbitration and need not attempt informal resolution, but instead may immediately seek relief in a court of competent jurisdiction. For such actions, the parties consent to jurisdiction in the State of Georgia.

9.13.1.2 Small Claims. The claimant may seek resolution of any dispute in small claims court in Fulton County, Georgia, provided that all claims between the parties fall within the jurisdiction of the small claims court and were not able to be resolved by the informal resolution procedure described in Paragraph 9.13.2 below.

9.13.1.3 Enforcement Actions. The claimant may pursue enforcement actions through applicable U.S. federal, state, or local agencies where such actions are available.

9.13.2 Informal Resolution. In the event of any controversy or claim arising out of or relating to the Agreements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the claiming party shall provide a brief, written description of the dispute to the responding party and give the responding party sixty (60 days) to resolve the dispute to the complaining party's satisfaction.

9.13.3 Binding Arbitration. If the parties to the Agreements do not reach a solution through the informal resolution process described in Paragraph 9.13.2, then any controversy or claim arising out of or relating to the Agreements, shall be settled by arbitration administered by the American Arbitration Association (the “AAA”) in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. The parties agree that the Agreements affect interstate commerce, so the U.S. Federal Arbitration Act and federal arbitration law apply and govern the interpretation and enforcement of this provision (notwithstanding the choice of law provision at Subsection 9.13.1). Notwithstanding and in addition to the foregoing, the following rules shall apply to any binding arbitration brought under the Agreements:

9.13.3.1 Location and Language. The place of the arbitration shall be Fulton County, Georgia and the language shall be English.

9.13.3.2 Number and Selection of Arbitrators. For any dispute in which the amount in controversy is less than \$100,000, there shall be one arbitrator who shall be selected and appointed in accordance with the AAA’s Commercial Arbitration Rules. In all other cases there shall be a panel three arbitrators, one selected by the initiating party in the request for arbitration, the second selected by the other party within 30 days of receipt of the request for arbitration, and the third, who shall act as chairperson, selected by the two party-appointed arbitrators within 30 days of the selection of the second arbitrator. Any arbitrators not selected within the specified timeframes shall be selected by the AAA.

9.13.3.3 Confidentiality. The existence of the arbitral proceedings and any rulings or awards shall be kept confidential except: (1) if the disclosure is required of a party to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings before a state court or other judicial authority; (2) if the disclosure is made to the party’s accountants, attorneys, and other fiduciaries; (3) to an arbitrator or third party for use as persuasive authority in other proceedings brought pursuant to this Subsection; or (4) with the written consent of all parties. Notwithstanding anything to the contrary, either party may disclose matters relating to the arbitration or the arbitral proceedings where necessary for the preparation of a claim or defense in such arbitration.

9.13.3.4 Modifications. If the Company makes any changes to this Dispute Resolution provision, you may reject any such change by sending the Company written notice within 30 days of the change to the Company’s address for Notice, in

which case your account and any rights granted to you under the Agreements shall be immediately terminated, without liability to you, and this Dispute Resolution Subsection as in effect immediately prior to the amendment(s) you reject, shall survive.

9.14 Time Limitations. Any claim under the Agreements shall be time-barred unless the claiming party commences arbitration (or litigation if one of the exceptions set forth in Paragraph 9.13.1 applies) with respect to such claim within one year after the basis for such claim became known or should have become known to the claiming party. If applicable law prohibits a one-year limitation period for commencing claims, any claim must be asserted within the shortest time period permitted by applicable law. Any applicable statutes of limitations and defenses based upon the passage of time shall be tolled upon the filing of a request for arbitration until 60 days after the issuance of the final award.

9.15 Anti-Assignment. You may not assign your rights or delegate your obligations under the Agreements to any third party. The Company may freely assign its rights and delegate its duties under the Agreements to any third party.

9.16 Amendments. The Company may amend the Agreements from time to time by posting updated Agreements to the ClearIP or TransNexus Website and/or within the ClearIP Service. Your continued use of the ClearIP Service after the changes have been made will act as your acceptance of the revised Agreements. If you do not wish to continue to use the ClearIP Service under the new version of the Agreements, you may terminate the Agreements.

You acknowledge and agree that it is your responsibility to review the Agreements periodically to maintain awareness of the most current terms of the Agreements. The Company is never required to alert you as to changes to the Agreements, but the Company may choose to do so by any means reasonable under the circumstances (e.g. by sending an e-mail or displaying a notice within the ClearIP Service or on the TransNexus Website).

9.17 Severability. If any provision or term of the Agreements is deemed invalid, illegal, or unenforceable, the remainder of the Agreements shall remain in full force and effect, except where the construction of the Agreements without the severed provision would materially alter the economic or legal substance of the Agreements in a manner that is materially adverse to the Company, in which case the parties shall negotiate in good faith to modify the Agreements so as to effect the original intent of the parties as closely as possible. To the extent any express or implied restrictions

are not permitted by applicable laws, these express or implied restrictions shall remain in force and effect to the maximum extent permitted by such applicable laws.

9.18 Force Majeure. Any delay in the performance of any duties or obligations of either party will not be considered a breach of the Agreements if such delay is caused by labor dispute, shortage of materials, earthquake, flood, intervening illegality, or other event beyond the control of such party, provided that such party uses reasonable efforts under the circumstances to notify the other party of the circumstances causing the delay and to resume performance as soon as possible.

Certification of Partial STIR/SHAKEN Implementation and Robocall Mitigation Plan by Officer of the Company

I, Kevin Skinner, certify that the above information is true and correct to the best of my knowledge. My title is CFO, and I am an officer of the company.