



TELEVOIPS LLC ROBOCALL MITIGATION PLAN

Pursuant to 47 C.F.R. § 64.6305, TeleVoIPs, LLC (“TeleVoIPs, LLC”, “the Company”) submits this report on its implementation of the STIR/SHAKEN call authentication framework and its plan to prevent and mitigate illegal robocalls.

This report describes the practices and procedures which TeleVoIPs, LLC has in place to protect its business customers and to mitigate illegal robocalls. TeleVoIPs, LLC may modify, add, delete or otherwise alter any of the policies and procedures described in the plan at any time in order to respond to changes in its business, its capabilities and its needs.

TeleVoIPs, LLC has not been prohibited from filing in the Robocall Mitigation Database pursuant to a law enforcement action, and none of its prior certifications have been removed from the Database by the Commission.

TeleVoIPs, LLC has not been, at any time in the prior two years, the subject of a formal Commission, law enforcement, or regulatory agency action or investigation with the Company’s findings of actual or suspected wrongdoing due to it transmitting, encouraging, assisting, or otherwise facilitating illegal robocalls or spoofing, or a deficient Robocall Mitigation Database certification or mitigation program description.

TeleVoIPs, LLC is registered with the Federal Communications Commission (“FCC”) and holds the 499 Filer ID number of 830297. The Company’s FRN/CORESID Number is 0023600232.

THE COMPANY PRIMARY PLACE OF BUSINESS

Address: 1130 Bell Shoals Road
City, State, Zip: Brandon, FL. 33511
Phone: 813-655-5100
Website: televoips.com
General Email: ics@televoips.com

Leaders of the company are:

CEO

Name: Richard Grant Baxley
Address: 1130 Bell Shoals Road
City, State, Zip: Brandon, FL. 33511
Direct Dial: 813-655-5100
x2201
Email: gbaxley@televoips.com

**CTO**

Name: Scott Baxley
Address: 1130 Bell Shoals Road
City, State, Zip: Brandon, FL. 33511
Direct Dial: 813-655-5100
x2202
Email: sbaxley@televoips.com

Designated RMD Contact

Name: Nick Todisco
Address: 1130 Bell Shoals Road
City, State, Zip: Brandon, FL. 33511
Direct Dial: 813-655-5100
x2204
Email: ntodisco@televoips.com

STIRSHAKEN COMPLIANCE

The Company has its own switch, IPES OCN and strong relationships with TransNexus and its underlying upstream carriers such as Bandwidth to support the Company's Call Authentication process with the implementation of its digital certificate. Through these relationships and internal controls, the Company maintains full operational oversight of call origination on its network and leverages TransNexus analytics and policy engines to evaluate traffic patterns, detect anomalies, and enforce call authentication policies. The Company continuously monitors industry guidance and FCC requirements to ensure its authentication framework remains compliant and effective against emerging robocall threats.

The Company is capable of authenticating the calling party's relationship with the caller ID ascribed to a given call to identify the Company customers. The Company's network is also more than capable of accepting and accurately transmitting all STIR/SHAKEN-related data it receives in the call path using its IPES OCN code, digital certificate and additionally applications and tools. The Company performs validation checks at call ingress and egress to confirm proper attestation levels (A, B, or C) and preserves Identity header information end-to-end where technically feasible. Internal routing policies and session border controls are configured to prevent stripping, alteration, or degradation of STIR/SHAKEN information. The Company also maintains logging and audit capabilities to support traceback requests and regulatory inquiries.

Additionally for outbound calls from known customer telephone numbers that originate on our network, The Company will sign calls with the STIR/SHAKEN parameters and mandates as defined in FCC orders. Attestation levels are assigned based on the Company's verified knowledge of the customer and their right to use the calling number, following documented Know-Your-Customer (KYC) and number validation procedures. Customers determined to present elevated risk are subject to enhanced monitoring, traffic review, or blocking where appropriate. The Company maintains a robocall



mitigation program that includes traffic analytics, complaint monitoring, and cooperation with industry traceback efforts to promptly identify and remediate suspected illegal robocall activity.

RISK ASSESSMENT & MEASURES TO PREVENT ILLEGAL ROBOCALLING

The Company always employs real-time controls on traffic. All calls have valid caller-ID values and ANI. Each customer has a calls-per-second limit commensurate with the traffic description provided and stated in the Customer Agreement and Service Order; as applicable.

The Company monitors all traffic moving through its network and looks for abnormal calling patterns. The Company is committed to being vigilant and diligent at inspection of call durations across our network to ensure that no high-volume short duration (“HVSD”), auto-dialer traffic is being sent by any customer that signed up for the Company VoIP services. We also track call volumes and caller-ID utilization to spot changes indicative of illegal robocalls. Verify most-frequent Caller-IDs to identify any that are being misused.

TeleVoIPs certifies that it will cooperate with such entities in investigating and stopping any illegal robocallers that use its service to originate calls, TeleVoIPs certifies that all voice traffic which originates on its network is subject to this robocall mitigation program.

TeleVoIPs certifies that as part of its robocall mitigation efforts it is taking these specific reasonable steps to avoid originating illegal robocall traffic:

1. All our customers have a rate limit set on each extension.
2. Periodic reviews of Call Detail Records for suspicious behavior.
3. Removal of any capability which might permit unauthorized calling number use.

Originating Traffic Monitoring

TeleVoIPs is using the ClearIP analytics technologies and services to monitor traffic on its network and identify potentially unlawful call origination activity. This is a fully managed service to provide real-time reputation scoring and analytics to fight both originating and terminating robocalls. TeleVoIPs reviews the ClearIP analytics real-time reports and takes appropriate action based on the reputation scoring and analytics, and in accordance with the Company’s Acceptable Use Policy (as defined more accurately in this Robocall Mitigation Plan). The Company is also blocking calls originating from invalid numbers pursuant to the FCC’s Call Blocking Order.

Robocall Mitigation Enforcement

TeleVoIPs blocks originating traffic identified as illegal robocalls and may terminate service entirely, in accordance with its Voice Services Acceptable Use Policy which prohibits the use of telephone numbers for illegal robocalls and fraudulent purposes as defined in this Robocall Mitigation Plan. Telephone numbers flagged as being used for illegal robocalls will be reported to the FCC and FTC.

KNOW YOUR CUSTOMER & ACCEPTABLE USE POLICY

TeleVoIPs is engaged in a business-to-business sales model and screens all new customer opportunities. All of our customers have corporate offices in the United States. Existing numbers are ported into Bandwidth.com and only terminate or originate calls with Tier 1 Carriers that all have their own internal robocall mitigation processes and protocols.

All All TeleVoIPs active customers have access to tools for call screening and can block calls by using CallerID details through the Net Sapiens software that TeleVoIPs provides to business customers.

TeleVoIPs periodically reviews Call Detail Records for suspicious behavior and patterns that are indicative of robocalls that are in violation of our Terms and Conditions and Acceptable Use Provisions and TeleVoIPs reserves the right to terminate service of any Customer for numerous violations, including but not limited to unlawful Robocalls.

In part the Company's Terms and Conditions: Acceptable use Provisions specifically state the rights of the Company and the steps it may take regarding violation of prohibited use of the service as noted in italics.

5.2. Right to Immediate Termination.

TeleVoIPs shall be entitled, at its sole discretion, to suspend, terminate or change the Services without advanced notice for any prohibited use set forth in section 14 of this Agreement, Customer's breach of this Agreement, Customer's failure to pay any sum due hereunder, suspected fraud or other activity by Customer that adversely affects the Services, TeleVoIPs, TeleVoIPs network or other Customer's use of the Services. TeleVoIPs shall be entitled to determine, at its sole discretion, what constitutes misuse of the Services and Customer agrees that TeleVoIPs determination is final and binding on Customer. TeleVoIPs may require, and if required, Customer shall pay, an activation fee as a condition to changing or resuming a terminated or suspended account.

14. PROHIBITED USES.

Any use of the Services or any other action that causes a disruption in the network integrity, or threatens or compromises the security of TeleVoIPs, its vendors, or the Services whether directly or indirectly, is strictly prohibited and permits TeleVoIPs to terminate the Services and the Agreement without prior notice at the sole discretion

of TeleVoIPs. Customer acknowledges that neither TeleVoIPs nor its vendors are responsible for the content of the transmissions that may pass through the Internet and/or the Services. Customer will NOT use the Services in ways that violate applicable laws (including but not limited to laws prohibiting transmission of unsolicited fax advertisements or laws on obtaining third party consent for call recording), infringe the rights of others, or interfere with the users, Agents, Services, or Equipment of the network. Customer agrees, represents, and warrants that it is purchasing the Services and/or the Equipment for its own internal use only, and shall not resell, transfer or charge for the Services or the Equipment without the advance express written permission of TeleVoIPs. TeleVoIPs Service Plans for Customers that offer unlimited minutes of PSTN calls (“Unlimited PSTN Plans”) or unlimited faxing are for reasonable business use of Customer only. Such use shall not include certain activities including, but not limited to, any autodialing, continuous or extensive call forwarding, continuous connectivity, fax broadcast, fax blasting, telemarketing (including without limitation charitable or political solicitation or polling), call center operations, junk faxing, fax spamming, calling/faxing any person (through the use of distribution lists or otherwise) who has not given specific permission to be included in such a process or any other activity that would be inconsistent with reasonable business usage. Customer will not use the Services to send unsolicited commercial e-mail to recipients outside Customer’s organization. Customer shall not transmit through the Services any unlawful communications or material of any kind or nature.

Customers further agree not to transmit any material that encourages conduct that could constitute a criminal offense, violate the intellectual property rights of others, give rise to civil

liability or otherwise violate any applicable local, state, national or international statute, regulation, or other law. Any use found to be inconsistent with this restriction will result in termination of the Services. TeleVoIPs reserves the right to immediately terminate or modify the Services of any Customer using Unlimited PSTN or fax Service Plan if TeleVoIPs determines, in its sole discretion, that Customer is not using the Unlimited PSTN or fax Services Plan for Customer’s reasonable business use.

14.1 SHORT DURATION CALLS

If 15% or more of Customer’s voice calls placed to North American phone numbers in any given month (a) have a duration of six (6) seconds or less (“Short Duration Calls”) or (b) are not answered (“Unanswered Calls”), TeleVoIPs may apply a surcharge of \$0.015 for each such Short Duration Call and each such Unanswered Call during that month. Additionally, if the average duration of Customer’s answered voice calls to North American numbers in a given month is less than thirty (30) seconds, TeleVoIPs may apply a surcharge of \$0.01 per billed minute for those calls. These surcharges are in addition to any standard fees associated with the Services.

15. USE, STORAGE AND OTHER LIMITATIONS.

TeleVoIPs reserves the right to establish or modify general practices and limits concerning use of the Services and Software, including without limitation, the maximum number of days that content will be retained by the Service, the maximum disk space and/or bandwidth capacity that will be allotted on servers owned and/or operated by TeleVoIPs on Customer's behalf, if any. Where practical, TeleVoIPs will provide the Customer with prior notice of such new or modified practices; provided however, that TeleVoIPs shall have the absolute right to implement such new or modified practices without prior notice in its sole discretion and without liability or any kind.

UPSTREAM CARRIERS/CARRIER PARTNERS

The Company provides its services to direct end user business and enterprise customers. The Company has its own switch and relationships with Transnexus, iConectiv and other organizations that support the Company's STIR/SHAKEN implementation and compliance. TeleVoIPs also has relationships with upstream providers/underlying carriers with which it is interconnected. The main carrier partners/vendors with which the Company is interconnected are:

Company Name: Bandwidth
Address: 2230 Bandmate Way
City, State, Zip Code: Raleigh, NC, USA 27607
General website address: <https://www.bandwidth.com/>
General Phone Number: 1-800-808-5150
General email address: support@bandwidth.com

Company Name: Sinch
Address: 3500 Lenox Road NE Suite #1875
City, State, Zip Code: Atlanta, GA 30326
General website address: <https://sinch.com/>
General Phone Number: 1-844-84-SINCH
General email address: support@sinch.com

Company Name: Telnyx
Address: 600 Congress Avenue, 14th Floor
City, State, Zip Code: Austin, TX 78701
General website address: <https://telnyx.com>
General Phone Number: 1-888-980-9750
General email address: sales@telnyx.com

TRACEBACK

TeleVoIPs is committed to respond within 24 hours to any and all requests from CALEA, the Industry Traceback Consortium, and all law enforcement agencies who officially and properly subpoena customer records.

TeleVoIPs is committed to cooperating with the Federal Communications Commission (FCC), law enforcement, and the industry traceback consortium in investigating and stopping any illegal robo-callers that it learns are using our service to originate calls or transit calls into the United States and territories.

The Company commits to fully responding within 24 hours to all traceback requests from the ITG, the TPTG, the FCC, and law enforcement. The Company shall cooperate with these groups to investigate and stop any illegal robo-callers from using the Company's service to carry or process illegal calls.

When notified by the FCC's Enforcement Bureau, Company shall block and report identified illegal traffic, and any substantially similar traffic, on an ongoing basis when Company receives actual written notice of such traffic from the Enforcement Bureau. The Company shall provide the Enforcement Bureau with an explanation as to why Company reasonably

concluded that the identified traffic is not illegal, and what steps it took to reach that conclusion.

As mentioned above, the Company utilizes a combination of tools provided by its underlying carriers and platform providers along with third-party solutions to check for Do Not Originate (DNO) numbers. In addition, the Company utilizes a combination of internal tools and third-party solutions to detect invalid phone number formats, area codes and unassigned number blocks. The Company also utilizes data analytics to detect and investigate irregular and unexpected calling patterns, originating number use against customer profiles.

ONGOING ROBOCALL MITIGATION

The company monitors and examines call detail records (CDRs) on a repeating basis to detect suspicious call activity and/or calling patterns. When the company, or its underlying provider detects network usage patterns consistent with illegal robocalls or suspects illegal robocalling is taking place, the company will immediately seek to identify the party that is originating, terminating, or routing these calls and take appropriate action.

The actions taken may include, but are not limited to, initiating a traceback investigation; verifying that the originating customer owns or is authorized to use the Caller ID number; determining whether the Caller ID name sent to a receiving party matches the customer's corporate and/or d/b/a name; blocking the party's ability to originate, terminate, or route calls on the network; and/or providing notice to law enforcement authorities.

As part of Company plan to mitigate and prevent any originating robocalls, the company is committed to early identification and investigation of possible robocalling conditions. Among other things, with the tools and resources provided to the Company by its underlying carrier, the company watches for higher-than-normal subscriber traffic volume, including large bursts of traffic in small timeframes or spikes in usage.

With the tools provided to the Company by its underlying provider, the company also monitors for originating calls classified as high volume short duration ("HVSD"), tracks for low call completion percentages, and/or originating calls with sequential called-to-number dialing patterns (of which as mentioned earlier in this plan has a history of being benign).

COMPANY DECLARATION

The Company certifies that it has never been under investigation or committed any violations within the last two years with any local, state, or Federal agency or equivalent related to telemarketing or robocalling. Additionally, the Company is not currently subject to a formal action or investigation due to suspected unlawful robocalling or spoofing.

If when and as the Company business may change designated Company representatives only will update this RMP as appropriate.