

COMMUNITY TELECOM SERVICES ROBOCALL MITIGATION PLAN

Consistent with FCC regulations,¹ Community Telecom Services (“CTS”) submits this Robocall Mitigation Plan.

STIR/SHAKEN COMPLIANCE

Implementation Status. We have implemented the STIR/SHAKEN authentication framework on our network and all calls originating on our network are compliant with 47 CFR § 64.6301(a)(1) and (2).

Call Chain. We use Momentum Telecom, Inc., (“Momentum”) as our third-party switch vendor and voice service provider, and they are tasked with executing the STIR/SHAKEN protocol for our network.

Traceback Requests. We respond within 24 hours to all traceback requests from the Federal Communications Commission, law enforcement, and the industry traceback consortium, and cooperate with such entities in investigating and stopping any illegal robocallers that use our service to originate calls. We have designated a point of contact and that person’s name, title, address, phone number and email address are in the Robocall Mitigation Database portal.

Eligibility. We have not been prohibited from filing a certification in the Robocall Mitigation Database and do not have a history of enforcement actions for illegal robocalls, TCPA or TSR violations or related state law violations.

EFFORTS TO PREVENT ILLEGAL ROBOCALL TRAFFIC

Investigation and Enforcement. Calls originating from and terminating to our network and identified by us, Momentum or other means as suspicious or atypical are investigated to determine if illegal robocalling has occurred. If it is determined that a CTS customer is using our network to originate illegal robocalls, we will warn the customer to immediately stop such practices or terminate their service as allowed per CTS policy.

Know Your Customer – Commercial. We diligently verify the identities of new commercial customers by gathering essential information, including the physical address, contact individuals, federal tax identification, and an understanding of the customer’s business nature. This includes assessing whether and how they intend to use auto-dialers or similar robocall mechanisms in their operations. Our contracts and policies incorporate specific language aimed at mitigating robocalls, explicitly forbidding the use of our platforms for making or receiving unlawful calls. We conduct thorough evaluations of each customer.

Know Your Customer – Residential. We diligently verify the identities of new residential customers by gathering essential information, including name, physical address and social security number(s). Our contracts and policies incorporate specific language aimed at mitigating

¹ 47 C.F.R. §§ 64.6303-6305.

robocalls, explicitly forbidding the use of our platforms for making or receiving unlawful calls. We conduct thorough evaluations of each customer.

Risk Assessment. We are a voice service provider offering a variety of voice calling services. Our customers generally do not originate high volume calls and we have not received information suggesting that robocalls are originating on our network. Accordingly, we do not consider our network at high risk of originating illegal robocalls.

THIRD-PARTY PROVIDER

We have partnered with Momentum to provide voice services to our customers. Momentum maintains the primary role of the following functions to assist us in meeting network-based robocall mitigation compliance:

- Network Monitoring
- Traffic Management
- Knowing Upstream Providers
- Alerting of Robocall Activity
- Call Analytics

In addition to the above robocall mitigation steps, Momentum has a complete STIR/SHAKEN Implementation status and has fulfilled their own obligations with Robocall Mitigation Database Certification and Program filing.

We have included a copy of Momentum's Robocall Mitigation Plan with this filing as Exhibit 1.

Updated April 18, 2024

EXHIBIT 1

MOMENTUM TELECOM, INC. ROBOCALL MITIGATION PLAN

MOMENTUM TELECOM, INC.

ROBOCALL MITIGATION PLAN

Momentum Telecom, Inc. (“Momentum”) provides wholesale VoIP solutions for retail service providers and is a competitive provider of retail small business and enterprise VoIP services. The company also provides broadband monitoring, provisioning, and managed support services.

In addition to implementing STIR/SHAKEN on its network, Momentum has adopted this robocall mitigation plan to take its own measures to limit the potential for the originating, carrying, or processing of unlawful robocalls from or on its network.

Know-Your Customer Policies

Wholesale Services:

Momentum vets the identity of its wholesale customers prior to entering into a contract for VoIP services. As part of this vetting process, Momentum collects the wholesale customer’s business name and address, physical location, contact information, jurisdiction of incorporation, federal tax ID, FCC Form 499 identification number and federal Universal Service Fund contributor status, and the nature of the wholesale customer’s business. This information may be provided to third-party agencies to determine the credit and/or fraud risk associated with the wholesale customer. If Momentum cannot validate the customer based on the initial information provided, Momentum may require additional information to validate the customer to seek to ensure it is operating a legitimate business as a reseller or Momentum’s VoIP services. Momentum will not provide service if a new wholesale customer’s identification cannot be verified.

Momentum’s wholesale customers are expected to vet their end user subscribers consistent with the FCC’s robocall mitigation rules. Momentum will in good faith collaborate with its wholesale customers to exchange relevant information regarding efforts to reduce unlawful robocalls and respond to request from the Industry Traceback Group (ITG), as described below. Momentum’s wholesale contracts require cooperation with Momentum in responding to ITG traceback requests and prohibit the use of its services to originate unlawful traffic, as reflected in the following contract provisions:

(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 respond to the Traceback Request in good faith within twenty-four (24) hours. 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 twenty-four (24) hours), 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) *Customer's Upstream Providers.* Customer shall require all upstream providers from whom it receives traffic to comply with the requirements of this Amendment. Customer is not required, however, to require its upstream providers to provide information directly to Momentum in response to any Traceback Request. 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.

To the extent a wholesale customer is found to have violated its contractual obligations for the reasons noted previously or any other reason, Momentum will take action commensurate with the severity of the wholesale customer's offense, including, but not limited to, providing the customer with a warning or terminating the customer's service.

Retail Services:

Momentum vets the identity of the customers to whom it provides retail telephone service when: (i) approving an application for service; (ii) provisioning network connectivity; (iii) entering into a contract agreement; or (iv) granting the right to use telephone number resources. Momentum collects from retail customers their name and address, physical location, contact information, and, for business and enterprise customers, their jurisdiction of incorporation, federal tax ID, and nature of business. Momentum may also utilize third-party agencies to gauge credit and/or fraud risk associated with a potential customer. Momentum's policy is to request additional information from the customer if Momentum cannot validate the customer based on the initial information provided. Momentum will not provide service if a new customer's identification cannot be verified.

Through its retail terms of service, Momentum requires its enterprise customers to comply with all applicable laws in relation to its voice services, explicitly prohibiting any abusive or unlawful use of the service:

Fair Use. Momentum reserves the right to review usage of all its plans to ensure you are not abusing them. You agree to use the Service for normal voice or fax calls and will not employ methods or equipment to take advantage the Service by using the voice or fax services excessively or for means not intended by Momentum. If Momentum determines, in its reasonable discretion, that you are abusing its plans, Momentum may terminate Service after providing you with thirty (30) days' written notice and reasonable proof, with the opportunity to cure. For the purpose of clarity, but in no way limiting the definition of abusive use of the Service, auto-dialers, continuous call session connectivity, fax broadcasting, fax blasting, mass calling or any other blasting activities are conclusively presumed to be abusive use of the Service. If Momentum has reasonable evidence that Customer may be in violation of the foregoing prohibitions, Momentum in its reasonable discretion may take curative action that may result in the modification, suspension or cancellation of some or all of your Service after providing you with ten (10) days' written notice with the opportunity to cure.

Prohibited Uses. You agree to abide by Momentum's Acceptable Use Policy which can be accessed and read on our website at <https://momentumtelecom.com/acceptable-use-policy> and which is incorporated herein by reference. You shall not use the Service and the Equipment in any unlawful or improper manner, including, without limitation, conduct that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy. We reserve the right to disconnect your Service, if, after investigation and in our reasonable discretion, we determine that you have used the Service or the Equipment in any such manner. We shall use commercially reasonable efforts to provide Customer with notice and evidence of such unlawful or improper use prior to any such disconnection. Although we will limit such disconnection to the specific Customer Location(s) involved if commercially reasonable to do so, we reserve the right to disconnect Service generally as circumstances may require in our reasonable discretion. In the

event of such disconnection, and upon our providing you with reasonable proof of the unlawful or improper use, you will be responsible for the liquidated damages and other charges as set forth in Section 4.4 hereof. If we believe that you have used the Service or the Equipment in an unlawful or improper manner, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, we will provide information in response to law enforcement requests, lawful government requests, subpoenas, and court orders and in the case where failure to disclose the information may lead to imminent harm to the Customer or others. Furthermore, we reserve all its rights at law and equity to proceed against anyone who uses the Service illegally or improperly.

To the extent a customer is found to have violated its contractual obligations for the reasons noted previously or any other reason, Momentum will take action commensurate with the severity of the customer's offense, including, but not limited to, providing the customer with a warning or terminating the customer's service and/or reporting the misconduct to the appropriate authorities.

Use of Call Analytics to Identify and Block Unlawful Traffic

Momentum has implemented its own call analytics to identify unlawful traffic originated by its retail customers and the end users of its wholesale customers' services. Momentum's call analytics can detect call patterns that indicate robocall activity, including, but not necessarily limited to, an unusually large number of calls from the same number, an excessive number of short duration calls, and calls that stop attempting to connect after a single ring. Momentum's call analytics also can detect where the calling number is invalid, unallocated, or on ITG's Do Not Originate ("DNO") list. If Momentum's call analytics detect any of the above-described issues, an internal report is generated that summarizes the issues presented and the applicable wholesale or retail customer that is responsible for the underlying calls.

In the event that Momentum's analytics report indicates potential illegal robocall activity by a wholesale end user customer, Momentum alerts the wholesale customer's contact representative and asks the customer to investigate the issue and thereafter inform Momentum: (i) when the issue is resolved and (ii) what actions the wholesale customer took in resolving the issue.

In the event that Momentum's analytics report indicates potential illegal robocall activity by one of its own retail customers, Momentum conducts its own investigation into the customer and the calls at issue. After concluding its investigation, Momentum will take action commensurate with the severity of the customer's offense, including, but not limited to, providing the customer with a warning or terminating the customer's service and/or reporting the misconduct to the appropriate authorities.

Knowledge of Upstream Providers

Momentum knows all of the upstream providers from which it directly receives traffic and has insight into its upstream providers' policies and procedures related to identifying and blocking unlawful robocall traffic through Momentum's review of these providers' robocall mitigation

plans. Momentum confirms that all upstream providers from which it receives traffic are listed in the FCC's Robocall Mitigation Database.

Cooperation with the Traceback Group, Law Enforcement and Government Agencies

Momentum is committed to responding fully and within 24 hours to all traceback requests made by ITG, law enforcement authorities, and government agencies to investigate and address suspected unlawful robocalls originated or passed to Momentum. Momentum's wholesale contracts require its wholesale customers to cooperate with Momentum in responding to ITG traceback requests, as detailed above.

Momentum is committed to fully complying with the Commission's robocall blocking requirements and confirms that it will block all calls and provider traffic that: (1) are identified in any public notice or order released by the FCC; (2) are substantially similar to the types of traffic identified in any public notice or order released by the Commission; or (3) include a caller ID number or name that is on DNO list issued by ITG. Momentum also blocks the traffic of all foreign providers and gateway providers that have not registered in the Robocall Mitigation Database.