

RealNumber® Agreement

Subscribers, Responsible Organizations and Local Number Managers (not Distributors)

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”); (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 and conditions set forth on Schedule A, attached hereto and incorporated herein, for the purpose of accessing the Services, including the API Specifications and any Updates thereto that Somos may make available to Company pursuant to this Agreement.
- b. “API Specification” means the specification for the API and other requirements for connection to the Services that are posted by Somos on its website at https://realnumber.somos.com/docs/swagger/DNO_FILE-swagger.json, as such specification and requirements may be amended from time to time by Somos in its discretion.
- c. “Company(ies)”, “your” or “you”, as used herein, means any entity that agrees to the terms and conditions of this Agreement.
- d. “Confidential Information” has the meaning set forth in Section 9.
- e. “Disclosing Party” has the meaning set forth in Section 9.
- f. “Fees” means the amounts payable to access the Services, as set forth in the Fee Schedule of the applicable Appendix.
- g. “Fee Schedule” means the fee schedule for the applicable Services, as set forth in the applicable Appendix.
- h. “Force Majeure” has the meaning set forth in Section 15.e.
- i. “Infringement Claim” has the meaning set forth in Section 12.
- j. “Local Number Manager” means a telephone company that manages a complex direct inward dialing (DID) inventory and management process.
- k. “Party” or “Parties” means the Company and Somos Enterprise, Inc. (“Somos”), individually and collectively, respectfully.
- l. “RealNumber” means the platform, product and services that enable the ability for the attestation of TFNs and TNs by Company.
- m. “Receiving Party” has the meaning set forth in Section 9.
- n. “Responsible Organization” or “Resp Org” means a Responsible Organization as defined in the Tariff.

- o. “Services” means collectively the API, RealNumber, any other Somos products and services set forth on the Appendices attached hereto and incorporated herein, Somos web site features, software, application programming interfaces, systems delivered or accessible through any media or device, support, additional services, professional services and all related materials and documentation, provided by or on behalf of Somos to Company pursuant to this Agreement.
- p. “SFTP” means a secure file transfer protocol.
- q. “Somos Help Desk” means the support organization that provides service desk support for users of the Services.
- r. “Subscriber” means an entity that is not a Local Number Manager, Responsible Organization or a distributor of RealNumber.
- s. “Tariff” 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.
- t. “TFN” means a toll-free number that is subject to the Tariff.
- u. “TN” means telephone numbers.
- v. “TNSP” means telephone number service provider.
- w. “UI” means user interface which is a system of interactive visual components for computer software provided by Somos.
- x. “Update” means generally new versions (minor or major), patches, corrections, bug fixes, enhancements and other modifications to the Somos products which are made generally available with or without additional charge to Company during the Term.

2. Company License Grant

Somos hereby grants to you during the Term of this Agreement a nonexclusive, nontransferable, non-sublicensable license to access to the Services using the API, UI or SFTP; and to use the Services solely for the purposes as are set forth in each attached applicable Appendix.

3. API, UI and SFTP

Only the API, UI and SFTP may be used to access the Services.

4. Responsibilities of Somos

- a. Somos will promptly notify you if any material change in your information or entity status disqualifies you from access to the Services pursuant to this Agreement as a Company or otherwise requires a change in your status.
- b. Somos has installed and maintains a security system in the Services designed to prevent your Confidential Information (as defined in Section 9 of this Agreement) from being accessible through the Services to anyone other than you, Somos and Somos’ agents, subsidiaries and affiliates. SOMOS DOES NOT WARRANT OR GUARANTEE THAT THE SECURITY SYSTEM WILL PROTECT YOUR CONFIDENTIAL INFORMATION FROM DISCLOSURE.
- c. Somos will provide you with assistance in accessing the Services and using the API, UI or SFTP. All requests for such support must be addressed in the first instance by the Somos Help Desk.
- d. Somos will notify you if it detects trouble conditions respecting the Services 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 the Services and Somos will not be responsible for monitoring or providing notice to you for your failure to maintain such connection.

5. Company Responsibilities and Agreements

- a. You will comply with the connectivity requirements of the Services set forth in the API Specification.
- b. You will ensure Internet connection and maintain minimum bandwidth connectivity requirements, all in accordance with the API Specification.
- c. You will not use the Services for any purpose other than as permitted pursuant to this Agreement, including for the attestation of TFNs and TNs, performing data analytics and otherwise maintaining your network, and detecting and preventing fraudulent, abusive, or unlawful use of TFNs and TNs.
- d. You will only access the Services via the API, UI or SFTP, if any, and cannot create a proxy to the Services.
- e. You will comply with all applicable local, state and federal laws and regulations, and be responsible for obtaining any and all applicable local, state and federal approvals, if any.
- f. You will be liable for all unauthorized usage of or access to the Services 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 Services in any manner or form, 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 promptly notify Somos, in the manner provided in Section 15.d., in the event of any material change in any information that you have provided to Somos related to this Agreement or the Services.
- h. You will not perform any functions using the Services that are not expressly provided for under this Agreement.
- i. 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 the Services or any part thereof;
 - ii. reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code or object code of the Services or any part thereof;
 - iii. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or any part thereof 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 the Services or any part thereof.
- j. You acknowledge and agree that the API, UI and SFTP permit Somos to periodically monitor your compliance with this Agreement. Somos may suspend access and/or require reauthorization for you to access the Services for trouble conditions caused by your equipment, communication facilities, or other causes within your control. Somos may suspend or terminate your access to the Services and your other rights under this Agreement for cause pursuant to Section 14.e. if you breach or violate the terms of this Agreement or if you fail to meet Somos' criteria for reauthorization.

6. Branding

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

7. License Fees

I. Subscribers:

- a. **License Fees.** Subscriber agrees to pay Somos the Fees set forth on the Fee Schedule in the applicable Appendix for the specific Services provided hereunder.
- b. **Invoices.** Somos will render invoices monthly, with payment due thirty (30) calendar days from the date of invoice. Payments due to Somos as provided for in this Agreement will, when overdue, be subject to a late payment charge of 1.5% per month (calculated daily) or the highest amount permitted to be charged under applicable law, whichever is less. 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 Massachusetts law for such charge, the late payment charge will be reduced to such maximum amount.
- c. **Taxes.** In addition to the Fees, you will 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.

II. Responsible Organization and Local Number Manager: Section 7 as set forth in Schedule B, attached hereto and incorporated herein, will apply.

8. Updates to the Services

When Updates to the Services that may be made by Somos from time to time will affect your access to the Services, 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.

9. Confidential Information

- a. As used in this Agreement, the term “Confidential Information” will mean any information or data of a Party which is disclosed by that Party (the “Disclosing Party”) to the other Party (the “Receiving Party”) 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 Services, tokens and other log-in credentials supplied by Somos to you, all non-public data regarding the operation of the Services and of Somos, all of Somos’ supporting software systems used in conjunction with the Services, which records may also include the Confidential Information of relevant Responsible Organizations, Local Number Managers or other Companies.

Without limiting the generality of the above, your Confidential Information includes non-public financial and other information submitted in connection with your application to become a Company, provided, however, that your Confidential Information will not include such information if it is necessary for the population of the Services, or for the downloading (and updating) of this information by other Companies for the provision of the Services.

- b. No information will 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 or TN, the status of any TFN or TN, the name of a Responsible Organization, Local Number Manager or other Company, or the contact information for the Responsible Organizations, Local Number Manager or other Company for any TFN or TN.
- 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 of 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 will not disclose Confidential Information to any other person or entity without the prior written consent of the Disclosing Party, and the Receiving Party will 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) calendar 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.

10. 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 are in good standing with all requirements of Somos and will continue to maintain your good standing throughout the Term of this Agreement;
- c. 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
- d. You will comply with your obligations as set forth in this Agreement.

11. Warranties; Limitations of Liability

- a. **WARRANTIES.** Somos warrants that the API, UI and SFTP will be provided in a manner (i) that meets or exceeds prevailing industry standards, and (ii) that is reasonably designed for the intended use. Somos warrants, to the best of its knowledge after implementing reasonable measures, that the API, UI or SFTP does not contain any third party computer code intentionally designed to disrupt, disable, or harm in any manner the operation of the Services (e.g., "viruses" or "worms"). Somos further warrants, to the best of its knowledge, that the API, UI or SFTP does not infringe any third party trade secret, copyright, or U.S.-issued patent or trademark. **OTHER THAN THE FOREGOING, SOMOS AND ANY SOMOS SUBSIDIARY OR AFFILIATE MAKE NO REPRESENTATION OR WARRANTY TO YOU OR TO ANY THIRD PARTY, AND YOU AGREE THAT THE USE OF THE SERVICES IS ENTIRELY AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.**

THE SERVICES PROVIDED OR APPROVED BY SOMOS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND (EXPRESS, IMPLIED OR OTHERWISE) AND THAT SOMOS AND ANY SOMOS AFFILIATE ARE NOT LIABLE IN ANY MANNER OR FORM FOR ANY INFORMATION PROVIDED TO SOMOS BY ANY THIRD PARTY AND SOMOS IS NOT RESPONSIBLE FOR HOW YOU USE ANY SUCH INFORMATION. WITHOUT LIMITING THE FOREGOING, SOMOS MAKES NO REPRESENTATION OR WARRANTY THAT (A) THE SERVICES, THE API, THE UI, SFTP, OR PROGRAMS WRITTEN USING THE API, THE UI OR SFTP TO ACCESS OR INTERACT WITH THE SERVICES 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 THE SERVICES, THE API, UI or SFTP WILL BE ACCURATE, COMPLETE, CURRENT, ERROR-FREE, SECURE OR RELIABLE, OR (C) THAT ANY DEFECTS IN THE SERVICES, THE API, THE UI, SFTP, OR PROGRAMS WRITTEN USING THE API OR THE UI, TO ACCESS OR INTERACT WITH THE SERVICES WILL BE CORRECTED. SOMOS MAKES NO REPRESENTATION REGARDING YOUR ABILITY TO TRANSMIT AND RECEIVE INFORMATION FROM OR TO THE SERVICES, AND YOU AGREE AND ACKNOWLEDGE THAT YOUR ABILITY TO ACCESS THE SERVICES 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 WILL 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 THE SERVICES, THE API, THE UI OR SFTP, 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 THE SERVICES, THE API, THE UI OR SFTP. EXCEPT FOR SECTION 12.A. (INDEMNIFICATION), SOMOS' TOTAL CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR YOUR USE OF THE SERVICES, THE API, THE UI OR SFTP WILL NOT EXCEED TEN THOUSAND DOLLARS (\$10,000.00). THE DISCLAIMERS AND LIMITATIONS SET FORTH IN THIS SECTION WILL 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 THE SERVICES 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 12 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.

12. Indemnification.

- a. Somos shall pay any and all damages finally awarded by a court of competent jurisdiction or agreed to by Somos in settlement of third-party claims brought against Company alleging that Company's use of the Services in accordance with the Agreement infringes a third-party trade secret, copyright, patent or registered trademark (an "Infringement Claim"). In the event of an Infringement Claim, Somos may, in its sole discretion, either: (A) procure for Company the necessary right to continue using the Services; (B) replace or modify any infringing portion of the Services with a functionally equivalent non-infringing substitute thereof; (C) modify the Services so as to be non-infringing; or (D) if none of the foregoing are commercially feasible, terminate this Agreement. Somos' obligations pursuant to this Section 12.a. shall not apply to any Infringement Claim to the extent that it arises as a result of (1) breach of this Agreement or applicable Appendix; (2) use of the Services other than in accordance with Somos documentation; or (3) modification of the Services not performed by Somos. The foregoing states Company's sole and exclusive remedy and Somos' exclusive liability with respect to claims of intellectual property infringement.
- b. 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 the Services, the API, the UI or SFTP in breach or 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 the Services, the API, the UI or SFTP, including, without limitation, your use of the data derived from such use of the Services, the API, the UI or SFTP, your performance of any related data analytics and otherwise maintaining your network; or related to your detecting and preventing fraudulent, abusive, or unlawful use of TFNs and

TNs.

13. Somos Remedies

In the event that you are found to be in default of any of the provisions of Sections 3, 5, 7, 9, or 10, and without limitation of any other remedies available to Somos, Somos may, without waiver or diminution of any and all other remedies available to it, immediately seek injunctive relief, without the necessity of posting bond, or proving irreparable harm or the lack of an adequate remedy at law.

14. Term; Suspension; Termination

- a. **Term.** This Agreement will begin when you accept these terms and conditions in the manner provided herein and will continue until terminated as provided herein.
- b. **Requirements upon Termination.** Upon termination of this Agreement for any reason, all licenses granted hereunder will immediately terminate and:
 - (i) you will cease all use of the Services, the API, the UI and SFTP and the API Specifications and any materials provided by Somos containing Confidential Information;
 - (ii) you must destroy the API Specifications and any materials regardless of manner or form provided by Somos containing Confidential Information in your possession or control; and
 - (iii) terminate any access to the Services.
- 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 the Services. Such suspension will last until Somos either determines, in its absolute discretion, that you have cured the breach or terminates this Agreement as provided in this Section 14. Without limiting the foregoing, Somos may require you to re-apply for authorization to access the Services as a precondition to resuming your access.
- d. **Termination for convenience.** Following the end of the initial six (6) months from the Effective Date, you may terminate this Agreement for convenience at any time by giving Somos thirty (30) calendar days' notice of termination. Somos may terminate this Agreement and any Appendix for convenience at any time by giving you thirty (30) calendar days' notice of termination.
- e. **Termination for cause.** Either Party may terminate this Agreement for cause upon thirty (30) calendar 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) calendar day period. The notice will specify with reasonable particularity the reasons for termination. Notwithstanding the foregoing, Somos may terminate this Agreement immediately upon notice to you if you breach or violate your obligations under this Agreement respecting Somos' Confidential Information, use your access to the Services or the API the UI or SFTP 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 the Services, the TFN system or Somos' obligations under the Tariff. If Somos terminates this Agreement for cause, you will immediately satisfy the requirements set forth in Section 14.b. above. If you terminate this Agreement for cause, your sole remedy, and Somos' sole liability, will be payment of damages caused by Somos' breach, subject to the limitations on liability set forth in Section

11.

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

15. General

- a. This Agreement does not grant to you any exclusive right to any of 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 will 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 breach or 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 the Services. Somos will provide advanced notice of such modifications. By continuing to use the Services using the API, the UI or SFTP 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 the Services, electronic mail to your e-mail address on record with Somos, "push" notifications or other similar means, or by written communication sent by first class mail to your address on record with Somos. You hereby consent to receive all such notifications. You may give notice to Somos and such notice will be deemed given when received by Somos at any of the following:
- Electronic mail to realnumber@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 will 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, pandemic, epidemic, 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 will 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 Commonwealth of Massachusetts, excluding its conflict of laws rules, and you expressly consent to the exclusive personal jurisdiction of the state and federal courts located in Suffolk County, Boston, Massachusetts for the adjudication of any case or controversy arising under this Agreement, and the Parties hereby waive their right to a trial by jury in any such litigation.
- i. From time to time Somos may make amendments to this Agreement, including its Appendices as the Services evolve. If you do not agree to, or cannot comply with, this Agreement as amended, you must stop using the Services. You will be **deemed** to have **accepted** this Agreement, as it may be **amended** from time to time, if you continue to use any of the Services **after** any amendments to this Agreement are posted on the site.

Distributor Agreement

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- b. “API Specification” means the specification for the API and other requirements for connection to the Services that are posted by Somos on its website at https://realnumber.somos.com/docs/swagger/DNO_FILE-swagger.json, as such specification and requirements may be amended from time to time by Somos in its discretion.
- c. “Customer” means a person to which a TFN has been assigned by a Resp Org.
- d. “Confidential Information” has the meaning set forth in Section 9.
- e. “Disclosing Party” has the meaning set forth in Section 9.
- f. “Distributor” or “RealNumber Distributor” means an entity that has been authorized by Somos to provide access and use of the Services to its Customers.
- g. “Fees” means the amounts payable to access the Services, as set forth in the Fee Schedule.
- h. “Fee Schedule” means the fee schedule entered into by Somos and you.
- i. “Force Majeure” has the meaning set forth in Section 16.e.
- j. “Local Number Manager” means a telephone company that manages a complex direct inward dialing (DID) inventory and management process.
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- o. “Services” means collectively the API, RealNumber, any other Somos products and services set forth on the Appendices, attached hereto and incorporated herein, Somos web site features, software, application programming interfaces, systems delivered or accessible

through any media or device, support, additional services, professional services and all related materials and documentation, provided by or on behalf of Somos to Company pursuant to this Agreement.

- p. “Somos Help Desk” means the support organization that provides service desk support for users of the Services.
- q. “SFTP” means a secure file transfer protocol.
- r. “Tariff” 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.
- s. “TFN” means a toll-free number that is subject to the Tariff.
- t. “TN” means telephone numbers.
- u. “TNSP” means telephone number service provider.
- v. “UI” means user interface which is a system of interactive visual components for computer software provided by Somos.
- w. “Update” means generally new versions (minor or major), patches, corrections, bug fixes, enhancements and other modifications to the Somos products which are made generally available with or without additional charge to Company during the Term.

17. Distributor License Grant

Subject to your payment of the Fees and your compliance with the terms of this Agreement, Somos hereby grants to you during the Term of this Agreement a nonexclusive, nontransferable, non-sublicensable license solely for purposes of (i) providing access and use of the Services to your Customers solely for (a) the purposes as are set forth in each applicable Appendix, or (b) detection and prevention of fraudulent, abusive, or unlawful use of TFNs.

18. API, UI and SFTP

Only the API, UI and SFTP may be used to access the Services.

19. Responsibilities of Somos

- e. Somos will promptly notify you if any material change in your information or entity status disqualifies you from access to the Services pursuant to this Agreement as a Company or otherwise requires a change in your status.
- f. Somos has installed and maintains a security system in the Services designed to prevent your Confidential Information (as defined in Section 9 of this Agreement) from being accessible through the Services to anyone other than you, Somos and Somos’ agents, subsidiaries and affiliates. SOMOS DOES NOT WARRANT OR GUARANTEE THAT THE SECURITY SYSTEM WILL PROTECT YOUR CONFIDENTIAL INFORMATION FROM DISCLOSURE.
- g. Somos will provide you with assistance in accessing the Services and using the API, UI or SFTP. All requests for such support must be addressed in the first instance by the Somos Help Desk.
- h. Somos will notify you if it detects trouble conditions respecting the Services 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 the Services and Somos will not be responsible for monitoring or providing notice to you for your failure to maintain such connection.

20. Distributor Responsibilities and Agreements

- a. You will comply with the connectivity requirements of the Services set forth in the API Specification.
- b. You will ensure Internet connection and maintain minimum bandwidth connectivity requirements, all in accordance with the API Specification.
- c. You will not use the Services for any purpose other than as permitted pursuant to this Agreement, including for the attestation of TFNs and TNs, performing data analytics and otherwise maintaining your network, and detecting and preventing fraudulent, abusive, or unlawful use of TFNs and TNs.
- d. You will only access the Services via the API, UI or SFTP, if any, and cannot create a proxy to the Services.
- e. You will comply with all applicable local, state and federal laws and regulations, and be responsible for obtaining any and all applicable local, state and federal approvals, if any.
- f. You will be responsible for protecting and limiting access to the Services and your credentials and will be liable for all unauthorized usage of or access to the Services 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 Services in any manner or form, 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 promptly notify Somos, in the manner provided in Section 16.d., in the event of any material change in any information that you have provided to Somos related to this Agreement or the Services.
- h. You will be liable for the actions and omissions of your Customers for any breach of this Agreement or your obligations under this Agreement that are caused, directly or indirectly, by or on behalf of your Customers.
- i. You will not perform any functions using the Services that are not expressly provided for under this Agreement.
- j. 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 the Services or any part thereof;
 - ii. reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code or object code of the Services or any part thereof;
 - iii. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or any part thereof 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 the Services or any part thereof.
- k. You acknowledge and agree that the API and GUI permit Somos to periodically monitor your compliance with this Agreement. Somos may suspend access and/or require reauthorization for you to access the Services for trouble conditions caused by your equipment, communication facilities, or other causes within your control. Somos may suspend or terminate your access to the Services and your other rights under this Agreement for cause pursuant to Section 14.e. if you breach or violate the terms of this Agreement or if you fail to meet Somos' criteria for reauthorization.
- l. You acknowledge and agree that upon at least ten (10) business days' notice, and subject to the confidentiality provisions contained in this Agreement, Somos, or a designated third

party which is subject to and bound by a written confidentiality agreement with you, may audit your network to confirm the number and identity of the Customers who are receiving access to the Services, the fees charged to each Customer during the three most recently completed months, and the number of queries performed during the three most recently completed months by each Customer.

- m. Somos may suspend access and/or require reauthorization for you to access RealNumber for trouble conditions caused by your equipment, communication facilities, or other causes within your control. Somos may suspend or terminate your access to RealNumber and your other rights under this Agreement for cause if you violate the terms of this Agreement, or if you fail to meet Somos' criteria for reauthorization.
- n. The API, UI, SFTP, RealNumber, any Somos offering, and any modifications thereof or content created or derived therefrom, ("Somos products and services") are "commercial items," as that term is defined in 48 C.F.R. 2.101 (Jan. 2001), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Nov. 2007). Notwithstanding anything to the contrary in this Agreement, you will not license, sell, transfer or distribute any portion of the Somos products and services to any federal, state, county or local government if such license, sale, transfer or distribution would require Somos to comply with any federal, state, county or local government procurement or similar laws, rules or regulations unless Somos consents in writing to such license, sale, transfer or distribution. In the event that Somos consents in writing to such license, sale, transfer or distribution, all such U.S. Government Customers acquire the Somos products and services with only those rights set forth herein.

21. Branding

- a. You agree that all services you provide to your Customers in connection with RealNumber will indicate that they are provided through the use of RealNumber. You agree to comply with the standards for the use and placement of the following two (2) Somos trademarks: Somos[®]; and RealNumber[®] (collectively, the "Somos Marks"), that are provided from time to time by Somos to all Distributors. You agree to require that your Customers who provide services in connection with RealNumber indicate that such services are provided through the use of RealNumber. You agree to require that such customers agree to comply with the standards for the use and placement of the Somos Marks that are provided from time to time by Somos to all Distributors.
- b. Somos hereby grants to you during the Term of this Agreement a non-exclusive license to use the Somos Marks solely in connection with services provided through use of RealNumber, and subject to your compliance with Somos' standards for use of the Somos Marks.
- c. You grant to Somos during the Term of this Agreement a fully paid-up, royalty-free license to use your name and marks in connection with Somos' promotion of the Services for so long as you are using the Services.
- d. You agree to provide Somos with the opportunity to review all marketing and promotional materials that include references to the RealNumber Services or to Somos and that Somos' prior written approval of all such marketing and promotional materials is required.

22. Payment; Billing

- a. **License Fees.** You agree to pay Somos the Fees set forth on the Fee Schedule for the specific Services provided hereunder.
- b. **Invoices.** Somos will render invoices monthly in arrears, with payment due thirty (30) calendar days from the date of invoice. Payments due to Somos as provided for in this Agreement will, 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. Interest will be compounded monthly. If the amount of such late payment charge exceeds the maximum permitted by Delaware law for such charge, the late payment charge will be reduced to such maximum amount.
- c. In addition to the Fees, you will 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 7.c. hereof.
- e. In the event Distributor is late paying more than two invoices, at Somos' request, Distributor will provide Somos with Ten Thousand Dollars (\$10,000.00 USD) to be held as a security deposit, which Somos may apply to any past due invoices. Distributor is required to replenish the security deposit upon Somos' request.

23. Updates to the Services

When Updates to the Services that may be made by Somos from time to time will affect your access to the Services, 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.

24. Confidential Information

- a. As used in this Agreement, the term "Confidential Information" will mean any information or data of a Party which is disclosed by that Party (the "Disclosing Party") to the other Party (the "Receiving Party") 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 Services, tokens and other log-in credentials supplied by Somos to you, all non-public data regarding the operation of the Services and of Somos, all of Somos' supporting software systems used in conjunction with the Services, which records may also include the Confidential Information of relevant Responsible Organizations, Local Number Managers or other Customers.

Without limiting the generality of the above, your Confidential Information includes non-public financial and other information submitted in connection with your application to become a Distributor, provided, however, that your Confidential Information will not include such information if it is necessary for the population of the Services, or for the downloading (and updating) of this information by other Distributors and Customers for the provision of the Services.

- b. No information will 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 or TN, the status of any TFN or TN, the name of a Responsible Organization, Local Number Manager or other Distributors and Customers, or the contact information for the Responsible Organizations, Local Number Manager or other Distributors and Customers for any TFN or TN.
- 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 of 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 will not disclose Confidential Information to any other person or entity without the prior written consent of the Disclosing Party, and the Receiving Party will 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) calendar 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.

25. 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 are in good standing with all requirements of Somos and will continue to maintain your good standing throughout the Term of this Agreement;
- c. 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
- d. You will comply, and will ensure that your Customers will comply, with your obligations as set forth in this Agreement.

26. Warranties; Limitations of Liability

- a. **WARRANTIES.** Somos warrants that the API, UI and SFTP will be provided in a manner (i) that meets or exceeds prevailing industry standards, and (ii) that is reasonably designed for the intended use. Somos warrants, to the best of its knowledge after implementing reasonable measures, that the API, UI or SFTP does not contain any third party computer code intentionally designed to disrupt, disable, or harm in any manner the operation of the Services (e.g., "viruses" or "worms"). Somos further warrants, to the best of its knowledge, that the API, UI or SFTP does not infringe any third party trade secret, copyright, or U.S.-issued patent or trademark. **OTHER THAN THE FOREGOING, SOMOS AND ANY SOMOS SUBSIDIARY OR AFFILIATE MAKE NO REPRESENTATION OR WARRANTY TO YOU OR TO ANY THIRD PARTY, AND YOU AGREE THAT THE USE OF THE SERVICES IS ENTIRELY AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. THE SERVICES PROVIDED OR APPROVED BY SOMOS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND (EXPRESS, IMPLIED OR OTHERWISE)**

AND THAT SOMOS AND ANY SOMOS AFFILIATE ARE NOT LIABLE IN ANY MANNER OR FORM FOR ANY INFORMATION PROVIDED TO SOMOS BY ANY THIRD PARTY AND SOMOS IS NOT RESPONSIBLE FOR HOW YOU USE ANY SUCH INFORMATION. WITHOUT LIMITING THE FOREGOING, SOMOS MAKES NO REPRESENTATION OR WARRANTY THAT (A) THE SERVICES, THE API, THE UI, SFTP, OR PROGRAMS WRITTEN USING THE API, UI OR SFTP TO ACCESS OR INTERACT WITH THE SERVICES 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 THE SERVICES, THE API, UI OR SFTP WILL BE ACCURATE, COMPLETE, CURRENT, ERROR-FREE, SECURE OR RELIABLE, OR (C) THAT ANY DEFECTS IN THE SERVICES, THE API, UI, SFTP OR PROGRAMS WRITTEN USING THE API TO ACCESS OR INTERACT WITH THE SERVICES, UI OR OR SFTP WILL BE CORRECTED. SOMOS MAKES NO REPRESENTATION REGARDING YOUR ABILITY TO TRANSMIT AND RECEIVE INFORMATION FROM OR TO THE SERVICES, AND YOU AGREE AND ACKNOWLEDGE THAT YOUR ABILITY TO ACCESS THE SERVICES 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 WILL 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 THE SERVICES, THE API, THE UI, SFTP, 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 THE SERVICES, THE API, UI OR SFTP. EXCEPT FOR SECTION 12.A. (INDEMNIFICATION), SOMOS' TOTAL CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR YOUR USE OF THE SERVICES, THE API, THE UI OR SFTP WILL NOT EXCEED TEN DOLLARS (\$10.00). THE DISCLAIMERS AND LIMITATIONS SET FORTH IN THIS SECTION WILL 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 THE SERVICES AND THE API, UI OR SFTP 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 12 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.

27. Indemnification.

- a. Each Party agrees to indemnify, to hold harmless and to defend at its sole cost and expense the other Party from any and all liabilities, damages, losses and expenses, including reasonable attorneys’ fees and costs, arising out of the other Party’s violation of any applicable law.
- b. You agree to indemnify, to hold harmless and to defend at your sole cost and expense Somos from any and all liabilities, damages, losses and expenses, including reasonable attorneys’ fees and costs, arising out of: (i) your use or attempted use, and any use or attempted use by your Customer, of any of RealNumber, the API, the UI, or SFTP in violation of the terms of this Agreement or in excess of the rights granted to you herein; or (ii) any claim which if proven would constitute a breach of your warranties to Somos as set forth herein.
- c. Somos agrees to indemnify, to hold harmless and to defend at its sole cost and expense You from any and all liabilities, damages, losses and expenses, including reasonable attorneys’ fees and costs, arising out of a third-party claim that your use of RealNumber, the API, the UI or SFTP or the exercise of any rights granted hereunder, each in accordance with the terms of this Agreement, infringes any intellectual property right of any third party.
- d. You agree to indemnify, to hold harmless and to defend at your sole cost and expense Somos from any and all liabilities, damages, losses and expenses, including reasonable attorneys’ fees and costs, arising out of a third-party claim that the Application made by you infringes any intellectual property right of any third party.

28. Somos Remedies

In the event that you are found to be in default of any of the provisions of Sections 3, 5, 7, 9, or 10, and without limitation of any other remedies available to Somos, Somos may, without waiver or diminution of any and all other remedies available to it, immediately seek injunctive relief, without the necessity of posting bond, or proving irreparable harm or the lack of an adequate remedy at law.

29. 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, Distributor will provide Somos with a certificate of the insurance specified herein. Distributor will not cancel this insurance, or make any material change in coverage, without giving Somos at least thirty (30) calendar days' prior written notice.

30. Term; Suspension; Termination

- a. **Term.** This Agreement will begin when you accept these terms and conditions in the manner provided herein and will continue until terminated as provided herein.
- b. **Requirements upon Termination.** Upon termination of this Agreement for any reason, all licenses granted hereunder will immediately terminate and:
 - (i) you will cease distribution and marketing of RealNumber;
 - (ii) you will cease all use of the Services, the API, the UI, SFTP and the API Specifications and any materials provided by Somos containing Confidential Information;
 - (iii) you must destroy the API Specifications and any materials regardless of manner or form provided by Somos containing Confidential Information in your possession or control;
 - (iv) you will cease identifying yourself as a Distributor in any manner and form; and
 - (v) you must (a) pay all amounts owing to Somos hereunder as of the effective date of termination, and (b) terminate any access to RealNumber; and
 - (vi) terminate any access to the Services.
- 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 the Services. Such suspension will last until Somos either determines, in its absolute discretion, that you have cured the breach or terminates this Agreement as provided in this Section 15. Without limiting the foregoing, Somos may require you to re-apply for authorization to access the Services 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) calendar days' prior written notice of termination. Somos may terminate this Agreement for convenience at any time by giving you sixty (60) calendar days' prior written notice of termination.
- e. **Termination for cause.** Either Party may terminate this Agreement for cause upon thirty (30) calendar 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) calendar day period. The notice will specify with reasonable particularity the reasons for termination. Notwithstanding the foregoing, Somos may terminate this Agreement immediately upon notice to you if you breach or violate your obligations under this Agreement respecting Somos' Confidential Information, use your access to the Services or the API 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 the Services, the TFN system or Somos' obligations under the Tariff. If Somos terminates this Agreement for cause, you will immediately

satisfy the requirements set forth in Section 14.b. above. If you terminate this Agreement for cause, your sole remedy, and Somos' sole liability, will be payment of damages caused by Somos' breach, subject to the limitations on liability set forth in Section 11.

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

31. General

- a. This Agreement does not grant to you any exclusive right to any of 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 will 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 breach or 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 the Services. Somos will provide advanced notice of such modifications. By continuing to use the Services using the API, the GUI or SFTP 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 the Services, electronic mail to your e-mail address on record with Somos, "push" notifications or other similar means, or by written communication sent by first class mail to your address on record with Somos. You hereby consent to receive all such notifications. You may give notice to Somos and such notice will be deemed given when received by Somos at any of the following:
 - Electronic mail to realnumber@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 will 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, pandemic, epidemic, 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 will 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 Commonwealth of Massachusetts, excluding its conflict of laws rules, and you expressly consent to the exclusive personal jurisdiction of the state and federal courts located in Suffolk County, Boston, Massachusetts for the adjudication of any case or controversy arising under this Agreement, and the Parties hereby waive their right to a trial by jury in any such litigation.
- i. This Agreement constitutes the entire agreement between the Parties pertaining to its subject matter and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, except as specifically set forth in this Agreement. No supplement, modification, amendment or waiver of this Agreement will be binding unless executed in writing by both Parties.

[Schedule A follows]

SCHEDULE A

SOMOS API LICENSE AGREEMENT

Thank you for your interest in the API for the Services offered by Somos pursuant to the RealNumber Agreement (Agreement). Because we are committed to protecting our users, we require you to abide by the terms of this API License Agreement (the “API License”). 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 “you” and “your” as used herein refer to you and your employer. The terms “we” or “us” as used herein refer to Somos, Inc. Capitalized terms not otherwise defined herein will have the definitions as assigned in the Agreement.

1) *Definitions.*

- a) “API” means the application programming interface for the Services.
- b) “Application” 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) “Content” 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) “Developer Tools” 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) “Tariff” 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) “TFN” 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:

- a) You will not (and will not assist or encourage any third party to): (a) modify, alter or create derivative works of, except in accordance with Section 2, and (b) reverse engineer, disassemble or decompile or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of any software, including, without limitation, the Developer Tools, provided to you as part of this API License;
- b) You will not access or use the Developer Tools or interact with the API except in accordance with Section 2;
- c) Your Applications will not contain or introduce any computer code designed to disrupt, disable, harm, distort or otherwise impede in any manner the legitimate operation of any software, including, without limitation, the Developer Tools (including, without limitation, any viruses, worms, trojan horses, time bombs, and back doors);

- d) Your Applications will not infringe any third party's intellectual property or other proprietary rights;
 - e) You will not use the Developer Tools in any manner that could damage, disable, overburden or impair any Somos offering, including, without limitation, the Services, any Somos service or website; negatively affect or interfere with the use and enjoyment of any Somos offering by any third party; or disrupt the normal flow of traffic of any Somos offering;
 - f) You will comply with all applicable laws, regulations, contracts, and policies, including, without limitation, current Somos policies, applicable to you concerning the use of the Developer Tools, including your Application's use of, access to, or otherwise interaction with the Services;
 - g) You will not remove any product identification, proprietary, copyright or other notice contained in any software, including, without limitation, the Developer Tools, provided to you as part of this API License;
 - h) You will not access or use the Developer Tools, or combine or use the Developer Tools with any other software, code, or other material, in any manner that may (a) require Somos to grant to you or any third party the right to decompile, disassemble, reverse engineer or otherwise derive the source code or underlying structure of any Somos offering, including, without limitation, the Developer Tools or (b) limit in any manner Somos' ability to charge license fees or otherwise seek compensation in connection with marketing, licensing, or distribution of any Somos offering, including, without limitation, the Developer Tools; and
 - i) You will not sublicense, transfer, or assign any rights granted to you by Somos.
- 4) *Somos Rights.* Somos may change, suspend, or discontinue any aspect of the Developer Tools, API, the Services, or other Somos service at any time, including the availability of any API or any of the benefits or features provided in connection with your use of the API. Somos may also impose limits on certain features and Somos services or restrict your access to parts or all of the API or the Services without liability. Somos may determine API query limits based on various factors, including, without limitation, the ways your Applications may be used or the anticipated volume of use associated with your Applications.
- 5) *Right to Monitor and Audit.* You agree that Somos may monitor and audit your Applications or activities relating to your use of the Developer Tools. You will not seek to block or otherwise interfere with such monitoring or audit, and Somos may use technical means to overcome any methods you may use to block or interfere with such monitoring. Your failure to reasonably comply with Somos' efforts to audit your compliance with this API License will constitute a breach of this API License.
- 6) *Ownership.* As between Somos and you: (i) Somos owns all right, title and interest in and to all intellectual property and other proprietary rights embodied in or associated with the Developer Tools, API, the Services, any Somos offering, and any modifications thereof or content created or derived therefrom; and (ii) you retain all right, title and interest in and to all intellectual property and other proprietary rights embodied in or associated with your Applications solely to the extent not owned by Somos.
- 7) *Trademarks.* Somos' trademarks, trade names, service marks and logos ("Trademarks") are property of Somos and Somos does not grant you the right to use any Trademarks.

- 8) *Non-competition.* You will not use the Developer Tools to directly or indirectly compete with Somos. You will not allow any direct or indirect competitor of Somos to derive any benefit from your access to and use of the Developer Tools. Nothing in this API License will prevent Somos from developing, acquiring, licensing, marketing, promoting, offering, hosting, or distributing products, software or technologies that perform the same functions as or compete with your Applications.
- 9) *Indemnification.* You will indemnify, defend, and hold Somos (including, without limitation, its affiliates, directors, employees and agents) harmless from and against any and all third party claims, liabilities, losses, damages and costs, including, without limitation, attorneys' fees arising from or in any way related to your acts and omissions in connection with this API License, any breach by you of this API License or your access to and use of the Developer Tools or interaction with the API.
- 10) *DISCLAIMER OF WARRANTIES.* THE DEVELOPER TOOLS ARE PROVIDED “AS IS,” “WITH ALL FAULTS,” AND “AS AVAILABLE” WITH NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. SOMOS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AND EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, SECURITY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES AND IN SUCH JURISDICTIONS THE ABOVE EXCLUSIONS WILL NOT APPLY SOLELY TO THE EXTENT REQUIRED BY LAW. Without limiting the generality of the foregoing, Somos makes no representations or warranties regarding the availability or uptime of any Developer Tools or that the Developer Tools will operate without interruption, be error-free, or free of harmful components. Somos may conduct maintenance on, temporarily suspend or altogether stop providing any of the Developer Tools at any time with or without notice to you.
- 11) *LIMITATION OF LIABILITY.* SOMOS WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, COVER, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES OR LIABILITIES IN CONNECTION WITH THIS API LICENSE WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND LIABILITIES. IN NO EVENT WILL SOMOS’ TOTAL AND AGGREGATE LIABILITY UNDER THIS API LICENSE EXCEED TEN DOLLARS (\$10). SOME JURISDICTIONS DO NOT ALLOW FOR CERTAIN LIMITATIONS OF LIABILITY AND IN SUCH JURISDICTIONS THE ABOVE LIMITATIONS WILL NOT APPLY SOLELY TO THE EXTENT REQUIRED BY LAW.
- 12) *Termination.*
 - a) *Term.* The term of this API License begins on the date you first access or use the API and continues until terminated in accordance with this API License.

- b) *Termination.* Somos may suspend or discontinue your access to the Developer Tools, revoke the license granted by this API License, limit the number of queries you make to the Services, or terminate this API License for any or no reason and without liability to you.
 - c) *Effect of Termination.* Upon the termination of this API License, access to the Developer Tools, API or other Somos service including any credentials thereto are revoked and all licenses and rights granted hereunder terminate. You must immediately cease all access to and use of the Developer Tools through any means, and Somos may, at its option, terminate your access to the Services. You must promptly destroy all materials in your possession pertaining to the Developer Tools and, upon Somos' request, certify to Somos in writing that you have done so.
 - d) *Survival.* The following Sections survive any termination of this API License: Definitions (1), Ownership (6), Non-competition (8), Indemnification (9), Disclaimer of Warranties (10), Limitation of Liability (11), Termination (12), Confidentiality (13), and General (14).
- 13) *Confidentiality.* You will not disclose to any third party any non-public information provided by Somos to you under this API License, including without limitation, information respecting the Developer Tools, the API, and any tokens or log-in credentials, non-public information regarding the operation of the Services and of Somos and all of Somos' supporting software systems used in conjunction with the Services ("Confidential Information"), will only use the Confidential Information to exercise the rights granted to you in Section 2 and will only disclose the Confidential Information to your employees, bound by written confidentiality obligations at least as protective as those contained herein, with a need to know the Confidential Information to exercise the rights granted to you in Section 2. You will protect the Confidential Information at least as well as you protect other information of a similar nature or importance, but in any case with at least reasonable care. You agree to return all Confidential Information in your possession, custody or control upon the termination of this API License. The obligations of confidentiality set forth in this Section 13 will not apply to information which (a) has entered the public domain except where such entry is the result of your breach of this API License; (b) prior to disclosure hereunder was already in your possession; or (c) subsequent to disclosure hereunder is obtained by you on a non-confidential basis from a third party who has the right to disclose such information to you.
- 14) *General.*
- a) API License 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 API License of the Parties hereto that this API License is between Somos and you only, and nothing herein contained will confer upon any third party any rights against Somos, or Somos' subsidiaries, whether under a third party beneficiary in theory or otherwise.
 - b) *Modifications.* Somos may change the terms of this API License from time to time and will post the amended terms on the Somos web site, or will otherwise notify you of the amended terms. Your continued use of the Developer Tools or API after the date on which amended terms are posted, or you are otherwise notified, constitutes your acceptance of such amended terms.
 - c) *Assignment.* Somos may assign, delegate or subcontract this API License in whole or in part to one or more subsidiaries, successors, delegates or subcontractors. You may

assign this API License 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 API License inure to the benefit of and are binding upon the heirs, successors, and permitted assigns of the Parties.

- d) *Notice.* Somos may give notice to you by means of a general notice through the Services, electronic mail to your e-mail address on record with Somos, "push" notifications or other similar means, or by written communication sent by first class mail to your address on record with Somos. You hereby consent to receive all such notifications. You may give notice to Somos and such notice will be deemed given when received by Somos at any of the following:
- Electronic mail to realnumber@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) *Remedies.* The Parties acknowledge that monetary damages may not be a sufficient remedy for any violation of the provisions of this API License regarding Confidential Information, Somos' Ownership rights and Trademarks, and that Somos may suffer irreparable damage through any such violation and that therefore, in addition to any other remedies it may have, Somos may seek and obtain injunctive relief against a breach or threatened breach of such obligations by you.
- f) *Waiver.* No course of dealing or failure of either Party to enforce strictly any term, right or condition of this API License will be construed as a waiver of such term, right or condition.
- g) This API License does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between you and Somos.
- h) *Governing Law; Jurisdiction.* This API License will be construed and enforced in accordance with the domestic laws of the Commonwealth of Massachusetts, excluding its conflict of laws rules, and you expressly consent to the exclusive personal jurisdiction of the state and federal courts located in Suffolk County, Boston, Massachusetts for the adjudication of any case or controversy arising under this API License, and the Parties hereby waive their right to a trial by jury in any such litigation.

[*End of Schedule A*]

SCHEDULE B

Responsible Organizations and Local Number Managers

In addition to the Agreement, the following provisions and Appendices apply **only** to **Responsible Organizations and Local Number Managers**.

(The RealNumber Subscriber Agreement entered into by and between each Subscriber and Somos, Inc. will be the governing agreement for the Services provided to each Subscriber.)

The following provisions and Appendices are hereby incorporated in and added to the provisions of the Agreement and applicable to Responsible Organizations and Local Number Managers (each referred to herein as “**Number Manager**”, “**your**” or “**you**”) for the Services provided pursuant to the Agreement.

5. Company Responsibilities and Agreements – The following new subsection “1.” is hereby added to Section 5:

1. Number Manager will maintain only one (1) API connection.

7. License Fees – The following provision will apply as Section 7:

Somos will provide the Services to the Number Manager pursuant to this Agreement without Fees, provided, however, Somos reserves the right to amend this Agreement and impose Fees at Somos’ discretion.

15. General – Subsection “i.” of Section 15 is deleted in its entirety and replaced in its entirety with the following:

i. This Agreement constitutes the entire agreement between the Parties pertaining to its subject matter and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, except as specifically set forth in this Agreement. From time to time Somos may make amendments to this Agreement, including its Appendices as the Services evolve. If you do not agree to, or cannot comply with, this Agreement as amended, you must stop using the Services. You will be **deemed** to have **accepted** this Agreement, as it may be **amended** from time to time, if you continue to use any of the Services **after** any amendments to this Agreement are posted on the site.

Appendix One - RIGHT TO USE (“RTU Appendix”)

Appendix Two - DO NOT ORIGINATE (“DNO Appendix”)

[End of Schedule B]

APPENDIX ONE

RIGHT TO USE (“RTU Appendix”)

This RTU Appendix is governed by the terms and conditions, and made a part, of that certain RealNumber Agreement, including its Schedule A (Somos API License Agreement) and Schedule B, (the “Agreement”) entered into by and between the Parties hereto. Capitalized terms not otherwise defined herein will have the definitions as assigned in the Agreement.

WHEREAS, Somos is willing to provide to Number Manager the right to access and use Right To Use (RTU) through RealNumber via API, UI or SFTP, in accordance with the terms of this RTU Appendix and the Agreement, solely for the purpose of enabling authentication and maintaining the confirmation of the right to use a TFN or TN; and

WHEREAS, Number Manager desires to access and use RTU through RealNumber via API, UI or SFTP in accordance with the terms of this RTU Appendix and the Agreement, solely for the purpose of enabling authentication and maintaining the confirmation of the right to use a TFN or TN for outbound calls.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, the parties hereby agree as follows:

1. *Definitions* In addition to capitalized terms expressly defined elsewhere in this Appendix, the following term shall have the meaning set forth below:
 - a. “RTU” means the RealNumber RTU system that enables a Number Manager with the ability to verify and maintain the verification of the right to use a TFN or TN.
 - b. “RTU Fees” means the fees applicable for your access and use of RTU.
2. *Grant of access to RTU.* You may access and use RTU through RealNumber via API, UI or SFTP solely for the purpose of enabling authentication and maintaining the confirmation of the right to use a TFN or TN, in accordance with the terms of this RTU Appendix and the Agreement. You may access the RTU via a query whether (i) solely for the TFNs or TNs that you control, or (ii) based upon a Letter of Authorization (“LOA”) presented to the Number Manager by an enterprise that has been vetted and approved by the Number Manager, in order to have an authorization code generated confirming the right to use a TFN or TN.
3. *Your Obligations.*
 - a. Number Manager will, through the API, UI or SFTP, access and use RTU to either (i) authenticate a TFN or TN to then have an authorization code generated for the Number Manager, or (ii) based upon an LOA presented to the Number Manager by an enterprise that has been vetted and approved by the Number Manager, authenticate a TFN or TN to then have an authorization code generated for the Number Manager on behalf of the applicable enterprise. Number Manager acknowledges and agrees that Number

- Manager will review and either approve or deny, as applicable, each and all LOAs submitted to Number Manager.
- b. Number Manager will be responsible and liable for maintaining a file for each LOA received by Number Manager and to keep such file updated. Number Manager acknowledges and agrees that Somos will not be responsible or liable in any form or manner for the information in, any review, storage, archiving of, any LOA.
 - c. If Number Manager wishes to validate RTU for TFNs or TNs that the Number Manager does not control, Number Manager will be required to sign a separate commercial agreement as a “Subscriber”.

4. *RTU Fees*. The RTU Fees will be as follows: **Waived**

[End of Appendix One]

APPENDIX TWO

DO NOT ORIGINATE (“DNO APPENDIX”)

This DNO Appendix is governed by the terms and conditions, and made a part, of that certain RealNumber Number Manager Agreement, including its Schedule A (Somos API License Agreement), (the “Agreement”) entered into by and between the Parties hereto. Capitalized terms not otherwise defined herein will have the definitions as assigned in the Agreement.

WHEREAS, Somos is willing to provide the Number Manager with access through RealNumber to maintain the Do Not Originate Data Fields for numbers the Number Manager controls, in accordance with the terms of this DNO Appendix and the Agreement;

WHEREAS, Number Manager desires to access and use the Do Not Originate Data Fields, in accordance with the terms of this DNO Appendix and the Agreement, solely for the purpose of maintaining the DNO status of Active numbers that Number Manager controls.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, the parties hereby agree as follows:

1. Definitions In addition to capitalized terms expressly defined elsewhere in this Agreement, the following term shall have the meaning set forth below:

- a. “DNO Data Fields” means the data fields available through RealNumber which provide do not originate data for TFNs and/or TNs.
- b. “DNO Fees” means the fees applicable for your access and use of DNO.

2. Grant of access to DNO Data Fields. You may access and use the DNO Data Fields through RealNumber via API, UI or SFTP solely for the purpose of maintaining the DNO status of Active numbers that the Number Manager controls, in accordance with the terms of this DNO Appendix and the Agreement. You may access the DNO Data Fields via a query. Your access to and use of the API is subject to the Agreement. If Number Manager wishes to validate DNO for TFNs or TNs that the Number Manager does not control, Number Manager will be required to sign a separate commercial agreement as a “Subscriber”.

3. Your Obligations.

- a. Inclusion of Do Not Originate Data. Number Manager agrees to upload “do not originate” data only for, at the time you upload the data, (i) TFNs for which you are listed as the Number Manager of record in the SMS/800 TFN Registry, or (ii) for TNs for which you are the Service Provider ID (SPID) holder or, as a subsidiary of the Number manager, have been verified by the SPID holder to manage, and shall update the data as necessary. Any such “do not originate” data that you upload will be provided “AS IS”, without any representations or warranties. All participants in the Do Not Originate Data Fields will have the right to access and use such “do not originate” data solely for the purposes of updating and maintaining the Do Not Originate status of

numbers the Number Manager own, subject to the terms and conditions of the RealNumber Customer Agreement entered into by each participant.

4. *DNO Fees*. The DNO Fees will be based on your selection as follows: **Waived**

[End of Appendix Two]