

STI PARTICIPANT AGREEMENT

SERVICE PROVIDER

PLEASE READ THIS AGREEMENT CAREFULLY, AS IT IS A LEGALLY BINDING AGREEMENT BETWEEN ICONECTIV, LLC AS THE STI POLICY ADMINISTRATOR ("POLICY ADMINISTRATOR") AND THE SERVICE PROVIDER AS THE APPLICANT, FOR A LICENSE TO USE THE STI SERVICE IN ACCORDANCE WITH THE TERMS OF THIS PARTICIPANT AGREEMENT ("AGREEMENT"). BY CLICKING ON THE "YES" BUTTON AFTER COMPLETING ENROLLMENT, THE SERVICE PROVIDER REPRESENTS AND CONFIRMS THAT IT IS AUTHORIZED TO ENTER THE AGREEMENT ON BEHALF OF THE SERVICE PROVIDER'S COMPANY AND ALL USERS THAT ARE IDENTIFIED FOR THE ACCOUNT; AND THAT THE SERVICE PROVIDER HAS READ, ACCEPTS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS IN THIS AGREEMENT AND ALL TERMS, POLICIES, AND GUIDELINES INCORPORATED BY REFERENCE. IF SERVICE PROVIDES DOES NOT AGREE TO ALL OF THESE TERMS, DO NOT SUBMIT YOUR ENROLLMENT.

Each party that enrolls as a telephone service provider using the STI Participant Portal (located at <https://authenticate.iconectiv.com/>) operated by Policy Administrator hereby accepts the terms of this STI Participant Agreement ("Agreement") on behalf of itself and all affiliates that use the service established hereunder (collectively, "Service Provider"). This Agreement establishes the terms and conditions applicable to the Service Provider's usage of the systems established by the Policy Administrator of the Secure Handling of Asserted information using toKENS/Secure Telephone Identity Revisited ("SHAKEN/STIR") program for the United States (the "Service").

Policy Administrator may (and ATIS shall have the right to cause Policy Administrator to) modify any of the terms and conditions contained in this Agreement or any terms, policies, or guidelines incorporated by reference at any time by positing a revised version on the STI Participant Portal. Policy Administrator will provide at least forty-five (45) days' written notice of changes, but shorter notice or notice immediately after the change may be provided if earlier implementation of any changes is necessary to protect the integrity of the Service or the SHAKEN/STIR program. Any modification to terms, policies, or guidelines incorporated by reference will be effective under the terms of each term, policy, or guideline. Service Provider's continued use of this the Service after the posting of modifications will constitute acceptance of such modifications to this Agreement. Service Provider may avoid application of the modified terms only by terminating this Agreement by canceling its enrollment by sending notice of termination to Policy Administrator at productsupport@iconectiv.com.

1. Purpose of the Agreement. At the recommendation of the Federal Communications Commission's North American Numbering Council ("NANC") Report on Selection of Governance Authority and Timely Deployment of SHAKEN/STIR, a "Governance Authority" was established under the auspices of the Alliance for Telecommunications Industry Solutions, Inc., a New York not-for-profit corporation with principal offices at 1200 G Street, NW Suite 500, Washington, DC 20005 ("ATIS"), which with the approval of the Governance Authority Board then retained the Policy Administrator to perform the roles set forth in the ATIS SHAKEN Specifications as defined below. The Policy Administrator has retained certain entities to participate in the Service by issuing digital certificates and vouching for the binding between the SPC token and the certificate (each such participant, a "Certification Authority").
2. Third Party Beneficiary. ATIS is expressly designated by the Parties as a third-party beneficiary of this Agreement with all rights to enforce the terms that provide Policy Administrator or ATIS with rights

or remedies, and such terms are intended to inure to the benefit of ATIS. The Governance Authority of the SHAKEN/STIR program is operating under the auspices of ATIS, and this designation is appropriate to effectuate the Parties' intention that their performance hereunder is intended for the benefit of such Governance Authority. ATIS may assign its third-party beneficiary rights to a successor SHAKEN/STIR Governance Authority upon notice to the Parties.

3. Account Enrollment. Service Provider shall establish an account with the Policy Administrator through the STI Participant Portal. Enrollment requires and constitutes acceptance of this Agreement, as it may change from time to time in accordance with its terms. The person that submits the account registration represents and warrants that he or she has the legal authority to bind the Service Provider to this Agreement.
4. Right to Use. Policy Administrator grants to Service Provider a personal, non-transferable non-exclusive right to use the Service solely for purposes contemplated in this Agreement ("RTU"). Notwithstanding anything in this Agreement to the contrary, Service Provider will not acquire any right, title or interest (including any intellectual property rights) in or to the Service or any technology, software, tools, content, documentation, specifications or other materials owned or controlled by Policy Administrator or ATIS or their licensors, or any modifications, derivatives, improvements or enhancements thereto. No right is granted to Service Provider to (i) reproduce, modify, translate or disassemble the Service; or (ii) to transfer, assign or sublicense its access to the Service; or (iii) to create any derivative works or create its own database using information from the Service without the prior, written consent of iconectiv.
5. Service Provider Code Tokens. In accordance with the terms of this Agreement and the ATIS SHAKEN Specifications, Policy Administrator will provide Service Provider Code ("SPC") tokens that Service Provider may use to obtain certificates from authorized Certification Authorities to verify the digital signatures associated with SIP identifiers associated with Voice over IP telephone calls originated on the Service Provider's network
6. Use of SPC Tokens. Service Provider agrees to use SPC tokens only for the intended purposes as set forth in this Agreement and the ATIS-1000074, ATIS-1000080 and ATIS-1000084 specifications and any amended, successor, and/or additional specifications as posted by ATIS or its successor at <https://www.atis.org/sti-ga/resources> (the "ATIS SHAKEN Specifications"), and in compliance with all requirements of such specifications. Service Provider shall immediately report to Policy Administrator at 1-800-458-4826 or 1-732-699-6703 or productsupport@iconectiv.com any suspected fraud, security risks, or intentional efforts to undermine the effectiveness of the Service, SPC tokens, a Certification Authority or the SHAKEN/STIR program by any person, known or unknown.
 - a. Service Provider may obtain certificates from any Certification Authority currently approved by the Policy Administrator. Policy Administrator will provide a list of approved Certification Authorities to Service Provider's STI Verification System ("VS"). Service Provider shall maintain a VS in accordance with the ATIS SHAKEN Specifications.
 - b. Service Provider shall not sign any telephone calls that do not meet the levels of attestation in the ATIS SHAKEN Specifications.
7. Annual Fee
 - a. Policy Administrator shall invoice and Service Provider shall pay an annual fee (the "Annual Fee") to Policy Administrator per calendar year (or partial year) for the use of the Service. The amount of the Annual Fee may vary based upon the relevant revenues or other characteristics of the Service Provider, subject to ATIS approval. Notwithstanding any restriction established

by any other agreement, Service Provider expressly grants Policy Administrator the right to use data that the Policy Administrator has received from the Service Provider or its affiliate, or the Federal Communications Commission or its agents, regarding the Service Provider's U.S. revenues and/or communications connections, solely for the purpose of determining the applicable Annual Fee consistent with criteria posted by ATIS on a public website. In the event that Policy Administrator does not have access to all of the necessary information to apply the ATIS criteria, Service Provider will provide to Policy Administrator such necessary information upon Policy Administrator's request, and such information shall be treated as confidential STI Service Data in accordance with Section 14.

- b. Payment instructions will be included in the invoice submitted to each Service Provider. Policy Administrator has no obligation to provide SPC tokens to Service Provider if Service Provider has not paid the required Annual Fees. Policy Administrator's sole remedy for late or non-payment of an Annual Fee is to deny access to the Service and revoke the Service Provider's SPC tokens.

8. Term; Termination; Suspension.

- a. Term. The term of this Agreement shall commence with Service Provider's payment of the first Annual Fee and acceptance of the terms of this Agreement through the STI Participant Portal and shall continue until Service Provider or Policy Administrator terminates the Agreement.
- b. Termination. Service Provider may terminate this Agreement for any reason or no reason by cancelling its enrollment by sending notice of termination to Policy Administrator at PRODUCTSUPPORT@ICONECTIV.COM. Policy Administrator may terminate this Agreement at any time in the event of the termination of the Service or the SHAKEN/STIR program.
- c. Suspension. Upon providing prior written notice (to the extent practicable), Policy Administrator may suspend Service Provider's access to the Service and/or revoke existing SPC tokens immediately upon reasonable belief that Service Provider is in breach of this Agreement. Service Provider may appeal to Policy Administrator for restoration of its access to the Service and/or SPC tokens by demonstrating compliance with the terms of the Agreement.
- d. Effect of Termination. Neither Party shall be liable to the other Party for damages of any kind solely as a result of terminating this Agreement in accordance with its terms. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement will survive any termination or expiration of this Agreement and continue in full force and effect, including Sections 2, 8.c, 8.d, 10, 11, 12, 13, 14, 15, 16, 16 and 17. No refund of the Annual Fee will be provided, except (i) as provided in Section 12 and (ii) if more than two months prior to the end of a term, Policy Administrator terminates the Agreement for reasons other than breach or fault of the Service Provider, then Policy Administrator shall provide a prorated refund to the Service Provider based upon the number of whole months between the effective date of termination and the end of the term for which the Annual Fee has been paid.

9. Delivery of Service. Policy Administrator shall cause each of its employees and contractors performing Services hereunder (collectively, the "Policy Administrator Personnel") to abide by the terms and conditions of this Agreement applicable to Policy Administrator and shall be responsible for the acts and omissions of such Policy Administrator Personnel, and any breach of this Agreement by any such Policy Administrator Personnel shall be deemed a breach hereof by

Policy Administrator. Policy Administrator will ensure that Policy Administrator Personnel have been made aware of and will comply with the obligations required to perform the Services under this Agreement. All Policy Administrator personnel who perform the Services shall be properly trained, skilled, instructed and capable of meeting the requirements of the tasks assigned to them in a professional, workmanlike and timely manner in accordance with customary business practice and the terms of this Agreement. Policy Administrator will use reasonable efforts to maintain the Policy Administrator personnel.

10. Disclaimer. SERVICE PROVIDER AGREES THAT ACCESS TO AND USE OF THE STI SERVICE ARE AT ITS OWN RISK. NEITHER POLICY ADMINISTRATOR, ATIS NOR EACH OF THEIR RESPECTIVE PARENTS, SUBSIDIARIES, SHAREHOLDERS, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBCONTRACTORS OR AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE STI SERVICE OR AS TO THE ACCURACY, RELIABILITY, OR CONTENT WITHIN THE SERVICE. THE SERVICE IS PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. NEITHER POLICY ADMINISTRATOR NOR ATIS MAKES, AND EACH HEREBY DISCLAIMS, ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATED TO SPC TOKENS, THE SERVICE OR THE EFFECTIVENESS OF THE SHAKEN/STIR PROGRAM, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SERVICE PROVIDER AGREES THAT IT HAS NOT RECEIVED, AND THAT IT WAIVES AND WILL NOT MAKE ANY CLAIM AGAINST POLICY ADMINISTRATOR, ATIS OR ITS MEMBERS, OR ANY SUCCESSOR TO ATIS, BASED UPON, ANY PURPORTED WARRANTY FROM ATIS OR ITS MEMBERS, WHETHER EXPRESS, IMPLIED OR STATUTORY, RELATED TO THE ATIS SPECIFICATIONS OR THE EFFECTIVENESS OF THE SHAKEN/STIR PROGRAM, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
11. Indemnification. Service Provider shall defend, indemnify and hold Policy Administrator, ATIS and its members, and each of their officers, directors, agents, representatives, contractors and employees ("PA Indemnified Parties") harmless from and against any loss, cost, expense (including attorney's fees), damage or liability ("Damages") arising out of, including Damages resulting from any suit, claim, demand, investigation, proceeding, cause of action or action ("Action") brought or threatened against any PA Indemnified Party by any third party arising out of, Service Provider's gross negligence, misconduct, misrepresentation, fraud, violation of applicable law, or breach of this Agreement. Policy Administrator shall defend, indemnify and hold Service Provider and its officers, directors, agents, representatives, contractors and employees ("SP Indemnified Parties" and collectively, with the PA Indemnified Parties, "Indemnified Parties") harmless from and against any Damages arising out of, including Damages resulting from any Action brought or threatened against any SP Indemnified Party by any third party arising out of, Policy Administrator's breach of obligations related to the use or disclosure of Service Provider's STI Service Data or its gross negligence, misconduct, misrepresentation, or fraud. Indemnified Party will notify the indemnifying Party of any Action for which an Indemnified Party seeks indemnification under this Agreement (provided that any delay in providing such notice shall not relieve indemnifying Party of its indemnification obligations to the extent the indemnifying Party is not materially prejudiced thereby) and give indemnifying Party authority, reasonable information and assistance (at indemnifying Party's expense) for the defense of such Action. Notwithstanding the foregoing, if indemnifying Party does not undertake the defense of an Action or does not undertake such defense vigorously, in the reasonable opinion of the Indemnified Party, the Indemnified Party shall have the right to control the defense or settlement of such matter with counsel of its choosing at the indemnifying Party's expense. Indemnifying Party shall

not, without an Indemnified Party's prior written consent, enter into any settlement agreement which (a) admits guilt, fraud, liability, or wrongdoing of the Indemnified Party; (b) requires the Indemnified Party to commit to action or to refrain from action; or (c) provides for any damages other than money damages for which the Indemnified Party is indemnified (provided, that all settlement agreements that are intended to bind an Indemnified Party shall not be final without such Indemnified Party's prior written consent). The Indemnified Party reserves the right to participate, assist or monitor in the defense of any indemnified claim at Indemnified Party's cost.

12. Limitation of Liability. Except for either Party's indemnification obligations and any claims arising from the other Party's gross negligence or willful misconduct, in no event will Service Provider or Policy Administrator be liable to the other Party for any punitive, incidental, indirect or consequential damages of any kind in connection with this Agreement or the Services, even if such Party has been informed in advance of the possibility of such damages. Except for Policy Administrator's indemnification obligations, and any claims arising from Policy Administrator's gross negligence, intentional misconduct, or misuse or unauthorized disclosure of Service Provider's STI Service Data, Service Provider's sole remedy from Policy Administrator for any damages resulting to Service Provider under this Agreement shall be limited to a refund from Policy Administrator of the Annual Fees paid to Policy Administrator by such Service Provider in the preceding twelve (12) months immediately preceding the submission of the applicable claim. Service Provider agrees that ATIS and its members shall not have any liability to Service Provider for any claims arising from this Agreement or Service Provider's participation in the SHAKEN/STIR program.
13. Assignment. Any assignment other than assignments executed in accordance with the provisions below shall be null and void unless agreed to in writing by Policy Administrator and Service Provider.
 - a. By Policy Administrator. Policy Administrator has the right to assign this Agreement to any Policy Administrator affiliate who may be the successor-in-interest to iconectiv's rights and obligations hereunder.
 - b. By ATIS. In the event ATIS replaces Policy Administrator with a new policy administrator, or otherwise assigns iconectiv LLC's status as a Party under this Agreement to a successor by posting a notice of such replacement or assignment to the STI Participant Portal, upon ATIS' posting of such notice, this Agreement will be automatically assigned to such new policy administrator or successor.
 - c. By Service Provider. Service Provider may assign this Agreement to an affiliate or to another service provider that already has an STI Participant Service Provider Agreement in effect with Policy Administrator by providing written notice to Policy Administrator.
 - d. Effect of Assignment. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the Parties hereto.
14. Confidentiality of Service Provider Data. All data and information provided by Service Provider to the Policy Administrator in connection with this Agreement ("STI Service Data") may be accessed, used and disclosed by Policy Administrator only for purposes of this Agreement, which may include disclosure to ATIS or any successor governance authority or policy administrator. Policy Administrator is fully responsible for any unauthorized collection, access, disclosure and use of information from the Service. Policy Administrator warrants that it shall employ administrative, physical, and technical safeguards that prevent such unauthorized collection, access, disclosure,

and use (the "Safeguards"), including, without limitation, the Safeguards described herein. Without limiting the foregoing, Policy Administrator will: (a) use, at a minimum, best industry practice to safeguard information; and (b) ensure that only: (i) its employees, representatives, affiliates, agents, who have a need to know such information for Policy Administrator to fulfill its obligations under the Agreement ("Authorized Personnel") may access the STI Service Data (using passwords and other access controls); and only (ii) if Authorized Personnel are bound by, trained in, and comply with obligations that are no less stringent than those set forth herein. Both during and after Authorized Personnel's contract or employment by Policy Administrator, Policy Administrator must use at least the same effort (but no less than a reasonable amount of effort) to enforce such obligations as Policy Administrator uses for its own confidential and sensitive information.

15. Dispute Resolution; Governing Law; Jurisdiction.

- a. Unless either the Policy Administrator or the Service Provider objects, any dispute arising from this Agreement that the Service Provider and Policy Administrator cannot resolve within thirty (30) days may be referred to ATIS for informal dispute resolution.
- b. The Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice of law rule that would cause the application of the laws of any other jurisdiction, and, to the extent federal law is applicable, the laws of the United States of America without giving effect to any choice of law rule that would cause the application of the laws of any other country. Each Party (i) hereby irrevocably submits itself and consents to the exclusive jurisdiction of the federal and state courts located in the Borough of Manhattan, New York in connection with any controversy, claim or dispute arising out of or relating to this Agreement, and (ii) hereby waives any and all objections to venue in those courts.

16. Publicity and Use of Marks. Neither Party shall use the service marks or trademarks or any likeness of the other Party without the express prior written consent.

17. Miscellaneous.

- a. In the event that any one or more of the provisions contained in this Agreement is held to be held invalid, illegal or unenforceable in any respect, such provision(s), to the extent held to be invalid or unenforceable, shall be stricken and the validity, legality and enforceability or the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby. However, in the event that any such provision or portion thereof is held to be invalid, illegal, or unenforceable due to its scope, breadth, or duration, then it shall be modified to the scope, breadth, or duration permitted by law and shall continue to be fully legal, valid, and enforceable to the extent so modified.
- b. This Agreement constitutes the entire agreement between Service Provider and Policy Administrator with respect to the subject matter of this Agreement and supersedes all prior agreements, representations, and understandings between Service Provider and Policy Administrator, written, oral, or otherwise, with respect to such subject matter, all of which shall be void and of no effect.
- c. The relationship between Service Provider and Policy Administrator is not one of a legal partnership relationship, but is one of independent contractors.

- d. Notifications given by Policy Administrator will be posted on the STI Participant Portal, with a copy to any e-mail address provided by Service Provider for receipt of notices as part of its registration. Notices given by Service Provider required by this Agreement shall be delivered via courier service to iconectiv, LLC, 100 Somerset Corporate Blvd., Suite 8000, Bridgewater, NJ 08807, ATTN: General Counsel, and a copy emailed to productsupport@iconectiv.com.
- e. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by an authorized representative of Policy Administrator. The failure of a party, at any time or from time to time, to require performance of any obligations of the other party hereunder shall not affect its right to enforce any provision of this Agreement at a subsequent time, and the waiver of any rights arising out of any breach shall not be construed as a waiver of any rights arising out of any prior or subsequent breach.

18. Entire Agreement.

Except as otherwise set forth in this Agreement, this Agreement completely and exclusively states the agreement of the parties regarding the subject matter, and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter of this Agreement.