

## BETA TEST AGREEMENT

This Beta Test Agreement (“Agreement”) effective as of the date accepted by the Customer (“Effective Date”) and is made by and between Somos, Inc. (“Somos”), a District of Columbia non-profit corporation having a principal place of business at 197 Route 18 South, Suite 3000, New Brunswick, NJ 08816 and any Customer participating in the Beta Test Period (“Customer” or “you”) (each a “Party” and together the “Parties”).

WHEREAS, Somos is willing to provide to Customer access to the TFNR Beta Subjects (as defined below) for the purpose of testing and refining their connectivity methods and features in accessing and using the SMS/800 Toll-Free Number Registry (formerly known as the SMS/800 Platform) (referred to herein as “TFN Registry” or “TFNR”) prior to the formal release of such connectivity methods and features (“GA Release”); and

WHEREAS, Customer desires to use and test the TFNR Beta Subjects on a confidential, “beta test” basis prior to the GA Release.

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 terms shall have the meanings set forth below:
  - a. “API Specification” means the specification for the TFNR API and other requirements for accessing the TFNR, as such specification and requirements may be amended from time to time by Somos in its discretion.
  - b. “Beta” means testing and access that takes place in a pre-release stage.
  - c. “Beta Test Period” has the meaning set forth in Section 2 of this Agreement.
  - d. “Resp Orgs” means those entities that have been authorized under the Tariff to search for and reserve TFNs and create toll-free call processing records.
  - e. “Tariff” means the Federal Communication Commission’s 800 Service Management System (SMS) Function Tariff No. 1, as amended.
  - f. “TFN” means a toll-free number that is subject to the Tariff.
  - g. “TFNR API” means the application programming interface that is provided by Somos under the license terms set forth on *Schedule A*, which license terms are made a part of the Agreement, for the purpose of accessing the TFN Registry.
  - h. “TFNR Beta Subjects” means the following connectivity methods and features to be provided for Beta testing under the terms and conditions of this Agreement: TFNR API, TFNR UI, WBA Connectivity, MGI Connectivity,

TFNR Reporting and SCP. See *Schedule B*, attached hereto, for further descriptions of the connectivity methods and features.

- i. “TFN Registry” or “TFNR” means the SMS/800 Toll-free Number (TFN) Registry (also known as the SMS/800 Platform) which is the toll-free number database maintained by Somos under the Tariff for the purpose of facilitating the administration, routing and management of the TFN system.
2. *Grant of access to TFNR Beta Subjects.* You may access and use the TFNR Beta Subjects for Beta testing prior to the full release of each TFNR Beta Subject (or may Beta test any portion, feature or functionality of the TFNR Beta Subjects that are in Beta after release of the TFNR Beta Subjects more generally, such as improvements, enhancements or modifications) during the term of this Agreement (the “Beta Test Period”) solely for the purpose of accessing the TFN Registry in accordance with the terms of this Agreement and the terms of use for the TFN Registry. Your access to and use of the TFNR API is subject to the license terms on *Schedule A* attached hereto.
  3. *Your Obligations.*
    - a. Reports. You agree to provide to Somos suggestions, ideas for enhancements or improvement to the TFNR Beta Subjects and other information that comes to your attention during the Beta Test Period, as well as respond to requests for reports on the performance of the TFNR Beta Subjects, or other email inquiries, push notifications and communications from Somos from time to time (collectively, “Reports”).
    - b. Error Notices. You agree to promptly notify Somos of any failure, error or other malfunction of any part of the TFNR Beta Subjects.
    - c. Modifications. You agree to implement promptly such modifications and changes as Somos may make to the TFNR Beta Subjects during the Beta Test Period. You understand that these modifications and changes may be incompatible with previous versions and could include substantial changes to the system and its operating procedures.
  4. *Obligations of Somos.*
    - a. Technical Assistance. During the Beta Test Period, Somos will provide to you such technical assistance as Somos may deem necessary to utilize the TFNR Beta Subjects properly.
    - b. Modifications. During the Beta Test Period, Somos will consult with you regarding the performance of the TFNR Beta Subjects and will evaluate the test data and error reports provided by you. Somos will undertake to make such modifications and improvements to the TFNR Beta Subjects as deemed appropriate by Somos and provide the same to Customer at no cost; *provided*, however, Somos is not obligated to make any modifications or improvements.
  5. *Fee.* There will be no additional fee charged for your use of the TFNR Beta Subjects. You remain responsible for any ordinary fees incurred as a result of your reservation of toll-free numbers in the same manner as you are currently charged for such fees under the current TFN Registry.

6. *Confidentiality.*
  - a. "Confidential Information" means information that is marked or otherwise identified as confidential.
    - i. Somos' Confidential Information includes the TFNR, specifications for all TFNR Beta Subjects, all non-public information regarding the operation of the TFNR Beta Subjects, TFN Registry and Somos, all of Somos' supporting software systems used in conjunction with the TFNR Beta Subjects and the TFN Registry, and all data downloaded by you, which records may also include the Confidential Information of the relevant Resp Org or Customer.
    - ii. Your Confidential Information includes non-public financial and other information related to your business that has been identified as Confidential.
  - b. Each Party agrees to hold the other's Confidential Information in confidence and not to use it other than as necessary to perform the parties' obligations under this Agreement. Each Party agrees to return to the other all Confidential Information of the other party in its possession, custody or control upon termination of this Agreement.
  - c. The obligations of confidentiality set forth in this Section 6 shall expire three (3) years following termination of this Agreement and shall not apply to information which (a) has entered the public domain except where such entry is the result of the receiving Party's breach of this Agreement; (b) prior to disclosure hereunder was already in the receiving Party's possession; or (c) subsequent to disclosure hereunder is obtained by the receiving Party on a non-confidential basis from a third party who has the right to disclose such information to the receiving Party.
7. *Ownership and Rights in Reports.*
  - a. Ownership of the TFNR Beta Subjects. Somos retains ownership of all right, title and interest to the TFNR Beta Subject including without limitation, all patent rights, design rights, copyrights, sui generis database rights and trade secret rights ("Intellectual Property Rights"). You agree not to (i) copy, modify or reverse engineer any of the TFNR Beta Subjects, or (ii) sell, license, rent or transfer access to the TFNR Beta Subjects to any third party.
  - b. Rights in Reports. You hereby assign to Somos all Intellectual Property Rights in your Reports and in any modifications or improvements to the TFNR Beta Subjects that you propose or make during the Beta Test Period. You agree to take any action reasonably requested by Somos to evidence, perfect, obtain or maintain such rights.
8. **WARRANTY DISCLAIMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE TFNR BETA SUBJECTS ARE IN A DEVELOPMENT STAGE, ARE LIKELY TO CONTAIN ERRORS AND MALFUNCTIONS AND THAT THE TFNR BETA SUBJECTS ARE BEING PROVIDED TO CUSTOMER "AS-IS" FOR PURPOSES OF EVALUATION AND "BETA" TESTING.**

ACCORDINGLY, SOMOS DISCLAIMS ALL WARRANTIES RELATING TO THE TFNR BETA SUBJECTS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AGAINST INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. *LIMITATION OF LIABILITY.* SOMOS SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, COST OR LIABILITY INCURRED BY CUSTOMER IN CONNECTION WITH OR ARISING FROM CUSTOMER'S ACCESS TO OR USE OF THE TFNR BETA SUBJECTS UNDER ANY THEORY OF LIABILITY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL SOMOS BE LIABLE FOR LOSS OF DATA OR MALFUNCTION OF THE TFNR BETA SUBJECTS, NOR FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUES AND LOSS OF PROFITS.
10. *Indemnification.* 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 third party claims based on your negligence or willful misconduct or your breach of this Agreement.
11. *Term and Termination.*
  - a. Term. This Agreement shall begin on the Effective Date and continue until the expiration of the Beta Test Period or until terminated as provided herein.
  - b. Termination. This Agreement may be terminated by either party for any reason or no reason upon fifteen (15) days' written notice to the other party at its address listed above, or immediately upon notice of any breach by either party of the provisions of this Agreement that has not been cured within two (2) days.
  - c. Expiration of Beta Test Period. Unless earlier terminated pursuant to this Agreement, the Beta Test Period shall expire on the date immediately prior to the date of GA Release, or some other time as determined by Somos. Somos will provide prior notice to Customer in advance of the GA Release date and the end of the Beta Test Period.
  - d. If GA Release has occurred by the time of termination of this Agreement, then upon termination, Customer's access to and rights and obligations with respect to TFNR Beta Subjects shall be governed by the terms of use for Resp Orgs set forth on the documentation for the TFN Registry, without reference to this Agreement, and Customer shall continue to be obligated to pay the then current fees for use of the TFN Registry.
  - e. Upon expiration of the Beta Test Period, or termination of this Agreement, Customer shall immediately remove and destroy all copies of the TFNR Beta Subjects previously downloaded by Customer.

12. *General*

- a. Entire Agreement. This Agreement, including Schedules A and B, constitutes the entire agreement between the parties pertaining to the subject matter hereof. Any modifications of this Agreement must be in writing and signed by both parties.
- b. Non-assignability. Neither the rights nor the obligations arising under this Agreement are assignable or transferable by Customer, and any such attempted assignment or transfer shall be void and without effect.
- c. Execution of Agreement; Controlling Law; Jurisdiction; Severability. This Agreement shall become effective only upon its execution by both Somos and Customer and it shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflicts of laws provisions therein, and the parties agree to be subject to the jurisdiction of the courts in the Commonwealth of Virginia in the event a suit is commenced in connection with this Agreement. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
- d. Notice. Somos may give notice to you by means of a general notice through 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 in with Somos. You hereby consent to receive all such notifications. You may give notice to Somos and such notice shall be deemed given when received by Somos at any of the following:

- Electronic mail to [mlarsen@somos.com](mailto:mlarsen@somos.com), with a copy to [dlevy@somos.com](mailto:dlevy@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.

## SCHEDULE A

### API LICENSE AGREEMENT

Thank you for your interest in the SMS/800 TFN Registry API for accessing and using the SMS/800 TFN Registry. 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.

1) *Definitions.*

- a) “API” or “SMS/800 TFN Registry API” means the application programming interface that is provided by Somos under the license terms set forth herein, for the purpose of accessing the SMS/800 TFN Registry.
- b) “Application” means any service, software application, website, interface or other offering that you develop that will use, access or otherwise interact with SMS/800 TFN Registry API and/or incorporate any Developer Tools, in whole or in part.
- c) “Confidential Information” has the meaning set forth in Section 13.
- d) “Developer Tools” means the API and any and all related tools, documentation, sample code and information made available to you by Somos through SMS/800 TFN Registry API or otherwise.
- e) “SMS/800 TFN Registry” means the database maintained by Somos under the Federal Communication Commission’s Tariff for the purpose of facilitating the administration, routing and management of the TFN system.
- f) “Somos” means Somos, Inc.
- g) “Tariff” means the 800 Service Management System (SMS/800) Functions Tariff FCC No. 1, as amended from time to time by the Federal Communications Commission.
- h) “TFN” means a toll-free number that is subject to the Tariff.
- i) “TFN Call” is a voice call that is terminated using a TFN.
- j) “Trademarks” has the meaning set forth in Section 7 of this API License.

2) *License and Permitted Uses.* You acknowledge that access to the SMS/800 TFN Registry may only be granted upon satisfying the qualifications set forth in the Tariff and that this API License does not grant you any right to access the SMS/800 TFN Registry. Subject to the foregoing, and 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 SMS/800 TFN Registry.

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 shall not (and shall 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 shall not access or use the Developer Tools or interact with the API except in accordance with Section 2;
  - c) Your Applications shall 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 shall not infringe any third party's intellectual property or other proprietary rights;
  - e) You shall not use the Developer Tools in any manner that could damage, disable, overburden or impair any Somos offering, including, without limitation, the SMS/800 TFN Registry, 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, such as due to an excessive number of calls to the SMS/800 TFN Registry in any given period;
  - f) You shall 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 interact with the SMS/800 TFN Registry;
  - g) You shall 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 shall 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 shall 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, or other Somos service at any time and without any notice to you, 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 without notice or liability. Somos may determine API call 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 shall 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, SMS/800 TFN Registry, 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 shall not use the Developer Tools to directly or indirectly compete with Somos. You shall 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 shall 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 SHALL 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, or terminate this API License for any or no reason and at any time with or without notice to you 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 SMS/800 TFN Registry API. 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 shall 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, the SMS/800 TFN Registry, and any tokens or log-in credentials, non-public information regarding

the operation of the SMS/800 TFN Registry and of Somos and all of Somos' supporting software systems used in conjunction with the SMS/800 TFN Registry ("Confidential Information"), shall only use the Confidential Information to exercise the rights granted to you in Section 2 and shall 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 shall 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 shall 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. This 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 agreement of the parties hereto that this API License is between Somos and you only, and nothing herein contained shall 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 with or without notice to you 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 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 in with Somos. You hereby consent to receive all such notifications. You may give notice to Somos and such notice shall be deemed given when received by Somos at any of the following:
  - Electronic mail to [wcarter@somos.com](mailto:wcarter@somos.com), with a copy to [dlevy@somos.com](mailto:dlevy@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 Confidentiality, 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 shall 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 State of Delaware, and you agree to be subject to the jurisdiction of the courts in the Commonwealth of Virginia in Fairfax County in the event a suit is commenced in connection with this API License.

## **Schedule B**

### Additional Information related to TFN Beta Subjects

**SMS/800 TFN Registry UI and APIs:** Somos successfully launched the SMS/800 TFN Registry User Interface (UI) ([tfnregistry.somos.com](http://tfnregistry.somos.com)), and its first set of Application Programming Interfaces (APIs) ([api-tfnregistry.somos.com](http://api-tfnregistry.somos.com)) in July 2017. The SMS/800 TFN Registry is a modernization of the SMS/800 Platform and is part of Somos' efforts to improve system capabilities and enhance the user experience. This modern SMS/800 TFN Registry is device and browser agnostic. Please Note: A secure connection to the SMS/800 TFN Registry is not required.

**SMS/800 Platform's Web Based Access (WBA):** Resp Orgs may search for and reserve Toll-Free Numbers, create new Customer Records and modify existing Customer Records, among many other activities within the SMS/800 Platform's WBA ([app.somos.com](http://app.somos.com)). Please Note: A secure connection into the WBA is required. 3 secure connection methods are: Dedicated Circuit (T1), Site-to-Site VPN (i.e.: IPSec), or Client-based VPN through an Internet Service Provider (ISP). The Internet Explorer 11 (IE11) browser and Java 8 are also required to be on user's workstations in order to access the WBA.

**Mechanized Generic Interface (MGI):** An MGI user has its own administrative system, which it uses to provision and maintain Toll-Free services. An MGI user builds Customer Records in its own support system and then automatically transfers the data, via its MGI connection, to the SMS/800 Platform. The MGI is connected to the SMS/800 Platform via a Dedicated Circuit (T1) or Site-to-Site VPN (i.e.: IPSec). MGI's will also be able to connect into the SMS/800 TFN Registry via an IP Address and Port. Also, they will soon be able to receive unsolicited messages via their CLLI Code, IP Address or provided URL (and Port). Resp Orgs may search for and reserve Toll-Free Numbers as well as create or update Customer Records through the MGI. Please Note: MGI's are certified with Somos.

**Batch Update:** These users write Customer Record data to a file. The file is then sent to the SMS/800 Platform's Production Environment via IBM's Connect:Direct software (also known as Network Data Mover (NDM)) for processing. A single file may hold up to 10,000 records. Resp Orgs may create or update Customer Records through the Batch Update process, but they cannot Reserve numbers via Batch Update. Due to the real-time nature of number reservations these activities are handled via the other interfaces.

**SMS/800 TFN Registry Reporting:** SMS/800 TFN Registry Reporting provides data access and analytics on SMS/800 TFN Registry. This data is refreshed near real time at increments of 15-30 minutes. The reporting database provides data such as Number Administration information for Toll-Free Numbers, Basic Customer Record (Customer Administrative Data (CAD)) historical data and status information, etc. Reporting data and corresponding analytics can be accessed using a Web Interface as well as an Electronic Interface. Web Interface includes a reporting system powered by Tableau while Electronic Interface includes – Secure File Transfer Protocol (SFTP), SQL\*NET

and via IBM's Connect:Direct software (also known as Network Data Mover (NDM)) access to a large data set.

**SCP:** Service Control Point Owner/Operators (SCP O/O) have their own SCPs, which have been certified with Somos. They receive Customer Record updates in order to facilitate the routing of Toll-Free traffic. The SCPs can connect into the SMS/800 Platform via a Dedicated Circuit (T1) or Site-to-Site VPN (i.e.: IPsec). SCP's will also be able to connect into the SMS/800 TFN Registry via an IP Address and Port. Additionally, they have access to WBA for certain administration SCP functions.