

**THIS DOCUMENT IS FOR INFORMATION PURPOSES ONLY AND IS NEITHER
A CONTRACT NOR AN OFFER TO CONTRACT**



October 26, 2009

Customer Representative
CustomerAlias
Address
City, State, Zip

Re: Telcordia® Routing Administration (TRA)
Contract No.: <XXXXXX>

Dear Ms./Mr. <XXXXXX>:

This letter agreement ("Agreement") describes the terms and conditions whereby **CustomerAlias**, hereinafter referred to as "Customer", will participate in the Telcordia Technologies, Inc. ("Telcordia") project known as Telcordia® Routing Administration (TRA) Fair Share Plan (the "Project") for the fee and subject to the terms set forth below. This Project will be provided to Customer as described in the Work Statement, which is Attachment 1 hereto.

Customer understands that the Project may be changed to reflect changes in the technology employed by Telcordia and to provide Telcordia with database administration and budget flexibility necessary to meet the needs of its customers. The Telcordia obligation in these circumstances is limited to: a) providing written notification to Customer describing any significant changes to the substantive content of the Project; and b) the performance of the Project according to the revised description. The aforesaid written notification shall be provided to Customer either: a) within sixty (60) days following the internal approval by Telcordia of any significant change; or b) in cases where any change is necessitated by a government or industry mandate or guidelines, within a reasonable time following receipt of notification by Telcordia of the necessity of such changes. Notwithstanding the foregoing, however, such notification shall be provided to Customer no later than thirty (30) days in advance of the implementation of such changes. Customer acknowledges and agrees that Telcordia shall be under no obligation to continue the Project. In the event of cancellation of the Project by Telcordia, Customer shall be provided written notice at least six (6) months in advance and shall be required to pay only the *pro rata* portion of the Project participation fee applicable to the period ending upon the effective date of the Telcordia cancellation of the Project.

Fees. Customer will be billed a one-time administrative fee of \$800.00 upon execution of this Agreement. , Customer will also be billed an estimated annual fee, excluding costs associated with unique consultation as identified below under the Section titled "Support", for participation in the Project during 2009 and subsequent years, as described in the Work Statement. In addition, Customer will be billed a fee of \$250.00 if access to the Telcordia database needs to be reactivated after a suspension of service as identified below

NOTICE: This is a **SAMPLE** Telcordia Routing Administration Fair Share Plan agreement, effective November 1, 2009 which is provided for informational purposes only. If you have any questions or if you would like Telcordia to prepare a Fair Share Plan agreement for your company, please contact Telcordia Routing Adminstreatiønn on 732-699-6647 (Fax: 732-336-6999).

The following information will be required:

- Full legal name of your company (including Inc., Corp, LLC, etc.).
- Name, Title, Address and Telephone number of the person to whom the agreement should be addressed. This is generally the person who will sign the agreement.
- Name, Title, Address and Telephone number, Fax number and email address of an Administrative and Billing Contact who will be identified in the agreement.

® Telcordia is a registered trademark of Telcordia Technologies, Inc.

TELCORDIA AND CUSTOMER ALIAS - CONFIDENTIAL - RESTRICTED ACCESS

This document and the confidential information it contains shall be distributed, routed or made available solely to authorized persons having a need to know within Telcordia and **CustomerAlias**, except with written permission of Telcordia.

under the Section titled "Suspension of Service for Non-Use." All fees will be calculated and billed in accordance with Section 9 of the attached Work Statement.

Payment of Telcordia Invoices. Telcordia shall submit invoices to Customer according to the schedule described in Section 9 of the attached Work Statement. Customer shall pay billed amounts within thirty (30) days of the date of the invoice.

Payments. Payments of the one-time administrative fee and estimated annual fees must be in United States dollars and shall be made payable to Telcordia Technologies, Inc. either via wire transfer (Fedwire) to the following account:

JPMorgan Chase Bank
New York, New York
ABA No. 021000021 (for all wires, ACH & EFT)
Account No. 323145663
Swift ID/Bank ID:CHASUS33
Attention: Account Officer
Telcordia Technologies, Inc.
Reference: Telcordia Routing Administration
Telcordia Contract No.:
Telcordia Invoice No.:

or by check, appropriately dated and drawn to the order of Telcordia Technologies, Inc., which check shall be directed as follows:

Telcordia Routing Administration
4 Chase Metrotech Center, 7th Floor East
Post Office Box 06335,
Brooklyn, NY 11245-06335

Fees associated with the reactivation of service shall be made by credit card.

Overdue Payments. Overdue payments which are not subject to a bona fide dispute are subject to a late payment charge, calculated and compounded monthly, and calculated at an annual rate of either (1) one percent (1%) over the prime rate available in New York City, as published in *The Wall Street Journal* on the first Monday (or the next bank business day) following the payment due date; or (2) 12 percent (12%), whichever shall be higher. If the amount of the late payment charge exceeds the maximum permitted by law, the charge will be reduced to that maximum amount. In the event that the Customer fails to make timely payments under this Agreement, in addition to all other remedies for breach available under this Agreement and applicable law, Telcordia may elect to immediately restrict access to the database commencing on the due date until the overdue payment is received.

Disputed Payments. If any portion of an amount due to Telcordia under this Agreement is subject to a dispute, Customer will pay to Telcordia on the date such amount is due all amounts not disputed in good faith by Customer. Within ten (10) days of Customer's receipt of the invoice on which a disputed amount appears, Customer will notify Telcordia in writing of the specific items in dispute and will describe in detail Customer's reason for disputing each item. Within ten (10) days of receipt of notice by Telcordia from Customer, the parties will negotiate in good faith to reach settlement on any items that are the subject of dispute. If Customer does not notify Telcordia of any items in dispute within the ten (10) days of Customer's receipt of such invoice, Customer will be deemed to have approved and accepted the invoice.

Payment Default. Excluding any amounts disputed in good faith, Telcordia may terminate this Agreement if Customer fails to make payments in accordance with the provision above titled "Payment of Telcordia Invoices". Prior to terminating the Agreement, Telcordia agrees to notify Customer in writing of such action and Customer shall have thirty (30) days from such notice to make accounts current.

Suspension of Service for Non-Use. Telcordia may suspend access to the Telcordia database should the Customer fail to have any data in the Telcordia database as measured by the TRA Services Usage Summary as described in Section 9 of the Work Statement. Prior to suspending access, Telcordia agrees to notify Customer in writing of such action and Customer shall have thirty (30) days from such notice to enter data into the Telcordia database or provide Telcordia with a list of accounts that the Customer will maintain in the Telcordia database. If access to the Telcordia database has been suspended, the Customer may reactivate access by paying a fee of \$250.00 by credit card to Telcordia and providing a list of accounts that the Customer will maintain in the Telcordia database.

Termination of Service for Non-Use. Telcordia may terminate this Agreement if the Customer fails to enter any data into the Telcordia database, as measured by the TRA Services Usage Summary as described in Section 9 of the Work Statement, within six (6) months of the date of execution of this Agreement. Telcordia may also terminate this Agreement if the Customer fails to enter any data into the Telcordia database, as measured by the TRA Services Usage Summary as described in Section 9 of the Work Statement, within twelve (12) months of the date of the suspension of access for non-use. In either case, prior to terminating the Agreement, Telcordia agrees to notify Customer in writing of such action and Customer shall have thirty (30) days from such notice to enter data into the Telcordia database or provide Telcordia with a list of accounts that the Customer will maintain in the Telcordia database.

Termination for Cause. In the event that the Customer seeks protection under the United States Bankruptcy Code, services may be terminated under this Agreement immediately upon written notification of the bankruptcy filing to Telcordia. However, if Customer expresses an interest in continuing services under the Agreement, Customer may be given thirty (30) days to assume the Agreement and bring their account current.

Responsibility for Payment of Taxes. Customer shall pay or reimburse Telcordia for all sales or use taxes, duties, or levies imposed by any authority, government or government agency (other than those levied on Telcordia net income) in connection with this Agreement. If Telcordia is required to collect a tax to be paid by Customer, Customer shall pay this tax on demand. If Customer fails to pay these taxes, duties or levies, Customer shall pay all reasonable expenses incurred by Telcordia, including reasonable attorney's fees, to collect such taxes, duties or levies.

Support. Telcordia shall, as part of Customer's participation with the Project under this Agreement, provide Customer with technical and consultative support ("Consultation") directly related to the Project. Such Consultation may include telephone consultation and/or face to face meetings and is limited to issues common to all participants in the Project. Consultation unique to Customer shall be provided subject to Telcordia availability and mutual agreement of the parties and, if provided, shall be at an additional charge to Customer, as described in an Amendment to this Agreement.

Ownership of Ideas, Techniques and Know-How. Customer is not entitled to any direct or indirect ownership interest or license rights in any products, enhancements, modifications, developments, or confidential information created by Telcordia or acquired by Telcordia from any third person, or in any output produced by Telcordia, by virtue of Customer's payments hereunder. Any inventions, ideas, methods, techniques, concepts, know-how, software or other intellectual property arising during the course of the services provided by the Project are the sole property of Telcordia.

Telcordia® COMMON LANGUAGE® Code Usage. Telcordia shall provide Customer with web access to a subset of COMMON LANGUAGE® Location Codes (CLLI™ Codes) comprised of entity codes (Entity Codes) which are acceptable within the TRA Database. Telcordia grants to Customer a limited license to access and use the Entity Codes for the sole purpose of validating Entity Code input to the TRA Database. The limited license shall include the right for Customer to disclose Entity Codes to their customer(s) solely for the purpose of identifying correct Entity Codes for input into the TRA Database. Customer shall not and Customer warrants that third parties shall not create or maintain any file, index or directory of the Entity Codes.

Telcordia Warranty. Telcordia warrants that the services will be provided in reasonable conformance with the Work Statement and will be performed in a professionally diligent manner. Telcordia makes reasonable efforts to verify the accuracy of the data or other information furnished to Customer; however, the data and other information are subject to the following disclaimer of warranties:

Disclaimer of Warranties. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, TELCORDIA:

- (a) MAKES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE COMPLETENESS, SUFFICIENCY, CORRECTNESS, QUALITY, CHARACTER, CONDITION OR PERFORMANCE OF THE SERVICES OR OTHER INFORMATION FURNISHED AS A RESULT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTY AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS; AND
- (b) NEITHER ASSUMES NOR ACCEPTS ANY LIABILITY TO CUSTOMER OR ITS CUSTOMERS WITH RESPECT TO THE QUALITY OR SUFFICIENCY OF ANY RESULTS TO BE ACHIEVED BY THE USE OF THE SERVICES PROVIDED OR OTHER INFORMATION FURNISHED TO CUSTOMERS.

Telcordia Limited Liability. Telcordia has no liability to Customer, exceeding that specified in the following paragraph, in contract (including warranty and indemnity), or in tort, strict liability or otherwise with respect to any written or oral statement, information, comment or conclusion made by or on behalf of Telcordia or otherwise in connection with the work conducted under this Agreement including, but not limited to, the data or any other information prepared and/or made available to Customer under the terms of this Agreement. Further, neither party shall be liable to the other party for any indirect, special or consequential damages suffered as a result of any statement, comment, conclusion, or performance or nonperformance under this Agreement, even if advised of the possibility of damage or loss.

Liability Not to Exceed Amounts Paid. The Telcordia liability, if any, to Customer or to any third party for claimed loss or damage under this Agreement shall not exceed the amount actually paid by Customer to Telcordia under this Agreement during the year for which the loss or damage is claimed.

® COMMON LANGUAGE is a registered trademark and CLLI is a trademark of Telcordia Technologies, Inc.

Indemnification. Customer agrees to indemnify, defend, and hold harmless Telcordia, its employees and agents, from any and all liability, claims, demands, and all costs and expenses, including reasonable attorneys' fees, in connection therewith, for or arising out of claims or lawsuits brought by third parties against Telcordia, its employees and agents, based on (1) the use of the data provided by Customer by any third party and/or (2) the possession or use by Telcordia of any of the information, specifications, or data furnished to Telcordia by Customer hereunder which is claimed to constitute an infringement of a copyright or misappropriation of a trade secret of any third party. However, Customer does not agree to indemnify Telcordia for any liability, claims, demands, and costs and expenses caused by Telcordia negligence or willful misconduct in performing the services under this Agreement.

Publicity. Notwithstanding anything herein to the contrary, each party is prohibited from using in advertising, publicity, promotion, marketing, or other similar activity, any name, trade name, trademark, or other designation including any abbreviation, contraction or simulation of the other without the prior, express, written permission of the other.

Hiring of Employees. During the term of this Agreement and for a period of two (2) years after any expiration or termination of this Agreement, neither party shall employ or solicit for employment, directly or indirectly, as through a contracting, subcontracting, or agency relationship, any employee of the other party directly involved in the services described in the Work Statement, unless the other party has either terminated the employment of the employee, granted written permission for the employment, or it has been more than one year since the employee was last employed by the other party. Advertisements in newspapers and trade publications by either party do not constitute solicitation.

Assignment. Neither party shall assign, in whole or in part, this Agreement, any Work Statement or any license, rights or obligations granted, to any other person or entity, without the prior written consent of the other party, provided however, that Telcordia may assign this Agreement to a purchaser or successor in interest of substantially all of its business and assets, provided notice is given to Customer. In the event that Customer desires that a subsidiary, affiliate or purchaser or successor in interest become a Fair Share Plan participant, Telcordia agrees to enter into negotiations with such entity for an agreement to enable such entity to become a participant, wherein such agreement will be no less favorable to such participant and Telcordia than the terms of this Agreement are to Customer and Telcordia.

Waiver. The failure of either party at any time to enforce any of the provisions of this Agreement or any right under this Agreement, or to exercise any option provided, will in no way be construed to be a waiver of the provisions, rights, or options, or in any way to affect the validity of this Agreement. The failure of either party to exercise any rights or options under the terms or conditions of this Agreement shall not preclude or prejudice the exercising of the same or any other right under this Agreement.

Non-Compliance for Cause Beyond Control. Neither party shall be liable to the other for non-compliance with any provision of this Agreement if the non-compliance resulted directly from any cause beyond the reasonable control of the party. However, this provision shall not apply to any payments due to Telcordia under this Agreement.

Choice of Law. This Agreement must be construed and enforced according to the substantive laws of the State of New Jersey without giving effect to the conflict of laws principles thereof, and Customer agrees to be subject to the jurisdiction of the courts in the State of New Jersey if a suit is commenced in connection with this Agreement.

Severability. If any provision or portion of a provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected, and the remaining terms will continue in effect and be

binding on the parties, provided that such holding of invalidity or unenforceability does not materially affect the essence of the Agreement.

Notice. Any notice or other written communication required or permitted to be given by a party under this Agreement must be addressed to the attention of the other party's Administrative Contact as identified in this Agreement and will be deemed delivered: (1) five (5) business days after the notice has been mailed by certified mail, if applicable, or (2) the next business day after receipted delivery to a recognized overnight courier.

Compliance with Laws. The parties agree to comply with all applicable laws. If Telcordia requires any government licenses or approvals to proceed with the services, Telcordia will provide Customer with prior notice of the requirement and, if applicable, an estimate of any resulting increase in the price of the services.

Survival. The terms and conditions of this Agreement regarding confidentiality, payment, indemnification, warranties, liability and all others that by their sense and context are intended to survive the execution, delivery, performance, termination or expiration of this Agreement survive and continue in effect.

Entire Agreement. This Agreement and the Work Statement constitute the entire agreement between the parties about its subject. It incorporates and supersedes all written and oral communications about its subject. It may only be changed or supplemented by a written amendment signed by the authorized representatives of the parties.

If you agree with Telcordia performing the services described in the Work Statement according to these terms and those in the Work Statement, please have your authorized representative sign and date TWO (2) copies of this Agreement in the spaces provided below and return them to Lori Lopez at Telcordia Technologies, Inc., One Telcordia Drive, RRC 4A745, Piscataway, New Jersey 08854-4157. A fully executed original will be forwarded to you for your files.

AGREED BY:

CUSTOMER ALIAS

TELCORDIA TECHNOLOGIES, INC.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: Contract Manager
Date: _____

SAMPLE

– Work Statement –

CustomerAlias
and
Telcordia Technologies, Inc.

1. Scope Of Services:

Telcordia, through its Telcordia Routing Administration (TRA), will: (1) provide **CustomerAlias** (Customer) with access to the Telcordia database into which Customer will input routing and rating data; (2) assist Customer in performing analysis and validation of such data; (3) provide for the security of said database; and; (4) make data extracted from said database available to Customer and others under separate license agreements. The services provided under this Agreement do not include provision of TRA data products.

2. Description of Services:

Telcordia shall provide Customer with access to the Business Integrated Routing and Rating Database System (BIRRD), referred to hereinafter as TRA Database. Generally accepted computer industry practices shall be used to provide security, data back-up and disaster recovery. Such practices shall include back-up of data on a regular basis in accordance with a disaster recovery plan established by Telcordia.

3. System Availability:

The TRA Database shall be available to Customer, Monday through Friday, from 8:30 A.M. to 7:00 P.M. eastern time, except on the following holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day. On the workday immediately preceding Christmas the hours will be 8:30 A.M. to 12:00 P.M. (noon). Customer can confirm the specific dates of such holidays by calling the TRA Customer Care Center on (732) 699-6700.

4. Data Validation:

Telcordia will perform generally accepted data validation activities and interface with Customer to resolve data issues. As Customer provides data for entry into the TRA Database, Telcordia will review such data for the purpose of examining it for suitability and use within the database. Telcordia will review aberrations and variations in the data with the Customer's data providers to help resolve data discrepancies or potential errors.

5. Data Distribution:

- A. All of Customer's data submitted to the TRA Database shall be aggregated, with the sole exception of SS7 Point Code data, with the data from other companies and made available to Customer, others in the telecommunications industry and others having a reasonable need to know, by separate license. The Telcordia TRA organization issues a Catalog of Products and Services that describes the various data products that are available, the distribution formata (e.g., CD-ROM, email, download), the frequency of issue (monthly, quarterly, etc.) and provides ordering information. The Catalog is available online at <http://www.trainfo.com>.
- B. Customer's SS7 Point Code data will be restricted from disclosure, except to those companies to which Customer authorizes Telcordia in writing to distribute such data on Customer's behalf. Such distribution will be subject to the prior written authorization of Customer, which shall be delivered to Telcordia TRA, One Telcordia Drive, Room RRC 4A745, Piscataway, NJ 08854-4157.
- C. The TRA data products, which are comprised of data extracted from the TRA Database, shall be provided under license at the prevailing fees and under the terms and conditions as set forth in separate license agreements. The purposes of the aforementioned license arrangements are as follows:
 - 1. Promote sharing of costs among users. All data recipients will share Telcordia costs in proportion to their usage of the TRA data products.
 - 2. Promote increased usage of TRA data products in furtherance of creating operating efficiencies for the data providers.
 - 3. Maintain accurate records of TRA data product users.
 - 4. Promote continuing data analysis and TRA data trouble shooting based on actual usage experiences.

6. Training:

Telcordia conducts biannual training sessions of one (1) day duration for its customers and their representatives with respect to the proper use of the TRA Databases. Participation by more than one (1) Customer representative per training session is subject to space availability. This can be arranged during the registration process. All participants will pay their own travel and living expenses and share the meeting facility costs and other meeting expenses. Each participant will be given a copy of the BIRRDS User Manual. Subsequent updates to this document will be forwarded to each system user at no charge. Requests by Customer for special training in addition to the quarterly sessions may result in an additional charge.

7. Issue Resolution:

- A. Telcordia will act as the continuing point of contact for Customer concerns and, when necessary, will work with Customer to resolve such concerns.
- B. Telcordia sponsors the Common Interest Group for Rating and Routing (CIGRR) which is directed by the TRA Director and meets approximately four (4) times each year for the purpose of providing an open forum

to review and discuss operating experiences. Customer and other Telcordia customers who have signed similar agreements are entitled to membership and are encouraged to participate in the CIGRR.

8. Customer Responsibilities:

Customer agrees to perform data input and investigation/correction of aberrations and variations in data in accordance with procedures set forth within the BIRRDs User Manual and with other documentation, which may be agreed to by the industry and the CIGRR from time to time. Additionally, if Customer's experts on routing and rating data are needed by Telcordia TRA personnel to respond to questions relative to Customer's data, Customer's experts shall be made available so as to provide their input within any applicable government or industry (e.g., CIGRR) deadlines as indicated by Telcordia TRA personnel.

Upon execution of the Agreement, Customer agrees to complete the "Telcordia Non-Employee Computer Service Access Request" Form to obtain a user logon id, a user password, and SecurID Card in order to access the TRA Database.

9. Fees:

TRA fees will change every calendar year and will be administered as stated below:

- A. Customer will be billed a one-time administrative fee of \$800.00 upon execution of this Agreement. Customer will also be billed an estimated annual fee for participation in the Project each year, excluding amounts associated with unique consultation. In addition, Customer will be billed a fee of \$250.00 if access to the Telcordia database needs to be reactivated after a suspension of service for non-use.
- B. A TRA Services Usage Summary which identifies Customer's actual monthly and year-to-date database usage information will be sent to Customer each month. Monthly actual record counts and monthly and year-to-date actual usage fees will be shown for all active codes (and those which will disconnect in the future) and all codes that are shown to be established in the future.
- C. In December 2009, and in December of each subsequent year, a "true up" adjustment will be computed to identify the difference between the database usage portion of the current year's annual invoiced amount and the current year's actual database usage fee as measured on a monthly basis. This "true-up" adjustment will be applied to Customer's annual invoice for the following year.
- D. In January 2010, and in January of each subsequent year, Telcordia will determine Customer's estimated annual fee for participation in the Project for the then-current calendar year based on records utilization of the TRA Database. This estimated annual fee will be computed by multiplying the actual number of Customer's records in the TRA Database as of the close of business on the last work day of the previous year times the current year's estimated Price Per Record which will not exceed \$9.20 per record in 2009. An invoice for this estimated annual fee and the aforementioned true-up adjustment applicable to the previous year will be sent to Customer not later than March 15. Payment of all amounts invoiced shall be in accordance with the Section of the Agreement titled Payment of Telcordia Invoices.

10. **Contacts:**

- **Telcordia Contacts:**

Account Executive: Peter Shelus Telcordia Technologies, Inc. Telcordia Routing Administration One Telcordia Drive, Room RRC 4A746 Piscataway, NJ 08854-4157 Voice: Fax: Fax: Email:	Administrative Contact: Lori Lopez Telcordia Technologies, Inc. Telcordia Routing Administration One Telcordia Drive, Room RRC 4A745 Piscataway, NJ 08854-4157 Voice: 732 699-6674 Fax: 732 336-6999 Email: llopez@telcordia.com
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- **Customer Contacts:**

Administrative Contact <Customer Rep, Title> CustomerAlias <Address 1> <Address 2> <City/State/Zip> Voice: <XXX XXX-XXXX> Fax: <XXX XXX-XXXX> Email:	Billing Contact Voice Fax Email
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