**European Electronic Communications Code**

**Additional Terms and Conditions**

These additional terms and conditions (the “EECC Terms”) are made under the Master Services Agreement (the “MSA”) between Inteliquent, Inc. (or one of its affiliates) and Customer, and pursuant to any Service Schedule attached thereto, including VoIP TN Schedule and International VoIP TN Service Amendment to the VoIP TN Schedule[[1]](#footnote-1) and apply to services sold in jurisdictions governed by the Directive (EU) 2018/1972 of the European Parliament and of the Council of 11 December 2011 establishing the European Electronic Communications Code (the “EECC”).

In the event of a conflict between the MSA, the Service Schedules or these EECC Terms, the terms and conditions in these EECC Terms shall control.

1. Definitions: Capitalized terms will have the meanings ascribed to them in these EECC Terms or elsewhere in the MSA or in a Service Schedule.
2. Changes to the MSA and Service Schedules:

In the **MSA**:

The Term clause of the MSA shall be replaced by the following:

*The term of this Agreement will commence on the Effective Date and remain in full force and effect for the longer of (i) three years or (ii) the date of expiration of the last surviving Service Schedule(s) entered into pursuant to this Agreement (“Initial Term”). Each Service Schedule(s) will remain in effect for the term set forth in the Service Schedule(s), unless earlier terminated as allowed in this Agreement or the applicable Service Schedule(s). Upon expiration of the Initial Term, the Service Schedule(s) will automatically continue on a month-to-month basis under the terms and conditions (including rates) then in effect, during which time either Party may terminate the Service Schedule(s) upon thirty (30) calendar days’ prior written notice to the other Party. Inteliquent may also change the rates on 30 days’ notice during any month-to-month term*.

The Early Termination clause of the MSA shall be replaced by the following:

1. *If Customer terminates this Agreement (or any Service Schedule) for its convenience other than for Cause or if Inteliquent terminates this Agreement (or any Service Schedule) pursuant to Customer’s uncured breach or default, the Parties acknowledge that Inteliquent’s damages will be difficult to ascertain. Therefore, Customer agrees that as liquidated damages, and not as a penalty, the measure of Inteliquent’s damages will be an amount equal to the average of all monthly amounts paid under the Service Schedule(s) being terminated in the six months (or the average of all monthly periods the Service Schedule has been in effect if less than six-months) before the termination became effective multiplied by the number of months remaining in the term of the applicable Service Schedule(s). Customer will promptly pay Inteliquent after receiving an invoice identifying the applicable amount.*
2. *“Cause” shall mean termination by Customer of the Agreement (i) upon expiration of the Initial Term in accordance with the “Term” Section or (ii) upon notice of changes in the conditions stipulated in the Agreement, in the Service Schedules or herein, unless the proposed changes are exclusively to the benefit of the Customer, are of a purely administrative nature and have no negative effect on the Customer, or are directly imposed by EU or national law or (iii) in case of significant continued or frequently recurring discrepancy between the actual performance of the Service and the performance indicated in the Agreement or the Service Schedules. If the Customer terminates the Agreement for Cause, the early termination fee of subsection (b) of this Section shall not apply.*

In the **VoIP TN Service Schedule**:

The Customer Termination clause of the VoIP TN Service Schedule shall be replaced by the following:

*Customer may terminate this Service Schedule, subject to the following notice periods and payment obligations. Termination of this Service Schedule will occur thirty (30) days after receipt of Customer’s notice, at which time Customer will pay Carrier a termination charge equal to the sum of one hundred percent (100%) of the remaining Minimum Monthly Fees that would have been incurred for the remainder of the Service Term (the "Termination Charge"), plus all Fees incurred prior to the date of termination, unless the termination is for Cause. Customer may terminate this Service Schedule during the Total Monthly Minimum Ramp Period without paying the early Termination Charge. Customer agrees that the Termination Charge is a genuine estimate of the actual damages that Carrier will suffer and is not a penalty.*

In the **International VoIP TN Service Amendment to the VoIP TN Schedule**:

The Allocation of Numbers clause of the International VoIP TN Service Amendment to the VoIP TN Schedule shall be amended as follows:

*All iTNs must remain active for a minimum of three (3) full calendar months except when withdrawn or reallocated by Provider pursuant to the terms of this Amendment. If Customer disconnects one or more iTN(s) for any reason, other than for Cause, Provider will invoice Customer for the iTN(s) for one additional calendar month (e.g., if Customer disconnects iTN(s) on May 1, Provider will bill Customer for the disconnected iTN(s) for the entire months of May and June). Nothing in this paragraph shall apply to iTNs ported into Provider’s (or its suppliers’) network.*

1. Miscellaneous. All other terms and conditions in the MSA and the Service Schedules, including any exhibit, schedules etc., including but not limited to any minimum purchase requirement, service terms, conditions regarding bulk porting, etc., remain in full force and effect. Customer agrees to comply with any country-specific terms and conditions that may be posted in Provider’s portal or on Provider’s web site.
2. Entire Agreement. These EECC Terms set forth the Parties’ entire agreement regarding the subject matter hereof. Except as otherwise modified herein, the terms and conditions of the Service Schedules and the MSA remain in full force and effect.

Last updated 2 September 2021.

1. The VoIP TN Schedule may originally have been signed by Broadvox, LLC or VoIP360 and assigned to Provider or one of its affiliates. The VoIP TN Schedule may be entitled e.g., the VoIP TN Service Addendum, the VoIP360 Service Schedule, the Measured Multiple Exchange Transport Service Annex. [↑](#footnote-ref-1)