

DIGIUM GENERAL PEERING AGREEMENT (TM)

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Everyone is permitted to copy and distribute complete verbatim copies of this General Peering Agreement provided it is not modified in any manner.

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DIGIUM GENERAL PEERING AGREEMENT

PREAMBLE

For most of the history of telecommunications, the power of being able to locate and communicate with another person in a system, be it across a hall or around the world, has always centered around a centralized authority -- from a local PBX administrator to regional and national RBOCs, generally requiring fees, taxes or regulation. By contrast, DUNDi is a technology developed to provide users the freedom to communicate with each other without the necessity of any centralized authority. This General Peering Agreement ("GPA") is used by individual parties (each, a "Participant") to allow them to build the E164 trust group for the DUNDi protocol.

To protect the usefulness of the E164 trust group for those who use it, while keeping the system wholly decentralized, it is necessary to replace many of the responsibilities generally afforded to a company or government agency, with a set of responsibilities implemented by the parties who use the system, themselves. It is the goal of this document to provide all the protections necessary to keep the DUNDi E164 trust group useful and reliable.

The Participants wish to protect competition, promote innovation and value added services and make this service valuable both commercially and non-commercially. To that end, this GPA provides special terms and conditions outlining some permissible and non-permissible revenue sources.

This GPA is independent of any software license or other license agreement for a program or technology employing the DUNDi protocol. For example, the implementation of DUNDi used by Asterisk is covered under a separate license. Each Participant is responsible for compliance with any licenses or other agreements governing use of such program or technology that they use to peer.

You do not have to execute this GPA to use a program or technology employing the DUNDi protocol, however if you do not execute this GPA, you will not be able to peer using DUNDi and the E164 context with anyone who is a member of the trust group by virtue of their having executed this GPA with another member.

The parties to this GPA agree as follows:

0. DEFINITIONS. As used herein, certain terms shall be defined as follows:

- (a) The term "DUNDi" means the DUNDi protocol as published by Digium, Inc. or its successor in interest with respect to the DUNDi protocol specification.
- (b) The terms "E.164" and "E164" mean ITU-T specification E.164 as

published by the International Telecommunications Union (ITU) in May, 1997.

- (c) The term "Service" refers to any communication facility (e.g., telephone, fax, modem, etc.), identified by an E.164-compatible number, and assigned by the appropriate authority in that jurisdiction.
- (d) The term "Egress Gateway" refers an Internet facility that provides a communications path to a Service or Services that may not be directly addressable via the Internet.
- (e) The term "Route" refers to an Internet address, policies, and other characteristics defined by the DUNDi protocol and associated with the Service, or the Egress Gateway which provides access to the specified Service.
- (f) The term "Propagate" means to accept or transmit Service and/or Egress Gateway Routes only using the DUNDi protocol and the DUNDi context "e164" without regard to case, and does not apply to the exchange of information using any other protocol or context.
- (g) The term "Peering System" means the network of systems that Propagate Routes.
- (h) The term "Subscriber" means the owner of, or someone who contracts to receive, the services identified by an E.164 number.
- (i) The term "Authorizing Individual" means the Subscriber to a number who has authorized a Participant to provide Routes regarding their services via this Peering System.
- (j) The term "Route Authority" refers to a Participant that provides an original source of said Route within the Peering System. Routes are propagated from the Route Authorities through the Peering System and may be cached at intermediate points. There may be multiple Route Authorities for any Service.
- (k) The term "Participant" (introduced above) refers to any member of the Peering System.
- (l) The term "Service Provider" refers to the carrier (e.g., exchange carrier, Internet Telephony Service Provider, or other reseller) that provides communication facilities for a particular Service to a Subscriber, Customer or other End User.
- (m) The term "Weight" refers to a numeric quality assigned to a Route as per the DUNDi protocol specification. The current Weight definitions are shown in Exhibit A.

1. PEERING. The undersigned Participants agree to Propagate Routes with each other and any other member of the Peering System and further agree not to Propagate DUNDi Routes with a third party unless they have first have executed this GPA (in its unmodified form) with such third party. The Participants further agree only to Propagate Routes with Participants whom they reasonably believe to be honoring the terms of the GPA. Participants may not insert, remove, amend, or otherwise modify any of the terms of the GPA.

2. ACCEPTABLE USE POLICY. The DUNDi protocol contains information that reflect a Subscriber's or Egress Gateway's decisions to receive

calls. In addition to the terms and conditions set forth in this GPA, the Participants agree to honor the intent of restrictions encoded in the DUNDi protocol. To that end, Participants agree to the following:

- (a) A Participant may not utilize or permit the utilization of Routes for which the Subscriber or Egress Gateway provider has indicated that they do not wish to receive "Unsolicited Calls" for the purpose of making an unsolicited phone call on behalf of any party or organization.
- (b) A Participant may not utilize or permit the utilization of Routes which have indicated that they do not wish to receive "Unsolicited Commercial Calls" for the purpose of making an unsolicited phone call on behalf of a commercial organization.
- (c) A Participant may never utilize or permit the utilization of any DUNDi route for the purpose of making harassing phone calls.
- (d) A Party may not utilize or permit the utilization of DUNDi provided Routes for any systematic or random calling of numbers (e.g., for the purpose of locating facsimile, modem services, or systematic telemarketing).
- (e) Initial control signaling for all communication sessions that utilize Routes obtained from the Peering System must be sent from a member of the Peering System to the Service or Egress Gateway identified in the selected Route. For example, 'SIP INVITES' and IAX2 "NEW" commands must be sent from the requesting DUNDi node to the terminating Service.
- (f) A Participant may not disclose any specific Route, Service or Participant contact information obtained from the Peering System to any party outside of the Peering System except as a by-product of facilitating communication in accordance with section 2e (e.g., phone books or other databases may not be published, but the Internet addresses of the Egress Gateway or Service does not need to be obfuscated.)
- (g) The DUNDi Protocol requires that each Participant include valid contact information about itself (including information about nodes connected to each Participant). Participants may use or disclose the contact information only to ensure enforcement of legal furtherance of this Agreement.

3. ROUTES. The Participants shall only propagate valid Routes, as defined herein, through the Peering System, regardless of the original source. The Participants may only provide Routes as set forth below, and then only if such Participant has no good faith reason to believe such Route to be invalid or unauthorized.

- (a) A Participant may provide Routes if each Route has as its original source another member of the Peering System who has duly executed the GPA and such Routes are provided in accordance with this Agreement; provided that the Routes are not modified (e.g., with regards to existence, destination, technology or Weight); or
- (b) A Participant may provide Routes for Services with any Weight for which it is the Subscriber; or
- (c) A Participant may provide Routes for those Services whose Subscriber has authorized the Participant to do so, provided that the Participant is able to confirm that the Authorizing

Individual is the Subscriber through:

- i. a written statement of ownership from the Authorizing Individual, which the Participant believes in good faith to be accurate (e.g., a phone bill with the name of the Authorizing Individual and the number in question); or
- ii. the Participant's own direct personal knowledge that the Authorizing Individual is the Subscriber.

(d) A Participant may provide Routes for Services, with Weight in accordance with the Current DUNDi Specification, if it can in good faith provide an Egress Gateway to that Service on the traditional telephone network without cost to the calling party.

4. REVOCATION. A Participant must provide a free, easily accessible mechanism by which a Subscriber may revoke permission to act as a Route Authority for his Service. A Participant must stop acting as a Route Authority for that Service within 7 days after:

- (a) receipt of a revocation request;
- (b) receiving other notice that the Service is no longer valid; or
- (c) determination that the Subscriber's information is no longer accurate (including that the Subscriber is no longer the service owner or the service owner's authorized delegate).

5. SERVICE FEES. A Participant may charge a fee to act as a Route Authority for a Service, with any Weight, provided that no Participant may charge a fee to propagate the Route received through the Peering System.

6. TOLL SERVICES. No Participant may provide Routes for any Services that require payment from the calling party or their customer for communication with the Service. Nothing in this section shall prohibit a Participant from providing routes for Services where the calling party may later enter into a financial transaction with the called party (e.g., a Participant may provide Routes for calling cards services).

7. QUALITY. A Participant may not intentionally impair communication using a Route provided to the Peering System (e.g. by adding delay, advertisements, reduced quality). If for any reason a Participant is unable to deliver a call via a Route provided to the Peering System, that Participant shall return out-of-band Network Congestion notification (e.g. "503 Service Unavailable" with SIP protocol or "CONGESTION" with IAX protocol).

8. PROTOCOL COMPLIANCE. Participants agree to Propagate Routes in strict compliance with current DUNDi protocol specifications.

9. ADMINISTRATIVE FEES. A Participant may charge (but is not required to charge) another Participant a reasonable fee to cover administrative expenses incurred in the execution of this Agreement. A Participant may not charge any fee to continue the relationship or to provide Routes to another Participant in the Peering System.

10. CALLER IDENTIFICATION. A Participant will make a good faith effort to ensure the accuracy and appropriate nature of any caller identification that it transmits via any Route obtained from the Peering System. Caller identification shall at least be provided as a valid E.164 number.

11. COMPLIANCE WITH LAWS. The Participants are solely responsible for determining to what extent, if any, the obligations set forth in this GPA conflict with any laws or regulations their region. A Participant may not provide any service or otherwise use DUNDi under this GPA if doing so is prohibited by law or regulation, or if any law or regulation imposes requirements on the Participant that are inconsistent with the terms of this GPA or the Acceptable Use Policy.

12. WARRANTY. EACH PARTICIPANT WARRANTS TO THE OTHER PARTICIPANTS THAT IT MADE, AND WILL CONTINUE TO MAKE, A GOOD FAITH EFFORT TO AUTHENTICATE OTHERS IN THE PEERING SYSTEM AND TO PROVIDE ACCURATE INFORMATION IN ACCORDANCE WITH THE TERMS OF THIS GPA. THIS WARRANTY IS MADE BETWEEN THE PARTICIPANTS, AND THE PARTICIPANTS MAY NOT EXTEND THIS WARRANTY TO ANY NON-PARTICIPANT INCLUDING END-USERS.

13. DISCLAIMER OF WARRANTIES. THE PARTICIPANTS UNDERSTAND AND AGREE THAT ANY SERVICE PROVIDED AS A RESULT OF THIS GPA IS "AS IS." EXCEPT FOR THOSE WARRANTIES OTHERWISE EXPRESSLY SET FORTH HEREIN, THE PARTICIPANTS DISCLAIM ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AS TO THE CONDITION, VALUE OR QUALITIES OF THE SERVICES PROVIDED HEREUNDER, AND SPECIFICALLY DISCLAIM ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AS TO THE CONDITION OR WORKMANSHIP THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT, INCLUDING ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE PARTICIPANTS EXPRESSLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT THE PEERING SERVICE WILL BE CONTINUOUS, UNINTERRUPTED OR ERROR-FREE, THAT ANY DATA SHARED OR OTHERWISE MADE AVAILABLE WILL BE ACCURATE OR COMPLETE OR OTHERWISE COMPLETELY SECURE FROM UNAUTHORIZED ACCESS.

14. LIMITATION OF LIABILITIES. NO PARTICIPANT SHALL BE LIABLE TO ANY OTHER PARTICIPANT FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS OR LOSS OF DATA) IN ANY WAY RELATED TO THIS GPA, WHETHER IN CONTRACT OR IN TORT, REGARDLESS OF WHETHER SUCH PARTICIPANT WAS ADVISED OF THE POSSIBILITY THEREOF.

15. END-USER AGREEMENTS. The Participants may independently enter into agreements with end-users to provide certain services (e.g., fees to a Subscriber to originate Routes for that Service). To the extent that provision of these services employs the Peering System, the Parties will include in their agreements with their end-users terms and conditions consistent with the terms of this GPA with respect to the exclusion of warranties, limitation of liability and Acceptable Use Policy. In no event may a Participant extend the warranty described in Section 12 in this GPA to any end-users.

16. INDEMNIFICATION. Each Participant agrees to defend, indemnify and hold harmless the other Participant or third-party beneficiaries to this GPA (including their affiliates, successors, assigns, agents and representatives and their respective officers, directors and employees) from and against any and all actions, suits, proceedings, investigations, demands, claims, judgments, liabilities, obligations, liens, losses, damages, expenses (including, without limitation, attorneys' fees) and any other fees arising out of or relating to (i) personal injury or property damage caused by that Participant, its employees, agents, servants, or other representatives; (ii) any act or omission by the Participant, its employees, agents, servants or other representatives, including, but not limited to, unauthorized representations or warranties made by the Participant; or (iii) any breach by the Participant of any of the terms or conditions of this GPA.

17. THIRD PARTY BENEFICIARIES. This GPA is intended to benefit those Participants who have executed the GPA and who are in the Peering System. It is the intent of the Parties to this GPA to give to those Participants who are in the Peering System standing to bring any necessary legal action to enforce the terms of this GPA.

18. TERMINATION. Any Participant may terminate this GPA at any time, with or without cause. A Participant that terminates must immediately cease to Propagate.

19. CHOICE OF LAW. This GPA and the rights and duties of the Parties hereto shall be construed and determined in accordance with the internal laws of the State of New York, United States of America, without regard to its conflict of laws principles and without application of the United Nations Convention on Contracts for the International Sale of Goods.

20. DISPUTE RESOLUTION. Unless otherwise agreed in writing, the exclusive procedure for handling disputes shall be as set forth herein. Notwithstanding such procedures, any Participant may, at any time, seek injunctive relief in addition to the process described below.

- (a) Prior to mediation or arbitration the disputing Participants shall seek informal resolution of disputes. The process shall be initiated with written notice of one Participant to the other describing the dispute with reasonable particularity followed with a written response within ten (10) days of receipt of notice. Each Participant shall promptly designate an executive with requisite authority to resolve the dispute. The informal procedure shall commence within ten (10) days of the date of response. All reasonable requests for non-privileged information reasonably related to the dispute shall be honored. If the dispute is not resolved within thirty (30) days of commencement of the procedure either Participant may proceed to mediation or arbitration pursuant to the rules set forth in (b) or (c) below.
- (b) If the dispute has not been resolved pursuant to (a) above or, if the disputing Participants fail to commence informal dispute resolution pursuant to (a) above, either Participant may, in writing and within twenty (20) days of the response date noted in (a) above, ask the other Participant to participate in a one (1) day mediation with an impartial mediator, and the other Participant shall do so. Each Participant will bear its own expenses and an equal share of the fees of the mediator. If the mediation is not successful the Participants may proceed with arbitration pursuant to (c) below.
- (c) If the dispute has not been resolved pursuant to (a) or (b) above, the dispute shall be promptly referred, no later than one (1) year from the date of original notice and subject to applicable statute of limitations, to binding arbitration in accordance with the UNCITRAL Arbitration Rules in effect on the date of this contract. The appointing authority shall be the International Centre for Dispute Resolution. The case shall be administered by the International Centre for Dispute Resolution under its Procedures for Cases under the UNCITRAL Arbitration Rules. Each Participant shall bear its own expenses and shall share equally in fees of the arbitrator. All arbitrators shall have substantial experience in information technology and/or in the telecommunications business and shall be selected by the disputing participants in accordance with UNCITRAL Arbitration Rules. If any arbitrator, once selected is unable or unwilling to continue for any reason, replacement shall be filled via the process described above and a re-hearing shall be conducted. The

disputing Participants will provide each other with all requested documents and records reasonably related to the dispute in a manner that will minimize the expense and inconvenience of both parties. Discovery will not include depositions or interrogatories except as the arbitrators expressly allow upon a showing of need. If disputes arise concerning discovery requests, the arbitrators shall have sole and complete discretion to resolve the disputes. The parties and arbitrator shall be guided in resolving discovery disputes by the Federal Rules of Civil Procedure. The Participants agree that time of the essence principles shall guide the hearing and that the arbitrator shall have the right and authority to issue monetary sanctions in the event of unreasonable delay. The arbitrator shall deliver a written opinion setting forth findings of fact and the rationale for the award within thirty (30) days following conclusion of the hearing. The award of the arbitrator, which may include legal and equitable relief, but which may not include punitive damages, will be final and binding upon the disputing Participants, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In addition to award the arbitrator shall have the discretion to award the prevailing Participant all or part of its attorneys' fees and costs, including fees associated with arbitrator, if the arbitrator determines that the positions taken by the other Participant on material issues of the dispute were without substantial foundation. Any conflict between the UNCITRAL Arbitration Rules and the provisions of this GPA shall be controlled by this GPA.

21. INTEGRATED AGREEMENT. This GPA, constitutes the complete integrated agreement between the parties concerning the subject matter hereof. All prior and contemporaneous agreements, understandings, negotiations or representations, whether oral or in writing, relating to the subject matter of this GPA are superseded and canceled in their entirety.

22. WAIVER. No waiver of any of the provisions of this GPA shall be deemed or shall constitute a waiver of any other provision of this GPA, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly so provided in writing. The failure of either party to enforce at any time any of the provisions of this GPA, or the failure to require at any time performance by either party of any of the provisions of this GPA, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of a Participant to enforce each and every such provision thereafter.

23. INDEPENDENT CONTRACTORS. Nothing in this GPA shall make the Parties partners, joint venturers, or otherwise associated in or with the business of the other. Parties are, and shall always remain, independent contractors. No Participant shall be liable for any debts, accounts, obligations, or other liabilities of the other Participant, its agents or employees. No party is authorized to incur debts or other obligations of any kind on the part of or as agent for the other. This GPA is not a franchise agreement and does not create a franchise relationship between the parties, and if any provision of this GPA is deemed to create a franchise between the parties, then this GPA shall automatically terminate.

24. CAPTIONS AND HEADINGS. The captions and headings used in this GPA are used for convenience only and are not to be given any legal effect.

25. EXECUTION. This GPA may be executed in counterparts, each of which

so executed will be deemed to be an original and such counterparts together will constitute one and the same Agreement. The Parties shall transmit to each other a signed copy of the GPA by any means that faithfully reproduces the GPA along with the Signature. For purposes of this GPA, the term "signature" shall include digital signatures as defined by the jurisdiction of the Participant signing the GPA.

Exhibit A

Weight Range	Requirements
0-99	May only be used under authorization of Owner
100-199	May only be used by the Owner's service provider, regardless of authorization.
200-299	Reserved -- do not use for e164 context.
300-399	May only be used by the owner of the code under which the Owner's number is a part of.
400-499	May be used by any entity providing access via direct connectivity to the Public Switched Telephone Network.
500-599	May be used by any entity providing access via indirect connectivity to the Public Switched Telephone Network (e.g. Via another VoIP provider)
600-	Reserved-- do not use for e164 context.

Participant

Participant

Company:

Address:

Email:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

Name:

END OF GENERAL PEERING AGREEMENT

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How to Peer using this GPA If you wish to exchange routing information with parties using the e164 DUNDi context, all you must do is execute this GPA with any member of the Peering System and you will become a member of the Peering System and be able to make Routes available in accordance with this GPA.

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