



bandwidth

Bandwidth SIP Origination – Enhanced Inbound & Local (Standard ELS and Expanded ELS) Service Agreement - Terms and Conditions

This Service Agreement (the “Agreement”) is between Bandwidth.com, Inc. (“Bandwidth.com”) and the Customer. Services provided are based on the Terms and Conditions contained herein and are subject to change with updated versions of this document available for viewing and download on <http://www.bandwidth.com/content/legal>. Updated versions of this document will take effect on the first date of the month following posting of the updated version, with updated versions identified with the month and year they become effective. Customer should therefore check the site regularly for updated versions. Customer accepts said Terms and Conditions, as acknowledged by signature on the relevant Service Order Form (“SOF”), and agrees to be bound by them.

Definitions:

“911 Services” means functionality that allows end users to contact emergency services by dialing the digits 911.

“Enhanced 911 Services” means the ability to route an emergency call to the designated entity authorized to receive such calls, which in many cases is a Public Safety Answering Point (“PSAP”), serving the Customer’s subscribers’ Registered Address or user-provided address and to deliver the Subscriber’s telephone number and Registered Address information automatically to the emergency operator answering the call.

“Basic 911 Service” means the ability to route an emergency call to the designated entity authorized to receive such calls serving the Customer’s subscribers’ Registered Address. With basic 911, the emergency operator answering the phone will not have access to the caller’s telephone number or address information unless the caller provides such information verbally during the emergency call.

“Customer VoIP Application” means the Class 5 VoIP application provided by Customer in connection with SIP Origination – Enhanced Inbound & Local service.

“DID/DOD” means a telephone number assigned by Bandwidth.com to Customer for use by a Subscriber with SIP Origination – Enhanced Inbound & Local service.

“Directory Listings” means the listing of a Subscriber’s telephone number in the ILEC directory for a Market.

“RFC” means Request for Comments

“International” means anywhere outside of the continental United States, including Alaska and Hawaii.

“IP” means Internet Protocol.

“LCA” means a geographical local calling area (determined by the applicable ILEC) containing one or more Rate Centers.

“LNP” means local number portability.

“Operator and Directory Assistance” means live or automated operator assistance for the placement of Subscriber calls, listing services and/or related information.

“PSTN” means the public switched telephone network.

“Rate Center” means a geographic area (determined by the applicable ILEC) within a LCA or Market that is associated with one or more specific NPA/NXX codes.

“Registered Address” means the address provided by customer in either (i) written format on appropriate Bandwidth.com order forms, (ii) entered into appropriate Bandwidth.com portals or (iii) other written or verbal communication to Customer’s Bandwidth.com sales or post-sales representative, that represents the physical location from which Bandwidth.com’s Enhanced Inbound & Local TNs will be used.

“Reseller” is a customer of Customer to whom Customer sells Bandwidth.com SIP Origination – Enhanced Inbound & Local services for resale to Subscribers or other resellers (which further resellers are also “Resellers” hereunder).

“SIP” is the signaling protocol used between VoIP networks to establish, control and terminate voice calls.

“Subscriber” means an individual, end-user or telephone device assigned a DID/DOD.

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“TN” means a telephone number assigned by Bandwidth.com to Customer (or that Customer ports to Bandwidth.com) and used by Customer in connection with Bandwidth.com’s SIP Origination for Enhanced Inbound & Local service.

“U.S. Domestic” means the continental United States (excluding Alaska and Hawaii).

“VoIP” means voice over IP.

1. Services Provided. Provided that Customer is not in default of its obligations stated herein, Bandwidth.com shall provide Customer with the Service ordered in the Bandwidth.com Service Order Form, which Service Order Form is incorporated herein by reference, for the Service Term, the Service Term being defined in Section 13. If Customer has purchased or leased Equipment from Bandwidth.com or its certified third party leasing company then the Customer must install Equipment in accordance with instructions provided by Bandwidth.com (or its third party vendor). In addition Bandwidth.com Equipment must be used solely for the purpose of Service utilization. Customer is solely responsible to obtain, use and operate any equipment not provided by Bandwidth.com that may be used in association with the Service.

2. Service Description. Bandwidth.com’s SIP Origination - Enhanced Inbound & Local service provides inbound, local outbound and enhanced dialing services including 911, 411 / Directory Assistance, Operator Assisted dialing, White Page Listings and inbound and outbound caller id and location. The service utilizes and IP to IP or PSTN to IP (or vice-versa) hand-off and which Customer certifies to Bandwidth.com all traffic is either originated by Subscribers in, or terminated to Subscribers via an Internet Protocol format. Bandwidth.com will route calls to the PSTN or an IP address.

3. Service Limitations. Bandwidth.com’s SIP Origination – Enhanced Inbound & Local service does not include any Class 5 features (e.g. call waiting, call forwarding, voicemail, etc.), nor will the service provide any of the following call types: 976, 900, or 1010xxx. Local calling, 911, outbound 800 calls or 411 calls are only available if the call’s originating ANI is a Bandwidth.com assigned DID or a DID that has been ported to the Bandwidth.com network. All special configurations are subject to Bandwidth.com’s approval and Bandwidth.com reserves the right to terminate this agreement where proper interoperability testing has not been completed when required. Any traffic deemed to jeopardize the integrity of Bandwidth.com’s network may be blocked by Bandwidth.com.

4. Customer Responsibilities. Customer shall, at its sole cost, be responsible: (i) for providing all equipment (including SIP proxy servers), software, facilities and IP connectivity (including connectivity to Subscribers) necessary for the Customer VoIP Application and the Customer network to operate with the Bandwidth.com SIP Origination – Enhanced Inbound & Local Service and for providing and ensuring the successful installation of all equipment and software necessary for Subscribers to use services sold to it by Customer; (ii) to obtain and provide to Bandwidth.com, prior to installation of the particular SIP Origination – Enhanced Inbound & Local service, the IP address(es) for the SIP proxy server, the Customer VoIP Application and/or any other applicable hardware/software solution; (iii) for all Subscriber Tier 1 support and (iv) for all Class 5 features, such as dial tone, call waiting and call forwarding functionality. Customer may pass such obligations on to Resellers, but all information required to support SIP Origination – Enhanced Inbound & Local service shall be supplied to Bandwidth.com by Customer. Customer shall input, validate and maintain accurate Subscriber information, including Reseller Subscriber information so that Bandwidth.com can provide such Customer-provided information to applicable national databases, including, Automatic Local Identification (ALI) Database, Directory Listing information, Line Information Database (LIDB) (with LIDB preferences set to not accept collect calls) and Caller ID with NAME Database (CNAM). In doing so, Customer shall deliver to Bandwidth.com valid postal addresses that can be confirmed against the Master Street Address Guide (“MSAG”). In the event Bandwidth.com cannot validate an address through MSAG, Customer shall, upon notification of the same, immediately deliver a corrected address to Bandwidth.com that can be validated against MSAG. Customer shall advise Subscribers, and shall require Resellers to advise its Subscribers, of Subscriber’s responsibility and obligation to provide valid address information that can be verified against MSAG. CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS BANDWIDTH.COM AGAINST ANY AND ALL CLAIMS AND EXPENSES RESULTING FROM THE FAILURE OF CUSTOMER OR RESELLERS TO COMPLY WITH THIS SECTION.

5. Call Rating and Use of Enhanced Dialing Services. (A) Rating outbound calls as Local only applies to calls that utilize SIP Origination – Enhanced Inbound & Local telephone numbers (DIDs) supplied by Bandwidth.com, or that have been ported to Bandwidth.com’s service, as the Originating ANI. To ensure calls are rated at the established local rate, the Enhanced Inbound & Local DID should be populated as the Originating ANI in the “FROM” field in the SIP header and, if utilized, in any of the SIP header fields used for caller id (e.g. Remote Party ID, P-Assert-Identity, etc.). Termination of calls that originate from DIDs not provided by Bandwidth.com or ported to Bandwidth.com’s service will be rated as Long Distance Termination and subject to the Terms and Conditions for Bandwidth.com SIP LD Termination.

(B) All enhanced dialing services provided with SIP Origination – Enhanced Inbound & Local including 911, 411, Operator assisted dialing are only available from calls originating from Enhanced Inbound & Local DIDs. The Enhanced Inbound & Local DID must be populated as the originating ANI in the “FROM” field and, if utilized, in any of the SIP signaling fields used for caller id (i.e. Remote Party ID, p-assert-identity, etc.) in the SIP header.

6. 911 Service. (A) Bandwidth.com offers 911 Services as part of the SIP Origination – Enhanced Inbound & Local service, subject to the limitations stated herein. The static 911 Services provided herein are a static implementation and cannot support nomadic users. Customer shall ensure that DID/DOD’s are assigned to Subscribers whose primary address is within the Rate Center associated with such DID/DOD’s and shall ensure that Subscribers do not use SIP Origination – Enhanced Inbound & Local service from a location different from the Subscriber’s Registered Address. 911 Services will not function, or will not function properly: (i) if a DID/DOD is assigned to a Subscriber located outside of the Rate

Center associated with such DID/DOD; (ii) if a Subscriber attempts a 911 call from a location different from the Subscriber's address provided to Bandwidth.com by Customer; (iii) during any disruption of power at the Subscriber location; (iv) during any disruption of Internet connectivity to the Subscriber location; (v) during any period where service to a Subscriber has been cancelled or suspended for any reason (including suspensions or cancellations for failure to pay or other default); (vi) if incorrect or invalid Subscriber address information is provided, or if such information is not updated in the event of a change in primary location; or (vii) if equipment provided to or used by the Subscriber in connection with SIP Origination – Enhanced Inbound & Local service fails to function or is improperly (or is not) installed or configured; or (viii) Bandwidth.com Enhanced Inbound & Local TN associated with the Subscriber's registered address is not in the 'userpart' of the 'from uri' contained in the sip 'from' header. 911 Services will not function until correct and valid address information has been input into the appropriate database(s), which may occur shortly after initial Service activation (including following Port-Ins under the 'Porting Numbers' section below.)

Customer's subscribers will have access to either basic 911 or Enhanced 911 (E911) as their default emergency calling service.

With E911 service, when a caller from Customer's subscribers' Registered Address dials the digits 911, the Bandwidth.com telephone number and subscriber's registered address is automatically sent to the local emergency center serving your location. The emergency operators will have access to this information regardless of whether the caller is able to verbally provide such information to the emergency call-taker. Accordingly, with E911 service, the emergency call-taker will have the caller's call-back telephone number and registered address information just by virtue of the caller placing the call using the digits 911. In limited circumstances, Customer's subscribers equipped with E911 may have their calls routed to the national call center. Please see the description below for an explanation of when this would occur and how this service operates.

With basic 911 service, when a caller from the Customer's Subscribers' Registered Address dials the digits 911, the call is sent to the local emergency center serving your location. But operators answering the call will not have automatic access to the caller's call-back telephone number or the Registered Address because the emergency center will not be equipped to receive, capture or retain Customer's subscribers assigned Bandwidth.com telephone number and Registered Address. Accordingly, callers must be prepared to provide both call-back and address information. If the call is dropped or disconnected, or if the caller is unable to speak, the emergency operator answering the call will not be able to call the caller back or dispatch help to the caller's address. As additional local emergency centers become capable of E911 functionalities, Bandwidth.com will automatically upgrade customers from basic 911 to E911 service. We will not notify Customer of the upgrade. In limited circumstances, Customers equipped with basic 911 may have their calls routed to the national call center. Please see the description below for an explanation of when this would occur and how this service operates.

National Call Center service Certain Customer's subscribers do not have access to either basic 911 or E911. If the subscriber does not have access to either E911 or basic 911, emergency calls placed using the digits 911 will be sent to a national emergency call center. A trained agent at the emergency call center will ask for caller's name, telephone number, and location and then transfer the caller to the appropriate local emergency center or otherwise determine the best way to provide emergency services to the caller. Like Basic 911, the trained operators answering calls in the national call center will not have automatic access to the caller's telephone number or Registered Address information because the national call center is not equipped to receive, capture or retain the subscriber's Bandwidth.com telephone number and Registered Address, so the caller must be prepared to provide this information. **Customer's 911 calls may also be sent to Bandwidth.com's national emergency call center if there is a problem validating the Registered Address provided by Customer for the subscriber during provisioning, if Customer's subscriber is located in an area that is not covered by the land line 911 network, or if Customer's subscriber has basic 911 or E911 service but these call fails to complete and are routed to the national emergency call center for failover purposes.**

(B) Customer's agreements with Subscribers shall contain and Customer shall require each of its Resellers agreements with its Subscribers to contain, the following: (i) an explanation of the limitations on the functionality of 911 Services as set forth in Section 6(A); and (ii) a release in favor of Customer (or Reseller, as applicable) and all of its underlying suppliers (including Bandwidth.com and its affiliates) relating to claims arising out of the failure of 911 Services to function properly for the reasons set forth in Section 6(A). Bandwidth.com reserves the right, with Customer's consent, to notify Subscribers of the limitations on functionality through means identified and agreed by Customer and Bandwidth.com.

(C) In the event that 911 Service limitations or requirements different than those stated herein are, in Bandwidth.com's reasonable opinion, necessary or advisable based on Bandwidth.com's interpretation of currently evolving 911 Service laws, rules and regulations, Customer agrees to negotiate modifications to this Section 4 as requested by Bandwidth.com, and if agreement respecting the same cannot be reached, Bandwidth.com may terminate the SIP-Origination – Enhanced Inbound & Local service and this Agreement without liability.

(D) Disclaimer of Liability: **CUSTOMER ACKNOWLEDGES AND AGREES THAT BANDWIDTH.COM'S SERVICE IS INTERNET BASED AND THAT 911 SERVICES ARE DIFFERENT THAT THAT OF TRADITIONAL WIRELINE SERVICE. FOR BASIC 911 OR E911 TO BE ACCURATELY ROUTED TO THE APPROPRIATE EMERGENCY RESPONDER, THE CUSTOMER MUST PROVIDE THE BANDWIDTH.COM ENHANCED INBOUND & LOCAL TN ASSOCIATED WITH THE REGISTERED ADDRESS IN THE 'USERPART' OF THE 'FROM URI' CONTAINED IN THE SIP 'FROM' HEADER. CUSTOMER, NOR THEIR SUBSCRIBER, MAY MANIPULATE THIS INFORMATION.**

CUSTOMER ACKNOWLEDGES THAT THE BANDWIDTH.COM ENHANCED INBOUND & LOCAL SERVICE MAY NOT SUPPORT BASIC 911 OR E911 DIALING IN THE SAME MANNER AS TRADITIONAL WIRELINE PHONE SERVICE. CUSTOMER AGREES TO INFORM OF THE POTENTIAL COMPLICATIONS ARISING FROM BASIC 911 OR E911 DIALING. SPECIFICALLY, CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM ALL EMPLOYEES, GUESTS, AND OTHER THIRD PERSONS WHO MAY USE THE SERVICE THAT BASIC 911 AND E911 SERVICES WILL NOT FUNCTION IN THE CASE OF A SERVICE FAILURE FOR ANY OF THE FOLLOWING REASONS: (A) POWER

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FAILURES, (B) SUSPENDED OR TERMINATED BROADBAND SERVICE, (C) SUSPENSION OF SERVICES DUE TO BILLING ISSUES, AND/OR (D) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN. CUSTOMER FURTHER ACKNOWLEDGES THAT FAILURE TO PROVIDE A CORRECT PHYSICAL ADDRESS IN THE REQUISITE FORMAT MAY CAUSE ALL BASIC 911 OR E911 CALLS TO BE ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. FURTHERMORE, CUSTOMER RECOGNIZES THAT USE OF THE SERVICE FROM A LOCATION OTHER THAN THE LOCATION TO WHICH THE SERVICE WAS ORDERED, I.E., THE “REGISTERED ADDRESS,” MAY RESULT IN BASIC 911 OR E911 CALLS BEING ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER.

CUSTOMER ACKNOWLEDGES AND AGREES THAT BANDWIDTH.COM, ITS UNDERLYING CARRIER, OR ANY OTHER THIRD PARTIES INVOLVED IN THE ROUTING, HANDLING, DELIVERY, OR ANSWERING OF EMERGENCY SERVICES OR IN RESPONDING TO EMERGENCY CALLS, NOR THEIR OFFICERS OR EMPLOYEES, MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, LOSS, FINE, PENALTY OR COST (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES) AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO THE PROVISION OF ALL TYPES OF EMERGENCY SERVICES TO CUSTOMER. CUSTOMER FURTHER AGREES AND ACKNOWLEDGES THAT IT IS INDEMNIFYING AND HOLDING HARMLESS BANDWIDTH.COM FROM ANY CLAIM OR ACTION FOR ANY CALLER PLACING SUCH A CALL WITHOUT REGARD TO WHETHER THE CALLER IS AN EMPLOYEE OF THE CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES TO HOLD HARMLESS AND INDEMNIFY BANDWIDTH.COM FROM ANY CLAIM OR ACTION ARISING OUT OF MISROUTES OF ANY 911 CALLS, OR WHETHER LOCAL EMERGENCY RESPONSE CENTERS OR NATIONAL EMERGENCY CALLING CENTERS ANSWER A 911 CALL OR HOW THE 911 CALLS ARE HANDLED BY ANY EMERGENCY OPERATOR INCLUDING OPERATORS OF THE NATIONAL CALL CENTER. THE LIMITATIONS APPLY TO ALL CLAIMS REGARDLESS OF WHETHER THEY ARE BASED ON BREACH OF CONTRACT, BREACH OF WARRANT, PRODUCT LIABILITY, TORT AND ANY OTHER THEORIES OF LIABILITY

7. IP originated traffic. All user traffic must be IP originated. “IP Originated” shall mean voice traffic which Customer represents and certifies as utilizing TCP/IP as a transmission protocol from the Customer’s originating equipment (i.e. SIP phones, SIP PBX, TDM to SIP Gateway, IP-adaptor, etc.) to a TCP/IP gateway. Traffic identified as non-IP originated is subject to incremental \$.05 per minute charges.

8. Service Availability. The Service is available throughout the Service Term, except in the case of scheduled maintenance of the Bandwidth.com network and/or its underlying carrier’s network. Bandwidth.com will use commercially reasonable efforts to provide prior notification via electronic mail (“email”) to Customer regarding any scheduled maintenance of Service. Bandwidth.com may interrupt its provision of Service for unscheduled emergency maintenance without notice to Customer or Customer’s customers.

9. TN Quantities. Bandwidth.com will exercise commercially reasonable efforts to gain access to requested TN quantities, but Bandwidth.com does not guarantee TN availability. Bandwidth.com may, upon 10 days prior written notice, reclaim any TNs that have not been used to pass traffic within the immediately preceding 120 day period.

10. Interop Testing. If Customer has the Service, as shown on the Service Order Form, Bandwidth.com will provide the Customer with local connectivity to the appropriate public switched telephone network (“PSTN”) and will deliver voice traffic to or from the Customer via an internet protocol version based on Session Initiation Protocol (“SIP”) signaling. Prior to the provisioning of Service, Customer must successfully complete interoperability (“Interop”) testing with Bandwidth.com.

11. Porting Numbers. Bandwidth.com will require a completed and signed *Letter of Authorization* (“LOA”) for any numbers or toll free numbers the customer wishes to port. Applicable LOAs are attached hereto. In addition, Bandwidth.com will require a recent, applicable copy of the Customer’s current phone bill which contains the Customer’s *Billing Telephone Number* (“BTN”) as well as a record of any numbers that need to be ported. Necessary LOA(s) and Bill Copy(s) must be received by Bandwidth.com before Bandwidth.com initiates the port request.

12. Additional Charges.

Disconnect Charges: For any request to disconnect or port out a Bandwidth.com assigned TN, a non-recurring charge of \$5 per TN will be charged.

LNP Charges: For cancelled LNP request more than 48 hours before FOC, a non-recurring charge of \$6 per TN will be charged. For cancelled LNP requests within 48 hours of FOC, a non-recurring charge of \$75 per TN will be charged. For any request to reinstate, within 24 hours, a newly ported phone number to the original carrier, a non-recurring charge of \$300 per number will be assessed.

Payphone-related charges: All rates provided for SIP Origination – Enhanced Inbound and Local service are net of any applicable origination charges by third party payphone providers. Bandwidth.com will pass these surcharges through to Customer and Customer shall be responsible for payment of all such surcharges.

Call Duration Thresholds: All per minute rates (Interstate LD, Intrastate LD, Local if applicable, 800 Domestic) assume at least 95% of calls terminating will be of a call duration of no less than six (6) seconds in length. If 5% or more of Customer’s completed calls are equal to or less than six (6) seconds in length during any billing cycle then Bandwidth.com reserves the right to charge, and Customer shall pay, a \$0.03 charge per short duration call. This charge will be in addition to Customer’s current rates.

13. Service Term. The initial Service Term for the Bandwidth.com Service provided to Customer shall be at least one (1) year and up to three (3) years from the Service Commencement Date depending on the Service Term selected on said Service Order Form. After such initial term, Service shall continue to be provided on a month-to-month basis, unless terminated in writing by Bandwidth.com or by Customer via email pursuant to the Master Service Agreement. The initial Service Term plus the continuation of Service as provided in this Section 13 are referred to collectively as

the “Service Term.” (The Agreement Term is coterminous with the Service Term.)

14. Billing Increments. Billing increments are set forth below.

Originating Destination	Initial Billing Increment (Seconds)	Additional Billing Increment (Seconds)
US Domestic	6	6
Alaska, HI and all others	30	6

15. Additional NRC (if applicable). In addition to the standard NRC listed above, the following NRC, if applicable, will apply:

- Service Reinstatement Fee: \$200.00 plus any charges imposed by underlying carrier(s)
- Rejected Credit Card/Unpaid Check: \$40.00 (or legal limit)
- Cancellation of Service prior to installation: \$250.00

16. Limitation of Liability. Bandwidth.com’s SIP Origination – Enhanced Inbound & Local service is intended for inbound and local calling. Unless and to the extent that Customer has combined this services with another service (whether provided by Bandwidth.com or other service provider) for the purpose of enabling certain outbound calling capabilities, (i) Customer agrees to advise in writing all end users obtaining Service by or through Customer of the inherent limitations in Bandwidth.com SIP Origination – Enhanced Inbound & Local functionality, and (ii) Bandwidth.com shall charge Customer for long distance calling at Bandwidth.com’s then standard rates for SIP Termination. CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS BANDWIDTH.COM, ITS OFFICERS, EMPLOYEES, AGENT AND AFFILIATES FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, COSTS OR DAMAGES OF WHATEVER NATURE ARISING FROM OR RELATING TO THE USER OF ANY BANDWIDTH.COM SIP ORIGINATION – ENHANCED INBOUND AND LOCAL SERVICE. CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS BANDWIDTH.COM AGAINST ANY AND ALL CLAIMS AND EXPENSES RESULTING FROM THE FAILURE OF CUSTOMER OR RESELLERS TO COMPLY WITH THIS SECTION.

17. RFC 3261 Compliance. This service is based on RFC 3261 – “SIP-Session Initiation Protocol” and requires Customer to conform to this standard. In the event Bandwidth.com determines that Customer is in violation of RFC 3261 and this violation prevents Bandwidth.com from accurately rating or billing Customer’s calls, Bandwidth.com reserves the right to bill the customer based on their estimated usage and rates, based on Bandwidth.com’s discretion.

18. Acceptable Use Policy. All use of Service must comply with Bandwidth.com’s Acceptable Use Policy (“AUP”), which is posted at www.bandwidth.com, and is incorporated herein by reference. By accepting Bandwidth.com Service, Customer agrees to comply with this AUP and any subsequent modifications thereto. Bandwidth.com reserves the right to modify this AUP from time to time, effective upon posting the AUP as modified at the URL shown above. Violation of the AUP shall be considered a material breach of this Agreement pursuant to the Master Service Agreement.