

CIVIL SUBPOENA POLICY

APPLICABILITY OF POLICY: This policy applies for the following entities (collectively “Inteliquent”) and governs **only** the processing of subpoenas, court orders, depositions by written questions, or other legal process issued by litigants in matters of civil litigation to which Inteliquent is a non-party and seeking customer-related information concerning one or more telephone numbers in service with Inteliquent (“Third Party Civil Subpoenas or ‘TPCS’”):

- **Onvoy, LLC d/b/a Inteliquent
- **Inteliquent, Inc. f/k/a Neutral Tandem, Inc. (and its Neutral Tandem state-specific operating subsidiaries)
- **Broadvox, LLC
- **Layered Communications, LLC
- **Voyant Communications, LLC
- **ANPI Business, LLC d/b/a Voyant Communications, LLC
- **Vitality, a division of ANPI Business, LLC

Inteliquent **does not consent** to: (a) service of TPCS by any means other than per these guidelines, or (b) service of any **non**-TPCS pursuant to these guidelines.

TPCS that lack legibility (including concerning signatories), reference to authority for issuance, or dates of issuance or compliance will be presumed invalid, and Inteliquent will object to the same.

In compliance with the Federal Communications Commission Orders concerning Customer Proprietary Network Information (“CPNI”) and the company’s CPNI Policy, Inteliquent will not release customer or account information without express permission from our customer, except when required by law. Litigants seeking the identity or account information of an Inteliquent customer in connection with a civil litigation matter must serve a valid subpoena as specified below (see below - **“SUBMISSION OF THIRD PARTY CIVIL SUBPOENAS”**) and compensate Inteliquent for costs incurred in responding to the same (see below - **“FEES FOR SUBPOENA COMPLIANCE”**).

CALL DETAIL RECORDS / PROTECTIVE ORDER REQUIREMENT: Typically, civil litigants will need to obtain call detail records (“CDRs”) via subpoena to our wholesale customers. **Inteliquent’s records will be a secondary source of CDRs at best.** Inteliquent’s customers are typically other service providers, to whom we provide wholesale services. Accordingly, Inteliquent will only carry traffic pertaining to any number to the extent that a service provider customer (the provider whose end user subscriber is using a number to initiate and receive calls) desires to have such traffic sent via Inteliquent’s network, and further, we commonly only carry a fragment of all traffic pertaining to a number (e.g., we may only carry inbound traffic to a number, and some other provider may instead carry the outbound traffic). Any CDRs that Inteliquent may have (to the extent present in our systems or which are archived and can be restored) will generally represent, at best, **a fraction of the entirety of all traffic** pertaining to a number (i.e., we only have CDRs for traffic which actually crossed Inteliquent’s network) and will be **redundant of CDRs obtainable from our service provider customer** for that same number (i.e., our customer will have CDRs for **all calls** originated from or terminated to the number and delivered by Inteliquent **and others** providing services comparable to those of Inteliquent). Civil litigants will typically **only** want to issue a TPCS to Inteliquent to identify our wholesale customer(s) and then, in turn, pursue CDRs through the customer(s) so identified by Inteliquent in response.

Where Inteliquent must produce CDRs, however, such **will only be produced pursuant a protective order** issued by the court having jurisdiction in the matter. Such order **must limit** access to and use of any provided CDRs to the parties in the matter of the litigation pursuant to which the subpoena is issued and for purposes **only** of such litigation. Where a requesting party affirms to Inteliquent that regardless of the foregoing, CDRs are sought from Inteliquent, the requesting party must submit its draft protective order for Inteliquent’s review. Such draft orders must incorporate the foregoing limitation, must be in a form already agreed upon by all parties to the litigation, and should utilize any form order available from the court under which a TPCS is issued.

See also **“FEES FOR SUBPOENA COMPLIANCE”** regarding fees applicable to the production of CDRs, including related to archived CDRs.



SUBMISSION OF THIRD PARTY CIVIL SUBPOENAS: Inteliquent does not consent to service of TPCS via email. Receipt of a TPCS transmitted to any Inteliquent email address will not constitute service of the same. All TPCS must name the relevant Inteliquent entity and be transmitted with the applicable processing fee (see below – “FEES FOR SUBPOENA COMPLIANCE”) for service only at the following address (via US Mail, overnight delivery, or courier), or service upon Inteliquent’s registered agent:

Inteliquent Legal Department
ATTN: Custodian of Records
Civil Subpoena Compliance
550 West Adams St., Suite 900
Chicago, IL 60661

Inteliquent’s customers are typically other service providers. As such, we will have no relationship with or information about any end user subscribers of our customers. Accordingly, a typical TPCS will request only customer information about one or more number(s) for a specified date range, and result in a response from Inteliquent (to the email address provided in the TPCS) to identify the wholesale customer(s) and supply their contact information, per our records. Inteliquent may be wholly unable to respond to TPCS that present requests with reference to details other than a telephone number (e.g., reference to an individual or business name, or an IP address instead of a telephone number).

As specified above, Inteliquent is generally not a source for CDRs, and accordingly, will generally object to TPCS seeking CDRs.

NOTICE TO CUSTOMERS, RESPONSE TIME, AND CUSTOMER OBJECTIONS: Parties seeking to effect service of TPCS upon Inteliquent are hereby expressly advised that upon receipt of a valid TPCS, Inteliquent may be required to: (a) provide or attempt to provide notice of the same to our customer whose information is sought and moreover, to (b) provide such notice to our customer prior to any response to the party issuing the TPCS. Inteliquent may attempt to notify its customer via telephone, email, U.S. mail, or by other reasonable means using contact information on file with Inteliquent.

In order to fulfill its notice obligations, Inteliquent generally will not produce subpoenaed customer information until approximately 20 business days after receipt of a valid TPCS and all applicable processing fees. Inteliquent will endeavor to promptly notify any requesting party of the necessity for extension of any specified compliance date in order to allow Inteliquent to fulfill such obligations; provided, however, that Inteliquent reasonably expects all submitting parties to review this policy and issue a TPCS with recognition of the foregoing.

Inteliquent customers objecting to the disclosure of their information should consult with an attorney. Absent receipt of a protective order or similar protection issued by the court having jurisdiction over the matter, Inteliquent will disclose the information requested in a TPCS on or after the date on which Inteliquent’s compliance is due, any applicable customer notice interval has lapsed, and other requirements of this Policy are satisfied. Other disclosure objections communicated to Inteliquent will be disregarded.

VERIFICATION OF TELEPHONE NUMBERS: Inteliquent cannot accommodate requests to verify a telephone number as being with Inteliquent (either by telephone call or by message to any email address). We recognize that this may represent some inconvenience; however, given the volume of TPCS and law enforcement and regulatory agency related subpoenas that we receive as a wholesale service provider, we cannot escalate such number verification inquiries ahead of such matters, and will not return calls or reply to emails requesting verification.

FEES FOR SUBPOENA COMPLIANCE: To offset the undue burden and expense involved in responding to TPCS, Inteliquent charges a standard fee for producing such compliance responses. Receipt of payment by check (Inteliquent does not offer credit card or wire transfer options) is required prior to the processing of a TPCS, and Inteliquent will wait ten business days for non-certified funds to clear (certified funds or payments drawn upon a firm's trust account may allow for expedited processing). Checks are to be made payable to "Inteliquent" and transmitted with a TPCS.

Inteliquent's **standard processing fee** for a TPCS is tiered based upon the quantity of target numbers for which customer-related information is sought:

- **Tier 1** (1 or 2 numbers): \$50.00
- **Tier 2** (3 to 5 numbers): \$75.00
- **Tier 3** (6 to 9 numbers): \$100.00
- **Tier 4** (10 or more numbers): Individual Case Basis Fee ("ICB fee").

The **standard processing fee** covers all costs associated with review of a TPCS; review of the proceedings and/or applicable law, as necessary; research queries for target number(s) in our systems; correspondence with our customer(s) (where we have contractual obligations concerning notice); the provision of a substantive response (as well as any necessary interim correspondence or teleconferences with requesting parties, such as concerning subpoena defects, clarification/supplemental information/modification of the scope of a subpoena, or extension); and any applicable copying or mailing expenses.

Inteliquent reserves the right to charge an **ICB fee** at its discretion for matters which will impose greater undue burden and expense upon Inteliquent, including without limitation, for TPCS determined by Inteliquent to require voluminous research/production (e.g., a Tier 4 quantity of numbers; or TPCS seeking CDRs) and/or retrieval of archived CDRs (generally, Inteliquent archives CDRs after 60 days and additional fees will apply for costs associated with the retrieval and restoration of data, which is stored in aggregate for a calendar month for all numbers in service, and not on an account-specific basis). Inteliquent will notify a requesting party of any such estimated ICB fee and the necessity of an **anticipated extension**, and must receive remittance of the same prior to processing of the TPCS. A significant extension will typically be necessary where archived CDRs are sought, as **only** one month's archived data can be restored to Inteliquent's systems at a time. Because of system demands, such restoration can occur **only** on an overnight basis and multiple overnight periods may be necessary to restore one month's data, enabling the performance of necessary queries to the same before being then purged from our systems (in order to allow restoration of the next relevant month's CDRs). As a result, requesting parties should anticipate that a period of at least 4 to 6 weeks would be required for routine intervals of archived data, and several months may be required for larger intervals, and will likely determine that CDRs will be more timely and efficiently obtained through our wholesale customers (who, as noted, will generally have CDRs far in excess of any in Inteliquent's records for a target number).

Inteliquent generally will object to all TPCS seeking documents relating to account establishment, correspondence with customers, and disclosure of other numbers associated with the customer(s) for the target number(s) specified in a TPCS. As further discussed herein, Inteliquent's customers are generally other service providers and as such, requests that might be otherwise customary where seeking information pertaining to an end user will be objected to by Inteliquent as unduly burdensome, overly broad, and neither relevant to nor proportional to the needs of the litigation with regard to our company who is a third-party to the matter and moreover, who is at least a step removed from the end user calling/called party using the number (Inteliquent will generally have no information about or relationship with the end user subscribers of our wholesale customers, and will only maintain records in the aggregate on the wholesale customer and without regard to any end user subscriber of the same).

FEE FOR WITNESS TESTIMONY: If an Inteliquent witness is subpoenaed to appear in court to provide testimony, and the witness fee is not set by law in that respective state, Inteliquent charges \$150.00 per hour for witness testimony including travel time to and from court, plus the reasonable cost of travel (including mileage at the then current IRS rate, tolls, parking, airfare, rental car, train fare, taxi fare), food at a per diem rate of \$25.00 and lodging in accordance with Inteliquent's travel and expense policies. Inteliquent reserves the right to request pre-payment of an amount that is one-half of the reasonably estimated witness testimony fee. Checks are to be made payable to "Inteliquent" and submitted to the above address with memorandum reference to Inteliquent's file number for the matter.