

CIVIL SUBPOENA POLICY

1. POLICY – GENERALLY; APPLICABILITY:

- 1.1. **Scope of Policy – Entities; Limited Scope of Services; Typical Subpoenas:** This policy applies for the following entities (collectively, “Company” or “the Company”) and governs **only** the processing of subpoenas, court orders, depositions by written questions, or other legal process issued in civil litigation matters to which Company is a **non-party** and in which **customer related information** concerning 1 or more phone numbers is sought from the Company (“Third Party Civil Subpoenas or ‘TPCS’”):

- **Sinch Voice, operating under the legal name Inteliquent, Inc.
- **Onvoy, LLC
- **Onvoy Spectrum, LLC
- **Inteliquent, Inc. f/k/a Neutral Tandem, Inc. (and state subsidiaries – e.g., Neutral Tandem-Alabama, LLC)
- **Broadvox-CLEC, LLC
- **Layered Communications, LLC
- **Voyant Communications, LLC
- **Phaxio, a division of Voyant Communications, LLC
- **ANPI Business, LLC

IMPORTANT - PLEASE READ TO AVOID OBJECTION AND DELAYED PROCESSING

This policy is presented in light of the Company’s unique role as a provider of **wholesale communications interconnection services**. In general, the Company does **not** provide end user services. Given the limited scope of services we provide (and accordingly, the minimal useful records we possess, as contrasted with the **retail service providers** who are our wholesale customers) and in the interest of orderly, efficient interactions with TPCS issuers, this policy is intended to **proactively inform** litigants about the Company and **how to request** our relevant records. As such, it is further intended to avoid time wasted and costs incurred by civil litigants (seeking records that we do **not** possess, and which will **not** meet litigants’ expectations), as well as comparable time and expense to the Company.

Before issuing a TPCS to the Company:

- (1) **review** this policy
- (2) **recognize the difference** between the Company and providers of retail services, and
- (3) **limit the scope** of the TPCS consistent with (1) and (2).

Doing so will yield the most expedient processing. Parties seeking **call detail records** (or “CDRs”, “tolls”, or “incoming and outgoing calls and/or messages”) must fully review **Sec. 2** (including **Ex. 2.1**), and all parties should review **Sec. 7.3** (retail/end user related records to **NOT request**).

The Company **WILL OBJECT** to all TPCS that are inconsistent with **Sec. 3** (service), **Sec. 4** (response time) and **Sec. 5** (processing fees), or which seek CDRs or any records listed in **Sec. 7.3**; **PROCESSING DELAYS** will likely result from our objection; and/or you may need to **ISSUE A NEW SUBPOENA**. Please facilitate timely, orderly and efficient processing by serving only a TPCS of limited scope (e.g., for customer identity only – see section 3.3) and doing so consistent with this policy. For this purpose, we strongly recommend using our Civil Subpoena Cover Page Checklist in preparing to submit your TPCS (see **Sec. 10**).

- 1.2 **Service; Non-Consent; Non-Waiver:** Service must occur strictly as per [Sec. 3.2](#). The Company does **not consent** to service of a TPCS by any means **other than** consistent with this policy (see [Sec. 3.2](#)). Further, the Company does **not consent** to service of any **non-TPCS** pursuant to this policy. Receipt of a TPCS by any email address or at any fax number will **neither** constitute service under this policy **nor** any waiver of this policy. Communication from the Company concerning attempted service **inconsistent** with this policy (e.g. via email or fax) or to affirm the need to comply with this policy concerning service will **not** constitute service under this policy or any waiver of this [Sec. 1.2](#) or [Sec. 3](#).
- 1.3 **Defects:** the Company will presume the invalidity of and object to any TPCS that: (a) lack legibility, signatories, citation to or evidence of issuing authority, issuance or compliance dates, or processing fees, (b) are untimely served, or (c) present other material defects.
- 1.4 **Customer Proprietary Network Information (“CPNI”):** In compliance with FCC Orders concerning CPNI and the Company’s CPNI Policy, the Company will not release customer identifying or customer account information without the express permission from our customer, except when required by law. Accordingly, civil litigants seeking such information must serve a valid TPCS (see [Sec. 3](#) “Service”), compensate the Company for reasonable costs (see [Sec. 5](#) “Processing Fees”), and as applicable, provide a protective order (see [Sec. 2.2](#)).

2. **CALL DETAIL RECORDS (“CDRs”) AND PROTECTIVE ORDER REQUIREMENT:**

2.1 **The Company is a [Secondary Source](#) of CDRs:**

The Company generally is an **inferior** source of call detail records (“CDRs,” which may also commonly be referenced in a TPCS as “tolls” or “incoming and outgoing calls and/or messages”).

Typically, civil litigants should want to **initially** issue **only** a TPCS for customer identifying information from the Company about the other service provider (“OSP”) who is our wholesale customer for a target number, and **only** thereafter, seek CDRs through the **subsequent** issuance of another subpoena to the OSP who is identified in our response to the TPCS to the Company. As will be further explained in this [Sec. 2.1](#) (and its [Example 2.1](#) on the next page), as compared to the Company, our wholesale OSP customers are a **primary** source of CDRs as well as the source of other retail/end user service related records (e.g., end user subscriber identity, billing/payment, other numbers in use by end user -- see [sec. 7.3](#) for items to not request).

Essentially, as a provider of **wholesale communications interconnection services**, the Company delivers traffic between the networks of OSPs involving telephone numbers which are either: (a) allocated to the Company and released to an OSP, or else (b) already in use by an OSP (who “ported” the number to our network). In either case, the number **is being serviced by the OSP**. This means that: (a) the OSP has the actual relationship with the end user subscriber (i.e., the Company will have no relationship with or information about an OSP’s end user subscriber -- the calling/called party using a number to initiate/receive calls), and (b) the OSP will have CDRs for **all calls** involving the number in service with the OSP.

While the OSP will have CDRs for all calls involving a target number, any CDRs in our systems or which are recoverable from our archived data will be, **at best, a fragment** of the entire universe of CDRs for all calls involving a target number (i.e., we **only** carry traffic that an OSP wants delivered over our network and our services are typically **fractional** for a number [our OSP customers also use other wholesale providers offering services comparable to ours] and so we will have **no CDRs** for calls that **never even cross our network**). **Please see [Example 2.1](#) (next page) for illustration of this point.** As further illustrated specifically in [Example 2.1.A](#), the CDRs in our possession will also generally be **redundant** (i.e., the relevant OSP will have counterpart CDRs for each call that crosses our network to/from their network, as well as CDRs for **all other calls** which originate from or terminate to that OSP’s network, and which **did not** cross our network). Accordingly, the OSP is the primary source for obtaining all CDRs for a target number that is in-service with our company for our provision of wholesale communications interconnection services.

See also [Sec. 5.5](#) and [Sec. 5.6](#) concerning ICB Fees and archived CDRs.

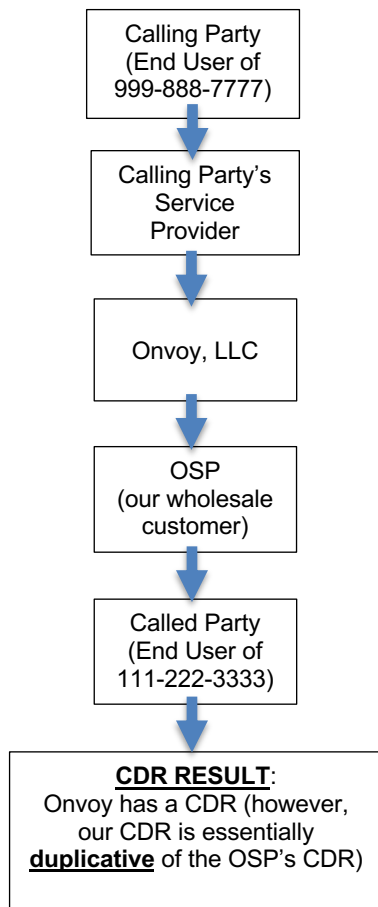
Example 2.1:

Below are a pair of simple illustrations that present a typical circumstance in which the Company will lack CDRs for an in-service number (i.e., where the Company is only providing termination services to the OSP for the target number). Our services are typically provided on a very fractional basis and so there are a number of other such scenarios in which we will have lack CDRs for traffic involving a number because the traffic does not cross our network (e.g., we may only carry voice traffic involving the number and so we will have no records concerning messaging).

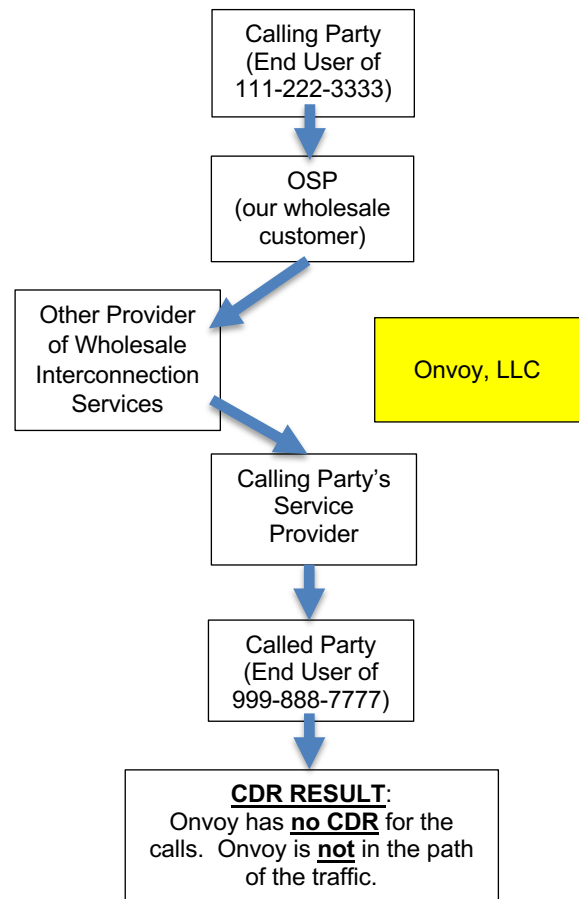
In the examples below, the number 111-222-3333 is **in-service with the Company**, and the number 999-888-7777 is not. Our wholesale customer (“OSP”) is using the Company’s services **only** to **terminate inbound calls** to the number 111-222-3333 (for which the OSP has the end user subscriber using the number to initiate/receive calls and messages). Further, the OSP is instead using **another service provider** who also offers wholesale communications interconnection services comparable to the Company’s for traffic involving the **origination of outbound calls** from 111-222-3333.

As illustrated below, a call from 111-222-3333 to 999-888-7777 will **never even cross** the Company’s network (in this example, the network of our affiliate Onvoy, LLC) and accordingly, we have no CDR for the call (Ex. 2.1.B). In the inverse, a call from 999-888-7777 to 111-222-3333 results in a CDR for our affiliate Onvoy, LLC; however, the OSP will have a counterpart CDR of the same call (Ex. 2.1.A). Accordingly, the OSP will be the primary **source for all CDRs** for all calls to/from 111-222-3333.

Ex. 2.1.A Call Terminating to 111-222-3333



Ex. 2.1.B Call Originating from 111-222-3333



- 2.2 **Protective Order:** Where the Company must produce CDRs, such production will only occur pursuant a protective order issued by the court having jurisdiction in the case in which the TPCS is issued. Such orders **must limit** access to and use of any produced CDRs to the parties in that case and **only** for purposes of such litigation (and appeal of same). Further, the protective order must specifically contemplate third-party production and designation of confidential information and include within its scope information for which disclosure is prohibited by statute. Where CDRs are sought from the Company (despite the conditions summarized in [Sec. 2.1](#)), the TPCS issuer must obtain such a protective order in a form agreed upon by all parties to the litigation (optimally, using a form order for the relevant court) and provide the same for the Company's review prior to court's entry of the order.
- 2.3 **Processing Fees; Objection:** the Company will conditionally object to a TPCS requesting CDRs. The communication which presents the Company's objection will also provide an estimate for a Processing Fee (see [Sec. 5.5](#)), among other conditions related to the objection (see [Sec. 7](#)).
- 2.4 **Exception – Back Tracing (or Tracing Back) of Calls:** Back tracing is the exceptional, isolated circumstance in which the Company may possess a CDR containing unique information. If you are back tracing a call (i.e., based upon the CDR of a “downstream” provider on a call-specific basis), please refer to [Sec. 9](#).
3. **SERVICE OF THIRD PARTY CIVIL SUBPOENAS (“TPCS”):**
- 3.1 **Non-Consent; Non-Waiver:** Company does **not** consent to email or facsimile service of TPCS. See [Sec. 1.2](#).
- 3.2 **Office Address for Service; Registered Agent; Include Processing Fee:** All TPCS must name the relevant the Company entity (see [Sec. 1.1](#)) and also tender the applicable Processing Fee (see [Sec. 5](#)) at the time of service of the TPCS **only**: (1) upon our registered agent or (2) to the Company's relevant entity/entities at the following address to “ATTENTION: Legal – Civil Subpoena Compliance” (note: the Company **consents** to US Mail, overnight delivery, or courier service **only** at the following – see also [Sec. 3.5](#) [tracking details]):
- 1 North Wacker Drive, Suite 2500
Chicago, IL 60606
- 3.3 **Specification of Relevant Details for Customer Identifying Information:** Our customers are typically OSPs to whom we provide wholesale services (see [Sec. 2.1](#)). As such, we will have no relationship with or information about the OSP's end user subscribers. A typical TPCS should request **only customer identifying information** about one or more target phone numbers for a specified interval of time, and will result in our identification of the OSP(s) and our provision of their contact details, per our records (where no interval is stated, we will understand the request to be **only** for the OSP as of the TPCS issuance date forward). Accordingly, the Company may be wholly **unable to respond** to a TPCS that requests information with reference to details other than a telephone number (e.g., individual/business name, service address, or IP address – end user details which will be unknown to the Company and not reflected in our records since we do not have a relationship with the end user). As specified in [Sec. 2.1](#), we are generally **not a useful source of CDRs** and will **object** to a TPCS seeking CDRs, and further, as a wholesale provider, we **will object** to requests as itemized in [Sec. 7.3](#).
- 3.4 **Email Address for Production Response:** in the interest of timely correspondence and processing, the TPCS will specify an email address to which production response will be directed.
- 3.5 **Provision of Tracking Details:** as specified in [Sec. 3.2](#), the Company consents to service via US Mail, overnight delivery, or courier. While service to this address will generally allow for faster processing than service to our registered agent and further, enable civil litigants to avoid process server fees, most Company personnel work remotely since the March 2020 closure of our offices. Accordingly, where serving to our specified corporate address, we strongly recommend sending an email to Scott Kellogg (Scott.Kellogg@sinch.com) to facilitate timely retrieval by specifying delivery method and tracking number. Send these details in an email with the subject line “TPCS Tracking Details for [Case Litigants; Case Number]”. Do **not** attach a copy of your TPCS (see [Sec. 1.2](#) and [Sec. 3.1](#) – we do not consent to email service and cannot open or review any attachments).

4. **DISCLOSURE NOTICES TO CUSTOMERS AND RESPONSE TIME:**

- 4.1 **Contractual Obligations for Disclosure Notices to Customers:** Parties seeking to effect service of a TPCS upon the Company are hereby **expressly cautioned** that the Company is generally required by contract to: (a) provide or attempt to provide notice of a TPCS to our wholesale customer(s) whose information is sought, and (b) await the expiration of the applicable notice interval (notice intervals vary by contract) or waiver of the same.
- 4.2 **Estimated Processing Interval – 15 Business Days:** In order to fulfill our disclosure notice obligations (see Sec. 4.1), the Company typically will be unable to produce responsive customer information until **approximately 15 business days** after receipt of both a valid TPCS and applicable Processing Fees. Company will endeavor to promptly notify of the need to extend the compliance date of a TPCS in order to allow our fulfillment of such obligations; provided, however, that the Company reasonably expects TPCS issuers to **review this policy and issue their TPCS with recognition of the same**, thereby avoiding unnecessary extensions and interactions concerning the same.
- 4.3 **Disclosure Notices to Customers:** Absent a contract-specified method of notice, the Company may attempt to fulfill its disclosure obligations to customers via telephone, email, U.S. mail, or other reasonable means using contact information on file with the Company. Company customers objecting to the disclosure of their information to the TPCS issuer should consult with an attorney. Absent receipt of a protective order or similar protection issued by the court having jurisdiction over the matter, Company will disclose the information requested in a TPCS on or after the date on which the Company's compliance is due, any applicable customer notice interval has lapsed, and other requirements of this Policy are satisfied. Other disclosure objections communicated to the Company will be disregarded.

5. **PROCESSING FEES FOR SUBPOENA COMPLIANCE:**

- 5.1 **Processing Fees, Generally:** To offset undue burden and recover expenses arising from TPCS compliance (as a non-party to litigation), Company may require two types of Processing Fees: (1) a Standard Processing Fee and (2) an Individual Case Basis Processing Fee.
- 5.2 **Advance Payment Required; Check ONLY:** Company may object and condition TPCS processing upon receipt of an applicable Processing Fee, and wait 10 business days for non-certified funds to clear before commencing processing. Certified funds or law firm trust account checks may allow for expedited processing. Credit card or wire transfer arrangements are **not** available; rather, checks are to be made payable to "Inteliquent."
- 5.3 **Extension for Receipt of Processing Fee:** An extension may be required where the applicable Processing Fee is tendered **only after** service of the TPCS or where the compliance date for a TPCS seeking for customer identifying information is less than 10 business days after receipt of the Processing Fee.

5.4 **Standard Processing Fee:** The Standard Processing Fee covers all costs associated with processing of and compliance with a TPCS seeking customer identifying information, including the following:

- Review of the TPCS to ensure the same constitutes a valid legal requirement for our response;
- Review of the underlying proceedings and/or applicable law, as necessary;
- Target number research queries in our systems (of which there are several, including legacy systems from acquired companies which are non-integrated or for which data is archived/not readily accessible);
- Disclosure notice correspondence with our wholesale customer (to fulfill contractual obligations);
- The provision of a substantive response (as well as (1) any interim communications necessary concerning defects in or objections to the TPCS (see also [Sec. 7](#)), requests for clarification, supplemental information, or modification of the scope, or to agree to an extension, and/or (2) subsequent clarifying correspondence or teleconferences (frequently necessary for litigants unfamiliar with the Company's unique role in the industry);
- Any applicable copying or mailing expenses.

The fee is tiered, based upon the quantity of target numbers for which customer identifying 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+ numbers): See Sec. 5.5 - ICB Fee.

Company provides wholesale communications interconnection services on a national basis. This Policy recognizes that litigation may arise in jurisdictions which prohibit or otherwise cap the Standard Processing Fee amount; however, as a non-party to the proceedings, Company may be unaware of the same. Accordingly, the TPCS issuer **must affirmatively state** any such prohibition or limitation in the transmittal letter for their TPCS, including citing to legal authority from the issuing jurisdiction.

5.5 **Individual Case Basis Processing Fee ("ICB Fee"):** an ICB Fee will be necessary for any TPCS for which the Company determines that compliance will impose a greater undue burden and expense, including, without limitation, a TPCS that will require extensive research and/or voluminous production (e.g., any TPCS seeking CDRs or a Tier 4 request [see Sec. 5.4 above] for customer identifying information). The ICB Fee will necessarily be a greater where CDR data is **archived** and must be retrieved and restored to enable research and production (see [Sec. 5.6](#) below).

A party who has **fully reviewed** this Sec. 5 and also [Sec. 2.1](#) (including [Example 2.1](#)) and who nevertheless **intends to issue a TPCS to request CDRs** should first contact Scott Kellogg via Scott.Kellogg@sinch.com to request an estimate for (1) the ICB Fee and (2) the interval necessary for processing (please supply: (1) target number(s) and target interval per number, or (2) back tracing details as per [Sec. 9](#) where pursuing that course of action). In this circumstance, do **not** attach a copy of your TPCS (see [Sec. 1.2](#) and [Sec. 3.1](#) – we do **not** consent to email service and accordingly, cannot open or review any attachments to an email presenting a query concerning a TPCS).

Where a TPCS is served **absent prior contact** and seeks CDRs, the Company will issue a CDR Notice as per [Sec. 7.2](#) to communicate or objection to the same.

5.6 **Archived Call Detail Records (CDRs):**

Company's network carries around 1 billion minutes of voice traffic daily. With this sheer volume of traffic, our CDRs are **promptly archived** in aggregate on a calendar month or other multi-week basis.

Accordingly, the Company will incur additional personnel and system costs to retrieve and restore such CDRs to our systems (in order to enable research and compilation of responsive CDRs), and such costs will be reflected in the ICB Fee applicable per [Sec. 5.5](#).

A more significant extension may also be necessary for archived CDRs, as **only** one month's data can be restored to our systems at a time (note: the Company's CDRs are stored in aggregate for all numbers in service for all customers in a calendar month). Further, because of system demands, restoration can occur **only** on an overnight basis, and multiple overnights will typically be necessary in order to restore a month's data.

Queries are then performed against the restored CDR data for responsive CDRs. The data must thereafter be purged from our system in order to allow restoration of another calendar month's data.

As a result, TPCS issuers should anticipate a period of **at least** 4 to 6 weeks for processing, and **several months or more** for broader requests that seek greater quantities of calls or CDRs arising in multiple calendar months. A greater interval may also be required for processing where system resources are otherwise committed or where our offices are closed due to extraordinary circumstances (e.g., the ongoing COVID-19 pandemic).

Coupling such circumstances with the limited scope of CDRs that may be in our possession concerning a given number, most civil litigants conclude that CDRs are **best obtained through our wholesale customers** (who should have CDRs for all calls involving a telephone number – see [Sec. 2.1](#), including [Exhibit 2.1](#)).

6. **FEE FOR WITNESS TESTIMONY:**

If a Company witness is subpoenaed to appear in court and provide testimony, and the witness fee is not set by law in that respective state, Company 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 Company's travel and expense policies.

Company 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 Company's file number for the matter.

7. **OBJECTIONS:**

7.1 **Non-Receipt of Processing Fees:** As detailed in this Policy (including in [Sec. 2.3](#), [Sec. 3.3](#), [Sec. 5.2](#), [Sec. 5.4](#), and [Sec. 5.5](#)), the Company may object where an issuing party fails to tender the applicable Processing Fee for a TPCS seeking customer identifying information or CDRs.

7.2 **Objection Notices:**

A. **Generally:** Company will object to requests that: are unduly burdensome, overly broad, and neither relevant to nor proportional to the needs of the litigation; seek privileged, confidential or proprietary information; fail to provide a reasonable time for compliance; are beyond the scope required under the applicable Rules of Civil Procedure and any local rules, including as to third parties; and would require production of ESI. Company's objection notice may refer a TPCS issuer to one or more provisions of this policy to address objections presented in said notice or to address other defects evident in the TPCS.

B. **Requests for Customer Identifying Information:**

Generally, where a TPCS is received by the Company **absent prior contact** and seeks customer identifying information, the Company will:

- (1) notify the TPCS issuer that the Company **objects** to the TPCS and
- (2) inform the TPCS issuer of the Standard Processing Fee applicable under [Sec. 5.4](#).

The TPCS issuer must then tender the fee in order for processing to commence, or otherwise inform the Company of any prohibition or limitation of the same consistent with [Sec. 5.4](#) or assert some other basis for non-payment.

C. **Requests for CDRs:**

Generally, where a TPCS is received by the Company **absent prior contact** and seeks CDRs, Company will:

- (1) notify the TPCS issuer that the Company conditionally **objects** to the TPCS;
- (2) refer the TPCS issuer to [Sec. 2.1](#);
- (3) inform of the necessity for a protective order for CDRs to be produced (see [Sec. 2.2](#)), and
- (4) provide estimates for both (a) an ICB Fee and (b) the extension interval necessary (a "CDR Notice").

The TPCS issuer must thereafter authorize processing to commence consistent with the CDR Notice. Exceptionally broad TPCS requests and other factors may limit the Company's ability to provide a precise or immediate estimate or result in the presentation of an unconditional objection to the TPCS issuer.

- 7.3 **Other Information Requested:** As further discussed in [Sec. 2.1](#), the Company's customers generally are "OSPs" (other service providers to whom we provide wholesale communications interconnection services). Such OSPs have the end user subscribers who are using telephone numbers to make/receive calls. As such, requests that might be common and appropriate when seeking information from a retail service provider concerning an end user subscriber will be objected to by the Company as unduly burdensome, overly broad, and neither relevant to nor proportional to the needs of the litigation with regard to the Company (as a **non-party** to the litigation and a provider of **wholesale services**, who is at least a step removed from the end user calling/called party). Company will generally have **no information about or relationship with the end user subscribers** of OSPs and will **only** maintain records in the **aggregate relative to the OSP** (and without regard to any end user subscriber of the OSP).

Accordingly, we either will **object to all TPCS that seek the following** records with reference to one or more target numbers, or we will otherwise reply to advise that we have **no responsive records** (i.e., relevant end user service related records must be sought through our wholesale customers):

- A. Service applications, service agreements/contracts, and account establishment documents
- B. Billing records, invoices, and charges for services provided
- C. Payment information, banking records, and transaction related details
- D. Correspondence and records of other communications with or concerning an end user subscriber
- E. Complaints received about a target number/end user subscriber
- F. Identification of all other telephone numbers and/or accounts in service for the end user subscriber
- G. Electronic or cloud-stored content: voicemail, email, and SMS/MMS/text messages, including attached or transmitted files, images and video (our network does not capture or retain such content)
- H. End user subscriber equipment and ID numbers associated with the same, including SIM cards.
- I. IP address for the end user subscriber or wholesale customer
- J. Data used by the end user subscriber
- K. GPS or geo-location details, cell site/tower "ping" and network connection location related records

Please **do not** invest your firm's time in presenting such requests in a TPCS or require our company to spend time addressing the same. Please instead confine the scope of your TPCS to customer identifying information requests, and then pursue such other items by issuing a subsequent subpoena to the wholesale customer(s) identified in our response to your TPCS.

8. VERIFICATION OF TELEPHONE NUMBERS:

Company cannot accommodate requests to verify or otherwise validate a particular telephone number as being with the Company. Please do not request such information via telephone call or by message to any email address. We recognize that this may represent some inconvenience; however, given the volume of subpoenas that we receive as a wholesale service provider, we cannot escalate such number verification inquiries ahead of such deadline-specific matters, and may not return calls or reply to emails requesting verification or which present a non-specific request for contact.

9. BACK TRACING (OR TRACING BACK) OF CALLS:

Back-tracing is the process of recreating the path of a call in-reverse (i.e., starting with the **called party's** service provider, continuing on to one or more intermediary providers [e.g., Onvoy, LLC], and ultimately to the **calling party's** service provider). This effort is driven by review of the CDR for each service provider relevant to a target call, so as to identify the next provider backwards from the service provider whose CDR is being reviewed. While a calling name/number may be spoofed/blocked (in which case, manipulation occurs before our network and so our records will generally reflect only the spoofed/blocked details), the network-level details of a CDR will remain unaffected by such efforts. Accordingly, by recreating the call path, the originating network can be determined, and thereby, the actual calling number and end user subscriber's identity.

Company's CDRs will generally **only** have unique information in a very limited instance wherein a party is: (1) "back-tracing" a specific call involving (2) a number that was (a) "spoofed" (i.e., electronically manipulated so that caller ID information is other than that for the true calling number) or (b) "blocked" for caller ID details, and (3) another service provider has informed the TPCS issuer that the traffic to that provider's network was **delivered by the Company, per their CDR**.

All of the foregoing elements generally **must be true** in order for the Company to possess **unique information in a CDR**. While the Company's CDRs will typically be fractional/redundant (see [Sec. 2.1](#)), in a spoofing/blocking scenario our CDRs would contain a detail to facilitate further back tracing: the identity of the service provider who **delivered the traffic to us**.

A back tracing TPCS **must present specific details** about a particular call (e.g., request "the call from 123-456-7890 to 456-789-0123 on 7/1/20 at 1:23 pm CST for 45 seconds"; do **NOT** request "all calls from 123-456-7890 for the period of 1/1/19 to 6/1/20"). In response to such a TPCS, we will provide an estimate for an ICB Fee (see [Sec. 5.5](#)) and extension of time, as applicable.

10. CIVIL SUBPOENA COVER PAGE CHECKLIST:

Company is a very atypical service provider. We generally only provide **wholesale communications interconnection services** to other service providers (i.e., our customers – not the Company -- have the direct relationships with their end user subscribers; the Company will have no relationship with or information about end user subscribers of our customers). Moreover, our services are not exclusive and typically are provided very fractionally to our wholesale customers (i.e., our network operates as a bridge between the networks of other service providers, and we may only carry a fragment of the entirety of traffic involving numbers that are in-service on our network [carrying only calls to or from our wholesale customer's network as desired by the customer]).

Given this unique role we perform and the unfamiliarity of most litigants the Company, the scope of wholesale communications Interconnection services we provide, and the limited relevant records we will have as a result, we have developed our Cover Page Checklist (posted at <https://www.sinch.com/legal/law-enforcement-support/>).

Our Checklist is intended to facilitate a civil litigant's service of a TPCS that is immediately ready for processing upon service and further, to standardize processing among the wide range of jurisdictions in which a TPCS may be issued and for which content and format requirements may vary significantly. TPCS issuers should find our Checklist to be very useful for preparing and serving your TPCS to the Company and avoiding delays in processing of your subpoena, including delays resulting specifically from our objection to same.