

May 3rd, 2021

Marlene Dortch
Secretary
Federal Communications Commission
445 12th Street SW
Washington, DC 20554

Via ECFS

RE: WC Docket No. 21-84 – Supplement to Wiretap Telecom, LLC’s Application for Authorization to Obtain Number Resources.

Dear Ms. Dortch:

Wiretap Telecom, LLC (“Wiretap”) hereby submits this Supplement to its Application for Authorization to Obtain Number Resources (“Application”), which was filed with the Federal Communications Commission (“Commission”) on March 9, 2021. As requested, Wiretap hereby provides the Inteliquent (Neutral Tandem) Interconnection Agreement (Exhibit C) and the GTS Service Schedule Agreement between Wiretap and Inteliquent, Inc. (Exhibit D).

Wiretap respectfully requests that, pursuant to Sections 0.457 and 0.459 of the Commission’s rules, 47 C.F.R. § 0.457 and 0.459, the Commission withhold from public inspection, the GTS Service Schedule agreement between Wiretap and Inteliquent, Inc. (Exhibit D) in its entirety as confidential because the document contains trade secrets and commercially sensitive “Pricing” information that falls within Exemption 4 of the Freedom of Information Act (“FOIA”), 5 U.S.C. § 552(b)(4). The information in the document is “of a kind that would not customarily be released to the public” and therefore, this information qualifies for confidential treatment under FOIA. Wiretap respectfully submits that it would suffer substantial competitive harm if this information was disclosed.

For any questions regarding this Supplement or Wiretap’s Application please contact Cody Schilke at (405) 471-8000.

Respectfully Submitted,



Cody Schilke
President & CEO
Wiretap Telecom, LLC.
(405) 471-8000
Email: cody.schilke@wiretaptelecom.com

EXHIBIT C

**INTERCONNECTION AND/OR RESALE AGREEMENT UNDER
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF
1996**

between one or more of

**Illinois Bell Telephone Company d/b/a SBC Illinois,
Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana,
Michigan Bell Telephone Company d/b/a SBC Michigan,
Nevada Bell Telephone Company d/b/a SBC Nevada,
The Ohio Bell Telephone Company d/b/a SBC Ohio,
Pacific Bell Telephone Company d/b/a SBC California,
The Southern New England Telephone Company d/b/a SBC
Connecticut,
Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC
Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas,
Wisconsin Bell, Inc. d/b/a SBC Wisconsin**

and

**Neutral Tandem-Arkansas, LLC; Neutral Tandem-Indiana, LLC;
Neutral Tandem-Kansas, LLC; Neutral Tandem-Missouri, LLC;
Neutral Tandem-Nevada, LLC; Neutral Tandem-Oklahoma, LLC;
Neutral Tandem-Texas, LLC**

INTERCONNECTION AND/OR RESALE AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Interconnection and/or Resale Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the Agreement), by and between one or more of the SBC Communications Inc. owned ILEC's Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and SBC Texas, and Wisconsin Bell, Inc. d/b/a SBC Wisconsin, (only to the extent that the agent for each such SBC-owned ILEC executes this Agreement for such SBC-owned ILEC and only to the extent that such SBC-owned ILEC provides Telephone Exchange Services as an ILEC in each of the state(s) listed below) and, Neutral Tandem-Arkansas, LLC; Neutral Tandem-Indiana, LLC; Neutral Tandem-Kansas, LLC; Neutral Tandem-Missouri, LLC; Neutral Tandem-Nevada, LLC; Neutral Tandem-Oklahoma, LLC; Neutral Tandem-Texas, LLC ("CLEC"), (a Limited Liability corporation), shall apply to the state(s) of Arkansas, Indiana, Kansas, Missouri, Nevada, Oklahoma, and Texas

WHEREAS, CLEC represents that it is, or intends to become, a provider of Telephone Exchange Service to residential and business End Users offered exclusively over its own Telephone Exchange Service facilities or predominantly over its own Telephone Exchange Service facilities in combination with the use of Lawful unbundled network elements purchased from other entity(ies) and the resale of Telecommunications Services of other carriers.

WHEREAS, the Parties want to Interconnect their networks at mutually agreed upon points of interconnection to provide Telephone Exchange Services and Exchange Access to residential and business End Users over their respective Telephone Exchange Service facilities in the state or states which are subject to this Agreement; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and facilities and provide to each other services as required by the Telecommunications Act of 1996 as specifically set forth herein; and

WHEREAS, for purposes of this Agreement, CLEC intends to operate where one or more of Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and SBC Texas, and Wisconsin Bell, Inc. d/b/a SBC Wisconsin is the incumbent Local Exchange Carrier(s) and CLEC, a competitive Local Exchange Carrier, has or, prior to the provisioning of any Interconnection, access to Lawful unbundled network elements, Telecommunications Services or any other functions, facilities, products or services hereunder, will have been granted authority to provide certain local Telephone Exchange Services in the foregoing ILEC Service areas by the appropriate State Commission(s);

NOW, THEREFORE, the Parties hereby agree as follows:

This Agreement is composed of General Terms and Conditions, which are set forth below, together with certain Appendices, Attachments, Schedules, Exhibits and Addenda which immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

referring Party's tariff(s). However, if either Party provides Referral Announcements for a period longer than the above period(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.

4.9.4 The following applies to SBC OHIO only:

- 4.9.4.1 Referral Announcements shall be provided by a Party to the other Party for the period of time specified in Rule 4901:1-5-12, Ohio Administrative Code and at the rates set forth in the referring Party's tariff(s). However, if either Party provides Referral Announcements for a period longer than the above period(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.
- 4.10 Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party (for example, by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.
- 4.11 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.
- 4.12 This Agreement contains comprehensive OSS terms and conditions; however, CLEC represents and covenants that it will only use OSS furnished pursuant to this Agreement for activities related to Lawful UNEs, resale services or other services covered by this Agreement, for which this Agreement contains explicit terms, conditions and rates.
- 4.13 The Parties acknowledge and agree that they do not intend to include products and services in this Agreement that do not have corresponding rates and charges. Accordingly, if this Agreement is executed and/or approved by the Commission and the Parties later discover that a product or service is included in this Agreement without an associated rate or charge, the Parties agree that they will agree upon a rate or charge to include in this Agreement before the product or service is provided or performed. If the Parties cannot agree, either Party may pursue dispute resolution under the applicable provisions of this Agreement.

5. EFFECTIVE DATE, TERM, AND TERMINATION

- 5.1 In SBC-13STATE, with the exception of SBC OHIO, the Effective Date of this Agreement shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act. In SBC OHIO, based on the PUC-OH, the Agreement is Effective upon filing and is deemed approved by operation of law on the 91st day after filing.
- 5.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on July 18, 2006, provided; however, should CLEC implement (i.e. provided assurance of payment, ordered facilities, and submitted ASRs for trunking) this Agreement within six (6) months of the Effective Date, then this Agreement will automatically renew for one additional year and expire on July 18, 2007 (the "Term"). Absent the receipt by one Party of written notice from the other Party within 180 calendar days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term, this Agreement shall remain in full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 5.3 or 5.4.
- 5.3 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the

SBC-13STATE Agreement
Signatures

THIS AGREEMENT CONTAINS A BINDING
ARBITRATION PROVISION WHICH MAY BE
ENFORCED BY THE PARTIES.

CLEC's STATE-SPECIFIC: OK

FACILITIES-BASED OCN # _____

RESALE OCN # _____

ACNA _____

Neutral Tandem-Arkansas, LLC; Neutral Tandem-
Indiana, LLC; Neutral Tandem-Kansas, LLC; Neutral
Tandem-Missouri, LLC; Neutral Tandem-Nevada,
LLC; Neutral Tandem-Oklahoma, LLC; Neutral
Tandem-Texas, LLC

Signature: David Tatak

Name: DAVID TATAK
(Print or Type)

Title: VP Billing & Revenue
(Print or Type)

Date: 5/16/05

Indiana Bell Telephone Company Incorporated d/b/a SBC
Indiana, Nevada Bell Telephone Company d/b/a SBC
Nevada, and/or Southwestern Bell Telephone, L.P. d/b/a
SBC Arkansas, SBC Kansas, SBC Missouri, SBC
Oklahoma, SBC Texas; by SBC Operations, Inc., its
authorized agent

Signature: Mike Auinbauh

Name: Mike Auinbauh
(Print or Type)

Title: AVP-Local Interconnection Marketing

Date: JUN 02 2005

OKLAHOMA

File with Commission

EXHIBIT D

GTS Service Schedule (Shared)

This **GTS Service Schedule (Shared)** (this “Service Schedule”) is made between **Wiretap Telecom, LLC** (“Customer”) and **Inteliquest, Inc.** (“Carrier”). This Service Schedule is made under the terms of the Master Services Agreement between Customer and Carrier dated [REDACTED] (as amended, the “MSA”).

Under the MSA and this Service Schedule, Customer will receive and Carrier will provide the “Services” as more specifically described in Sections 2 and 3 below. In the event of a conflict between a term in this Service Schedule and a term in the MSA, the term in this Service Schedule will govern with respect to the Services. The definitions in the MSA apply to any term that is not defined in this Service Schedule. This Service Schedule is effective on [REDACTED] (“Effective Date”).

1. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

2. The Services; and Certain Definitions.

2.1 For the purposes of this Service Schedule:

- a. “Host Switch” has the meaning defined in the next paragraph.
- b. “ILEC” means an Incumbent Local Exchange Carrier.
- c. “Inbound Traffic” means Local Traffic, Local Transit Traffic and Switched Access Traffic.
- d. “IXC” means an Inter-exchange Carrier
- e. “Local Traffic” means calls that Carrier receives from the ILEC over its local trunks with the applicable ILEC. “Local Traffic” includes traffic originating from a third party that the ILEC treats as local transit traffic.
- f. “Local Transit Traffic” means calls that Carrier receives over its local transit service trunks from an On-net carrier. “Local Transit Traffic” excludes Local Traffic.
- g. “Off-net carrier” or “Off-net IXC carrier” means a third party carrier to which Carrier is not directly connected.
- h. “On-net carrier” or “On-net IXC carrier” means a third party carrier to which Carrier is directly connected.
- i. “Switched Access Traffic” means InterLATA or IntraLATA toll calls terminating to Customer via Carrier’s FGD tandem.

2.2 Customer will use Carrier’s interconnection trunks to the applicable ILECs by populating Carrier’s switch (the “Host Switch”) as the ‘Actual SW ID’ in the LERG for Customer’s NPA/NXX’s for the purpose of receiving:

- a. Local Traffic originating from an ILEC subscriber; and

b. Local Traffic originating from a non-ILEC subscriber transited by the ILEC via the ILEC's local transit service.

2.3 Customer will receive from Carrier Local Transit Traffic that originates from Carrier's third party provider customers and terminates to Customer via Carrier's tandem.

2.4 Customer will populate Carrier's access tandem as the originating and terminating FGD Tandem for Customer's NPA/NXX's so that Switched Access Traffic will be terminated from IXCs via Carrier's access homing tandem service.

2.5 Notwithstanding any other provision in this Service Schedule to the contrary, if the serving ILEC in any LATA refuses to route traffic in the manner set out in the LERG, then either party may terminate the receipt or provision of the Services in such LATA.

3. Transport Services. Carrier will receive Local Traffic, Local Transit Traffic and Switched Access Traffic calls and transport all such traffic (the "Transport Service") to Customer using the interconnection facilities set out in Section 4.

4. Interconnection. The parties plan to connect using a public IP connection. If the parties subsequently elect to interconnect using a GigE transport facility, Customer will pay Carrier the charges mutually agreed to by the parties in writing for such interconnection. Separate trunk groups will be used for any other service provided by Carrier, such as Carrier's DID service.

5. [REDACTED]

6. [REDACTED]

7. Customer Responsibilities.

7.1 Customer will: (a) (i) enter into and maintain any interconnection agreements or traffic exchange documents required by ILECs serving the local calling area in which the Host Switch is located or (ii) operate in connection with this Service Schedule as an interconnected VoIP provider (as defined by the FCC in 47 C.F.R. § 9.3) to which telephone numbers have been assigned, (b) meet all 911 requirements, including 911 interconnections or waivers, (c) meet any local number portability (LNP/LRN) requirements, (d) obtain a POI CLLI (common language location identifier) code in the serving LATA to home its NPA/NXX's, (e) populate Carrier's end-office switch in the LERG as the 'Actual SW ID' for purposes of receiving Local Traffic and Local Transit Traffic over the ILEC interconnection trunks and populate Carrier's access tandem as the originating and terminating FGD Tandem in the LERG with an effective date that has been agreed to by Carrier, and (f) meet any other responsibility normally associated with operating as a facilities based local service provider in the state in which the Host Switch is located.

7.2 Customer must obtain and maintain LRN for delivery of third party traffic to Customer in the applicable market.

7.3 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

7.4 All third-party Inbound Traffic destined to telephone numbers associated with the Service must be delivered through Inteliquent. No direct peering (bypassing Carrier's tandem) will be allowed.

7.5 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

7.6 In addition to the above, Customer must use Carrier for all outbound minutes, required emergency services (9-1-1) and messaging services (SMS and MMS) for telephone numbers ("TNs") associated with the Service. These services will be provided under separate service schedules/orders.

8. Carrier Responsibilities. If applicable, Carrier will provide Customer with a letter of authorization (LOA) allowing Customer to use Carrier's Host Switch as the Actual Switch in the LERG. Upon the completion of installation and testing of interconnection facilities and implementation of the Services using a Host Switch in a LATA, Carrier will notify Customer, in writing or email, that the Service is available for use.

9. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

10. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

11. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Customer Information

DocuSigned by:

Cody Schilke

Signature

Cody Schilke

Name (Printed)

CEO

Title

11/2/2020

Date

Inteliquent, Inc. acceptance
signature:

DocuSigned by:

Brett Scorsa 11/2/2020

Exhibit 1

Pricing

A. Per Minute Fee

| Regions | Per Minute Rate |
|---------------|-----------------|
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| Other Regions | [REDACTED] |

*Shared GTS service outside of locations where [REDACTED] are the LEC is dependent on customer utilizing an IPES OCN and obtaining FCC Numbering Authorization

B. Interconnection Fees

| Interconnection Type | SIP Session Fee |
|---|-----------------|
| If the parties interconnect using public IP transport | [REDACTED] |

C. Telephone Number Fees

| Associated TNs | Telephone Number Fee |
|--|--------------------------|
| All Customer TNs associated with the Service | [REDACTED] [REDACTED] |

D. Port-Out of Inteliquent Telephone Numbers

| Port-Out of Inteliquent TNs | Port-Out Fee |
|--|---------------------|
| Port-Out of existing Inteliquent TNs to Customer OCN and Port-Out of TNs associated with the Service to any other carrier and remaining under Customer's control | [REDACTED] |

E. Monthly Minimum Usage Fee

Monthly Minimum Account Fee

| Category | Value |
|----------|---------------|
| 1 | High |
| 2 | Medium-High |
| 3 | Medium |
| 4 | Medium-Low |
| 5 | Low |
| 6 | Very Low |
| 7 | Extremely Low |
| 8 | Very Low |
| 9 | Extremely Low |
| 10 | Extremely Low |

