

PUBLIC VERSION



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September 16, 2020

**VIA ECFS & FEDEX**

Marlene H. Dortch  
Office of the Secretary  
Federal Communications Commission  
445 12th Street SW  
Washington, D.C. 20554

**RE: Request for Confidential Treatment of Filing of Skye Telecom, LLC; Application of Skye Telecom, LLC for Authorization to Obtain Numbering Resources, WC Docket No. 20-\_\_**

Dear Ms. Dortch:

Pursuant to Section 52.15(g)(3)(i) of the Commission's Rules, Skye Telecom, LLC ("Skytel"), hereby submits its application requesting authorization to obtain numbering resources.

This filing includes confidential information. As contemplated by the Commission's rules, we are filing the public version electronically and the confidential version via FedEx. Skytel 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 and grant confidential treatment to **Exhibit A**, a document that contains sensitive trade secrets and commercial information that falls within Exemption 4 of the Freedom of Information Act ("FOIA").<sup>1</sup> Skytel is voluntarily providing this information, "of a kind that would customarily not be released to the public"; therefore, this information is "confidential" under FOIA.<sup>2</sup> Moreover, Skytel would suffer substantial competitive harm if this information were disclosed.<sup>3</sup> As such, **Exhibit A** is marked with the header "SUBJECT TO REQUEST FOR CONFIDENTIAL TREATMENT – NOT FOR PUBLIC INSPECTION."

In support of this request and pursuant to Section 0.459(b) of the Commission's rules,<sup>4</sup> Skytel hereby states as follows:

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<sup>1</sup> 5 U.S.C. § 552(b)(4).

<sup>2</sup> *Critical Mass Energy Project v. NRC*, 975 F.2d 871, 879 (D.C. Cir. 1992).

<sup>3</sup> See *Nat'l Parks & Conservation Ass'n v. Morton*, 498 F.2d 765 (D.C. Cir. 1974).

<sup>4</sup> 47 C.F.R. § 0.459(b).

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**TYSONS CORNER**

8200 Greensboro Drive, Suite 820, McLean, VA 22102

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**1. IDENTIFICATION OF THE SPECIFIC INFORMATION FOR WHICH CONFIDENTIAL TREATMENT IS SOUGHT.<sup>5</sup>**

Skytel seeks confidential treatment of *Exhibit A* to the enclosed application.

**2. DESCRIPTION OF CIRCUMSTANCES GIVING RISE TO THE SUBMISSION.<sup>6</sup>**

As proof of Skytel's facilities readiness as required by Section 52.15(b)(3)(i)(D) of the Commission's rules, Skytel is submitting the agreement between it and its carrier partner as *Exhibit A*.

**3. EXPLANATION OF THE DEGREE TO WHICH THE INFORMATION IS COMMERCIAL OR FINANCIAL, OR CONTAINS A TRADE SECRET OR IS PRIVILEGED.<sup>7</sup>**

The information for which Skytel seeks confidential treatment contains sensitive commercial information which would customarily be guarded from competitors.<sup>8</sup> *Exhibit A* describes the agreement between Skytel and its carrier partner and contains proprietary commercial information concerning the operations and pricing of Skytel's carrier partner and Skytel's network, services, and operating costs and expenses.

**4. EXPLANATION OF THE DEGREE TO WHICH THE INFORMATION CONCERNS A SERVICE THAT IS SUBJECT TO COMPETITION.<sup>9</sup>**

*Exhibit A* contains information relating to commercial matters that could be used by competitors to Skytel's disadvantage. Skytel has numerous competitors in the Voice over Internet Protocol ("VoIP") services sector in which it operates. Detailed operations and commercial information of the type provided by Skytel could compromise Skytel's position in this highly competitive industry. Release would therefore result in substantial competitive harm to Skytel.

**5. EXPLANATION OF HOW DISCLOSURE OF THE INFORMATION COULD RESULT IN SUBSTANTIAL COMPETITIVE HARM.<sup>10</sup>**

Competitors could use Skytel's proprietary commercial and operational information to Skytel's detriment as they would gain access to sensitive information about how Skytel

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<sup>5</sup> 47 C.F.R. § 0.459(b)(1).

<sup>6</sup> 47 C.F.R. § 0.459(b)(2).

<sup>7</sup> 47 C.F.R. § 0.459(b)(3).

<sup>8</sup> 47 C.F.R. §§ 0.457(d) and 0.459.

<sup>9</sup> 47 C.F.R. § 0.459(b)(4).

<sup>10</sup> 47 C.F.R. § 0.459(b)(5).



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provides services as well as about Skytel's commercial agreements with others in the market that are not normally disclosed to the public.

**6. IDENTIFICATION OF ANY MEASURES TAKEN BY THE SUBMITTING PARTY TO PREVENT UNAUTHORIZED DISCLOSURE.<sup>11</sup>**

Skytel has not distributed the information in *Exhibit A* to the public.

**7. IDENTIFICATION OF WHETHER THE INFORMATION IS AVAILABLE TO THE PUBLIC AND THE EXTENT OF ANY PREVIOUS DISCLOSURE OF THE INFORMATION TO THIRD PARTIES.<sup>12</sup>**

Skytel has not previously disclosed the information in *Exhibit A* to the public or to third parties.

**8. JUSTIFICATION OF THE PERIOD DURING WHICH THE SUBMITTING PARTY ASSERTS THAT MATERIAL SHOULD NOT BE AVAILABLE FOR PUBLIC DISCLOSURE.<sup>13</sup>**

Skytel requests that *Exhibit A* be treated as confidential for a period of ten years. This period is necessary due to the proprietary nature of the information in *Exhibit A*.

**9. OTHER INFORMATION THAT SKYTEL BELIEVES MAY BE USEFUL IN ASSESSING WHETHER ITS REQUEST FOR CONFIDENTIALITY SHOULD BE GRANTED.<sup>14</sup>**

The information concerns Skytel's proprietary network information, related to current and planned commercial and operational information, and, as such, is commercially sensitive.

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<sup>11</sup> 47 C.F.R. § 0.459(b)(6).

<sup>12</sup> 47 C.F.R. § 0.459(b)(7).

<sup>13</sup> 47 C.F.R. § 0.459(b)(8).

<sup>14</sup> 47 C.F.R. § 0.459(b)(9).



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## PUBLIC VERSION

Any questions you may have regarding this filing should be directed to my attention at (804) 441-8701 or via email to [jbowser@rothjackson.com](mailto:jbowser@rothjackson.com). Thank you for your assistance in this matter.

Sincerely,



Joseph P. Bowser  
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Richmond, Virginia 23230  
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F: (804) 441-8438  
[jbowser@rothjackson.com](mailto:jbowser@rothjackson.com)  
*Counsel to Skytel*



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# PUBLIC VERSION

**Before the  
Federal Communications Commission  
Washington, D.C. 20554**

*In the Matter of*

Skye Telecom, LLC

For Authorization to Obtain Numbering  
Resources Pursuant to Section 52.15(g) of  
The Commission's Rules

)  
)  
)  
)

WC Docket No. 20-\_\_\_\_\_

**APPLICATION OF SKYE TELECOM, LLC  
FOR AUTHORIZATION TO OBTAIN NUMBERING RESOURCES**

Skye Telecom, LLC (“Skytel”), pursuant to Section 52.15(g)(3)(i) of the Commission’s Rules, respectfully requests authorization to obtain numbering resources as described below.

As set forth in the Commission’s *Numbering Order*,<sup>1</sup> an interconnected VoIP provider may obtain numbering resources from the Numbering Administrator upon a showing that it is authorized to provide service in the area for which the numbering resources are requested. Such authorization may be obtained upon an application to the Commission containing the information detailed in Sections 52.15(g)(3)(i)(A)-(F) of the Commission’s Rules. Skytel, an interconnected VoIP provider, hereby requests the Commission grant it that authorization. In support of this application, Skytel provides the following information.

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<sup>1</sup> *Numbering Policies for Modern Communications et al.*, Report and Order, 30 FCC Rcd. 6839 (2015).

# **PUBLIC VERSION**

## **I. INFORMATION REQUIRED BY SECTION 52.15(g)(3)(i)**

### **(A) § 52.15(g)(3)(i)(A)**

**Name:** Skye Telecom, LLC

**Address:** 915 Broadway St #100  
Vancouver, WA 98660

**Telephone:** (360) 600-0000

**Qualified Personnel:** Christopher Bardos, CEO

### **Contact for Regulatory Requirements, Compliance, 911, and Law Enforcement:**

**Name:** Christopher Bardos, CEO

**Address:** 915 Broadway St #100  
Vancouver, WA 98660

**Telephone:** (360) 600-0000

**Email:** chris@skyetel.com

### **(B) § 52.15(g)(3)(i)(B)**

Skytel hereby acknowledges that authorization to obtain numbering resources under Section 52.15(g) of the Commission's Rules is subject to compliance with applicable Commission numbering rules as well as to the numbering authority delegated to the states.

Skytel hereby also acknowledges that this authorization is subject to compliance with industry guidelines and practices regarding numbering, as applicable to telecommunications carriers.

### **(C) § 52.15(g)(3)(i)(C)**

Skytel hereby acknowledges that it must file requests for numbers with the relevant state commission(s) at least 30 days before requesting numbers from the Numbering Administrators.

## PUBLIC VERSION

**(D) § 52.15(g)(3)(i)(D)**

Skytel hereby sets forth its capability to provide service within 60 days of the numbering resources activation date.

Skytel provides VoIP services in Washington, Oregon, California, New York, Texas, Hawaii, and Florida through its own facilities and those of its CLEC partners with which it has arrangements in place for routing traffic to and from the PSTN. Under its current agreements and established procedures, Skytel will be able to place nearly all numbers into service within a short timeframe, and all numbers will be placed into service within 60 days of activation. As further proof of its facilities readiness, Skytel has attached to this application, as *Exhibit A*, a confidential agreement between Skytel and one of its carrier partners providing that the carrier partner will provide switching and transport services for traffic associated with Skytel's numbers and, in that connection, provide connectivity to the PSTN for inbound calls to and outbound calls from Skytel numbers. (Skytel has requested confidential treatment under the Commission's rules for *Exhibit A*.) Also attached, as *Exhibit B*, is evidence of interconnection agreements between Skytel's carrier partner and incumbent local exchange carriers in Washington, Oregon, California, New York, Texas, Hawaii, and Florida.

**(E) § 52.15(g)(3)(i)(E)**

Skytel hereby certifies that it complies with its Universal Service Fund contribution obligations under 47 CFR part 54, subpart H; its Telecommunications Relay Service contribution obligations under 47 CFR § 64.604(c)(5)(iii); its North American Numbering Plan and Local Number Portability Administration contribution obligations under 47 CFR §§ 52.17 and 52.32; its obligations to pay regulatory fees under 47 CFR § 1.1154; and its 911 obligations under 47 CFR part 9.

## PUBLIC VERSION

**(F) § 52.15(g)(3)(i)(F)**

Skytel hereby certifies that it has the financial, managerial, and technical expertise to provide reliable service. It is financially stable, led by a strong, experienced management team with substantial managerial experience in the telecommunications industry, and has sufficient technical expertise and infrastructure in place to provide reliable numbering and related VoIP services.

Skytel has the superior technical qualifications necessary to provide and maintain successful operations within its service area. Skytel has the capabilities to efficiently port and place numbers into service and successfully route calls. Additionally, Skytel's management team's lengthy experience with number porting enables it, along with its carrier partners, to create routing arrangements that seamlessly deliver calls to numbers directly assigned to Skytel.

Furthermore, Skytel's personnel have extensive business and network-management experience in telecommunications-related businesses and in serving its targeted customer segment, including telecommunications carriers, IP service providers, enterprises and business customers of IP, communications, and information services. These individuals lead a team that is highly qualified to manage the operations of Skytel throughout its service area. Skytel's key management and technical personnel are listed below. None of the identified personnel is being or has been investigated by the Commission or any law enforcement or regulatory agency for failure to comply with any law, rule, or order.

**Key Personnel:** The names, titles, and biographies of Skytel's leadership and network management team are reflected in **Exhibit C** hereto.

# PUBLIC VERSION

## (G) § 52.15(g)(3)(i)(G)

Skytel hereby certifies that no party to this application is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862.

## II. ACKNOWLEDGEMENT OF CONDITIONS IN SECTION 52.15(g)(3)(iv)

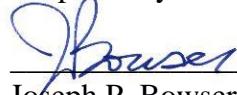
As required by Section 52.15(g)(3)(iv), Skytel will maintain the accuracy of all contact information and certifications in this application, and will file a correction with the Commission and each applicable state within 30 days of any changes. Skytel will also furnish accurate regulatory and numbering contact information to each state commission when requesting numbers in that state.

## III. CONCLUSION

Pursuant to Section 52.15(g)(3)(i) of the Commission's Rules, Skytel respectfully requests the Commission grant this application for authorization to obtain numbering resources.

Dated: September 16, 2020

Respectfully submitted,

  
Joseph P. Bowser  
ROTH JACKSON  
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Richmond, Virginia 23230  
Phone: 804-441-8701  
Fax: 804-441-8438  
[jbowser@rothjackson.com](mailto:jbowser@rothjackson.com)

*Counsel to Skye Telecom, LLC*

**PUBLIC VERSION**

**EXHIBIT A**  
**NUMBERING AUTHORIZATION APPLICATION OF SKYE TELECOM, LLC**

**PSTN-TERMINATION AGREEMENT SERVICE SCHEDULE BETWEEN  
SKYE TELECOM, LLC AND CARRIER PARTNER**

**SUBJECT TO REQUEST FOR CONFIDENTIAL TREATMENT –**  
**NOT FOR PUBLIC INSPECTION**

**PUBLIC VERSION**

**EXHIBIT B**  
**NUMBERING AUTHORIZATION APPLICATION OF SKYE TELECOM, LLC**

**CARRIER PARTNER-ILEC INTERCONNECTION AGREEMENTS IN**  
**WA, OR, CA, NY, TX, HI, AND FL**

**PUBLIC VERSION**

**INTERCONNECTION AGREEMENT**

**TERMS AND CONDITIONS FOR INTERCONNECTION,  
UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES,  
AND RESALE OF TELECOMMUNICATIONS SERVICES**

**BETWEEN**

**Qwest Corporation**

**AND**

**Neutral Tandem, Inc.**

**For the State of Washington**

**April 21, 2010**

**Agreement Number  
CDS-100422-0002**

**Section 1.0 - GENERAL TERMS**

1.1 This Agreement for Interconnection, Unbundled Network Elements, ancillary services, and resale of Telecommunications Services is between Neutral Tandem, Inc. (CLEC), a Delaware corporation with offices at 1 South Wacker Drive, Suite 200, Chicago, Illinois 60606 and Qwest Corporation (Qwest), a Colorado corporation with offices at 1801 California Street, Denver, Colorado 80202, pursuant to Section 252(f) of the Telecommunications Act of 1996, for purposes of fulfilling Qwest's obligations under Sections 222, 251(a), (b), and (c), 252, and other relevant provisions of the Act and the rules and regulations promulgated there under.

1.2 Intentionally Left Blank.

1.3 This Agreement sets forth the terms, conditions and pricing under which Qwest will provide to CLEC network Interconnection, access to Unbundled Network Elements, ancillary services, and Telecommunications Services available for resale within the geographical areas in which Qwest is providing local Exchange Service at that time, and for which Qwest is the incumbent Local Exchange Carrier within the State of Washington, for purposes of providing local Telecommunications Services.

1.4 Intentionally Left Blank.

1.5 Intentionally Left Blank.

1.6 Intentionally Left Blank.

1.7 Intentionally Left Blank.

1.8 With respect to the terms and provisions of this Agreement, Qwest has negotiated the Agreement in its entirety, and the inclusion of any particular provision, or rate, term and condition, is not evidence of the reasonableness thereof when considered apart from all other provisions of the Agreement.

# PUBLIC VERSION

## Section 5 Terms and Conditions

5.1.3.4 It is the responsibility of either Party to inform its End User Customers of service impacting impairment that may result in discontinuance of service as soon as the Party receives notice of same.

5.1.4 Each Party is solely responsible for the services it provides to its End User Customers and to other Telecommunications Carriers. This provision is not intended to limit the liability of either Party for its failure to perform under this Agreement.

5.1.5 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

5.1.6 Nothing in this Agreement shall prevent either Party from seeking to recover the costs and expenses, if any, it may incur in (a) complying with and implementing its obligations under this Agreement, the Act, and the rules, regulations and orders of the FCC and the Commission, and (b) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement. Notwithstanding the foregoing, Qwest shall not assess any charges against CLEC for services, facilities, Unbundled Network Elements, ancillary services and other related work or services covered by this Agreement, unless the charges are expressly provided for in this Agreement. All services and capabilities currently provided hereunder (including resold Telecommunications Services, Unbundled Network Elements, UNE Combinations and ancillary services) and all new and additional services or Unbundled Network Elements to be provided hereunder, shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and orders of the Commission.

## 5.2 Term of Agreement

5.2.1 This Agreement shall become effective on the date of Commission Approval. This Agreement shall be binding upon the Parties for a term of three (3) years and shall expire on July 21, 2013.

5.2.2 Upon expiration of the term of this Agreement, this Agreement shall continue in full force and effect until superseded by a successor agreement in accordance with this Section 5.2.2. Any Party may request negotiation of a successor agreement by written notice to the other Party no earlier than one hundred sixty (160) Days prior to the expiration of the term, or the Agreement shall renew on a month to month basis. The date of this notice will be the starting point for the negotiation window under Section 252 of the Act. This Agreement will terminate on the date a successor agreement is approved by the Commission. However, nothing relieves CLEC from fulfilling the obligations incurred under the prior Agreement.

## 5.3 Proof of Authorization

5.3.1 Each Party shall be responsible for obtaining and maintaining Proof of Authorization (POA) as required by applicable federal and state law, as amended from time to time.

5.3.2 The Parties shall make POAs available to each other upon request in the event of an allegation of an unauthorized change in accordance with all Applicable Laws and rules and shall be subject to any penalties contained therein.

# PUBLIC VERSION

Section 22  
Signature Page

## Section 22.0 - SIGNATURE PAGE

By signing below, and in consideration of the mutual promises set forth herein, and other good and valuable consideration, the Parties agree to abide by the terms and conditions set forth in this Interconnection Agreement.

Neutral Tandem, Inc.

David Tatak

Signature

David Tatak

Name Printed/Typed

VP – Billing & Revenue Service

Title

4/30/10

Date

Qwest Corporation

L.T. Christensen

Signature

L.T. Christensen

Name Printed/Typed

Director – Wholesale Contracts

Title

5/13/10

Date

**PUBLIC VERSION**

**INTERCONNECTION AGREEMENT**

**TERMS AND CONDITIONS FOR INTERCONNECTION,  
UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES,  
AND RESALE OF TELECOMMUNICATIONS SERVICES**

**BETWEEN**

**Qwest Corporation**

**and**

**Neutral Tandem, Inc.**

**For the State of Oregon**

**April 14, 2010**

**Agreement Number  
CDS-100414-0001**

**Section 1.0 - GENERAL TERMS**

1.1 This Agreement for Interconnection, Unbundled Network Elements, ancillary services, and resale of Telecommunications Services is between Neutral Tandem, Inc. (CLEC), a Delaware corporation with offices at 1 South Wacker Drive, Suite 200, Chicago, Illinois 60606 and Qwest Corporation (Qwest), a Colorado corporation with offices at 1801 California Street, Denver, Colorado 80202, pursuant to Section 252(f) of the Telecommunications Act of 1996, for purposes of fulfilling Qwest's obligations under Sections 222, 251(a), (b), and (c), 252, and other relevant provisions of the Act and the rules and regulations promulgated there under.

1.2 Intentionally Left Blank.

1.3 This Agreement sets forth the terms, conditions and pricing under which Qwest will provide to CLEC network Interconnection, access to Unbundled Network Elements, ancillary services, and Telecommunications Services available for resale within the geographical areas in which Qwest is providing local Exchange Service at that time, and for which Qwest is the incumbent Local Exchange Carrier **within the state of Oregon**, for purposes of providing local Telecommunications Services.

1.4 Intentionally Left Blank.

1.5 Intentionally Left Blank.

1.6 Intentionally Left Blank.

1.7 Intentionally Left Blank

1.8 With respect to the terms and provisions of this Agreement, Qwest has negotiated the Agreement in its entirety, and the inclusion of any particular provision, or rate, term and condition, is not evidence of the reasonableness thereof when considered apart from all other provisions of the Agreement.

5.1.3.4 It is the responsibility of either Party to inform its End User Customers of service impacting impairment that may result in discontinuance of service as soon as the Party receives notice of same.

5.1.4 Each Party is solely responsible for the services it provides to its End User Customers and to other Telecommunications Carriers. This provision is not intended to limit the liability of either Party for its failure to perform under this Agreement.

5.1.5 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

5.1.6 Nothing in this Agreement shall prevent either Party from seeking to recover the costs and expenses, if any, it may incur in (a) complying with and implementing its obligations under this Agreement, the Act, and the rules, regulations and orders of the FCC and the Commission, and (b) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement. Notwithstanding the foregoing, Qwest shall not assess any charges against CLEC for services, facilities, Unbundled Network Elements, ancillary services and other related work or services covered by this Agreement, unless the charges are expressly provided for in this Agreement. All services and capabilities currently provided hereunder (including resold Telecommunications Services, Unbundled Network Elements, UNE Combinations and ancillary services) and all new and additional services or Unbundled Network Elements to be provided hereunder, shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and orders of the Commission.

## 5.2 Term of Agreement

5.2.1 This Agreement shall become effective on the date of Commission Approval. This Agreement shall be binding upon the Parties for a term of three (3) years and shall expire on July 14, 2013.

5.2.2 Upon expiration of the term of this Agreement, this Agreement shall continue in full force and effect until superseded by a successor agreement in accordance with this Section 5.2.2. Any Party may request negotiation of a successor agreement by written notice to the other Party no earlier than one hundred sixty (160) Days prior to the expiration of the term, or the Agreement shall renew on a month to month basis. The date of this notice will be the starting point for the negotiation window under Section 252 of the Act. This Agreement will terminate on the date a successor agreement is approved by the Commission. However, nothing relieves CLEC from fulfilling the obligations incurred under the prior Agreement.

## 5.3 Proof of Authorization

5.3.1 Each Party shall be responsible for obtaining and maintaining Proof of Authorization (POA) as required by applicable federal and state law, as amended from time to time.

5.3.2 The Parties shall make POAs available to each other upon request in the event of an allegation of an unauthorized change in accordance with all Applicable Laws and rules and shall be subject to any penalties contained therein.

# PUBLIC VERSION

Section 22  
Signature Page

## Section 22.0 - SIGNATURE PAGE

By signing below, and in consideration of the mutual promises set forth herein, and other good and valuable consideration, the Parties agree to abide by the terms and conditions set forth in this Interconnection Agreement.

**Neutral Tandem, Inc.**



Signature

David Tatak

Name Printed/Typed

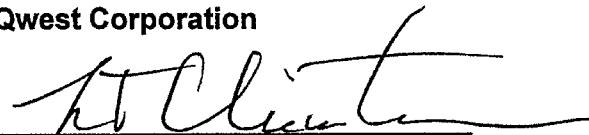
VP – Billing & Revenue Service

Title

4/15/10

Date

**Qwest Corporation**



Signature

L.T. Christensen

Name Printed/Typed

Director – Wholesale Contracts

Title

4/23/10

Date

**PUBLIC VERSION**

**AMENDED, EXTENDED AND RESTATED AGREEMENT FOR  
LOCAL INTERCONNECTION**

**by and between**

**ONVOY, LLC**

**and**

**FRONTIER COMMUNICATIONS OF THE SOUTHWEST INC.**

**FOR THE STATE OF**

**CALIFORNIA**

# PUBLIC VERSION

## AMENDED, EXTENDED AND RESTATED AGREEMENT

### PREFACE

This Amended, Extended and Restated Agreement (“Agreement”) shall be deemed effective upon Commission approval pursuant to Section 252 of the Act (the “Effective Date”), between Onvoy, LLC (“Onvoy”), a limited liability company organized under the laws of the State of Minnesota, with offices at 10300 6th Avenue North, Plymouth, MN 55441 and Frontier Communications of the Southwest Inc., a corporation organized under the laws of the State of Delaware (“Frontier”) with offices at 401 Merritt 7, Norwalk, CT 06851, (Frontier and Onvoy may be referred to hereinafter, each, individually as a “Party”, and, collectively, as the “Parties”).

### GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, pursuant to Section 252 of the Act, Frontier and Onvoy hereby agree as follows:

#### 1. The Agreement

- 1.1 This Agreement includes: (a) the Principal Document; (b) the Tariffs of each Party applicable to the Services that are offered for sale by it in the Principal Document (which Tariffs are incorporated into and made a part of this Agreement by reference); and, (c) an Order by a Party that has been accepted by the other Party.
- 1.2 Except as otherwise expressly provided in the Principal Document (including, but not limited to, the Pricing Attachment), conflicts among provisions in the Principal Document, Tariffs, and an Order by a Party that has been accepted by the other Party, shall be resolved in accordance with the following order of precedence, where the document identified in subsection “(a)” shall have the highest precedence: (a) the Principal Document; (b) the Tariffs; and, (c) an Order by a Party that has been accepted by the other Party. The fact that a provision appears in the Principal Document but not in a Tariff, or in a Tariff but not in the Principal Document, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 1.2.
- 1.3 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof, provided, however, notwithstanding any other provision of this Agreement or otherwise, this Agreement is an amendment, extension and restatement of the Parties’ prior interconnection and resale agreement(s), if any, and, as such, this Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to any prior interconnection or resale agreements and, accordingly, all monetary obligations of the Parties to one another under any prior interconnection or resale agreements shall remain in full force and effect and shall constitute monetary obligations of the Parties under this Agreement (provided, however, that nothing contained in this Agreement shall convert any claim or debt that would otherwise constitute a prepetition claim or debt in a bankruptcy case into a postpetition claim or debt). In connection with the foregoing, Frontier expressly reserves all of its rights under the Bankruptcy Code and Applicable Law to seek or oppose any relief in respect of the assumption, assumption and assignment, or rejection of any interconnection or resale agreements between Frontier and Onvoy.

# **PUBLIC VERSION**

- 1.4 Except as otherwise provided in the Principal Document, the Principal Document may not be waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, a Party shall have the right to add, modify, or withdraw, its Tariff(s) at any time, without the consent of, or notice to, the other Party.

## **2. Term and Termination**

- 2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until April 14, 2020 (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.
- 2.2 Either Onvoy or Frontier may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.
- 2.3 If either Onvoy or Frontier provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either Onvoy or Frontier has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 12), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between Onvoy and Frontier; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 If either Onvoy or Frontier provides notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither Onvoy nor Frontier has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff or Statement of Generally Available Terms (SGAT).

## **3. Glossary and Attachments**

The Glossary and the following Attachments are a part of this Agreement:

- Additional Services Attachment
- Interconnection Attachment
- Traffic Exchange Attachment
- Resale Attachment
- Network Elements Attachment
- Collocation Attachment
- 9-1-1 Attachment
- Pricing Attachment

## **4. Applicable Law**

# PUBLIC VERSION

DocuSign Envelope ID: 4F7A7076-AFF7-4013-BBF2-763CE68B31BD

## SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

ONVOY, LLC

FRONTIER COMMUNICATIONS OF THE SOUTHWEST INC.

By: \_\_\_\_\_

DocuSigned by:

*Kyle V. Bertrand*

B1691B160EA9420...

Printed: Kyle V. Bertrand

By: \_\_\_\_\_

*Michael Daniel*

Printed: Michael Daniel

Title: VP Procurement MGMT and Ntwk Opt.

Title: SVP, Carrier Services

Date: 3/14/2018

Date: 3-20-18

**AMENDMENT**

**BETWEEN**

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA,  
AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA,  
AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA  
AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A  
AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY  
INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE  
COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE  
COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO  
BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL  
TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN  
BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T  
KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS,  
WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

**AND**



**NEUTRAL TANDEM-ALABAMA, LLC; NEUTRAL TANDEM-LOUISIANA, LLC; NEUTRAL TANDEM-MISSISSIPPI, LLC; NEUTRAL TANDEM-NORTH CAROLINA, LLC; NEUTRAL TANDEM-SOUTH CAROLINA, LLC; NEUTRAL TANDEM-TENNESSEE, LLC; NEUTRAL TANDEM-FLORIDA, LLC; NEUTRAL TANDEM-GEORGIA, LLC; NEUTRAL TANDEM-KENTUCKY, LLC; NEUTRAL TANDEM-ILLINOIS, LLC; NEUTRAL TANDEM-ARKANSAS, LLC; NEUTRAL TANDEM-KANSAS, LLC; NEUTRAL TANDEM-OKLAHOMA, LLC; NEUTRAL TANDEM-INDIANA, LLC; NEUTRAL TANDEM-MISSOURI, LLC; NEUTRAL TANDEM-NEVADA, LLC; NEUTRAL TANDEM-MICHIGAN, LLC; NEUTRAL TANDEM-CALIFORNIA, LLC; NEUTRAL TANDEM-TEXAS, LLC**

# PUBLIC VERSION

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Contract Id: 4924919

Signature Page/AT&T-21STATE

Page 3 of 4

NEUTRAL TANDEM

Version: 4Q15 – 10/20/15

Signature: eSigned - John Schoder

Signature: eSigned - William A. Bockelman

Name: eSigned - John Schoder  
(Print or Type)

Name: eSigned - William A. Bockelman  
(Print or Type)

Title: CMO  
(Print or Type)

Title: Director  
(Print or Type)

Date: 22 Oct 2016

Date: 25 Oct 2016

Neutral Tandem-Alabama, LLC; Neutral Tandem-Louisiana, LLC; Neutral Tandem-Mississippi, LLC; Neutral Tandem-North Carolina, LLC; Neutral Tandem-South Carolina, LLC; Neutral Tandem-Tennessee, LLC; Neutral Tandem-Florida, LLC; Neutral Tandem-Georgia, LLC; Neutral Tandem-Kentucky, LLC; Neutral Tandem-Illinois, LLC; Neutral Tandem-Arkansas, LLC; Neutral Tandem-Kansas, LLC; Neutral Tandem-Oklahoma, LLC; Neutral Tandem-Indiana, LLC; Neutral Tandem-Missouri, LLC; Neutral Tandem-Nevada, LLC; Neutral Tandem-Michigan, LLC; Neutral Tandem-California, LLC; Neutral Tandem-Texas, LLC

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	CLEC OCN
ALABAMA	604E
ARKANSAS	348F
CALIFORNIA	649C
FLORIDA	937C
GEORGIA	067D
ILLINOIS	505B
INDIANA	097D
KANSAS	205F
KENTUCKY	896E
LOUISIANA	749E
MICHIGAN	543C
MISSISSIPPI	719E
MISSOURI	093F
NEVADA	029F

# PUBLIC VERSION

Contract Id: 4924919

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NORTH CAROLINA	638E
OHIO	464C
OKLAHOMA	409F
SOUTH CAROLINA	548E
TENNESSEE	525E
TEXAS	903C
WISCONSIN	225C

Description	ACNA Code(s)
ACNA(s)	OWS

# PUBLIC VERSION

AMENDMENT – RECIPROCAL COMPENSATION/PACIFIC BELL TELEPHONE COMPANY D/B/A SBC CALIFORNIA

PAGE 1 OF 3

SBC CALIFORNIA/NEUTRAL TANDEM – CALIFORNIA, LLC

061004

## AMENDMENT TO INTERCONNECTION AGREEMENT BY AND BETWEEN PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA AND NEUTRAL TANDEM – CALIFORNIA, LLC

WHEREAS, Neutral Tandem – California, LLC (“CLEC”) filed an advice letter seeking to adopt the provisions of the Interconnection Agreement between Pacific Bell Telephone Company d/b/a SBC California<sup>1</sup> (“SBC California”) and MCImetro Access Transmission Services, LLC (“MCIm”);

WHEREAS, CLEC and SBC California agreed to exempt from the adoption request the rates, terms and conditions set forth in Attachment Reciprocal Compensation and the Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms to such Agreement;

WHEREAS, SBC California and CLEC are hereby filing this amendment (“Amendment”) to incorporate rates, terms and conditions relating to intercarrier compensation and provide terms and conditions for alternately billed services into the Parties’ Interconnection Agreement; and

WHEREAS, pursuant to Resolution ALJ-181, this filing will become effective, absent rejection of the advice letter by the California Public Utilities Commission (“Commission”), thirty (30) days after the filing date of the advice letter to which this Amendment is appended (“Effective Date”).

NOW THEREFORE, the Parties agree as follows:

- I. The Agreement is amended to add the Negotiated Appendix Intercarrier Compensation (After FCC Order No. 01-131 Agreeing to Exchange All ISP-Bound and Section 251(b)(5) Traffic at the FCC Rates in Certain States, Where Applicable) to such Agreement, which is attached hereto and incorporated herein by this reference.
- II. The Agreement is amended to add the Appendix Pricing - All Traffic to such Agreement, which is attached hereto and incorporated herein by this reference.
- III. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.
- IV. In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: the United States Supreme Court’s opinion in Verizon v. FCC, et al, 535 U.S. 467 (2002); the D.C. Circuit’s decision in United States Telecom Association, et. al (“USTA”) v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, the D.C. Circuit’s March 2, 2004 decision in

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<sup>1</sup> Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as SBC California.

# PUBLIC VERSION

AMENDMENT – RECIPROCAL COMPENSATION/PACIFIC BELL TELEPHONE COMPANY D/B/A SBC CALIFORNIA

PAGE 2 OF 3

SBC CALIFORNIA/NEUTRAL TANDEM – CALIFORNIA, LLC

061004

USTA v. FCC, Case No. 00-1012 (D.C. Cir. 2004); the FCC's Triennial Review Order, released on August 21, 2003, In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147 (FCC 03-36) and the FCC's Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally, issued In the Matter of Developing a Unified Intercarrier Compensation Regime, in CC Docket 01-92 (Order No. 01-132), on April 27, 2001 (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), SBC California shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). The Parties acknowledge and agree that SBC California has exercised its option to adopt the FCC ISP terminating compensation plan ("FCC Plan") in California and as of the date of that election by SBC California, the FCC Plan shall apply to this Agreement, as more specifically provided for in this Amendment. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

- V. This Amendment is effective only for the term of the Agreement.
- VI. This Amendment shall be filed with and subject to approval by the Commission.

# PUBLIC VERSION

AMENDMENT -- RECIPROCAL COMPENSATION/PACIFIC BELL TELEPHONE COMPANY D/B/A SBC CALIFORNIA

PAGE 3 OF 3

SBC CALIFORNIA/NEUTRAL TANDEM – CALIFORNIA, LLC

061004

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

**Neutral Tandem – California, LLC**

By:



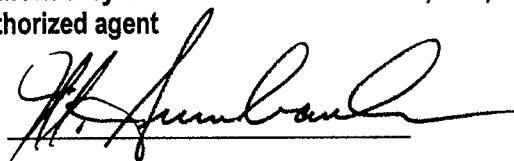
Print Name: John Burnside

Title: PRESIDENT

Date Signed: 6/11/04

**Pacific Bell Telephone Company d/b/a SBC California by SBC Telecommunications, Inc., its authorized agent**

By:



Print Name: Mike Aulinbauh

Title: For/President - Industry Markets

Date Signed: JUN 29 2004

**PUBLIC VERSION**

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

**by and between**

**PACIFIC BELL**

**and**

**MCIMETRO ACCESS TRANSMISSION  
SERVICES LLC**

# PUBLIC VERSION

GENERAL TERMS AND CONDITIONS

PAGE 18 OF 51

PACIFIC/MCIm

- 21.9 PACIFIC participates at OBF to develop standardized methods and shall implement ordering and billing formats/processes consistent with industry guidelines as capabilities are deployed. Where such industry guidelines are not available or PACIFIC decides not to fully utilize industry guidelines, the Parties agree to comply with the applicable provisions of the change management process.
- 21.10 For the purposes of establishing provisioning and billing service to MCIm, MCIm is required to provide to PACIFIC its PACIFIC-authorized and nationally recognized OCN for facilities-based business (interconnection and/or Unbundled Network Elements) in areas of California served by PACIFIC. The MCIm name associated with specific OCN must be consistent in areas of California served by PACIFIC.
- 21.11 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act.

## 22. TERM AND TERMINATION

- \*22.1 This Agreement will remain in effect for a term of three (3) years after the Effective Date and, unless terminated pursuant to Section 22.2 below, shall continue in full force and effect until a successor agreement is reached by the Parties in accordance with the requirements set forth in Section 22.4 below.
- 22.2 Either Party may terminate this Agreement in the event that the other Party fails to perform a material obligation or materially breaches a material term of this Agreement and such failure or breach materially disrupts the operation of either Party's network and/or materially interferes with either Party's Customer service and fails to cure such material nonperformance or material breach within forty-five (45) days after written notice thereof.
- 22.3 Upon termination of this Agreement in accordance with this Section 22:
  - (a) each Party shall continue to comply with its obligations under Section 29.6 (Confidentiality),
  - (b) each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement, and
  - (c) each Party's indemnification obligations shall survive.
- 22.4 If, upon termination of this Agreement other than pursuant to Section 22.2, the Parties are negotiating a successor agreement, during such period each Party shall

\*represents a Non-Voluntary Arrangement.

# **PUBLIC VERSION**

GENERAL TERMS AND CONDITIONS

PAGE 19 OF 51

PACIFIC/MCIm

continue to perform its obligations and provide the services described herein that are to be included in the successor agreement until such time as a successor agreement becomes effective; provided, however, that if the Parties are unable to reach agreement prior to the termination of this Agreement, either Party has the right to submit this matter to the Commission for resolution. Until a successor agreement is reached or the Commission resolves the matter, whichever is sooner, the terms, conditions, rates and charges stated herein will continue to apply, subject to a true-up based on the Commission action or the new agreement, if any.

- 22.5 Except as and to the extent set forth in this Agreement, no remedy set forth in this Agreement is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under applicable law or otherwise.

## **23. DISCLAIMER OF REPRESENTATOINS AND WARRANTIES**

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT, AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NEITHER PACIFIC NOR MCIm ASSUMES RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

## **24. CHANGES IN CUSTOMER LOCAL EXCHANGE SERVICE PROVIDER SELECTION**

Each Party will abide by applicable state or federal laws and regulations in obtaining Customer authorization prior to changing Customer's local service provider to itself and in assuming responsibility for any applicable charges as specified in Section 258(b) of the Telecommunications Act of 1996. The Parties shall make any required authorization available to each other upon reasonable request and at no charge. Only an Customer can initiate a challenge to a change in its local exchange service provider. If an Customer notifies PACIFIC or MCIm that the Customer requests local exchange service, the Party receiving such request shall be free to immediately provide service to such Customer. When an Customer changes or withdraws authorization, the serving Party shall release customer-specific facilities in accordance with the Customer's direction or that of the Customer's authorized agent. Further, when an Customer abandons the premise, PACIFIC is free to reclaim the resold and unbundled network element facilities from MCIm for use by another customer and is free to issue service orders required to reclaim such facilities.

## **25. SEVERABILITY**

\*represents a Non-Voluntary Arrangement.

# **PUBLIC VERSION**

Agreement Number: 06-Neutral Tandem-FTR-001

## **AGREEMENT FOR LOCAL INTERCONNECTION**

**between**

**Frontier Telephone of Rochester, Inc.**

**and**

**Neutral Tandem-New York, LLC.**

**Dated: June 15, 2006**

EFFECTIVE / APPROVED  
10/26/06

PKJ

# PUBLIC VERSION

Agreement Number: 06-Neutral Tandem-FTR-001

## AGREEMENT FOR LOCAL INTERCONNECTION

This Agreement For Local Interconnection ("Agreement") made this 15<sup>th</sup> day of June, 2006, is by and between Frontier Telephone of Rochester, Inc., having its principal place of business at 180 South Clinton Avenue, Rochester, New York 14646 ("Frontier") and Neutral Tandem-New York, LLC., a Delaware Limited Liability Company, having its principal place of business at 1 South Wacker, Suite 200, Chicago, IL 60606 ("Carrier"). Frontier and Carrier may also be referred to herein singularly as a "Party" or collectively as "the Parties".

### SECTION 1. RECITALS AND PRINCIPLES

Frontier is a telecommunications company authorized to provide telecommunications services in the State of New York; and

Carrier is a telecommunications company authorized by the Commission to provide local exchange telecommunications services in the State of New York; and

The Parties have in good faith negotiated, and agreed on local Interconnection terms and conditions as set forth below; and

In consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Carrier and Frontier hereby covenant and agree as follows:

### SECTION 2. GENERAL DEFINITIONS

Except as otherwise specified herein, the following definitions will apply to all sections contained in this Agreement. Additional definitions that are specific to the matters covered in a particular section may appear in that section.

2.1. Access Services is a service that connects interexchange carriers to their End Users located within a local access and transport area (LATA). Access service is used in originating and terminating intraLATA/interLATA toll telecommunications.

2.2. Access Service Request (ASR) means the industry standard forms and supporting documentation used for ordering Access Services. The ASR will be used to identify the specific trunking and facilities request for Interconnection.

2.3. Act means the Telecommunications Act of 1934, as amended from time to time.

2.4. Automatic Number Identification (ANI) refers to the number transmitted through the network identifying the calling party.

2.5. CLLI Codes means Common Language Location Identifier Codes

2.6. Commission means the governing state regulatory commission, board or authority (PSC, PUC, etc.).

2.7. Competitive Local Exchange Carrier (CLEC) means a telephone company certified by the Commission, for Frontier's franchised area, to provide local exchange service within Frontier's franchised area, and which has a Local Exchange Carrier Tariff approved by the Commission.

2.8. DS1 is a digital signal rate of 1.544 Megabits per second ("Mbps").

# PUBLIC VERSION

Agreement Number: 06-Neutral Tandem-FTR-001

- 9.1 Fire, explosion, flood, earthquake, hurricane, cyclone, tornado, storm, epidemic, breakdown of plant or power failure;
- 9.2 War, revolution, civil commotion, acts of public enemies, terrorism, blockade or embargo;
- 9.3 Any law, order, proclamation, regulation, ordinance, demand or requirement of any government or any subdivision, authority, or representative of any such government;
- 9.4 Labor difficulties, such as strikes, picketing or boycotts;
- 9.5 Delays caused by other service or equipment vendors;
- 9.6 Any other circumstance beyond the reasonable control of the Party affected;

then the Party affected, upon giving notice to the other Party, will be excused from such performance on a day-for-day basis to the extent of such prevention, restriction, or interference (and the other Party will likewise be excused from performance of its obligations on a performance so prevented, restricted or interfered with); provided that the Party so affected will use reasonable efforts to avoid or remove such causes of nonperformance and both Parties will proceed to perform with dispatch whenever such causes are removed or cease.

## **SECTION 10. REGULATORY APPROVALS**

10.1 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act. In the event any governmental authority or agency of competent jurisdiction rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

10.2 In the event the FCC or the Commission promulgates rules or regulations, rates or issues orders, or a court with appropriate jurisdiction issues orders, which make unlawful or changes the intent of any provision of this Agreement, the Parties shall negotiate promptly and in good faith in order to amend the Agreement to substitute contract provisions which are consistent with such rules, regulations or orders. In the event the Parties cannot agree on an amendment within thirty (30) days from the date any such rules, regulations or orders become effective, then the Parties shall resolve their dispute under the applicable procedures set forth in the Dispute Resolution Section of this Agreement.

10.3 The Parties acknowledge that terms of this Agreement were established pursuant to FCC and Commission orders. Nothing in this Agreement shall be deemed an admission by the Parties regarding the interpretation or effect of these rules or orders or an admission by either party that the existing rules or order shall not be changed, vacated dismissed or modified.

10.4 The Parties jointly agree to cooperate in the filing of this Interconnection Agreement and share equally the expenses associated with obtaining Commission approval.

## **SECTION 11. ENTIRE AGREEMENT**

This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party will be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

## **SECTION 12. TERM OF AGREEMENT**

# PUBLIC VERSION

Agreement Number: 06-Neutral Tandem-FTR-001

12.1 This Agreement will become effective upon the first business day following the date this Agreement has been approved by the Commission and will continue for a period of one (1) year unless terminated earlier under the conditions set forth herein. This Agreement will be automatically renewed for successive periods of six (6) months after the initial term unless either Party provides the other Party with no less than ninety (90) day's prior, written notification of, in the case of Frontier, its intent to terminate this Agreement, or, in the case of either Party, its desire to renegotiate at the end of the initial or any successive period. If Carrier does not respond to Frontier's written notification of the intent to terminate the Agreement prior to the expiration of the Agreement term, the Agreement will terminate and not renew at the end of the Agreement term. Either Party may send a request to renegotiate this Agreement upon its termination and the Parties intend that the negotiation and arbitration processes of the Act will be applicable to such a request. The date of the notice to negotiate a successor agreement will be the starting point for the negotiation window under Section 252 of the Act. The Parties intend that a renegotiated or arbitrated Agreement will be effective as of the date of termination of this Agreement and any new negotiated or arbitrated rates will be subject to true-up as of the termination date of this Agreement.

12.2 Upon termination or expiration of this Agreement each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement.

## SECTION 13. INSURANCE

13.1 Carrier will carry or cause to be carried the following insurance coverage which will be paid for and maintained at all times during the term of this Agreement. Such coverage will be provided through an insurance provider with an A.M. Best financial rating of "A" or better. Frontier shall be named as an additional insured on all applicable policies as specified below except for Workers' Compensation.

- (i) Commercial General Liability Insurance with a minimum limit of liability of \$2,000,000.00 combined single limit for each occurrence for bodily injury including death, and property damage. Such coverage under the Contractual Liability section will be broad enough to cover the terms and conditions of the Indemnification clause included with this Agreement. Coverage for explosion collapse and underground ("x, c, u") will be included.
- (ii) Business Automobile Liability Insurance with a minimum limit of liability of \$2,000,000.00 combined single limit for each occurrence for bodily injury, including death, and property damage, covering any automobile used and or operated by, or on behalf of the Carrier on Frontier's Real Property.
- (iii) Workers Compensation Insurance with statutory limits and Employer's Liability Insurance with limits of \$500,000 each accident, \$500,000 disease - each employee, \$500,000 disease - policy limit.
- (iv) Excess Liability Insurance with a minimum limit of \$10,000,000. The limit of liability under this insurance may be increased accordingly to satisfy the minimum limit requirements under the Commercial General Liability, Business Automobile Liability and Employer's Liability Insurances.
- (v) Property Insurance in an amount sufficient to cover the cost of replacing Carrier's Equipment on Frontier's property or located at or used at Frontier's facility. Such insurance policy will provide that the insurance company will waive all rights of recovery by way of subrogation against Frontier in connection with any damage covered by the policy.
- (vi) Upon the commencement of this Agreement and upon renewal of any policy referenced, satisfactory evidence of compliance with such insurance requirements will be issued to the Frontier. The insurance companies referenced on such evidence will give the Lessor at least thirty (30) days advance written notice of any material change to, and/or cancellation of any of the policies referenced in such evidence.

# PUBLIC VERSION

Agreement Number: 06-Neutral Tandem-FTR-001

AND

Frontier, A Citizens Communications Company  
Attn: Kevin Saville, Associate General Counsel  
2378 Wilshire Blvd.  
Mound, MN 55364

Frontier, A Citizens Communications Company  
Attn: Gregg Sayre, Associate General Counsel  
180 S. Clinton Ave, 7<sup>th</sup> Floor  
Rochester, NY 14646

Frontier, A Citizens Communications Company  
Attn: Chuck Best, VP, Administration and Legal  
4400 NE 77<sup>th</sup> Ave  
Vancouver, WA 98662

If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section.

The Parties have caused this Local Interconnection Agreement to be executed on their behalf on the dates set forth below.

Neutral Tandem-New York, LLC.

By: David Tatak  
Typed: DAVID TATAK  
Title: VP BILLING & REVENUE Svcs  
Date: 6/19/06

Frontier Telephone of Rochester, Inc.

By: R.D. Burson  
Typed: Richard D. Burson  
Title: SVP REVENUE ASSURANCE  
Date: 7-13-06

# PUBLIC VERSION

John C. Peterson, Director  
Contract Performance and Administration  
Wholesale Markets



Wholesale Markets  
600 Hidden Ridge, HQE03D52  
P.O. Box 152092  
Irving, TX 75038

Phone 972-718-5988  
Fax 972-719-1519  
[john.c.peterson@verizon.com](mailto:john.c.peterson@verizon.com)

April 19, 2004

Ronald Gavillet  
EVP & General Counsel  
Neutral Tandem-New York, LLC  
2 North LaSalle Street  
Chicago, IL 60602

Re: Requested Adoption Under Section 252(i) of the TA96

Dear Mr. Gavillet:

Verizon New York Inc. ("Verizon"), a New York corporation, with principal place of business at 1095 Avenue of The Americas, New York, New York 10036, has received your letter stating that, under Section 252(i) of the Telecommunications Act of 1996 (the "Act"), Neutral Tandem-New York, LLC ("NTI"), a Delaware limited liability corporation, with principal place of business at 2 North LaSalle Street, Suite 1615, Chicago, Illinois 60602, wishes to adopt the terms of the arbitrated Interconnection Agreement between AT&T Communications of New York Inc. ("AT&T") and Verizon that was approved by the New York Public Service Commission (the "Commission") as an effective agreement in the State of New York in Docket No. 01-C-0095, as such agreement exists on the date hereof after giving effect to operation of law (the "Terms"). I understand NTI has a copy of the Terms. Please note the following with respect to NTI's adoption of the Terms.

1. By NTI's countersignature on this letter, NTI hereby represents and agrees to the following five points:
  - (A) NTI adopts (and agrees to be bound by) the Terms of the AT&T/Verizon arbitrated agreement for interconnection as it is in effect on the date hereof after giving effect to operation of law, and in applying the Terms, agrees that

## PUBLIC VERSION

NTI shall be substituted in place of AT&T Communications of New York Inc. and AT&T in the Terms wherever appropriate.

- (B) For avoidance of doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon that no longer applies under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), or that is otherwise not required by both 47 U.S.C. Section 251(c)(3) and 47 C.F.R. Part 51. Moreover, Verizon, on March 10, 2004, filed a petition at the New York Public Service Commission to arbitrate amendments to interconnection agreements (including the Terms) with respect to the Triennial Review Order ("TRO Arbitration"). Once the Commission issues an effective order approving an amendment with respect to the Triennial Review Order in the TRO Arbitration (an "Approved Amendment"): 1) the terms of such Approved Amendment shall be deemed to amend this adoption effective on the effective date of such Commission order, 2) NTI agrees to be bound by the terms of such Approved Amendment effective on the effective date of such Commission order, and 3) Verizon and NTI shall execute an amendment to this adoption to memorialize that this adoption is amended by the terms of such Approved Amendment effective on the effective date of such Commission order; provided, however, failure by either party to do so shall not be cited as a basis for contesting the effectiveness of the provisions in 1) and 2) above.
- (C) Notice to NTI and Verizon as may be required under the Terms shall be provided as follows:

To: Neutral Tandem-New York, LLC  
Attention: Ronald W. Gavillet  
2 North LaSalle Street, Suite 1615  
Chicago, IL 60602  
Telephone Number: 312-384-8040  
Facsimile Number: 312-346-3276  
Internet Address: rgavillet@neutraltandem.com

To Verizon:

Director-Contract Performance & Administration  
Verizon Wholesale Markets  
600 Hidden Ridge  
HQEWWMNOTICES  
Irving, TX 75038  
Telephone Number: 972-718-5988  
Facsimile Number: 972-719-1519  
Internet Address: wmmnotices@verizon.com

# PUBLIC VERSION

with a copy to:

Vice President and Associate General Counsel  
Verizon Wholesale Markets  
1515 N. Court House Road  
Suite 500  
Arlington, VA 22201  
Facsimile: 703-351-3664

- (D) NTI represents and warrants that it is a certified provider of local telecommunications service in the State of New York, and that its adoption of the Terms will cover services in the State of New York only.
  - (E) In the event an interconnection agreement between Verizon and NTI is currently in effect in the State of New York (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.
  - (F) Verizon's standard pricing schedule for interconnection agreements in the State of New York (as such schedule may be amended from time to time) (attached as Appendix 1 hereto) shall apply to NTI's adoption of the Terms. NTI should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Terms or that are otherwise not part of this adoption, and may include phrases or wording not identical to those utilized in the Terms. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule or attempted to customize the wording in the pricing schedule to match the Terms. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights, and the use of slightly different wording or phrasing in the pricing schedule does not alter the obligations and rights set forth in the Terms.
2. NTI's adoption of the AT&T arbitrated Terms shall become effective as of May 3, 2004. The Parties understand and agree that Verizon will file this adoption letter with the Commission promptly upon my receipt of a copy of this letter, countersigned by NTI as to points (A), (B), (C), (D), (E) and (F) of paragraph 1 above. The term and termination provisions of the AT&T/Verizon agreement shall govern NTI's adoption of the Terms. The adoption of the Terms is currently scheduled to expire on June 23, 2005.

## PUBLIC VERSION

3. As the Terms are being adopted by you pursuant to your statutory rights under section 252(i), Verizon does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Terms does not in any way constitute a waiver by Verizon of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Verizon of all rights and remedies it may have to seek review of the Terms, or to petition the Commission, other administrative body, or court for reconsideration or reversal of any determination made by the Commission pursuant to arbitration in Docket No. 01-C-0095, or to seek review in any way of any provisions included in these Terms as a result of NTI's 252(i) election.
4. Nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any contractual provision required by the Commission in Docket No. 01-C-0095 (the AT&T arbitration) or any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commissions, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Terms.
5. Verizon reserves the right to deny NTI's adoption and/or application of the Terms, in whole or in part, at any time:
  - (a) when the costs of providing the Terms to NTI are greater than the costs of providing them to AT&T;
  - (b) if the provision of the Terms to NTI is not technically feasible; and/or
  - (c) to the extent that Verizon otherwise is not required to make the Terms available to NTI under applicable law.
6. For avoidance of doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. Verizon has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Verizon's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 ("FCC Internet Order"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act.<sup>1</sup> Accordingly, any compensation to be paid for Internet traffic will be handled pursuant to the terms of the *FCC Internet Order*, not pursuant to adoption of the Terms.<sup>2</sup> Moreover, in light of the *FCC Internet*

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<sup>1</sup> Order on Remand and Report and Order, In the Matters of: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68 (rel. April 27, 2001) ("FCC Remand Order") ¶44, remanded, *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. May 3, 2002). Although the D.C. Circuit remanded the *FCC Remand Order* to permit the FCC to clarify its reasoning, it left the order in place as governing federal law. See *WorldCom, Inc. v. FCC*, No. 01-1218, slip op. at 5 (D.C. Cir. May 3, 2002).

<sup>2</sup> For your convenience, an industry letter distributed by Verizon explaining its plans to implement the *FCC Internet Order* can be viewed at Verizon's Customer Support Website at URL [www.verizon.com/wise](http://www.verizon.com/wise)

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*Order*, even if the Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act.<sup>3</sup> In fact, the *FCC Internet Order* made clear that carriers may not adopt provisions of an existing interconnection agreement to the extent that such provisions provide compensation for Internet traffic.<sup>4</sup>

7. Should NTI attempt to apply the Terms in a manner that conflicts with paragraphs 3-6 above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.
8. In the event that a voluntary or involuntary petition has been or is in the future filed against NTI under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an "Insolvency Proceeding"), then: (i) all rights of Verizon under such laws, including, without limitation, all rights of Verizon under 11 U.S.C. § 366, shall be preserved, and NTI's adoption of the Verizon Terms shall in no way impair such rights of Verizon; and (ii) all rights of NTI resulting from NTI's adoption of the Verizon terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Verizon pursuant to 11 U.S.C. § 366.

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(select Verizon East Customer Support, Business Resources, Customer Documentation, Resources, Industry Letters, CLEC, May 21, 2001 Order on Remand).

<sup>3</sup> See, e.g., 47 C.F.R. Section 51.809(c).

<sup>4</sup> FCC *Internet Order* ¶ 82.

# PUBLIC VERSION

## SIGNATURE PAGE

Please arrange for a duly authorized representative of NTI to sign this letter in the space provided below and return it to Verizon.

Sincerely,

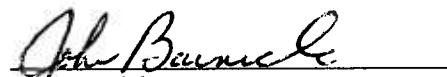
VERIZON NEW YORK INC.



John C. Peterson, Director  
Contract Performance and Administration  
Wholesale Markets

Reviewed and countersigned as to points A, B, C, D, E and F of paragraph 1:

NEUTRAL TANDEM-NEW YORK, LLC



John Barnicle  
Chief Operating Officer

c: K. Robertson – Verizon

Risk Management Department  
295 N. Maple Avenue  
Room 7146K2  
Basking Ridge, NJ 07920-1002

**22.0 TERM AND TERMINATION; DEFAULT**

**22.1** This Agreement shall be effective as of the date first above written and, unless terminated earlier in accordance with the terms hereof, shall continue in effect until June 23, 2005 (the "Initial Term"), and thereafter the Agreement shall continue in force and effect on a month-to-month basis unless and until terminated as provided herein.

**22.2 [Intentionally deleted]**

**22.3** Either AT&T or Verizon may terminate this Agreement, effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term, by providing written notice of termination at least ninety (90) days, but not greater than nine (9) months, in advance of the date of termination. In the event of such termination, if neither Party has requested renegotiation of a successor interconnection agreement pursuant to Section 22.4, the service arrangements made available under this Agreement and existing at the time of termination shall, unless otherwise agreed to by the Parties, continue without interruption under (a) standard Interconnection terms and conditions approved and made generally effective by the Commission, (b) Tariff terms and conditions generally available to CLECs or (c) if none of the above is available, under the terms of this Agreement on a month-to-month basis until such time as a new agreement is entered into, or if no agreement is entered into, until (a) or (b) becomes available.

**22.4** AT&T (i) may make, at its option, nine (9) months prior to the expiration of the Initial Term, or (ii) shall make, at Verizon's request, but no earlier than nine (9) month prior to the end of the Initial Term, a written request to Verizon to renegotiate the terms of this Agreement pursuant to Section 251(c)(1) of the Act ("Request for Renegotiation"). The date of receipt of such Request for Renegotiation shall be the "Renegotiation Request Date". Any such Request for Renegotiation shall be deemed by both Parties to be notice of termination of this Agreement and a good faith request for Interconnection pursuant to Section 252 of the Act (or any successor provision). The terms and conditions of this Agreement shall remain in effect during the period of renegotiations; provided, however, if the Parties do not execute a new interconnection agreement within one hundred and sixty (160) days after the Renegotiation Request Date, the terms and conditions of this Agreement shall continue in full force and effect only if AT&T files an arbitration petition pursuant to Section 252(b) of the Act, in which case, this Agreement shall remain in effect until the Parties execute a successor agreement.

**22.4.1** If either Party defaults in the payment of any amount due hereunder, except for amounts subject to a bona fide dispute pursuant to Section 28.9 hereof with respect to which the disputing party has complied with the requirements of

# **PUBLIC VERSION**

## **AMENDED, EXTENDED AND RESTATED AGREEMENT FOR LOCAL INTERCONNECTION**

**by and between**

**ONVOY, LLC**

**and**

**FRONTIER SOUTHWEST INCORPORATED**

**FOR THE STATE OF**

**TEXAS**

# **PUBLIC VERSION**

- 1.4 Except as otherwise provided in the Principal Document, the Principal Document may not be waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, a Party shall have the right to add, modify, or withdraw, its Tariff(s) at any time, without the consent of, or notice to, the other Party.

## **2. Term and Termination**

- 2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until April 14, 2020 (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.
- 2.2 Either Onvoy or Frontier may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.
- 2.3 If either Onvoy or Frontier provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either Onvoy or Frontier has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 12), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between Onvoy and Frontier; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 If either Onvoy or Frontier provides notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither Onvoy nor Frontier has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff or Statement of Generally Available Terms (SGAT).

## **3. Glossary and Attachments**

The Glossary and the following Attachments are a part of this Agreement:

- Additional Services Attachment
- Interconnection Attachment
- Traffic Exchange Attachment
- Resale Attachment
- Network Elements Attachment
- Collocation Attachment
- 9-1-1 Attachment
- Pricing Attachment

## **4. Applicable Law**

# PUBLIC VERSION

To Frontier:

Frontier Communications  
Tax Department  
401 Merritt 7  
Norwalk, CT 06851

To Onvoy:

Onvoy, LLC  
Tax Department  
Attention: Connie Loepke  
550 West Adams Street, Suite 900  
Chicago, Illinois 60661

Each Party may from time to time designate another address or other addressees by giving notice in accordance with the terms of this Section. Any notice or other communication shall be deemed to be given when received.

## **42. Technology Upgrades**

Notwithstanding any other provision of this Agreement, Frontier shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. The Parties acknowledge that Frontier, at its election, may deploy fiber throughout its network and that such fiber deployment may inhibit or facilitate Onvoy's ability to provide service using certain technologies. Nothing in this Agreement shall limit Frontier's ability to modify its network through the incorporation of new equipment or software or otherwise. Onvoy shall be solely responsible for the cost and activities associated with accommodating such changes in its own network.

## **43. Territory**

- 43.1 This Agreement applies to the territory in which Frontier operates as an Incumbent Local Exchange Carrier in the State of Texas. Frontier shall be obligated to provide Services under this Agreement only within this territory.
- 43.2 Notwithstanding any other provision of this Agreement, Frontier may terminate this Agreement as to a specific operating territory or portion thereof if Frontier sells or otherwise transfers its operations in such territory or portion thereof to a third-person. Frontier shall provide Onvoy with at least 90 calendar days prior written notice of such termination, which shall be effective upon the date specified in the notice.

## **44. Third Party Beneficiaries**

Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein shall create or be construed to provide any third-persons (including, but not limited to, Customers or contractors of a Party) with any rights (including, but not limited to, any third-party beneficiary rights) hereunder. Except as expressly set forth in this Agreement, a Party shall have no liability under this Agreement to the Customers of the other Party or to any other third person.

## **45. [This Section Intentionally Left Blank]**

## **46. 252(i) Obligations**

To the extent required by Applicable Law, each Party shall comply with Section 252(i) of the Act. To the extent that the exercise by Onvoy of any rights it may have under Section

# PUBLIC VERSION

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## SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

ONVOY, LLC

By: DocuSigned by:  
kyle V. Bertrand  
B1691B160EA9420...

Printed: Kyle V. Bertrand

Title: VP Procurement MGMT and Ntwk Opt.

Date: 3/6/2018

FRONTIER SOUTHWEST INCORPORATED

By: DocuSigned by:  
Michael Daniel

Printed: Michael Daniel

Title: SVP, Carrier Services

Date: 5-11-18

**PUBLIC VERSION**

**AGREEMENT**

**by and between**

**NEUTRAL TANDEM - TEXAS, LLC**

**and**

**GTE SOUTHWEST INCORPORATED, D/B/A VERIZON SOUTHWEST**

**FOR THE STATE OF**

**TEXAS**

# PUBLIC VERSION

## AGREEMENT

### PREFACE

This Agreement ("Agreement") shall be deemed effective as of June 29, 2007 (the "Effective Date"), between Neutral Tandem - Texas, LLC ("Neutral Tandem"), a Limited Liability Company organized under the laws of the State of Delaware, with offices at 1 South Wacker, Suite 200, Chicago, IL 60606 and GTE Southwest Incorporated, d/b/a Verizon Southwest ("Verizon"), a corporation organized under the laws of the State of Delaware with offices at 500 East Carpenter Freeway, Irving, TX 75062 (Verizon and Neutral Tandem may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

**Whereas**, the Parties wish to enter into this Agreement pursuant to Section 252 of the Act; and

**Whereas**, pursuant to 47 U.S.C. § 252(i), effective October 16, 2006, Neutral Tandem—New York, LLC adopted the August 1, 2006 "Interconnection Agreement Under Sections 251 and 252 of the Telecommunications Act of 1996 By and Between Verizon New York Inc. and AT&T Communications of New York, Inc.", including (but not limited to) the AT&T DS0 Loop/Resale Amendment and the Unitary Rate Amendment; and

**Whereas**, the Unitary Rate Amendment was amended by an amendment signed by "The Neutral Tandem Parties" (as described in the amendment) on January 4, 2007 and "The Verizon Parties" (as described in the amendment) on January 11, 2007 (the "January 11, 2007 URA Amendment"); and

**Whereas**, the Parties acknowledge and reaffirm that as a result of such adoption the AT&T DS0 Loop/Resale Amendment applies to this Agreement in accordance with the terms of the AT&T DS0 Loop/Resale Amendment; and

**Whereas**, the Parties acknowledge and reaffirm that as a result of such adoption and the January 11, 2007 URA Amendment, the Unitary Rate Amendment, as amended by the January 11, 2007 URA Amendment, applies to this Agreement in accordance with the terms of the Unitary Rate Amendment, as amended by the January 11, 2007 URA Amendment;

**Now Therefore**, in consideration of the mutual promises contained in this Agreement, and intending to be legally bound, pursuant to Section 252 of the Act, Verizon and Neutral Tandem hereby agree as follows:

### GENERAL TERMS AND CONDITIONS

#### 1. The Agreement

- 1.1 This Agreement includes: (a) the Principal Document; (b) the Tariffs of each Party applicable to the Services that are offered for sale by it in the Principal Document (which Tariffs are incorporated into and made a part of this Agreement by reference); and, (c) an Order by a Party that has been accepted by the other Party.
- 1.2 Except as otherwise expressly provided in the Principal Document (including, but not limited to, the Pricing Attachment), conflicts among provisions in the Principal Document, Tariffs, and an Order by a Party that has been accepted by the other Party, shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) the Principal Document; (b) the Tariffs; and, (c) an Order by a

# PUBLIC VERSION

Party that has been accepted by the other Party. The fact that a provision appears in the Principal Document but not in a Tariff, or in a Tariff but not in the Principal Document, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 1.2.

- 1.3 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof, provided, however, notwithstanding any other provision of this Agreement or otherwise, this Agreement is an amendment, extension and restatement of the Parties' prior interconnection and resale agreement(s), if any, and, as such, this Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to any prior interconnection or resale agreements and, accordingly, all monetary obligations of the Parties to one another under any prior interconnection or resale agreements shall remain in full force and effect and shall constitute monetary obligations of the Parties under this Agreement (provided, however, that nothing contained in this Agreement shall convert any claim or debt that would otherwise constitute a prepetition claim or debt in a bankruptcy case into a postpetition claim or debt). In connection with the foregoing, Verizon expressly reserves all of its rights under the Bankruptcy Code and Applicable Law to seek or oppose any relief in respect of the assumption, assumption and assignment, or rejection of any interconnection or resale agreements between Verizon and Neutral Tandem.
- 1.4 Except as otherwise provided in the Principal Document, the Principal Document may not be waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, a Party shall have the right to add, modify, or withdraw, its Tariff(s) at any time, without the consent of, or notice to, the other Party.

## 2. Term and Termination

- 2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until June 28, 2009 (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.
- 2.2 Either Neutral Tandem or Verizon may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.
- 2.3 If either Neutral Tandem or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either Neutral Tandem or Verizon has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 12), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between Neutral Tandem and Verizon; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 If either Neutral Tandem or Verizon provides notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither Neutral Tandem nor Verizon has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being

# PUBLIC VERSION

Party that has been accepted by the other Party. The fact that a provision appears in the Principal Document but not in a Tariff, or in a Tariff but not in the Principal Document, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 1.2.

- 1.3 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof, provided, however, notwithstanding any other provision of this Agreement or otherwise, this Agreement is an amendment, extension and restatement of the Parties' prior interconnection and resale agreement(s), if any, and, as such, this Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to any prior interconnection or resale agreements and, accordingly, all monetary obligations of the Parties to one another under any prior interconnection or resale agreements shall remain in full force and effect and shall constitute monetary obligations of the Parties under this Agreement (provided, however, that nothing contained in this Agreement shall convert any claim or debt that would otherwise constitute a prepetition claim or debt in a bankruptcy case into a postpetition claim or debt). In connection with the foregoing, Verizon expressly reserves all of its rights under the Bankruptcy Code and Applicable Law to seek or oppose any relief in respect of the assumption, assumption and assignment, or rejection of any interconnection or resale agreements between Verizon and Neutral Tandem.
- 1.4 Except as otherwise provided in the Principal Document, the Principal Document may not be waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, a Party shall have the right to add, modify, or withdraw, its Tariff(s) at any time, without the consent of, or notice to, the other Party.

## 2. Term and Termination

- 2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until June 28, 2009 (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.
- 2.2 Either Neutral Tandem or Verizon may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.
- 2.3 If either Neutral Tandem or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either Neutral Tandem or Verizon has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 12), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between Neutral Tandem and Verizon; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 If either Neutral Tandem or Verizon provides notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither Neutral Tandem nor Verizon has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being

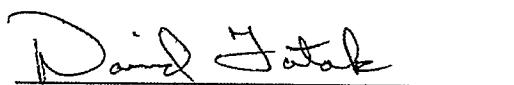
# PUBLIC VERSION

## SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

NEUTRAL TANDEM - TEXAS, LLC

By:

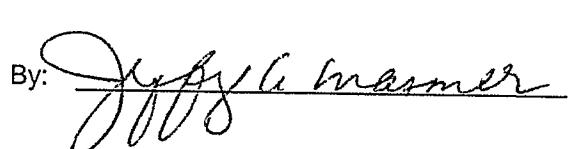


Printed: David Tatak

Title: VP Billing and Revenue Services

GTE SOUTHWEST INCORPORATED, D/B/A  
VERIZON SOUTHWEST

By:



Printed: Jeffrey A. Masoner

Title: Vice President - Interconnection Services

**PUBLIC VERSION**



**CenturyLink™**

**INTERCONNECTION AGREEMENT**

**BY AND BETWEEN**

**CENTURYTEL OF LAKE DALLAS, INC. DBA CENTURYLINK**

**CENTURYTEL OF PORT ARANSAS, INC. DBA CENTURYLINK**

**CENTURYTEL OF SAN MARCOS, INC. DBA CENTURYLINK**

**AND**

**ONVOY, LLC**

**FOR THE STATE OF TEXAS**

**PUBLIC VERSION**

This Interconnection Agreement is entered into by and between CenturyTel of Lake Dallas, Inc. dba CenturyLink; CenturyTel of Port Aransas, Inc. dba CenturyLink; CenturyTel of San Marcos, Inc. dba CenturyLink and Onvoy, LLC, (CLEC) in their capacity as certified providers of local wireline Telecommunications Service. CenturyLink and CLEC are herein referred to collectively as the "Parties" and each individually as a "Party" provided however, that even though this Agreement refers to the Incumbent Local Exchange Carriers (ILECs) doing business as "CenturyLink" by a single name, the terms and provisions of this Agreement shall apply separately and independently with respect to each of such separate, legal, entities, not as a collective group, and the exercise, assertion, application, waiver or enforcement of each and any of the terms, obligations, duties, liabilities, rights, privileges or other interests embodied in this Agreement by or against any of such ILECs shall pertain, in each instance, only with respect to a single, individual ILEC, and shall not be deemed to apply in an aggregate fashion to any of the other ILECs who are signatory parties to this Agreement, unless mutually agreed upon in a separate written instrument executed by each affected entity. This Agreement covers services in the State of Texas (State) and only in areas which both Parties are certificated.

**WHEREAS**, the Parties wish to interconnect their local exchange networks for the purposes of transmission and termination of Local Traffic (as hereinafter defined), so that customers of each can receive calls that originate on the other's network and place calls that terminate on the other's network; and

**WHEREAS**, the Parties desire to exchange such traffic and related signaling in a technically and economically efficient manner at defined and mutually agreed upon Interconnection points; and

**WHEREAS**, the Parties wish to set forth terms for the purchase of Unbundled Network Elements, Resale, Additional Services and for Collocation arrangements for the provision of Telecommunications Services; and

**NOW, THEREFORE**, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and without waiving any reservation of rights set forth herein, CenturyLink and CLEC hereby covenant and agree as follows:

**ARTICLE II. GENERAL TERMS AND CONDITIONS****3. APPLICATION OF THESE GENERAL TERMS AND CONDITIONS**

- 3.1 Except as may otherwise be set forth in a particular Article or attachments incorporated by reference within this Agreement, in which case the provisions of such Article or attachment shall control, these General Terms & Conditions apply to all Articles and Appendices of this Agreement.

**4. POSITION OF THE PARTIES**

- 4.1 This Agreement is an integrated package that reflects a balancing of interests critical to the Parties. The Parties agree that their entry into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements and/or matters related to CenturyLink's rates and cost recovery that may be covered in this Agreement. CLEC agrees to accept these terms and conditions with CenturyLink based on this Agreement as reciprocal where applicable. Furthermore, to the extent they apply to CenturyLink's provision of services and/or facilities to CLEC, such terms are intended to apply only to the extent required by Applicable Law.

**5. INTENTIONALLY LEFT BLANK.****6. REGULATORY APPROVALS**

- 6.1 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with §252 of the Act within thirty (30) Days after obtaining the last required Agreement signature. CenturyLink and CLEC shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

**7. EFFECTIVE DATE, TERM AND TERMINATION**

- 7.1 Effective Date. Subject to Section 6.1, this Agreement shall become effective on the date of Commission Approval ("Effective Date"); however the Parties may agree to implement the provisions of this Agreement upon execution by both Parties.

- 7.1.1 Notwithstanding the above, the initiation of a new CLEC account, any new provision of service or obligation or any revision to currently existing services or obligations shall not take effect for sixty (60) Days after the Effective Date to accommodate required initial processes. No order or request for services under this Agreement shall be processed nor shall any CenturyLink obligation take effect before CLEC has established a customer account with CenturyLink and has completed any implementation, planning, and forecasting requirements as described in this Agreement.

**PUBLIC VERSION**

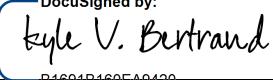
- 7.2 Term. This Agreement shall be in effect for a period of three (3) years after execution by both Parties (the "Initial Term), unless terminated earlier in accordance with the terms of this Agreement. If neither Party terminates this Agreement as of the last day of the Initial Term, this Agreement shall continue in force and effect on a month-to-month basis unless and until terminated as provided in this Agreement.
- 7.2.1 Notwithstanding the above, CenturyLink may terminate this Agreement after six consecutive months of inactivity on the part of CLEC. Inactivity is defined as CLEC's failure, as required in this Agreement, to initiate the required pre-ordering activities, CLEC's failure to perform billing functions, submit any orders, or CLEC's failure to exchange any Local Traffic.
- 7.3 Notice of Termination. Either Party may terminate this Agreement effective upon the expiration of the Initial Term by providing written notice of termination (Notice of Termination) at least ninety (90) Days prior to the last day of the Initial Term. Either Party may terminate this Agreement after the Initial Term by providing a Notice of Termination at least thirty (30) Days prior to the effective date of such termination.
- 7.4 Effect on Termination of Negotiating Successor Agreement. If either Party provides Notice of Termination pursuant to Section 7.3 and, on or before the noticed date of termination (the "End Date), either Party has requested negotiation of a new interconnection agreement, such notice shall be deemed to constitute a bona fide request to negotiate a replacement agreement for interconnection, services or network elements pursuant to §252 of the Act and this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between CLEC and CenturyLink; or, (b) one hundred sixty (160) Days after the requested negotiation or such longer period as may be mutually agreed upon, in writing, by the Parties, or (c) the issuance of an order (or orders) by the Commission resolving each issue raised in connection with any arbitration commenced within the timeframe contemplated in (b) above. If a replacement agreement has not been reached when the timeframe contemplated in (b) above expires and neither Party has commenced arbitration, then CenturyLink and CLEC may mutually agree in writing to continue to operate on a month-to-month basis under the terms set forth herein, subject to written notice of termination pursuant to Section 7.3. Should the Parties not agree to continue to operate under the terms set forth herein after one hundred eighty (180) Days, then the provisions of Section 7.5 shall apply. The foregoing shall not apply to the extent that this Agreement is terminated in accordance with Section 7.6 or Section 7.7.
- 7.5 Termination and Post-Termination Continuation of Services. If either Party provides Notice of Termination pursuant to Section 7.3 and, by 11:59 p.m. Central Time on the stated date of termination, neither Party has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 p.m. Central Time on the termination date identified in the Notice of Termination, and (b) the services and functions being provided by CenturyLink under this Agreement at the time of termination, including Interconnection arrangements and the exchange of local traffic, may be terminated by CenturyLink unless the Parties jointly agree to other continuing arrangements.

**PUBLIC VERSION****SIGNATURE PAGE**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and accepted by its duly authorized representatives

**Onvoy, LLC**

By:

DocuSigned by:  
  
B1601BD100EA0420...

Name :

Kyle Bertrand

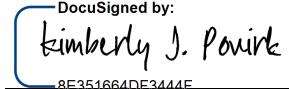
Title:

Vice President- NO/PM

Date:

4/18/2018

**CenturyTel of Lake Dallas, Inc. dba  
CenturyLink****CenturyTel of Port Aransas, Inc. dba  
CenturyLink****CenturyTel of San Marcos, Inc. dba  
CenturyLink and Neutral Tandem-  
Texas, LLC**

DocuSigned by:  
  
8E351664DF3444E...

By: Kimberly J. Povirk

Name: Kimberly J. Povirk

Title: Director Sales Support

Date: 4/18/2018

PUBLIC VERSION

FILED

Hawaiian Telcom

2013 DEC 10 P 2:45

December 10, 2013

PUBLIC UTILITIES  
COMMISSION

2013-0421

Public Utilities Commission  
of the State of Hawaii  
465 South King Street  
Honolulu, HI 96813

Honorable Commissioners:

Neutral Tandem-Hawaii, LLC  
Adoption of the Amended, Extended and Restated Agreement between  
Wavecom Solutions Corporation and Hawaiian Telcom, Inc.

Pursuant to Section 252(i) of the Telecommunications Act of 1996, enclosed for filing with the Commission is Neutral Tandem-Hawaii, LLC ("Neutral") adoption of the terms of the Amended, Extended and Restated Agreement between Wavecom Solutions Corporation ("Wavecom"), f/k/a Pacific Lightnet, Inc. ("PLNI") and Hawaiian Telcom, Inc. ("HT").

The Commission approved the Wavecom/HT agreement for interconnection in Decision and Order No. 23500 dated June 20, 2007 in Docket 03-0197. The enclosed adoption letter sets forth the manner in which the terms of the agreement will be applied to Neutral.

Communications on this matter should be addressed to:

Steven P. Golden  
Vice President - External Affairs  
Hawaiian Telcom, Inc.  
P.O. Box 2200  
Honolulu, HI 96841

John Harrington  
Senior VP- Regulatory & Litigation  
Neutral Tandem-Hawaii, LLC  
550 West Adams, 9<sup>th</sup> Floor  
Chicago, IL 60661

Very truly yours,

Steven P. Golden  
Vice President - External Affairs

SPG:ls  
Enclosure

c: Division of Consumer Advocacy (w/encl.)  
John Harrington – Neutral Tandem-Hawaii, LLC (w/encl.)

# PUBLIC VERSION



November 6, 2013

Mr. John Bullock  
Senior VP and Chief Technical Officer  
Neutral Tandem-Hawaii, LLC  
550 West Adams, 9<sup>th</sup> Floor  
Chicago, IL 60661

Re: Requested Adoption of Interconnection Agreement under Section 252(i) of the Telecommunications Act of 1996

Dear Mr. Bullock,

Hawaiian Telcom, Inc. ("HT"), has received a letter from Scott Kellogg, Counsel to Neutral Tandem-Hawaii, LLC, stating that, under Section 252(i) of the Telecommunications Act of 1996 (the "Act"), Neutral Tandem-Hawaii, LLC ("Neutral") wishes to adopt the terms of the Amended, Extended and Restated Agreement between Wavecom Solutions Corporation ("Wavecom"), f/k/a Pacific Lightnet, Inc. ("PLNI") and Hawaiian Telcom Inc., with an effective date of June 20, 2007, that was approved by the Hawaii Public Utilities Commission (the "Commission") as an effective agreement in the State of Hawaii, as such agreement exists on the date hereof after giving effect to operation of law (the "Terms"). I understand Neutral has a copy of the Terms. Please note the following with respect to Neutral's adoption of the Terms.

1. By Neutral's countersignature on this letter, Neutral hereby represents and agrees to the following three points:

(A) Neutral adopts (and agrees to be bound by) the Terms of the Wavecom/HT agreement for interconnection as it is in effect on the date hereof after giving effect to operation of law, and in applying the Terms, agrees that Neutral shall be substituted in place of Wavecom in the Terms wherever appropriate.

(B) Notice to Neutral and HT as may be required under the Terms shall be provided as follows:

To: Neutral

John Harrington  
Senior VP – Regulatory & Litigation  
Neutral Tandem-Hawaii, LLC  
550 West Adams, 9<sup>th</sup> Floor  
Chicago, IL 60661  
Telephone: 312-380-4528  
Facsimile: 312-346-2601  
Email: [jharrington@neutraltandem.com](mailto:jharrington@neutraltandem.com)

# PUBLIC VERSION

Page 2 of 4

With a copy to: John Bullock

Senior VP and Chief Technical Officer  
Neutral Tandem-Hawaii, LLC  
550 West Adams, 9<sup>th</sup> Floor  
Chicago, IL 60661  
Telephone: 312-384-8032  
Facsimile: 312-346-2601  
Email: [jbullock@neutraltandem.com](mailto:jbullock@neutraltandem.com)

To HT  
Vice President – Wholesale Markets  
Hawaiian Telcom, Inc.  
1177 Bishop St.  
Honolulu, HI 96813

With a copy to:

Vice President and General Counsel  
Hawaiian Telcom, Inc.  
1177 Bishop St.  
Honolulu, HI 96813

(C) Neutral represents and warrants that it is a certified provider of local telecommunications service in the State of Hawaii, and that its adoption of the Terms will cover services in the State of Hawaii only.

2. Neutral's adoption of the Wavecom Terms shall become effective on November 1, 2013 and is subject to regulatory approval. HT shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by an authorized officer of Neutral. The term and termination provisions of the Wavecom/HT agreement shall govern Neutral's adoption of the Terms. The adoption of (and agreement to be bound by) the Terms is currently scheduled to expire on October 31, 2014.

3. As the Terms are being adopted by you pursuant to your statutory rights under section 252(i), HT does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by HT of the Terms does not in any way constitute a waiver by HT of any position as to the Terms or a portion thereof, nor does it constitute a waiver by HT of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of Neutral's 252(i) election.

4. On January 25, 1999, the Supreme Court of the United States ("Court") issued its decision on the appeals of the Eighth Circuit's decision in Iowa Utilities Board. Specifically, the Supreme Court modified several of the FCC's and the Eighth Circuit's rulings regarding unbundled network elements and pricing requirements under the Act. AT&T Corp. v. Iowa Utilities Board, 119 S. Ct. 721 (1999). Certain provisions of the Terms may be void or unenforceable as a result of the Court's decision of January 25, 1999, the United States Eighth Circuit Court of Appeals' decision in Docket No. 96-3321 regarding the FCC's pricing rules, and the current appeal before the U.S. Supreme Court regarding the FCC's new UNE rules. Moreover, nothing herein shall be construed as or is intended to be a concession or admission by

# PUBLIC VERSION

Page 3 of 4

HT that any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commissions, the decisions of the courts, or other law, and HT expressly reserves its full right to assert and pursue claims arising from or related to the Terms.

5. HT reserves the right to deny Neutral's adoption and/or application of the Terms, in whole or in part, at any time:

- (a) when the costs of providing the Terms to Neutral are greater than the costs of providing them to Wavecom;
- (b) if the provision of the Terms to Neutral is not technically feasible; and/or
- (c) to the extent that HT otherwise is not required to make the Terms available to Neutral under applicable law.

6. For avoidance of doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. HT has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b) (5) of the Act. HT's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 ("FCC Internet Order"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b) (5) of the Act. Accordingly, any compensation to be paid for Internet traffic will be handled pursuant to the terms of the FCC Internet Order, not pursuant to adoption of the Terms. Moreover, in light of the FCC Internet Order, even if the Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act. In fact, the FCC Internet Order made clear that carriers may not adopt provisions of an existing interconnection agreement to the extent that such provisions provide compensation for Internet traffic.

7. WHEREAS, the Federal Communications Commission released its USF/ICC Transformation Order, FCC 11-161 (Nov. 18, 2011), which among other things substantially changes the rules governing the exchange of telecommunications traffic between CLEC's and local exchange carriers, including Neutral and HT, and the Parties desire to conform their interconnection and traffic exchange arrangements to the new rules therein established. Notwithstanding any other provisions of the existing or amended Terms to the contrary, the Parties shall exchange all Reciprocal Compensation Traffic as defined in Section 7 of the Interconnection Attachment of the Terms at bill-and-keep (that is, at a zero Intercarrier compensation rate for traffic in either direction between the parties).

8. Should Neutral attempt to apply the Terms in a manner that conflicts with paragraphs 3-7 above, HT reserves its rights to seek appropriate legal and/or equitable relief.

9. In the event that a voluntary or involuntary petition has been or is in the future filed against Neutral under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an "Insolvency Proceeding"), then: (i) all rights of HT under such laws, including, without limitation, all rights of HT under 11 U.S.C. § 366, shall be preserved, and Neutral's adoption of the HT Terms shall in no way impair such rights of HT; and (ii) all rights of Neutral resulting from Neutral's adoption of the HT terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to HT pursuant to 11 U.S.C. § 366.

# PUBLIC VERSION

Page 4 of 4

Please arrange for a duly authorized representative of Neutral to sign this letter in the space provided below and return it to the undersigned.

Sincerely,

HAWAIIAN TELCOM, INC.

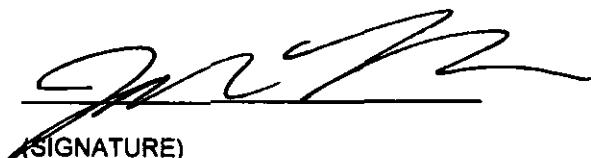


Paul Krueger  
Vice President – Business and Wholesale Sales



Reviewed and countersigned:

NEUTRAL TANDEM-HAWAII, LLC

  
(SIGNATURE)

John Bullock SVP

(PRINT NAME and TITLE)

11-21-12

(DATE)

**PUBLIC VERSION**

**AMENDED, EXTENDED AND RESTATED AGREEMENT**

**by and between**

**PACIFIC LIGHTNET, INC.**

**and**

**HAWAIIAN TELCOM, INC.**

**FOR THE STATE OF**

**HAWAII**

# PUBLIC VERSION

(e.g., an agreement commonly used in the industry), which holds the Providing Party harmless on an after-tax basis with respect to its forbearance to collect such Tax.

- 41.6 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other, for purposes of this Section 41, shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in Section 29 as well as to the following:

To Hawaiian Telcom:

Tax Department  
Hawaiian Telcom, Inc.  
P. O. Box 2200  
Honolulu, HI 96841

To PLNI:

Vice President, Business Operations  
Pacific Lightnet, Inc.  
1132 Bishop Street  
Suite 800  
Honolulu, HI 96813

Either Party may from time to time designate another address or other addressees by giving notice in accordance with the terms of this Section. Any notice or other communication shall be deemed to be given when received.

## 42. Technology Upgrades

Notwithstanding any other provision of this Agreement, Hawaiian Telcom shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. The Parties acknowledge that Hawaiian Telcom, at its election, may deploy fiber throughout its network and that such fiber deployment may inhibit or facilitate PLNI's ability to provide service using certain technologies. Nothing in this Agreement shall limit Hawaiian Telcom's ability to modify its network through the incorporation of new equipment or software or otherwise. PLNI shall be solely responsible for the cost and activities associated with accommodating such changes in its own network.

## 43. Territory

- 43.1 This Agreement applies to the territory in which Hawaiian Telcom operates as an Incumbent Local Exchange Carrier in the State of Hawaii. Hawaiian Telcom shall be obligated to provide Services under this Agreement only within this territory.
- 43.2 Notwithstanding any other provision of this Agreement, Hawaiian Telcom may terminate this Agreement as to a specific operating territory or portion thereof if Hawaiian Telcom sells or otherwise transfers its operations in such territory or portion thereof to a third-person. Hawaiian Telcom shall provide PLNI with at least 90 calendar days prior written notice of such termination, which shall be effective upon the date specified in the notice.

## 44. Third Party Beneficiaries

# **PUBLIC VERSION**

- 1.4 Except as otherwise provisioned in the Principal Document, the Principal Document may not be waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, a Party shall have the right to add, modify, or withdraw, its Tariff(s) at any time, without the consent of, or notice to, the other Party.
  - 1.5 Upon both Parties' execution of this Agreement, Hawaiian Telcom shall, in a timely manner, file the Agreement with the Commission for approval pursuant to Section 252(e) of the Act. PLNI shall cooperate fully as requested by Hawaiian Telcom in the preparation and submission of the requisite filing.
- 2. Term and Termination**
    - 2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until [Mo, Day, Year , indicate date one day previous to effective date, plus 2 years] (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.
    - 2.2 Either PLNI or Hawaiian Telcom may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.
    - 2.3 If either PLNI or Hawaiian Telcom provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either PLNI or Hawaiian Telcom has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 12), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between PLNI and Hawaiian Telcom; or, (b) the date one (1) year after the proposed date of termination.
    - 2.4 If either PLNI or Hawaiian Telcom provides notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither PLNI nor Hawaiian Telcom has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff or Statement of Generally Available Terms (SGAT).

- 3. Glossary and Attachments**

The Glossary and the following Attachments are a part of this Agreement:

Additional Services Attachment

Interconnection Attachment

Resale Attachment

Network Elements Attachment

Collocation Attachment

911 Attachment

Pricing Attachment

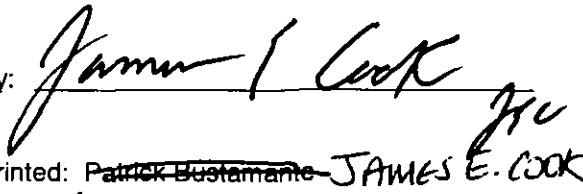
# PUBLIC VERSION

## SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

**PACIFIC LIGHTNET, INC.**

By:



Printed: Patrick Bustamante JAMES E. COOK

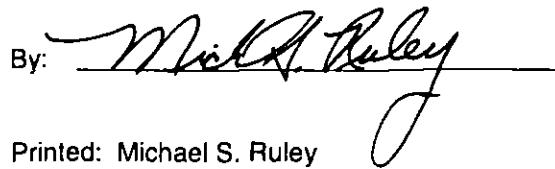
Title: President And Chief Operating Officer

Date:

JUL 19 2007

**HAWAIIAN TELCOM, INC.**

By:



Printed: Michael S. Ruley

Title: President and Chief Executive Officer

Date:

JUL 18 2007



# PUBLIC VERSION



**Jeffrey A. Masoner**  
Vice President  
Interconnection Services

1310 North Court House Rd.  
9th Floor, Room 9E104  
Arlington, VA 22201

Tel.: 703 974-4610  
Fax: 703 974-0314  
[jeffrey.a.masoner@verizon.com](mailto:jeffrey.a.masoner@verizon.com)

November 21, 2005

Ron Gavillet  
EVP & General Counsel  
Neutral Tandem-Florida, LLC  
1 S. Wacker, Suite 200  
Chicago, IL 60606

Re: Requested Adoption Under Section 252(i) of the Communications Act

Dear Mr. Gavillet:

Verizon Florida Inc., f/k/a GTE Florida Incorporated ("Verizon"), a Florida corporation, with principal place of business at 201 N Franklin Street, Tampa, FL 33602-5167, has received correspondence stating that Neutral Tandem-Florida, LLC ("Neutral Tandem"), a Delaware Limited Liability Company, with principal place of business at 1 S. Wacker, Suite 200, Chicago, IL 60606 wishes, pursuant to Section 252(i) of the Communications Act, to adopt the terms of the arbitrated Interconnection Agreement between US LEC of Florida Inc. ("US LEC") and Verizon that was approved by the Florida Public Service Commission (the "Commission") as an effective agreement in the State of Florida in Docket No. 020412-TP, as such agreement exists on the date hereof after giving effect to operation of law (the "Terms"). I understand Neutral Tandem has a copy of the Terms. Please note the following with respect to Neutral Tandem's adoption of the Terms.

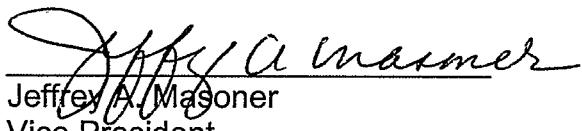
# PUBLIC VERSION

## SIGNATURE PAGE

Please arrange for a duly authorized representative of Neutral Tandem to sign this letter in the space provided below and return it to Verizon.

Sincerely,

VERIZON FLORIDA INC.

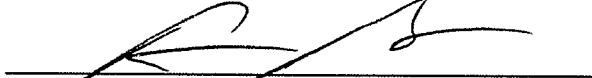


Jeffrey A. Masoner  
Vice President  
Interconnection Services Policy & Planning

11/29/05  
DATE

Reviewed and countersigned as to Paragraph 1:

NEUTRAL TANDEM-FLORIDA, LLC



Ron Gavillet  
EVP & General Counsel

11/27/05  
DATE

c: Kathy Robertson - Verizon



**PUBLIC VERSION**

ORIGINAL

VZ - FLORIDA

OPT-IN OF

USLEC AGREEMENT

# PUBLIC VERSION

1. By Neutral Tandem's countersignature on this letter, Neutral Tandem hereby represents and agrees to the following seven points:
  - A. Neutral Tandem adopts (and agrees to be bound by) the Terms and, in applying the Terms, agrees that Neutral Tandem shall be substituted in place of US LEC of Florida Inc. and US LEC in the Terms wherever appropriate.
  - B. For the avoidance of any doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon (i) that no longer applies to Verizon under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), or the Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released by the FCC on February 4, 2005 (the "TRO Remand Order"), or (ii) that is otherwise not required by 47 U.S.C. Section 251(c)(3) or by 47 C.F.R. Part 51. Moreover, Verizon, on February 20, 2004, filed a petition at the Commission to arbitrate amendments to interconnection agreements (including the Terms) with respect to the Triennial Review Order ("TRO Arbitration"). If US LEC is a party to the TRO Arbitration at the time the Commission issues an effective order approving an amendment with respect to the Triennial Review Order in the TRO Arbitration (an "Approved Amendment"): (i) the terms of such Approved Amendment shall be deemed to amend this adoption effective on the effective date of such Commission order, (ii) Neutral Tandem agrees to be bound by the terms of such Approved Amendment effective on the effective date of such Commission order, and (iii) Verizon and Neutral Tandem shall execute an amendment to this adoption to memorialize that this adoption is amended by the terms of such Approved Amendment effective on the effective date of such Commission order; provided, however, failure by either party to do so shall not be cited as a basis for contesting the effectiveness of the provisions in subsections (i) and (ii) above.
  - C. Notice to Neutral Tandem and Verizon as may be required or permitted under the Terms shall be provided as follows:

To Neutral Tandem-Florida, LLC:

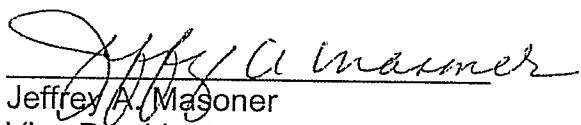
# PUBLIC VERSION

## SIGNATURE PAGE

Please arrange for a duly authorized representative of Neutral Tandem to sign this letter in the space provided below and return it to Verizon.

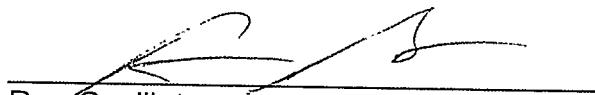
Sincerely,

VERIZON FLORIDA INC.

  
\_\_\_\_\_  
Jeffrey A. Masoner  
Vice President  
Interconnection Services Policy & Planning  
11/29/05  
DATE

Reviewed and countersigned as to Paragraph 1:

NEUTRAL TANDEM-FLORIDA, LLC

  
\_\_\_\_\_  
Ron Gavillet  
EVP & General Counsel  
11/27/05  
DATE

c: Kathy Robertson - Verizon

# **PUBLIC VERSION**

## **AGREEMENT**

**by and between**

**US LEC OF FLORIDA INC.**

**and**

**VERIZON FLORIDA INC.,  
f/k/a GTE FLORIDA INCORPORATED**

**FOR THE STATE OF**

**FLORIDA**

# PUBLIC VERSION

## AGREEMENT

### PREFACE

This Agreement ("Agreement") shall be deemed effective as of September 8, 2003 (the "Effective Date"), between US LEC of Florida Inc. ("US LEC"), a corporation organized under the laws of the State of North Carolina, with offices at 6801 Morrison Boulevard, Charlotte, North Carolina 28211 and Verizon Florida Inc., f/k/a GTE Florida Incorporated ("Verizon"), a corporation organized under the laws of the State of Florida with offices at 201 N. Franklin Street, Tampa, Florida 33602-5167 (Verizon and US LEC may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

### GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, pursuant to Section 252 of the Act, Verizon and US LEC hereby agree as follows:

#### 1. The Agreement

- 1.1 This Agreement includes: (a) the Principal Document; (b) the Tariffs of each Party applicable to the Services that are offered for sale by it in the Principal Document (which Tariffs are incorporated into and made a part of this Agreement by reference); and, (c) an Order by a Party that has been accepted by the other Party.
- 1.2 Except as otherwise expressly provided in the Principal Document (including, but not limited to, the Pricing Attachment), conflicts among provisions in the Principal Document, Tariffs, and an Order by a Party that has been accepted by the other Party, shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) the Principal Document; (b) the Tariffs; and, (c) an Order by a Party that has been accepted by the other Party. The fact that a provision appears in the Principal Document but not in a Tariff, or in a Tariff but not in the Principal Document, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 1.2.
- 1.3 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof. Except as otherwise provisioned in the Principal Document, the Principal Document may not be waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, a Party shall have the right to add, modify, or withdraw, its Tariff(s) at any time, without the consent of, or notice to, the other Party.

#### 2. Term and Termination

- 2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until September 7, 2005 (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.
- 2.2 Either US LEC or Verizon may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the

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- Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.
- 2.3 If either US LEC or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either US LEC or Verizon has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 12), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between US LEC and Verizon; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 If either US LEC or Verizon provides notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither US LEC nor Verizon has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff or SGAT.

## **3. Glossary and Attachments**

The Glossary and the following Attachments are a part of this Agreement:

- Additional Services Attachment
- Interconnection Attachment
- Resale Attachment
- UNE Attachment
- Collocation Attachment
- 911 Attachment
- Pricing Attachment

## **4. Applicable Law**

- 4.1 The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the State of Florida, without regard to its conflicts of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws.
- 4.2 Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement.
- 4.3 Neither Party shall be liable for any delay or failure in performance by it that results from requirements of Applicable Law, or acts or failures to act of any governmental entity or official.
- 4.4 Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects, the notifying Party's ability to perform its obligations under this Agreement.
- 4.5 If any provision of this Agreement shall be invalid or unenforceable under Applicable Law, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision;

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INTERCONNECTION ADOPTION AGREEMENT/AT&T-9STATE

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AT&T-9STATE/Neutral Tandem

VERSION - 11/26/07

## AGREEMENT

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between Neutral Tandem – Florida, LLC, Neutral Tandem – Georgia, LLC, and Neutral Tandem – Kentucky, LLC collectively ("Neutral Tandem"), all of which are Delaware corporations on behalf of itself, and BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee, ("AT&T"), having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

**WHEREAS**, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

**WHEREAS**, pursuant to Section 252(i) of the Act, for purposes of this Agreement, CLEC has adopted the Comcast Phone, LLC and Comcast Phone II, Inc. for the States of Florida, Georgia, and Kentucky ("the MFN Agreement");

**WHEREAS**, Neutral Tandem has requested that AT&T make available the interconnection agreement in its entirety executed between AT&T and Comcast Phone, LLC and Comcast Phone II, Inc. dated September 25, 2005 **for the state(s) of Florida, Georgia, and Kentucky**.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants of this Agreement, Neutral Tandem and AT&T hereby agree as follows:

1. Neutral Tandem and AT&T shall adopt in its entirety the Comcast Phone, LLC and Comcast Phone II, Inc. Interconnection Agreement dated September 25, 2005 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The Comcast Phone, LLC and Comcast Phone II, Inc. Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	7
Comcast Phone, LLC and Comcast Phone II, Inc. Interconnection Agreement	448
<b>TOTAL</b>	<b>455</b>

2. In the event that Neutral Tandem consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of Neutral Tandem under this Agreement.

3. The term of this Agreement shall be from the Effective Date as

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set forth above and shall expire as set forth in Section 2, General Terms and Conditions of the Comcast Phone, LLC and Comcast Phone II, Inc. Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section 2 of the Comcast Phone, LLC and Comcast Phone II, Inc. Interconnection Agreement, the effective date shall be thirty (30) days following the date of the last signature.

4. Neutral Tandem shall accept and incorporate any amendments to the Comcast Phone, LLC and Comcast Phone II, Inc. Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

5. In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement (including intervening law rights asserted by either Party via written notice as to the Separate Agreement), with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review.

6. Every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

## AT&T

AT&T Local Contract Manager  
600 North 19<sup>th</sup> Street, 8<sup>th</sup> floor  
Birmingham, Alabama 35203

and

Business Markets Attorney  
Suite 4300  
675 W. Peachtree St.  
Atlanta, GA 30375

Neutral Tandem – Florida, LLC  
Neutral Tandem – Georgia, LLC  
Neutral Tandem – Kentucky, LLC

Ron Gavillet  
1 South Wacker, Suite 200  
Chicago, IL 60606  
312.384.8040 voice  
312.346.3276 fax  
[rgavillet@neutraltandem.com](mailto:rgavillet@neutraltandem.com)

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the

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absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

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INTERCONNECTION ADOPTION AGREEMENT/AT&T-9STATE  
 SIGNATURE PAGE  
AT&T-9STATE/Neutral Tandem  
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Neutral Tandem - Florida, LLC  
 Neutral Tandem - Georgia, LLC  
 Neutral Tandem - Kentucky, LLC

By:

Name: DAVID JATAJ

Title: VP BILLING & REVENUE

Date:

1/10/08

BellSouth Telecommunications, Inc. d/b/a  
 AT&T Alabama, AT&T Florida, AT&T Georgia,  
 AT&T Kentucky, AT&T Louisiana, AT&T  
 Mississippi, AT&T North Carolina, AT&T South  
 Carolina and AT&T Tennessee

By:

Name: Kristen E. Shore

Title: Director

Date:

1/15/08

	<u>OCN #</u>	<u>ACNA</u>		<u>OCN #</u>	<u>ACNA</u>
ALABAMA			MISSISSIPPI		
FLORIDA	<u>937C</u>	<u>OWS</u>	NORTH CAROLINA		
GEORGIA	<u>067D</u>	<u>OWS</u>	SOUTH CAROLINA		
KENTUCKY	<u>896E</u>	<u>OWS</u>	TENNESSEE		
LOUISIANA					

1.3 Should Comcast Phone's certification in any state be rescinded or otherwise terminated, BellSouth may, at its election, terminate this Agreement in accordance with any applicable Commission rules for termination. As permitted by Commission rules, BellSouth may refuse to provide services hereunder in that state until certification is reinstated in that state. Comcast Phone shall provide an effective certification to do business issued by the secretary of state or equivalent authority in each state covered by this Agreement.

**2. Term of the Agreement**

2.1 The term of this Agreement shall be three years, beginning on the Effective Date and shall apply to the BellSouth territory in the state of Florida, Georgia and Kentucky. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.

2.2 The Parties agree that no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement").

2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252.

2.4 If, as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, and the Parties are not yet in arbitration, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is actively being negotiated in good faith or alternatively, a timely petition has been filed with the respective Commission and the Subsequent Agreement is subject to the respective Commission arbitration pursuant to 252 of the Act. Upon conversion to a month-to-month term, during such negotiations, provided that the Parties are not in arbitration, then either Party, in its discretion, may terminate this Agreement upon sixty (60) days written notice to the other Party. Notwithstanding the foregoing, the Agreement cannot be terminated prior to 180 days after the original expiration date. In the event that BellSouth terminates this Agreement as provided herein, BellSouth shall continue to provide services to Comcast Phone pursuant to the terms, conditions and rates set forth in BellSouth's standard interconnection agreement then in effect and made available to CLECs requesting negotiations pursuant to Section 251 of the Act. If the Parties are actively pursuing good faith negotiations for a Subsequent Agreement or a transition plan from this Agreement, except as expressly provided, neither Party shall refuse to provide services to the other Party during the negotiation of the Subsequent Agreement or the transition from this Agreement to the Subsequent Agreement.

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**INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT  
FOR THE STATE OF FLORIDA**

**Effective: March 1, 2007  
Expiration: February 28, 2009**

**Neutral Tandem-Florida LLC**

*and*

**Embarq Florida, Inc.**

*Embarq – Neutral Tandem-Florida LLC  
Interconnection, Collocation And Resale Agreement-FL  
Effective: March 1, 2007*

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## INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT

This Interconnection, Collocation and Resale Agreement (the "Agreement"), dated this *1st* day of *March*, 2007, is entered into by and between **Neutral Tandem-Florida LLC** ("CLEC"), a Delaware limited liability company, and **Embarq Florida, Inc.** ("Embarq"), a Florida corporation, to establish the rates, terms and conditions for local interconnection, collocation, local resale, and purchase of unbundled Network Elements (individually referred to as the "service" or collectively as the "services").

WHEREAS, the Parties wish to interconnect their local exchange networks for the purposes of transmission and termination of calls, so that customers of each can receive calls that originate on the other's network and place calls that terminate on the other's network, and for CLEC's use in the provision of exchange access ("Local Interconnection"); and

WHEREAS, CLEC wishes to purchase Telecommunications Services for resale to others, and Embarq is willing to provide these services; and

WHEREAS, CLEC wishes to purchase unbundled Network Elements, ancillary services and functions and additional features ("Network Elements") for the provision of Telecommunications Services to others, and Embarq is willing to provide unbundled Network Elements and services; and

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the Commission; and

WHEREAS, the Parties wish to replace any and all other prior agreements, written and oral, applicable to the state of **Florida**.

Now, therefore, in consideration of the terms and conditions contained in this Agreement, CLEC and Embarq hereby mutually agree as follows:

*Embarq – Neutral Tandem-Florida LLC  
Interconnection, Collocation And Resale Agreement-FL  
Effective: March 1, 2007*

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the applicability of such order or the resulting appropriate modifications to this Agreement, either party may invoke the Dispute Resolution provisions of this Agreement, it being the intent of the parties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the Amended Rules. Embarq may charge rates to CLEC under this Agreement that are approved by the Commission in a generic cost proceeding, whether such action was commenced before or after the Effective Date of this Agreement, as of the effective date of the Commission decision.

- 4.4. In the event that as a result of any effective decision, order, or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, Embarq determines that it is not required to furnish any service, facility, arrangement, or benefit required to be furnished or provided to CLEC under this Agreement, then Embarq may discontinue any service, facility, arrangement, or benefit ("Discontinued Arrangement") to the extent permitted by any such decision, order, or determination by providing sixty (60) Days written notice to CLEC. Immediately upon provision of such written notice to CLEC, CLEC will be prohibited from ordering and Embarq will not provide new Discontinued Arrangements.

## 5. TERM AND TERMINATION

- 5.1. This Agreement shall be deemed effective upon the Effective Date first stated above, and continue for a period of two years until February 28, 2009 ("End Date"), unless earlier terminated in accordance with this Section 5, provided however that if CLEC has any outstanding past due obligations to Embarq or any of Embarq's affiliates, this Agreement will not be effective until such time as any past due obligations with Embarq are paid in full. This agreement shall become binding upon execution by the Parties. No order or request for services under this Agreement shall be processed before the Effective Date, except as otherwise agreed to in writing by the Parties. No order or request for services under this Agreement shall be processed before CLEC has established a customer account with Embarq and has completed the Implementation Plan described in this Agreement.
- 5.2. In the event of either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due, the non-defaulting Party may immediately terminate this Agreement in whole or in part if the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within sixty (60) Days after written notice thereof. The non-defaulting Party may pursue all available legal and equitable remedies for such breach.
- 5.3. Embarq may terminate this Agreement upon ten (10) Days notice if CLEC is not exchanging traffic with Embarq or has not submitted orders pursuant to this Agreement within one-hundred-eighty (180) Days of the Effective Date. In addition, Embarq reserves the right to terminate this Agreement immediately upon notice from the CLEC that it has ceased doing business in this state. In addition to notice from CLEC, Embarq may utilize any publicly available information in concluding that CLEC is no longer doing business in this state, and immediately terminate this Agreement.
- 5.4. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated in this Agreement to survive termination.
- 5.5. Notwithstanding the above, should Embarq sell or trade substantially all the assets in an exchange or group of exchanges that Embarq uses to provide Telecommunications Services, then Embarq may terminate this Agreement in whole or in part as to that particular exchange or group of exchanges upon sixty (60) Days prior written notice.

*Embarq – Neutral Tandem-Florida LLC  
Interconnection, Collocation And Resale Agreement-FL  
Effective: March 1, 2007*

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- 99.1. CLEC warrants that it has had no dealings with any broker or agent in connection with this Agreement, and covenants to pay, hold harmless and indemnify Embarq from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Agreement or the negotiation thereof.
- 99.2. Submission of this instrument for examination or signature by Embarq does not constitute a reservation of or option for license, and it is not effective, as a license or otherwise, until execution and delivery by both Embarq and CLEC.
- 99.3. Neither Embarq nor its agents have made any representation or warranties with respect to the Collocation Space of this Agreement except as expressly set forth herein; no rights, easements, or licenses shall be acquired by CLEC by implication or otherwise unless expressly set forth herein.
- 99.4. In the event of work stoppages, Embarq may establish separate entrances for use by personnel of CLEC or the Approved Contracts provisioning on the behalf of the CLEC. CLEC shall comply with any emergency operating procedures established by Embarq to deal with work stoppages.
- 99.5. The individuals executing this Agreement on behalf of CLEC represent and warrant to Embarq they are fully authorized and legally capable of executing this Agreement on behalf of CLEC.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and accepted by its duly authorized representatives.

"CLEC"  
Neutral Tandem-Florida LLC

By: David Tatak  
Name : David Tatak  
Title: VP - Billing & Revenue Services  
Date: 3/22/07

"Embarq"  
Embarq Florida, Inc.

By: William E. Cheek  
Name: William E. Cheek  
Title: President Wholesale Markets  
Date: 3/27/07

Embarq - Neutral Tandem-Florida LLC  
Interconnection, Collocation And Resale Agreement-FL  
Effective: March 1, 2007

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## **EXHIBIT C NUMBERING AUTHORIZATION APPLICATION OF SKYE TELECOM, LLC**

### **KEY MANAGEMENT AND TECHNICAL PERSONNEL**

The following are the names, titles, and brief biographies of Skytel's key management and technical personnel are as follows:

**Christopher Bardos – President**  
**[chris@skyetel.com](mailto:chris@skyetel.com)**  
**(360) 986-5200**

Chris Bardos began his telecom career in 2011 when he consulted for small businesses and enterprises on telecom deployments. In 2013, he was awarded the CIO of the Year by Frost and Sullivan for Unified Communications for one of those deployments. In 2014, he began a consulting company explicitly for carrier services and in 2016 founded Skye Telecom. Skye Telecom has customers throughout the country and all provinces in Canada. During his tenor at Skye Telecom, he has managed tens of thousands of port orders, phone number route changes and feature requests. Additionally, Chris managed all aspects of Skye Telecom's operations to include remaining compliant in all service areas, maintaining relationships with upstream vendors and establishing new markets as Skye Telecom grows.

**Joshua Riffle, M.S. - DevOps Manager**  
**[josh@skyetel.com](mailto:josh@skyetel.com)**  
**(360) 986-5200**

Joshua Riffle is a lead development and systems engineer across a wide range of software languages, frameworks, and system architectures at Skye Telecom. He graduated from Azusa Pacific University in 2006, completing a degree in Computer Science and in 2016 with a masters degree in Information Technology. From 2007, he served in roles that included Consultant, System Administrator, Senior Software Engineer, and Lead DevOps Engineer. During his tenure

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at Skye Telecom, Josh and his team have managed hundreds of millions of phone calls and is directly responsible for maintaining an exceptionally high call delivery success rate in all Skye Telecom's service areas. Additionally, the inventory system designed by Josh has successfully managed hundreds of thousands of phone numbers, and tens of thousands of Port Request Submissions, Feature Changes, and Routing updates.

**Brian Green - Sr. DevOps Engineer**  
**brian@skyetel.com**  
**(360) 986-5200**

Brian Green joined Skye Telecom in 2017. Brian has been recognized repeatedly for his support to many thousands of end users nationwide. His work was specifically recognized in 2012 by the State of California by being awarded Business Partner of the Year through nomination by local non-profit organizations. He is a graduate of California State University, San Bernardino, with a B.S. in Computer Science. During his tenure at Skye Telecom, Brian has served in a variety of roles; from providing direct end user support, to serving as the bridge between Skye Telecom's support department and porting department. He and his team have diagnosed and resolved tens of thousands of support requests, has worked with dozens of upstream carriers and vendors to resolve technical issues, and has himself processed many thousands of port requests during busy periods. Brian is highly regarded by Skye Telecom's customer base for his generosity, kindness and patience and serves as a key part of its excellence.

**Kari Sexton, M.A. - LNP & Provisioning Director**  
**kari@skyetel.com**  
**(360) 986-5200**

Kari Sexton serves as Skye Telecom's Provisioning Director and is primarily responsible for all Skye Telecom's Port Requests and number ordering. She graduated from Azusa Pacific University with a B.A. in Psychology and later went on to earn a Masters degree. During her

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tenure at Skye Telecom, Kari and her team have managed tens of thousands of port orders from across the country and all provinces in Canada. Furthermore, she maintains all Skye Telecom's relationships with porting agents with other CLECs and other telecom providers, and handles all port order changes and ensures minimal disruption to end users during the porting process.