

THOMAS LYNCH & ASSOCIATES

TELECOMMUNICATIONS ATTORNEYS

WWW.TELECOMLAWYERS.COM

November 16, 2021

REDACTED FOR PUBLIC INSPECTION

Via ECFS Filing

Secretary, Federal Communications Commission
Washington, DC 20554
Attn: Wireline Competition Bureau

RE: Request for Confidential Treatment of Filing of Bare Telecom LLC; *Application of Bare Telecom LLC for Authorization to Obtain Numbering Resources Pursuant to Section 52.15(g) of the Commission's Rules, WC Docket No. 21-*_____

Dear Ms. Dortch:

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

Bare 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 accord confidential treatment to Exhibit A to the application because that document contains sensitive trade secrets and commercial information that falls within Exemption 4 of the Freedom of Information Act ("FOIA").¹ Bare is voluntarily providing this information, "of a kind that would not customarily be released to the public"; therefore, this information is "confidential" under FOIA.² Moreover, Bare would suffer substantial competitive harm if this information were disclosed.³

Exhibit A is accordingly marked with the header "SUBJECT TO REQUEST FOR CONFIDENTIAL TREATMENT - NOT FOR PUBLIC INSPECTION."

¹ 5 U.S.C. § 552(b)(4).

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

³ See *National Parks and Conservation Ass'n v. Morton*, 498 F.2d 765 (D.C. Cir. 1974).

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

1. IDENTIFICATION OF THE SPECIFIC INFORMATION FOR WHICH CONFIDENTIAL TREATMENT IS SOUGHT.⁵

Bare seeks confidential treatment of Exhibit A to the enclosed application.

2. DESCRIPTION OF CIRCUMSTANCES GIVING RISE TO THE SUBMISSION.⁶

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

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

The information for which Bare seeks confidential treatment contains sensitive commercial information "which would customarily be guarded from competitors."⁸ Exhibit A describes the agreement between Bare and its carrier partner and contains proprietary commercial information concerning Bare's network, customers, and services.

4. EXPLANATION OF THE DEGREE TO WHICH THE INFORMATION CONCERN'S A SERVICE THAT IS SUBJECT TO COMPETITION.⁹

Exhibit A contains information relating to commercial matters that could be used by competitors to Bare's disadvantage. Bare 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 Bare could compromise Bare's position in this highly competitive industry. Release would therefore result in substantial competitive harm to Bare.

5. EXPLANATION OF HOW DISCLOSURE OF THE INFORMATION COULD RESULT IN SUBSTANTIAL COMPETITIVE HARM.¹⁰

⁴ 47 C.F.R. § 0.459(b).

⁵ 47 C.F.R. § 0.459(b)(1).

⁶ 47 C.F.R. § 0.459(b)(2).

⁷ 47 C.F.R. § 0.459(b)(3).

⁸ 47 C.F.R. § 0.457(d)(2).

⁹ 47 C.F.R. § 0.459(b)(4).

¹⁰ 47 C.P.R. § 0.459(b)(5).

Competitors could use Bare's proprietary commercial and operational information to Bare's detriment as they would gain access to sensitive information about how Bare provides services as well as about Bare'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.¹¹

Bare 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.¹²

Bare has not previously disclosed the information in Exhibit A.

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

Bare 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 BARE BELIEVES MAY BE USEFUL IN ASSESSING WHETHER ITS REQUEST FOR CONFIDENTIALITY SHOULD BE GRANTED.¹⁴

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

Any questions you may have regarding this filing should be directed to my attention at 410-349-4990 or via email to tlynch@telecomlawyers.com. Thank you for your assistance in this matter.

Sincerely,



Thomas Lynch
Counsel for Bare Telecom LLC

¹¹ 47 C.P.R. § 0.459(b)(6).

¹² 47 C.F.R. § 0.459(b)(7).

¹³ 47 C.F.R. § 0.459(b)(8).

¹⁴ 47 C.F.R. § 0.459(b)(9).

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of)
)
Bare Telecom LLC)
Application for Authorization to Obtain) WC Docket No. 21- _____
Numbering Resources Pursuant to Section)
52.15(g) of the Commission's Rules)

**APPLICATION OF BARE TELECOM LLC FOR AUTHORIZATION TO
OBTAIN NUMBERING RESOURCES**

Bare Telecom LLC ("Bare" or "Company"), pursuant to Section 52.15(g)(3)(i) of the Commission's Rules, respectfully requests authorization to obtain numbering resources as described below.

Under the Commission's *Numbering Order*,¹ 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 Section 52.15.(g)(3)(i)(A)-(G) of the Commission's Rules. Bare hereby requests the Commission grant it that authorization. In support of this application, Bare provides the following information:

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

A. § 52.15(g)(3)(i)(A)

Name: Bare Telecom LLC
Address: 444 W. Ocean Blvd, 8th Floor
City: Long Beach
State: CA
ZIP Code: 90802
Telephone: 951-294-4547

¹

Numbering Policies for Modern Communications, FCC 15-70 (rel. June 22, 2015).

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

Name: Christopher Bare
Address: 444 W. Ocean Blvd, 8th Floor
City: Long Beach
State: CA
ZIP Code: 90802
Telephone: 951-294-4547

B. § 52.15(g)(3)(i)(B)

Bare 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. The Company hereby also acknowledges that grant of the authorization sought by this application is subject to compliance with industry guidelines and practices regarding numbering, as applicable to telecommunications carriers. The numbering resources that are the subject of this Application will be used to provide interconnected VoIP services initially in California, however the Company anticipates that it will provide VoIP services nationwide, and accordingly, will request numbers from other states in turn after its initial request in California. Accordingly, to the extent required, Bare requests the Commission grant it authority to obtain numbering resources in all states.

C. § 52.15(g)(3)(i)(C)

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

D. § 52.15(g)(3)(i)(D)

Bare submits that it is capable of providing service within (60) days of the numbering resources activation date in accordance with Commission Rule Section 52.15(g)(2)² because of the existing inventory of numbers assigned by Bare, but obtained from other sources, that will be ported by current Bare administrative staff. Bare is an interconnected VoIP provider that intends to provide VoIP services in the state of California utilizing the facilities of its CLEC partner with which it has an agreement in place for routing traffic to the PSTN. The Company has entered into an Interconnection Agreement with a CLEC partner to provide interconnection to the PSTN for routing its VoIP traffic to ILECs. A copy of this agreement is attached as Exhibit A to this Application. Bare respectfully requests this agreement be accorded confidential treatment, pursuant to §0.459 of the Commission's rules.³ Pursuant to this agreement, the CLEC partner will host the Company's numbers on its switches and provide connectivity to the PSTN for inbound calls to Bare numbers. As Exhibit B, Bare provides evidence of PSTN interconnection between Bare's carrier partner and an incumbent local exchange carrier ("ILEC") in California.

Bare's focus is on business IP communications. The company has developed a network and software service that is feature rich, stable and scalable from the ground up. The Company serves all business sizes, from large global companies to enterprise and small businesses. The Company has highly skilled, technical employees on staff to ensure the Company will be able to provide service within the 60-day timeframe.

² 47 C.F.R. §52.15(g)(2).

³ 47 C.F.R. §0.459. The agreement contains trade secret information that is not publicly available, the disclosure of which would cause economic harm to Bare.

E. § 52.15(g)(3)(i)(E)

Bare 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.

F. § 52.15(g)(3)(i)(F)

Bare 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 services. Bare's key management and technical personnel are listed below. None of the identified personnel are being or have been investigated by the Commission or any law enforcement or regulatory agency for failure to comply with any law, rule, or order.

Key Personnel:

Chief Executive Officer – Christopher Bare

Chief Technology Officer – Robert Bare

G. § 52.15(g)(3)(i)(G)

Bare 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), Bare 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. Bare 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, Bare respectfully requests the Commission grant this Application for authorization to obtain numbering resources directly from the Numbering Administrators.

Respectfully submitted,

/s/ Thomas M. Lynch

Thomas M. Lynch
6 Carrols Tract Rd, No. 506
Fairfield, PA 17320

Counsel for Bare Telecom LLC

Submitted on November 16, 2021

REDACTED - FOR PUBLIC INSPECTION

EXHIBIT A

CLEC AGREEMENT

Subject to request for confidential treatment - not for public inspection

REDACTED - FOR PUBLIC INSPECTION

EXHIBIT B

EVIDENCE OF PSTN INTERCONNECTION

See attached.

**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

Signature: eSigned - John Schoder

Name: eSigned - John Schoder
 (Print or Type)

Title: CMO
 (Print or Type)

Date: 22 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

Signature: eSigned - William A. Bockelman

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

Title: Director
 (Print or Type)

Date: 25 Oct 2016

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

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

Description	ACNA Code(s)
ACNA(s)	OWS

**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 California¹ (“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

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

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.

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: John Burnside

Print Name: JOHN BURNIDE

Title: PRESIDENT

Date Signed: 6/16/04

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

By: Mike Aunbauh

Print Name: Mike Aunbauh

Title: For/President - Industry Markets

Date Signed: JUN 29 2004

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

by and between

PACIFIC BELL

and

**MCIMETRO ACCESS TRANSMISSION
SERVICES LLC**

- 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.

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.

CERTIFICATION

I, Chris Bare, hereby certify under penalty of perjury that I am the President of Bare Telecom LLC; that I have read the foregoing document and know the contents thereof; and that the it is true of my own knowledge, except to those matters therein stated upon information and belief, and as to those matters I believe them to be true.

Certified this 16 day of November, 2021.

Chris Bare
Chris Bare
President
Bare Telecom LLC