



Laura Garfinkel | Director  
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Cellular: 973-760-9218  
Office: 770-637-8308

Feb 14, 2023

**VIA ECFS & FIRST-CLASS MAIL**

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 3 Com, LLC.;  
*Application of 3 Com, 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, 3 Com, LLC. ("3 Com"), 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 first-class mail.

3 Com 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> 3 Com, LLC. 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, 3 Com 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> 3 Com 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).

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

3 Com, LLC. 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 3 Com's facilities readiness as required by Section 52.15(b)(3)(i)(D) of the Commission's rules, 3 Com 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 3 Com seeks confidential treatment contains sensitive commercial information which would customarily be guarded from competitors.<sup>8</sup> *Exhibit A* describes the agreement between 3 Com and its carrier partner and contains proprietary commercial information concerning the operations and pricing of 3 Com, LLC. 's carrier partner and 3 Com's network, services, and operating costs and expenses.

**4. EXPLANATION OF THE DEGREE TO WHICH THE INFORMATION CONCERN'S 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 3 Com's disadvantage. 3 Com 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 3 Com could compromise 3 Com's position in this highly competitive industry. Release would therefore result in substantial competitive harm to 3 Com.

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

Competitors could use 3 Com's proprietary commercial and operational information to 3 Com's detriment as they would gain access to sensitive information about how 3 Com provides services as well as about 3 Com's commercial agreements with others in the market that are not normally disclosed to the public.

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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).

**PUBLIC VERSION**

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

3 Com 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>**

3 Com 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>**

3 Com 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 3 COM, LLC. BELIEVES MAY BE USEFUL IN ASSESSING WHETHER ITS REQUEST FOR CONFIDENTIALITY SHOULD BE GRANTED.<sup>14</sup>**

The information concerns 3 Com'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 (973) 760-9218 or via email to [laura.garfinkel@clacconnect.com](mailto:laura.garfinkel@clacconnect.com). Thank you for your assistance in this matter.

Respectfully Submitted,



Laura Garfinkel; Director  
("CLA") CliftonLarsonAllen LLP  
3575 Piedmont Road Northeast,  
Building 15; Suite 1550  
Atlanta GA, 30305  
Phone: 973-760-9218  
Fax: 866-611-5443  
Email: [Laura.Garfinkel@clacconnect.com](mailto:Laura.Garfinkel@clacconnect.com)  
*Attorney in Fact for 3 Com, LLC.*

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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).

**PUBLIC VERSION**

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

*In the Matter of* )  
 )  
3 COM, LLC. ) WC Docket No. 20 - \_\_\_\_\_  
 )  
For Authorization to Obtain Numbering )  
Resources Pursuant to Section 52.15(g) of )  
The Commission's Rules )

**APPLICATION OF 3 COM, LLC. FOR AUTHORIZATION TO OBTAIN  
NUMBERING RESOURCES**

3 COM, LLC. (“3 COM”), 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. 3 COM a VoIP provider, hereby requests the Commission grant it that authorization. In support of this application, 3 COM 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).

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

§ 52.15(g)(3)(i)(A)

**Name:** 3 COM, LLC.

**Physical Address:** 525 Cleveland Massillion Road  
Akron, OH 44333

**Mailing Address:** 525 Cleveland Massillion Road  
Akron, OH 44333

**Telephone:** Toll Free: 888-251-5353

Local Number: 949-229-1599

**Company Fax:** 234-200-0588

**Qualified Personnel:** David Singer; President

**Company Website:** [www.3com.tel](http://www.3com.tel)

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

**Physical Address:** 525 Cleveland Massillion Road  
Akron, OH 44333

**Mailing Address:** 525 Cleveland Massillion Road  
Akron, OH 44333

**Telephone:** 949-229-1599

**Email:** [david@3com.tel](mailto:david@3com.tel)

(B) § 52.15(g)(3)(i)(B)

3 COM 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.

3 COM 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)**

3 COM 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.

**(D) § 52.15(g)(3)(i)(D)**

3 COM hereby sets forth its capability to provide service within 60 days of the numbering resources activation date. 3 COM intends to initially provide VoIP services in the New York State and New Jersey through its own facilities and those of its CLEC partner with which it has arrangements in place for routing traffic to the PSTN. Under its current agreements and established procedures, 3 COM 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, 3 COM has attached to this application, as *Exhibit A*, a confidential agreement between 3 COM and its carrier partner providing that the carrier partner will provide switching and transport services for traffic associated with 3 COM's numbers and, in that connection, provide connectivity to the PSTN for inbound calls to and outbound calls from 3 COM numbers. (3 COM has requested confidential treatment under the Commission's rules for *Exhibit A*.) Also attached, as *Exhibit B*, is evidence of interconnection agreements between 3 COM's carrier partner and incumbent local exchange carriers in New York State and the state of New Jersey.

**(E) § 52.15(g)(3)(i)(E)**

3 COM 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. 3 COM holds the FRN #0031861388 and the USAC 499 Filer ID # 834956.

**(F) § 52.15(g)(3)(i)(F)**

3 COM hereby certifies that it has the managerial, financial and technical expertise to provide reliable service to Customers. 3 COM is financially stable, is led by an, experienced and seasoned management team with substantial leadership experience in the telecommunications and technology industry. Additionally 3 COM has sound, complete and strong technical expertise along with the infrastructure in place to provide reliable numbering and related VoIP services.

3 COM far exceeds the technical qualifications necessary to provide and maintain successful operations within its given service area. 3 COM also has the capabilities to efficiently port and place numbers into service and successfully route calls. Additionally, 3 COM key management team has long term experience and expertise in the telecommunications field along with having with deep experience in number porting therefore enabling 3 COM along with its carrier partners, to create routing arrangements that seamlessly deliver calls to numbers directly assigned to 3 COM.

PUBLIC VERSION

3 COM's personnel have extensive business and management experience in telecommunications and technology related businesses and in serving its targeted customer segment, including telecommunications carriers, IP service providers, and business customers of IP, communications, information and technology services. These individuals lead a team that is highly qualified to manage the technical and functional operations of 3 COM throughout its service area. 3 COM's key management and technical team members are listed below and also in exhibit C. 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:**<sup>2</sup> Mr. David Singer, President

**(G) § 52.15(g)(3)(i)(G)**

3 COM 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), 3 COM 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. 3 COM 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, 3 COM, LLC. respectfully requests the Commission grant this application for authorization to obtain numbering resources.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Laura Garfinkel", is placed above a solid horizontal line.

Laura Garfinkel; Director  
("CLA") CliftonLarsonAllen LLP  
3575 Piedmont Road Northeast,  
Building 15; Suite 1550  
Atlanta GA, 30305  
Phone: 973-760-9218  
Fax: 866-611-5443  
Email: [Laura.Garfinkel@clacconnect.com](mailto:Laura.Garfinkel@clacconnect.com)  
*Attorney in Fact for 3 Com, LLC.*

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<sup>2</sup> Attached hereto, as **Exhibit C**, are the names, titles, biographies, and contact information of 3 COM, LLCs key management and technical personnel.

**EXHIBIT A**  
**CONFIDENTIAL MATERIALS OMITTED**

**AGREEMENT**  
**BETWEEN 3 COM, LLC, AND CARRIER PARTNER**

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

## **EXHIBIT B**

### **CARRIER PARTNER-LOCAL EXCHANGE CARRIER AGREEMENTS**

#### **NEW JERSEY & NEW YORK STATE**

**AGREEMENT**

**by and between**

**PEERLESS NETWORK OF NEW JERSEY, LLC**

**and**

**VERIZON NEW JERSEY INC.**

**FOR THE STATE OF**

**NEW JERSEY**

## **AGREEMENT**

### **PREFACE**

This Agreement ("Agreement") shall be deemed effective as of October 28, 2008 (the "Effective Date"), between Peerless Network of New Jersey, LLC ("PN"), a limited liability company organized under the laws of the State of Delaware, with offices at 225 W. Washington Street, Suite 1285, Chicago, IL 60606 and Verizon New Jersey Inc. ("Verizon"), a corporation organized under the laws of the State of New Jersey with offices at 540 Broad Street, Newark, NJ 07102 (Verizon and PN 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 PN 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, 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 PN.

- 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 October 27, 2010 (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 PN 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 PN or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either PN 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 PN and Verizon; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 If either PN 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 PN 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 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

## **4. Applicable Law**

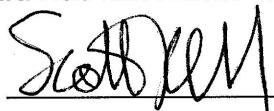
- 4.1 The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the

**SIGNATURE PAGE**

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

**PEERLESS NETWORK OF NEW JERSEY, LLC**

By:

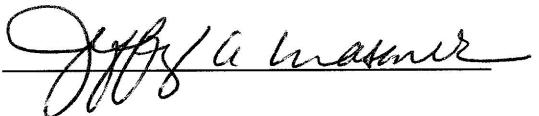


Printed: Scott Kell

Title: Chief Operating Officer

**VERIZON NEW JERSEY INC.**

By:



Printed: Jeffrey A. Masoner

Title: Vice President - Interconnection Services

140 West Street  
27<sup>th</sup> Floor  
New York, NY 10007-2109  
Tel (212) 321-8136  
Fax (212) 962-1687  
[keefe.b.clemons@verizon.com](mailto:keefe.b.clemons@verizon.com)

**Keefe B. Clemons**  
Associate General Counsel – NY & CT



October 16, 2007

**BY HAND**

Honorable Jaclyn A. Brilling  
Secretary  
New York Public Service Commission  
Three Empire State Plaza  
Albany, New York 12223

**Re: Interconnection Agreement between  
Verizon New York Inc. and Peerless Network of New York, LLC**

Dear Secretary Brilling:

Enclosed please find the Interconnection Agreement, effective October 11, 2007, between Verizon New York Inc. and Peerless Network of New York, LLC. The contact person for Peerless Network of New York, LLC is:

Scott Kell  
Peerless Network of New York, LLC  
27 North Wacker Street, Suite 244  
Chicago, IL 60606  
(312) 282-9323  
[skell@peerlessnetwork.com](mailto:skell@peerlessnetwork.com)

If you have any questions regarding this matter, please feel free to contact me.

Respectfully submitted,

A handwritten signature in black ink that reads "Keefe B. Clemons".

Keefe B. Clemons

cc: Scott Kell (By E-Mail)

**AGREEMENT**

**by and between**

**PEERLESS NETWORK OF NEW YORK, LLC**

**and**

**VERIZON NEW YORK INC.**

**FOR THE STATE OF**

**NEW YORK**

## **AGREEMENT**

### **PREFACE**

This Agreement ("Agreement") shall be deemed effective as of October 11, 2007 (the "Effective Date"), between Peerless Network of New York, LLC ("PN"), a Limited Liability Company organized under the laws of the State of Delaware, with offices at 27 N. Wacker St., Suite 444, Chicago, IL 60606 and Verizon New York Inc. ("Verizon"), a corporation organized under the laws of the State of New York with offices at 140 West Street, New York, NY 10007 (Verizon and PN 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 PN 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, 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 PN.

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 October 10, 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 PN 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 PN or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either PN 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 PN and Verizon; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 If either PN 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 PN 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 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

## **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

**SIGNATURE PAGE**

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

**PEERLESS NETWORK OF NEW YORK, LLC**

By:



Printed: Scott Kell

Title: SVP Operations and Engineering

**VERIZON NEW YORK INC.**

By:



Printed: Gary Librizzi

Title: Director - Negotiations

## **EXHIBIT C**

### **3 COM, LLC.**

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

**EXHIBIT C**

### **3 COM KEY MANAGEMENT & TECHNICAL PERSONNEL**

#### **Mr. David Singer**

Mr. David Singer is a dynamic telecom executive with over 35 years in the telecommunications industry and is the President of 3 COM, LLC.

Mr. Singer has been involved with many successful telecommunications companies ranging from traditional CLEC's, to CMRS, to VoIP companies and has experience in all areas of operations. From management, to finance internal operations to technical and infrastructure deployment David employs a wide and vast skill set of knowledge.

Using his 16 years' experience as an electrical engineer prior to commencing in the telecom world Mr. Singer has been able to design and configure advanced systems and technology and even now with his design and development of the 3 COM, LLC network has a sophisticated network which is fully STIR/SHAKEN compliant.

In previous ventures and now with 3 COM, LLC in serving also as both an advanced customer service and support specialist and running his team, Mr. Singer has compiled an extensive toolbox to create positive telecom solutions.

Throughout the telecom industry Mr. Singer is widely known, extremely well regarded and is viewed by many in the industry as "Chief Connector". Under this moniker not only within 3 COM, LLC. but also, in the industry at large Mr. Singer continues to expand the capabilities not only the company but serves as a sage to the new entrants into the industry who are seeking to set up their own telecommunications companies.

For much of the 1980s, he traveled throughout the Far East and the United States, training telecom technicians and network engineers about how to improve their operations and customer support.

Through his many ventures and now 3 COM, LLC. Mr. Singer applies his unique vision to deliver the communications services that today's entrepreneurs and emerging companies need. His "secret sauce" is a passion for not only great pricing but also for excellent, service delivery to clients and superior customer service.

David's vision for 3 COM, LLC remains in perfect harmony with what modern business owners want. When not spinning miracles in the office,