

July 23, 2020
Via ECFS Filing

REDACTED FOR PUBLIC INSPECTION

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

RE: Request for Confidential Treatment of Filing of 200 Networks, LLC; *Application of 200 Networks, LLC for Authorization to Obtain Numbering Resources Pursuant to Section 52.15(g) of the Commission's Rules, WC Docket No. 20-*

Dear Secretary:

Pursuant to Section 52.15(g)(3)(i) of the Commission's Rules, 200 Networks, LLC ("200 Networks") hereby submits its application requesting authorization to obtain numbering resources.

200 Networks 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").¹ 200 Networks is voluntarily providing this information, "of a kind that would not customarily be released to the public"; therefore, this information is "confidential" under FOIA². Moreover, 200 Networks 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 rules⁴, 200 Networks hereby states as follows:

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

200 Networks seeks confidential treatment of Exhibit A to the enclosed application.

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

200 Networks is submitting as Exhibit A the agreement between it and its carrier partner, as proof of 200 Networks' 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 200 Networks seeks confidential treatment contains sensitive commercial information "which would customarily be guarded from competitors"⁸. Exhibit A describes the agreement between 200 Networks and its carrier partner and contains proprietary commercial information concerning 200 Networks' network, customers, and services.

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

Exhibit A contains information relating to commercial matters that could be used by competitors to 200 Networks' disadvantage. 200 Networks 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 200 Networks could compromise 200 Networks' position in this highly competitive industry. Release would therefore result in substantial competitive harm to 200 Networks.

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).

5. EXPLANATION OF HOW DISCLOSURE OF THE INFORMATION COULD RESULT IN SUBSTANTIAL COMPETITIVE HARM¹⁰

Competitors could use 200 Networks' proprietary commercial and operational information to 200 Networks' detriment as they would gain access to sensitive information about how 200 Networks provides services as well as about 200 Networks' 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

200 Networks 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

200 Networks 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

200 Networks 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.

¹⁰ 47 C.P.R. § 0.459(b)(5).

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).

July 23, 2020

Page 4 of 4

9. **OTHER INFORMATION THAT 200 NETWORKS BELIEVES MAY BE USEFUL IN ASSESSING WHETHER ITS REQUEST FOR CONFIDENTIALITY SHOULD BE GRANTED.**¹⁴

The information concerns 200 Networks' 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 407-740-3006 or via email to croesel@inteserra.com. Thank you for your assistance in this matter.

Sincerely,

/s/ Carey Roesel

Carey Roesel
Consultant to 200 Networks, LLC

cc: Omar Luna – 200 Networks
tms: FCCv2001

CR/gs

¹⁴ 47 C.F.R. § 0.459(b)(9).

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

In the Matter of)
)
200 Networks, LLC)
) WC Docket No. 20-_____
For Authorization to Obtain Numbering)
Resources Pursuant to Section 52.15(g) of)
The Commission's Rules)

**APPLICATION OF 200 NETWORKS, LLC
FOR AUTHORIZATION TO OBTAIN NUMBERING RESOURCES**

200 Networks, LLC ("200 Networks"), pursuant to Section 52.15(g)(3)(i) of the Commission's Rules, respectfully requests authorization to obtain numbering 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. 200 Networks hereby requests the Commission grant it that authorization. In support of this application, 200 Networks provides the following information:

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

A. § 52.15(g)(3)(i)(A)

Name: 200 Networks, LLC
Address: 10580 N McCarran Blvd 115-302
City: Reno
State: Nevada
ZIP Code: 89503
Telephone: (855) 378-8007

¹ *Numbering Policies for Modern Communications*, FCC 15-70 (rel. June 22, 2015).

Contact for Regulatory Requirements:

Name: Omar Luna
Address: 10580 N McCarran Blvd 115-302
City: Reno
State: Nevada
ZIP Code: 89503
Telephone: (832) 506-0905

Contact for Compliance, 911 and Law Enforcement:

NOC@200networks.com

B. § 52.15(g)(3)(i)(B)

200 Networks 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. 200 Networks hereby also acknowledges that this authorization 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 the states of Florida and Texas.

C. § 52.15(g)(3)(i)(C)

200 Networks 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)

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

To demonstrate its facilities readiness, 200 Networks will have the following resources available at its disposal: a fully integrated back office support system with the ability to schedule and process LNP orders from customers and an experienced provisioning department capable of handling bulk number ports. 200 Networks has an agreement in place with a CLEC partner to route traffic to the ILECs. 200 Networks has attached to this application, as ***Exhibit A***, an agreement between 200 Networks and its carrier

partner providing that the carrier partner will host 200 Networks' numbers on its switches and provide connectivity to the PSTN for inbound calls to 200 Networks numbers. 200 Networks has requested confidential treatment under the Commission's rules for *Exhibit A*. Also attached, as *Exhibit B*, is evidence of interconnection agreements between 200 Networks' carrier partner and local exchange carriers in the states of Florida and Texas.

E. § 52.15(g)(3)(i)(E)

200 Networks 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)

200 Networks 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 services. 200 Networks' 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:

CEO & President – Omar Luna
Technical Executive – David Shipman

G. § 52.15(g)(3)(i)(G)

200 Networks 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), 200 Networks 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. 200 Networks 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, 200 Networks respectfully requests the Commission grant this application for authorization to obtain numbering resources.

Respectfully submitted,

Carey Roesel, Inteserra Consulting Group
Consultant to 200 Networks, LLC
(407) 740-3006
croesel@inteserra.com

And

Omar Luna, CEO & President
200 Networks, LLC
10580 N McCarran Blvd 115-302
Reno, NV 89503
(832) 506-0905

July 23, 2020

Exhibit A

**AGREEMENT BETWEEN 200 NETWORKS, LLC AND
CARRIER PARTNER**

(Confidential exhibit submitted separately)

Exhibit B

(for each state listed)

**INTERCONNECTION AGREEMENTS BY AND
BETWEEN CARRIER PARTNER**

AND

**BELLSOUTH TELECOMMUNICATIONS, INC.
D/B/A AT&T FLORIDA**

AND

**SOUTHWESTERN BELL TELEPHONE, L.P.
DBA SBC TEXAS**

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(j) 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
TOTAL	455

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

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 19th Street, 8th 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

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

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.

INTERCONNECTION ADOPTION AGREEMENT/AT&T-9STATE
SIGNATURE PAGE
AT&T-9STATE/Neutral Tandem
VERSION - 11/26/07

Neutral Tandem - Florida, LLC
Neutral Tandem - Georgia, LLC
Neutral Tandem - Kentucky, LLC

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: David Tatak
Name: DAVID TATAK
Title: VP BILLING & REVENUE
Date: 1/10/08

By: Kristen E. Shore
Name: Kristen E. Shore
Title: Director
Date: 1/15/08

	<u>OCN #</u>	<u>ACNA</u>
ALABAMA		
FLORIDA	<u>937C</u>	<u>OWS</u>
GEORGIA	<u>067D</u>	<u>OWS</u>
KENTUCKY	<u>896E</u>	<u>OWS</u>
LOUISIANA		

	<u>OCN #</u>	<u>ACNA</u>
MISSISSIPPI		
NORTH CAROLINA		
SOUTH CAROLINA		
TENNESSEE		

- 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.



T. Aaron Morris
Senior Attorney
Legal

AT&T Texas
400 W. 15th Street, Suite 1030
Austin, Texas 78701

T: 512.870.5717
F: 512.870.3420
aaron.morris@att.com

May 8, 2008

Commission Filing Clerk
Public Utility Commission of Texas
1701 N. Congress Avenue
Austin, Texas 78701

RE: Docket 35525 - Joint Application of Southwestern Bell Telephone Company d/b/a AT&T Texas and Neutral Tandem-Texas, LLC for Approval of Amendment to Interconnection Agreement under PURA and the Telecommunications Act of 1996

Dear Filing Clerk:

In response to Order No. 2, Approving Amendment to Interconnection Agreement, issued April 17, 2008, attached is the complete amended interconnection agreement between Southwestern Bell Telephone Company d/b/a AT&T Texas and Neutral Tandem-Texas, LLC.

Please do not hesitate to call me if you have any questions regarding this matter.

Sincerely,

T. Aaron Morris
Senior Attorney

cc: David Tatak, Vice President of Billing & Revenue Services for Neutral Tandem-Texas, LLC (U.S. mail)
General Counsel, PUC (Hand delivered)
Central Records, PUC (Hand delivered)

**AT&T / NEUTRAL
TANDEM-TEXAS, LLC
INTERCONNECTION
AGREEMENT AMENDED
AS OF 4/17/08**

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

between one or more of

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

and

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

Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.

- 1.1.100 "**SBC Communications Inc.**" (SBC) means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.1.101 "**SBC-2STATE**" - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.1.102 "**SBC-4STATE**" - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma, the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.1.103 "**SBC-7STATE**" - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.1.104 "**SBC-8STATE**" - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.1.105 "**SBC-10STATE**" - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.1.106 "**SBC-12STATE**" - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.1.107 "**SBC-13STATE**" - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.1.108 "**SBC ARKANSAS**" - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.1.109 "**SBC CALIFORNIA**" - As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.1.110 "**SBC CONNECTICUT**" - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.1.111 "**SBC KANSAS**" - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.
- 1.1.112 "**SBC ILLINOIS**" - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.1.113 "**SBC INDIANA**" - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company, Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.

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

4.9.4 The following applies to SBC OHIO only:

4.9.4.1 Referral Announcements shall be provided by a Party to the other Party for the period of time specified in Rule 4901:1-5-12, Ohio Administrative Code and at the rates set forth in the referring Party's tariff(s). However, if either Party provides Referral Announcements for a period longer than the above period(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.

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

5. EFFECTIVE DATE, TERM, AND TERMINATION

- 5.1. In SBC-13STATE, with the exception of SBC OHIO, the Effective Date of this Agreement shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act. In SBC OHIO, based on the PUC-OH, the Agreement is Effective upon filing and is deemed approved by operation of law on the 91st day after filing.
- 5.2. The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on July 18, 2006, provided; however, should CLEC implement (i.e. provided assurance of payment, ordered facilities, and submitted ASRs for trunking) this Agreement within six (6) months of the Effective Date, then this Agreement will automatically renew for one additional year and expire on July 18, 2007 (the "Term"). Absent the receipt by one Party of written notice from the other Party within 180 calendar days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term, this Agreement shall remain in full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 5.3 or 5.4.
 - 5.2.1 Notwithstanding anything to the contrary in this Section 5, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from January 11, 2008 until January 11, 2011 (the "Extended Expiration Date"). The Agreement shall

SBC-13STATE Agreement
Signatures

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

CLEC's STATE-SPECIFIC:

FACILITIES-BASED OCN # _____

RESALE OCN # _____

ACNA _____

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

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

Signature: David Tatak

Name: DAVID TATAK
(Print or Type)

Title: VP Billing & Revenue
(Print or Type)

Date: 5/16/05

Signature: Mike Auinbaur

Name: Mike Auinbaur
(Print or Type)

Title: AVP-Local Interconnection Marketing

Date: JUN 02 2005