

November 17, 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 Tychron Corporation; *Application of Tychron Corporation for Authorization to Obtain Numbering Resources Pursuant to Section 52.15(g) of the Commission's Rules, WC Docket No. 20-***

Dear Ms. Dortch,

Pursuant to Section §52.15(g)(3)(i) of the Commission's Rules,<sup>1</sup> Tychron Corporation ("Tychron") hereby submits its Application for Authorization to Obtain Numbering Resources.

Tychron respectfully requests that, pursuant to Sections §0.457 and §0.459 of the Commission's Rules,<sup>2</sup> 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").<sup>3</sup> Moreover, Tychron would suffer substantial competitive harm if this information were disclosed.

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

In support of this request, Tychron hereby states the following:

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

Tychron seeks confidential treatment of **Exhibit A** to its Application.

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

Tychron is submitting as **Exhibit A** the agreement between its carrier partner as proof of Tychron's facilities readiness as required by Section 52.15(g)(3)(i)(D) of the Commission's Rules.

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<sup>1</sup> 47 C.F.R. § 52.15(g).

<sup>2</sup> 47 C.F.R. § 0.457 & §0.459.

<sup>3</sup> See 5 U.S.C. § 552(b)(4). Public disclosure is not required for "trade secrets and commercial or financial information obtained from a person and privileged or confidential."

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

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

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

**Exhibit A** contains information relating to commercial matters which can be used by other interconnected VoIP providers to compromise Tychron's position in the highly competitive interconnected VoIP business sector. Detailed operations and commercial information of the type provided by Tychron could compromise Tychron's position in this highly competitive industry. Accordingly, release of this information would result in substantial competitive harm to Tychron.

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

Competitors could use Tychron's proprietary commercial and operational information to Tychron's detriment as they would gain access to sensitive information concerning Tychron's commercial agreements, as well as information as to how Tychron provides its services. The prices and terms for the provision of such services are a substantial differentiator between competing carriers. Therefore, disclosure of the Carrier Agreement would result in significant competitive harm to Tychron's carrier partner. This information is not normally disclosed to the public.

**6. IDENTIFICATION OF ANY MEASURES TAKEN BY THE SUBMITTING PARTY TO PREVENT UNAUTHORIZED DISCLOSURE.**

Tychron has not distributed the information in **Exhibit A** to the public; Tychron is prohibited by contract from publicly disclosing the Carrier Agreement, except as expressly authorized by the carrier partner.

**7. IDENTIFICATION OF WHETHER THE INFORMATION IS AVAILABLE TO THE PUBLIC AND THE EXTENT OF ANY PREVIOUS DISCLOSURE OF THE INFORMATION TO THIRD PARTIES.**

Tychron does not believe that the Carrier Agreement is available to the public or that the Carrier Agreement has ever been disclosed to third parties absent the protection of a non-disclosure agreement regarding their contents.

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

Tychron requests that **Exhibit A** be withheld from public disclosure indefinitely. Tychron and its carrier partner intend for the Carrier Agreement to remain in effect indefinitely and therefore any disclosure of the Carrier Agreement or their substance would cause competitive harm to Tychron's carrier partner regarding of the timing of the disclosure.

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

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

For the foregoing reasons, Tychron respectfully requests the Carrier Agreement be granted confidential status and withheld from public inspection.

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/ Sharon R. Warren

Sharon R. Warren  
Consultant

tms: FCCv2001

SW/mp

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

<i>In the Matter of</i>	)	
	)	
Tychron Corporation	)	
For Authorization to Obtain Numbering	)	WC Docket No. 20-_____
Resources Pursuant to Section 52.15(g) of	)	
the Commission's Rules	)	

**APPLICATION OF TYCHRON CORPORATION FOR  
AUTHORIZATION TO OBTAIN NUMBERING RESOURCES**

Tychron Corporation ("Tychron" 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*,<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 Section 52.15.(g)(3)(i)(A)-(G) of the Commission's Rules. Tychron hereby requests the Commission grant it that authorization, which is also in part being requested to participate in STIR/SHAKEN. In support of this application, Tychron provides the following information:

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

**A. § 52.15(g)(3)(i)(A)**

Name:	Tychron Corporation
Address:	1201 N. Orange Street
	Suite #7456
City:	Wilmington
State:	DE
ZIP Code:	19801-1186
Telephone:	844-892-4766

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

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

Name: Tychron Regulatory Department  
Address: 1201 N. Orange Street  
Suite 7456  
City: Wilmington  
State: DE  
ZIP Code: 19801-1186  
Telephone: 844-892-4766  
Facsimile: 833-892-4766  
[regulatory@tychron.com](mailto:regulatory@tychron.com)

**B. § 52.15(g)(3)(i)(B)**

Tychron 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 Florida, 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 Florida. Accordingly, to the extent required, Tychron requests the Commission grant it authority to obtain numbering resources in all states.

**C. § 52.15(g)(3)(i)(C)**

Tychron 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)**

Tychron 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)<sup>2</sup>. Tychron is a newly-established interconnected VoIP provider that intends to initially provide voice and enhanced telecommunications services such as messaging, Caller ID, 911, etc. to all business sizes, from large scale companies to enterprise and small businesses located in the United States. The Company was founded by a highly experienced telecommunications professional with skilled technical experience in providing these services. The Company plans to initially offer services in the state of Florida 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. Tychron respectfully requests this agreement be accorded confidential treatment, pursuant to §0.459 of the Commission's rules.<sup>3</sup> As described in the agreement, the CLEC partner will host the Company's numbers on its switches and provide connectivity to the PSTN for inbound calls to Tychron numbers. As **Exhibit B**, Tychron provides a current interconnection agreement between its CLEC partner and an incumbent local exchange carrier ("ILEC").

**E. § 52.15(g)(3)(i)(E)**

Tychron 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.

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<sup>2</sup> 47 C.F.R. §52.15(g)(2).

<sup>3</sup> 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 Tychron.

**F. § 52.15(g)(3)(i)(F)**

Tychron hereby certifies that it has the financial, managerial, and technical expertise to provide reliable service. It is financially stable, led by a strong, experienced management team with substantial managerial experience in the telecommunications industry and has sufficient technical expertise and infrastructure in place to provide reliable numbering services. Tychron has already established and certified with their CLEC partner the necessary trunks required to support the service. The management team has extensive knowledge and experience in processing LNP orders and other processes required to successfully route calls between other carriers and interconnected VoIP providers. Tychron'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:**

- CEO: Mike Burlingame
- COO: Heather Burlingame

**G. § 52.15(g)(3)(i)(G)**

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

Respectfully submitted,

/s/ Sharon R. Warren

Sharon R. Warren, Consultant  
Inteserra Consulting Group, Inc.  
151 Southhall Lane, Suite 450  
Maitland, FL 32751

Submitted on November 17, 2020



**Exhibit A**

**AGREEMENT BETWEEN TYCHRON CORPORATION  
AND CARRIER PARTNER**

**(Confidential exhibit submitted separately)**

**Exhibit B**

**AGREEMENT BY AND BETWEEN ONVOY, LLC  
AND  
FRONTIER FLORIDA LLC**

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

**by and between**

**ONVOY, LLC**

**and**

**FRONTIER FLORIDA LLC**

**FOR THE STATE OF**

**FLORIDA**

## **AMENDED, EXTENDED AND RESTATED AGREEMENT**

### **PREFACE**

This Amended, Extended and Restated Agreement ("Agreement") shall be deemed effective as of April 15, 2018 (the "Effective Date"), between Onvoy, LLC ("Onvoy"), a limited liability company organized under the laws of the State of Minnesota, with offices at 10300 6th Avenue North, Plymouth, MN 55441 and Frontier Florida LLC, a limited liability company organized under the laws of the State of Florida ("Frontier") with offices at 401 Merritt 7, Norwalk, CT 06851, (Frontier and Onvoy may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

### **GENERAL TERMS AND CONDITIONS**

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

#### **1. The Agreement**

- 1.1 This Agreement includes: (a) the Principal Document and (b) the Tariffs of each Party applicable to the Services that are offered for sale by it in the Principal Document (which Tariffs are incorporated into and made a part of this Agreement by reference); and, (c) an Order by a Party that has been accepted by the other Party.
- 1.2 Except as otherwise expressly provided in the Principal Document (including, but not limited to, the Pricing Attachment), conflicts among provisions in the Principal Document, Tariffs, and an Order by a Party that has been accepted by the other Party, shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) the Principal Document; (b) the Tariffs; and, (c) an Order by a Party that has been accepted by the other Party. The fact that a provision appears in the Principal Document but not in a Tariff, or in a Tariff but not in the Principal Document, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 1.2.
- 1.3 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof, provided, however, notwithstanding any other provision of this Agreement or otherwise, this Agreement is an amendment, extension and restatement of the Parties' prior interconnection and resale agreement(s), if any, and, as such, this Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to any prior interconnection or resale agreements and, accordingly, all monetary obligations of the Parties to one another under any prior interconnection or resale agreements shall remain in full force and effect and shall constitute monetary obligations of the Parties under this Agreement (provided, however, that nothing contained in this Agreement shall convert any claim or debt that would otherwise constitute a prepetition claim or debt in a bankruptcy case into a postpetition claim or debt). In connection with the foregoing, Frontier expressly reserves all of its rights under the Bankruptcy Code and Applicable Law to seek or oppose any relief in respect of the assumption, assumption and assignment, or rejection of any interconnection or resale agreements between Frontier and Onvoy.
- 1.4 Except as otherwise provided in the Principal Document, the Principal Document may not be waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, a Party shall have the right to add, modify, or withdraw, its Tariff(s) at any time, without the consent of, or notice to, the other Party.

#### **2. Term and Termination**

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

### **3. Glossary and Attachments**

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

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

### **4. Applicable Law**

- 4.1 The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the State of Florida, without regard to its conflicts of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws.
- 4.2 Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement.
- 4.3 Neither Party shall be liable for any delay or failure in performance by it that results from requirements of Applicable Law, or acts or failures to act of any governmental entity or official.

- 41.5.5 If the Purchasing Party fails to impose and/or collect any Tax from Subscribers as required by Section 41.3, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the Purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the Purchasing Party agrees to indemnify and hold the Providing Party harmless on an after-tax basis for any costs incurred by the Providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the Providing Party due to the failure of the Purchasing Party to timely pay, or collect and timely remit, such Tax to such authority.
- 41.6 Audit Cooperation. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 41.7 Notices. All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other, for purposes of this Section 41, shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in Section 29 as well as to the following:

To Frontier:

Frontier Communications  
Tax Department  
401 Merritt 7  
Norwalk, CT 06851

To Onvoy:

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

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

## **42. Technology Upgrades**

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

## **43. Territory**

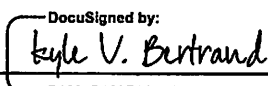
- 43.1 This Agreement applies to the territory in which Frontier operates as an Incumbent Local Exchange Carrier in the State of Florida. Frontier shall be obligated to provide Services under this Agreement only within this territory.


**SIGNATURE PAGE**

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

**ONVOY, LLC**

**FRONTIER FLORIDA LLC**

By:    
 DocuSigned by:  
B1691B160EA9420...

By: 

Printed: Kyle V. Bertrand

Printed: Michael Daniel

Title: VP Procurement MGMT and Ntwk Opt.

Title: SVP, Carrier Services

Date: 4/30/2018

Date: 5-15-18