



Telengy, LLC
11 Broadway, Suite 1015
New York, NY 10004

Gregory Borodiansky
CTO
(212) 379-4041
gregory@telengy.net

January 3, 2017

VIA ECFS

Ms. Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street SW
Washington, DC 20554

Re: **Docket WC 16-297** - Telengy LLC, Number Authorization Application

Dear Ms. Dortch:

Pursuant to Section 52.15(g)(3)(i) of the Commission's Rules, Telengy, LLC hereby submits the following additional information and documentation to its Numbering Authorization Application, originally filed September 21, 2016 under Docket WC 16-297, as requested by FCC staff.

As of the date of this letter, Telengy provides Interconnected VoIP Service to revenue generating end-users, and will file FCC Form 477 upon the next due date.

Attached is documentation showing proof of its facilities readiness and demonstrating an established interconnect between Telengy and its carrier partner, Inteliquent (formerly Neutral Tandem). These documents show the trunk in service between Inteliquent and Telengy (Attachment A) for inbound calls to Telengy numbers, as well as agreements in place between Inteliquent and Verizon (Attachment B), covering the eight states and Washington DC which Telengy intends to initially obtain numbers within.

Should you have any questions, please feel free to contact me at any time.

Sincerely,

A handwritten signature in black ink, appearing to read 'G.B.' and 'Gregory Borodiansky'.

Gregory Borodiansky
CTO
Telengy, LLC

Attachment A



The following inbound trunk group(s) have been completed, activated and are in service as of **12/9/2016** for Inteliquent customer Telengy:

Order 1061107

Thank you,

Chris Sayer



Chris Sayer

Director Product Management, Inteliquent

o: [REDACTED] m: [REDACTED] 24-hr NOC: [REDACTED]

1500 Champa Street, Suite 201, Denver, CO 80202

www.inteliquent.com e: [REDACTED]



Attachment B

AMENDMENT

to

INTERCONNECTION AGREEMENTS

THIS AMENDMENT (this "Amendment") amends each of the following Interconnection Agreements (the "Interconnection Agreements"): (a) each Interconnection Agreement listed in Appendix 2 to this Amendment; and, (b), any other Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, 47 U.S.C. §§ 251 and 252 (including, but not limited to, an interconnection agreement that is an adoption pursuant to 47 U.S.C. § 252(i)) that became effective prior to October 16, 2006, or that becomes effective on or after October 16, 2006, between a Verizon Party and an NT Party for the Verizon Party's Incumbent Local Exchange Carrier service area. As used in this Amendment, (a) the "Verizon Parties" include each of the Verizon companies listed in Appendix 1 (each individually "Verizon" or a "Verizon Party" and collectively "Verizon" or the "Verizon Parties"), and, (b) the "NT Parties" include each of the NT companies listed in Appendix 1 and each of their wireline affiliates (each individually "NT" or an "NT Party" and collectively "NT" or the "NT Parties"). Verizon and NT are hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties." This Amendment shall become effective for each of the Interconnection Agreements listed in Appendix 2 as of October 16, 2006 and for any other Interconnection Agreement as of the later of October 16, 2006 or the date on which such Interconnection Agreement becomes effective. The term "affiliates," as used in this Amendment, shall have the same meaning as under Rule 405 of the Rules promulgated pursuant to the Securities Act of 1933, as amended.

WITNESSETH:

WHEREAS, pursuant to 47 U.S.C. § 252(i), effective October 16, 2006, Neutral Tandem—New York, LLC adopted the August 1, 2006 "Interconnection Agreement Under Sections 251 and 252 of the Telecommunications Act of 1996 By and Between Verizon New York Inc. and AT&T Communications of New York, Inc."; and

WHEREAS, in such adoption letter, Verizon and NT recognized and agreed that the Unitary Rate Amendment (as defined in Section 1, below) shall apply to all of the Interconnection Agreements in accordance with the Unitary Rate Amendment's terms; and

WHEREAS, the Parties desire to amend the Unitary Rate Amendment and each Interconnection Agreement as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the Parties agree as follows:

1. **Definition.** As used in this Amendment, "Unitary Rate Amendment" means Amendment No. 1 to the August 1, 2006 "Interconnection Agreement Under Sections 251 and 252 of the Telecommunications Act of 1996 By and Between Verizon New York Inc. and AT&T Communications of New York, Inc.," that was adopted by Neutral Tandem—New York, LLC, effective October 16, 2006, pursuant

to 47 U.S.C. § 252(i). A copy of the Unitary Rate Amendment is set out in Appendix 3 to this Amendment.

2. Application of the Unitary Rate Amendment. The Parties hereby reaffirm that the Unitary Rate Amendment, as amended by this Amendment, shall apply to and be a part of each Interconnection Agreement in accordance with the Unitary Rate Amendment's terms. References to AT&T in the Unitary Rate Amendment shall be deemed to be references to NT.
3. Amendment of the Unitary Rate Amendment. The Unitary Rate Amendment and each Interconnection Agreement is amended as follows:
 - a. Existing Section 6, "Other Traffic," of Attachment 2, "Terms and Conditions," of the Unitary Rate Amendment is deleted from the Unitary Rate Amendment.
 - b. A new Section 6, "Other Traffic," as set out in Appendix 4 to this Amendment, is added to Attachment 2 of the Unitary Rate Amendment in lieu of existing Section 6 of Attachment 2 of the Unitary Rate Amendment.
 - c. The second sentence of Section 8(a), "Interconnection Architecture," "Traffic to Which The Interconnection Architecture Applies," of Attachment 2 of the Unitary Rate Amendment, which presently reads:

"They also apply to interconnection facilities used by the Parties to exchange translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic, IntraLATA Toll traffic, tandem transit traffic, V/FX Traffic that is not ISP-Bound Traffic, and VOIP Traffic, subject, however, to the applicable terms, if any, set forth in the Interconnection Agreements or applicable tariffs (if any) relating to compensation for facilities, as modified by this Amendment."

is amended to read:

"They also apply to interconnection facilities used by the Parties to exchange translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic, IntraLATA Toll traffic, Tandem Transit Traffic (as defined in Section 6.2.1.1, above), Four-Party Traffic (as defined in Section 6.2.2.1, above), V/FX Traffic that is not ISP-Bound Traffic, and VOIP Traffic, subject, however, to the applicable terms, if any, set forth in the Interconnection Agreements or applicable tariffs (if any) relating to compensation for facilities, as modified by this Amendment."

- d. The third sentence of Section 8(d)(i) of Attachment 2 of the Unitary Rate Amendment, which presently reads:

"Appendix A sets forth those LATAs where AT&T and Verizon are not interconnected as of November 1, 2004 and for which the mutual POI terms set forth below shall apply, if interconnection is implemented between the Parties in those LATAs."

is amended to read:

“For those LATAs where NT and Verizon were not interconnected as of November 1, 2004, the mutual POI terms set forth below shall apply, if interconnection is implemented between the Parties in those LATAs.”

- e. “Appendix A,” “LATAs Where Verizon and AT&T Are Not Interconnected As of August 1, 2006,” of Attachment 2 of the Unitary Rate Amendment is deleted.
 - f. Section 8(d)(vi) of Attachment 2 of the Unitary Rate Amendment is deleted.
 - g. “Appendix B,” “3D Condo and Shared Network Facility Arrangements (“SNFA”) Established Between the Parties as of August 1, 2006,” of Attachment 2 of the Unitary Rate Amendment is deleted.
4. Scope of this Amendment. This Amendment shall amend, modify and revise the Unitary Rate Amendment and each Interconnection Agreement only to the extent set forth expressly in this Amendment, and, except to the extent set forth in this Amendment, the rates, terms and provisions of the Unitary Rate Amendment and each Interconnection Agreement shall remain in full force and effect after the effective date of this Amendment. Nothing in this Amendment shall be deemed to extend or amend the term of the Unitary Rate Amendment or any Interconnection Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Unitary Rate Amendment or any Interconnection Agreement.
5. Conflicts. This Amendment shall be deemed to revise the rates, terms and provisions of the Unitary Rate Amendment and each Interconnection Agreement to the extent necessary to give effect to the rates, terms and provisions of this Amendment. In the event of a conflict between the rates, terms and provisions of this Amendment and the rates, terms and provisions of the Unitary Rate Amendment or an Interconnection Agreement, this Amendment shall govern, *provided, however,* that the fact that a rate, term or provision appears in this Amendment but not in the Unitary Rate Amendment or an Interconnection Agreement, or in the Unitary Rate Amendment or an Interconnection Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 5.
6. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
7. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any rate, term or provision of this Amendment.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed.

The Neutral Tandem Parties

By: David Tatak

Printed: DAVID TATAK

Title: VP BILLING & REVENUE
SERVICES

Date: 1/4/07

The Verizon Parties

By: Jeffrey A. Masoner

Printed: Jeffrey A. Masoner

Title: Vice President – Interconnection
Services

Date: 1/11/07

VERIZON PARTIES

Verizon California Inc., a California corporation with a place of business at 112 Lakeview Canyon Road, Thousand Oaks, California, 91362.

Verizon Delaware LLC, a Delaware limited liability company with a place of business at 901 Tatnall Street, Wilmington, Delaware, 19801.

Verizon Florida Inc., a Florida corporation with a place of business at 201 North Franklin Street, One Tampa City Center, Tampa, Florida, 33602.

Verizon Maryland Inc., a Maryland corporation with a place of business at One East Pratt Street, 8th Floor, Baltimore, Maryland 21202.

Verizon New England Inc., a New York corporation with a place of business at 185 Franklin Street, Boston, Massachusetts, 02110.

Verizon New Jersey Inc., a New Jersey corporation with a place of business at 540 Broad Street, Newark, New Jersey 07102.

Verizon New York Inc., a New York corporation with a place of business at 140 West Street, New York, New York, 10007.

Verizon North Inc., a Wisconsin corporation with a place of business at 8001 West Jefferson Boulevard, Fort Wayne, Indiana, 46804.

Verizon Northwest Inc., a Washington corporation with a place of business at 1800 41st Street, Everett, Washington, 98201.

Verizon Pennsylvania Inc., a Pennsylvania corporation with a place of business at 1717 Arch Street, Philadelphia, Pennsylvania, 19103.

Verizon South Inc., a Virginia corporation with a place of business at 201 North Franklin Street, One Tampa City Center, Tampa, Florida, 33602.

Verizon Virginia Inc., a Virginia corporation with a place of business at 600 East Main Street, 11th Floor, Richmond, Virginia, 23219.

Verizon Washington, DC Inc., a New York corporation with a place of business at 2055 L Street, NW, 5th Floor, Washington, DC, 20036.

Verizon West Virginia Inc., a West Virginia corporation with a place of business at 1500 MacCorkle Ave., S.E., Charleston, West Virginia, 25314.

GTE Southwest Incorporated a Delaware corporation with a place of business at 500 East Carpenter Freeway, Irving, Texas, 75062.

Contel of the South Inc., a Georgia corporation with a place of business at 600
Hidden Ridge, Irving, Texas, 75038.

NEUTRAL TANDEM PARTIES

Neutral Tandem—California, LLC, a Delaware limited liability company with a place of business at 1 South Wacker Drive, Suite 200, Chicago, Illinois, 60606.

Neutral Tandem—Florida, LLC, a Delaware limited liability company with a place of business at 1 South Wacker Drive, Suite 200, Chicago, Illinois, 60606.

Neutral Tandem—Illinois, LLC, a Delaware limited liability company with a place of business at 1 South Wacker Drive, Suite 200, Chicago, Illinois, 60606.

Neutral Tandem—Maryland, LLC, a Delaware limited liability company with a place of business at 1 South Wacker Drive, Suite 200, Chicago, Illinois, 60606.

Neutral Tandem—Massachusetts, LLC, a Delaware limited liability company with a place of business at 1 South Wacker Drive, Suite 200, Chicago, Illinois, 60606.

Neutral Tandem—Michigan, LLC, a Delaware limited liability company with a place of business at 1 South Wacker Drive, Suite 200, Chicago, Illinois, 60606.

Neutral Tandem—New Jersey, LLC, a Delaware limited liability company with a place of business at 1 South Wacker Drive, Suite 200, Chicago, Illinois, 60606.

Neutral Tandem—New York, LLC, a Delaware limited liability company with a place of business at 1 South Wacker Drive, Suite 200, Chicago, Illinois, 60606.

Neutral Tandem—Virginia, LLC, a Delaware limited liability company with a place of business at 1 South Wacker Drive, Suite 200, Chicago, Illinois, 60606.

Neutral Tandem—Washington, D.C., LLC, a Delaware limited liability company with a place of business at 1 South Wacker Drive, Suite 200, Chicago, Illinois, 60606.

Appendix 2

Interconnection Agreements Between the Parties as of October 16, 2006

STATE	TITLE OF INTERCONNECTION AGREEMENT	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
California	Adoption by Neutral Tandem—California, LLC Pursuant to 47 U.S.C. § 252(i) of the: Interconnection, Resale and Unbundling Agreement between GTE California Incorporated, Contel of California, Inc. and AT&T Communications of California, Inc.	Verizon California Inc. Neutral Tandem—California, LLC	10/23/2004	No. 3
District of Columbia	Agreement by and between Neutral Tandem—Washington, D.C., LLC and Verizon Washington, DC Inc. for the District of Columbia	Verizon Washington, DC Inc. Neutral Tandem—Washington, D.C., LLC	3/27/2006	No. 2
Florida	Adoption by Neutral Tandem—Florida, LLC Pursuant to 47 U.S.C. § 252(i) of the: Agreement by and Between Us LEC of Florida Inc. and Verizon Florida Inc., f/k/a GTE Florida Incorporated for the State of Florida	Verizon Florida Inc. Neutral Tandem—Florida, LLC	11/7/05	No. 1
Maryland	Agreement by and between Neutral Tandem—Maryland, LLC and Verizon Maryland Inc. for the State of Maryland	Verizon Maryland Inc. Neutral Tandem—Maryland, LLC	3/27/2006	No. 2

Massachusetts	Adoption by Neutral Tandem—Massachusetts, LLC Pursuant to 47 § U.S.C. 252(i) of the: Interconnection Agreement between AT&T Communications of New England, Inc., and New England Telephone and Telegraph Company, d/b/a Bell Atlantic – Massachusetts	Verizon New England Inc. Neutral Tandem—Massachusetts, LLC	5/4/04	No. 2
New Jersey	Adoption by Neutral Tandem—New Jersey, LLC Pursuant to 47 § U.S.C. 252(i) of the: Agreement Between Bell Atlantic -- New Jersey, Inc. and Sprint Communications Company L.P.	Verizon New Jersey Inc. Neutral Tandem—New Jersey, LLC	5/10/04	No. 2
New York	Adoption By Neutral Tandem—New York, LLC Pursuant To 47 U.S.C. § 252(i) of the: Interconnection Agreement Under Sections 251 And 252 of the Telecommunications Act of 1996 by and between Verizon New York Inc. and AT&T Communications of New York Inc.	Verizon New York Inc. Neutral Tandem—New York, LLC	10/16/06	No. 1

Ohio	Adoption by Neutral Tandem—Michigan, LLC Pursuant to 47 U.S.C. § 252(i) of the: Interconnection, Resale and Unbundling Agreement between GTE North Incorporated and AT&T Communications of Ohio, Inc.	Verizon North Inc. Neutral Tandem—Michigan, LLC	5/3/04	No. 1
Virginia	Agreement by and between Neutral Tandem—Virginia, LLC and Verizon Virginia Inc. for the Commonwealth of Virginia	Verizon Virginia Inc. Neutral Tandem—Virginia, LLC	3/27/2006	No. 2
Virginia	Agreement by and between Neutral Tandem—Virginia, LLC and Verizon South Inc. for the Commonwealth of Virginia	Verizon South Inc. Neutral Tandem—Virginia, LLC	3/27/2006	No. 2
Wisconsin	Adoption by Neutral Tandem—Illinois, LLC Pursuant to 47 U.S.C. § 252(i) of the: Interconnection, Resale and Unbundling Agreement between AT&T Communications of Wisconsin, Inc. and GTE North Incorporated	Verizon North Inc. Neutral Tandem—Illinois, LLC	10/22/04	No. 1



Global Wholesale
600 Hidden Ridge
HQEWMMNOTICES
P.O. Box 152092
Irving, TX 75038

July 19, 2010

Richard Monto
Neutral Tandem - Pennsylvania, LLC
1 South Wacker, Suite 200
Chicago, IL 60606

Subject: Comprehensive Agreement between Verizon North Inc., f/k/a GTE North Incorporated and Neutral Tandem - Pennsylvania, LLC in the Commonwealth of Pennsylvania dated October 10, 2007 (the "Agreement")

On July 1, 2010, Verizon Communications Inc. ("Verizon"), the ultimate parent corporation to Verizon North Inc., conducted an internal restructuring, whereby Verizon North transferred certain assets, liabilities and contracts, including the Agreement, to Verizon North Retain Co. (the "Transaction"). Verizon North Retain Co. remains a subsidiary of Verizon.

Your organization will continue to have a valid and binding contract with Verizon North Retain Co., a wholly owned subsidiary of Verizon. Verizon North Retain Co. assumes all of the responsibilities, liabilities and rights of Verizon North Inc. under the Agreement on and after the closing date of July 1, 2010.

By this letter, Verizon is requesting the consent of your organization to the assignment of the Agreement from Verizon North Inc. to Verizon North Retain Co. as of the closing of the Transaction. Your consent means that you agree that the Agreement will continue in force and effect in accordance with its rates, terms and conditions, on and after the closing of the Transaction, between your organization and Verizon North Retain Co.

By sending this letter Verizon does not admit that your consent is required or waive any of its rights under the Agreement.

Comprehensive Agreement between Verizon North Inc., f/k/a GTE North Incorporated and Neutral Tandem -
Pennsylvania, LLC in the Commonwealth of Pennsylvania dated October 10, 2007 (the "Agreement")
July 14, 2010
Page 2

Please indicate the consent of your organization by executing this letter where indicated in the space provided below and returning it to:

Verizon Global Wholesale
Director-Contract Management
600 Hidden Ridge, HQEWMNotices
Irving, TX 75038

Should you have any questions you may contact your account team.

Sincerely,



David J. Goldhirsch
Director-Contract Management

Accepted and Agreed to by:

Neutral Tandem - Pennsylvania, LLC

By: RJL. Monto
Name: Richard L. Monto
Title: General Counsel
Date: July 19, 2010

VIA Electronic Mail

AGREEMENT

by and between

NEUTRAL TANDEM - PENNSYLVANIA, LLC

and

VERIZON NORTH INC.

FOR THE COMMONWEALTH OF

PENNSYLVANIA

AGREEMENT

PREFACE

This Agreement ("Agreement") shall be deemed effective as of October 10, 2007 (the "Effective Date"), between Neutral Tandem - Pennsylvania, LLC ("Neutral Tandem"), a Limited Liability Company organized under the laws of the State of Delaware, with offices at 1 South Wacker, Suite 200, Chicago, IL 60606 and Verizon North Inc. ("Verizon"), a corporation organized under the laws of the State of Wisconsin with offices at 8001 West Jefferson, Ft. Wayne, IN 46804 (Verizon and Neutral Tandem may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

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

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

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

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

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

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

GENERAL TERMS AND CONDITIONS

1. The Agreement

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

SIGNATURE PAGE

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

NEUTRAL TANDEM - PENNSYLVANIA, LLC

By: David Tatak

Printed: David Tatak

Title: VP Billing and Revenue Services

Date: 10/2/07

VERIZON NORTH INC.

By: Jeffrey A. Masoner

Printed: Jeffrey A. Masoner

Title: Vice President - Interconnection Services

Date: 10/9/07

AGREEMENT

by and between

NEUTRAL TANDEM-RHODE ISLAND, LLC

and

VERIZON NEW ENGLAND INC., D/B/A VERIZON RHODE ISLAND

FOR THE STATE OF

RHODE ISLAND

AGREEMENT

PREFACE

This Agreement ("Agreement") shall be deemed effective as of February 25, 2008 (the "Effective Date"), between Neutral Tandem-Rhode Island, LLC ("Neutral Tandem"), a limited liability company organized under the laws of the State of Delaware, with offices at 1 South Wacker, Suite 200, Chicago, IL 60605 and Verizon New England Inc., d/b/a Verizon Rhode Island ("Verizon"), a corporation organized under the laws of the State of New York with offices at 185 Franklin Street, Boston, MA 02110 (Verizon and Neutral Tandem may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

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

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

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

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

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

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

GENERAL TERMS AND CONDITIONS

1. The Agreement

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

SIGNATURE PAGE

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

NEUTRAL TANDEM-RHODE ISLAND, LLC

By: David Tatak

Printed: David Tatak

Title: VP Billing and Revenue Services

VERIZON NEW ENGLAND INC., D/B/A VERIZON
RHODE ISLAND

By: Jeffrey A. Masoner

Printed: Jeffrey A. Masoner

Title: Vice President - Interconnection Services