

Annual 47 C.F.R. § 64.2009(e) CPNI Certification EB Docket 06-36

Annual 64.2009(e) CPNI Certification for (current year) covering the prior calendar year (year)

1 Date filed: 2021/06/19

2. Name of company(s) covered by this certification: Opentact Inc

3. Form 499 Filer ID: 834261

4. Name of signatory: Anne Kwong

5 Title of signatory: VP of Operation

6. Certification:

I, Anne Kwong, certify that I am an officer of the company named above, and acting as an agent of Opentact Inc, that I have personal knowledge that the company has established operating procedures that are adequate to ensure compliance with the Commission's CPNI rules See 47 C.F.R. § 64.2001 *et seq.*

Attached to this certification is an accompanying statement explaining how the Opentact's procedures ensure that the company are in compliance with the requirements (Including those mandating the adoption of CPNI procedures, training, Record keeping, and supervisory review) set forth in section 64.2001 *et seq.* of the Commission's rules.

The Opentact Inc has not taken actions (*i.e.*, proceedings instituted or petitions filed by a company at either state commissions, the court system, or at the Commission against data brokers) against data brokers in the past year.

The Opentact Inc has not received customer complaints in the past year concerning the unauthorized release of CPNI.

Signature: Anna Kwong

Exhibit A

Customer Proprietary Network Information

Purpose

The purpose of these procedures is to protect the confidentiality of proprietary information of carriers, vendors and customers.

Scope

These procedures apply to all personnel of *Opentact Inc* (collectively, "Opentact"), including all permanent and temporary employees, their subsidiaries, affiliates, and members of their Board of Directors, as well as their consultants, advisors, and contractors.

Definitions

Customer Proprietary Network Information ("CPNI") means:

- (a) Information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by any customer or a telecommunications carrier, and that is made available to the carrier by the customer solely by virtue of the carrier-customer relationship; and
- (b) Information contained in the bills pertaining to telephone exchange service or telephone toll service received by a customer of a carrier.

SERVICE NAME: VoIP includes one category of service:

- (a) Broadband transport over fiber optic cable, and/or (*example of service description*)
- (b) Internet access over fiber optic cable. (*example of service description*)

Procedures

(a) CPNI may be released to contractors and/or vendors to provision (service name) ordered by the customer or to install, maintain or repair (service name).

(b) CPNI will not be used for the purpose of marketing services, other than by affiliates of the Opentact when marketing VoIP to a Opentact customer. The Opentact will not use CPNI in any sales or marketing campaign. The Presidents of the Opentact shall review all outbound marketing campaigns prior to implementation to insure compliance with these procedures.

(c) The web sites of the Opentact will not be used to collect personally identifying information. In particular, the web site will not be used to:

- Track, collect or record any information that can be used to identify an individual visitor at the Opentact web site(s).
- Attempt to create marketing or email address lists from the email we receive.
- Participate in any data mining activities with other vendors.

The Opentact will not release any personally identifiable information to third parties for any reason. Additional information is included in the company's Acceptable Usage Policy that is included in our Customer Service Agreement.

Destruction of CPNI

Opentact records including CPNI shall be destroyed when no longer required. Paper records must be shredded. Electronic media shall be given to the Director, Network Operations for destruction.

Compliance

The issue of Confidentiality of information shall be discussed by supervisors with their direct reports and reinforced during periodic company-wide staff meetings. Employees must include "CONFIDENTIAL" on all documents that include CPNI.

It is the responsibility of all employees to comply with these procedures. Any deviation from this policy and its procedures may result in disciplinary action, up to and including termination of employment.

Advice and Counsel

The Presidents of the Opentact shall provide advice and counsel regarding these procedures.

Reference

These procedures are required under Section 222 of the Communications Act of 1934 and Sections 64.2005 to 64.2009 of the Federal Communications Commission's rules.

Exhibit B

AGREEMENT BETWEEN Opentact Inc

AND

Wide Voice LLC



Exhibit 4: Provision of PSTN Network Hosting

Under this Service Order—PSTN Network Hosting, dated October 1, 2020 and the terms of the Master Services Agreement (“MSA”), dated Oct 1, 2020 between Wide Voice, LLC (“Carrier” or “WV”) and Opentact Inc (“Customer”), Customer will receive and WV will provide Network Hosting Services (the “Services”). In the event of a conflict between a term in this Service Order and a term in the MSA, the term in this Service Order will govern with respect to the Services.

1. Definitions. For the purposes of this Service Order, the following definitions apply:

- (a) “ILEC” means an Incumbent Local Exchange Carrier;
- (b) “Inbound Traffic” means all inbound traffic terminating to Customer under this Agreement;
- (c) “IXC” means Inter-exchange Carrier
- (d) “Local Traffic” means calls that WV receives from ILEC over its local trunks with the applicable ILEC. “Local Traffic” includes traffic originating from a third party that the ILEC treats as local transit traffic.
- (e) “Local Transit Traffic” means calls that the WV receives over its local transit service trunks from an On-net carrier. “Local Transit Traffic” excludes Local Traffic.
- (f) “Switched Access Traffic” means InterLATA or IntraLATA toll calls terminating to WV’s FDG tandem.

2. Service Description. WV will provide to Customer the use of its interconnection trunks to originate and to and from the Public Switched Telephone Network (“PSTN”).

- (a) WV will provide the Services in the LATA set forth in Exhibit 1.
- (b) Customer may use WV’s interconnection trunks to the applicable ILECs. Customer’s Service will be configured based upon ILEC requirements, which may include using existing WV interconnection facilities or separate facilities dedicated to the Customer. Customer will populate WV’s switch as the “Actual SW ID” in the LERG for Customer’s NPA/NXX’s for the purpose of receiving local traffic originating from (i) an ILEC subscriber; and (ii) a non-ILEC subscriber transited by the ILEC via the ILEC’s local transit service.
- (c) Customer may receive from WV Local Transit Traffic that originates from WV’s third party provider customers and terminates to Customer via WV’s tandem.
- (d) Customer will populate WV access tandem as the originating and terminating FGD Tandem for Customer’s NPA/NXX’s so that Switched Access Traffic will be terminated from IXCs via WV’s access homing tandem service.
- (e) WV will receive all Local Traffic, Local Transit Traffic and Switched Access Traffic calls and transport such traffic to Customer using the interconnection facilities set out herein.



3. **Interconnection.** The parties agree to connect using a public IP connection. Separate trunk groups will be used for any other service provided by WV.

4. **Customer Responsibilities.** Customer will:

- (a) enter into and maintain an interconnection agreement ("ICA") with the ILECs serving the local calling area in which WV's switch is located;
- (b) meet all 911 requirements, including 911 interconnections or waivers;
- (c) meet any local number portability (LNP/LRN) requirements;
- (d) obtain a POI CLLI (common language location identifier) code in the serving LATA to home its NPA/NXX's;
- (e) populate WV's end-office switch in the LERG as the 'Actual SW ID' for purposes of receiving Local Traffic and Local Transit Traffic over the ILEC interconnection trunks;
- (f) populate WV's access tandem as the originating and terminated FGD Tandem in the LERG with an effective date that has been agreed to by WV;
- (g) arranging and bearing all costs of connection to its customers;
- (h) obtain and maintain LRN for delivery of 3rd Party Traffic to Customer in the applicable market, and
- (i) meet any other responsibility normally associated with operating as a facilities based local service provider in the state in which WV's switch is located.

5. **WV Responsibilities.** If applicable, WV will provide Customer with a letter of authorization (LOA) allowing Customer to use WV's switch as the Actual Switch in the LERG. Upon the completion of installation and testing of interconnection facilities and implementation of the Services using a WV switch in a LATA, WV will notify Customer, in writing or email, that the Service is available for use.

6. **Pricing.** The prices for Hosting Services are as follows:

- Per minute fee: \$~~0.00744200/bts~~
 - (a) Rates are subject to change on seven (7) days written notice. Modification in rates may be in the form of new rates, charges and/or surcharges or through modification of existing rate elements which are used to determine rates and/or charges. Customer is liable for payment on any rate changes past the effective date as documented in a delivered rate modification notice. Unless explicitly stated, any pricing not covered in this Service Order is subject to the Applicable Tariffs covering such services.
 - (b) WV may charge applicable tandem switched access rates to a third party for originating and/or terminating traffic to the Customer. If WV is charged by a third party for services typically billed to the end office provider (Customer), WV will pass through such charges to Customer. Customer acknowledges and agrees that WV is not responsible for any

A handwritten signature in black ink, appearing to read "S. B. J."



charges levied by any third party in connection with such traffic, including intercarrier compensation.

(c) Should the Customer provide WV proper notice of cancellation of this Service Order, Customer will use best efforts to migrate the traffic off of the WV network within thirty (30) days, but in no way should WV take more than sixty (60) days to finalize such migration. WV is responsible for payment of all traffic until traffic is properly migrated off of WV's network.

7. Third Parties. Customer will not charge WV for any amounts in connection with Local Traffic, Local Transit Traffic and Switched Access Traffic or otherwise under this Service Exhibit. Customer will be responsible for and indemnify WV against any and all charges levied by any third party telecommunications provider in connection with the Local Traffic, Local Transit Traffic and Switched Access Traffic, including intercarrier compensation or termination charges. Customer will be responsible for WV's expenses, including attorneys' fees and costs, incurred in successfully collecting any such amounts from Customer.

8. Term. Term This Service Order Initial Term is one (1) year from the Service Commencement Date and renews for one (1) month periods unless either Party cancels the Service Order or MSA.

CUSTOMER:

By: Anne Kwong
Name: Anne Kwong
Title: VP of Operation
Date: 2021-05-31

Wide Voice, LLC

By: _____
Name: Andy Nickerson
Title: CEO
Date: 6-1-21

Exhibit 1 – PSTN Host LATA's

LATA	OCN	STATE	INCUMBENT HOMING
128	756G	MA	VERIZON
130	343H	RI	VERIZON
132	705G	NY	VERIZON
134	705G	NY	VERIZON
140	705G	NY	VERIZON
222	396H	NJ	VERIZON
224	396H	NJ	VERIZON
228	218H	PA	VERIZON
234	218H	PA	VERIZON
236	538H	DC	VERIZON
238	530H	MD	VERIZON
248	519H	VA	VERIZON
254	729H	WV	FRONTIER
324	765H	OH	AT&T
438	529H	GA	AT&T
460	704G	FL	AT&T
476	764H	AL	AT&T
560	706G	TX	AT&T
630	722G	IA	CENTURYLINK
632	722G	IA	CENTURYLINK
634	722G	IA	CENTURYLINK
638	744G	ND	CENTURYLINK
640	071J	SD	CENTURYLINK
644	444H	NE/IA	CENTURYLINK
656	557H	CO	CENTURYLINK
658	557H	CO	CENTURYLINK
660	659H	UT	CENTURYLINK
666	410H	AZ	CENTURYLINK
674	707G	WA	ZIPLY FIBER formerly FRONTIER
720		CA	AT&T
720	253F	NV	AT&T
721	253F	NV	EMBARQ, CENTURY LINK
722	252F	CA	AT&T
726	252F	CA	AT&T
728	252F	CA	AT&T
728	252F	CA	FRONTIER
730	252F	CA	FRONTIER
732	252F	CA	AT&T
738	252F	CA	FRONTIER



740	252F	CA	FRONTIER
922	765H	OH	CINCINNATI BELL
922	778G	IN	CINCINNATI BELL
922	234H	KY	CINCINNATI BELL
952	704G	FL	FRONTIER
973	252F	CA	FRONTIER

R
B-5