



Joseph P. Bowser

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May 31, 2023

**VIA ECFS & FEDEX**

Marlene H. Dortch  
Office of the Secretary  
Federal Communications Commission  
445 12th Street SW  
Washington, D.C. 20554

**RE: Request for Confidential Treatment of Filing of Voyce Telecom LLC; Application of Voyce Telecom LLC for Authorization to Obtain Numbering Resources, WC Docket No. 23-\_\_**

Dear Ms. Dortch:

Pursuant to Section 52.15(g)(3)(i) of the Commission’s Rules, Voyce Telecom LLC (“Voyce”), hereby submits its application requesting authorization to obtain numbering resources.

This filing includes confidential information. As contemplated by the Commission’s rules, we are filing the public version electronically and the confidential version via FedEx. Voyce respectfully requests that, pursuant to Sections 0.457 and 0.459 of the Commission’s rules, 47 C.F.R. §§ 0.457 and 0.459, the Commission withhold from public inspection and grant confidential treatment to **Exhibit A**, a document that contains sensitive trade secrets and commercial information that falls within Exemption 4 of the Freedom of Information Act (“FOIA”).<sup>1</sup> Voyce is voluntarily providing this information, “of a kind that would customarily not be released to the public”; therefore, this information is “confidential” under FOIA.<sup>2</sup> Moreover, Voyce would suffer substantial competitive harm if this information were disclosed.<sup>3</sup> As such, **Exhibit A** is marked with the header “SUBJECT TO REQUEST FOR CONFIDENTIAL TREATMENT – NOT FOR PUBLIC INSPECTION.”

In support of this request and pursuant to Section 0.459(b) of the Commission’s rules,<sup>4</sup> Voyce hereby states as follows:

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<sup>1</sup> 5 U.S.C. § 552(b)(4).

<sup>2</sup> *Critical Mass Energy Project v. NRC*, 975 F.2d 871, 879 (D.C. Cir. 1992).

<sup>3</sup> See *Nat'l Parks & Conservation Ass'n v. Morton*, 498 F.2d 765 (D.C. Cir. 1974).

<sup>4</sup> 47 C.F.R. § 0.459(b).

**RICHMOND**

1519 Summit Avenue, Suite 102, Richmond, VA 23230

P: 804-441-8440 F: 804-441-8438

**TYSONS CORNER**

8200 Greensboro Drive, Suite 820, McLean, VA 22102

P: 703-485-3535 F: 703-485-3525

# PUBLIC VERSION

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

Voyce seeks confidential treatment of *Exhibit A* to the enclosed application.

## 2. DESCRIPTION OF CIRCUMSTANCES GIVING RISE TO THE SUBMISSION.<sup>6</sup>

As proof of Voyce's facilities readiness as required by Section 52.15(b)(3)(i)(D) of the Commission's rules, Voyce is submitting its MSA and pertinent service orders between it and its carrier partner as *Exhibit A*.

## 3. EXPLANATION OF THE DEGREE TO WHICH THE INFORMATION IS COMMERCIAL OR FINANCIAL, OR CONTAINS A TRADE SECRET OR IS PRIVILEGED.<sup>7</sup>

The information for which Voyce seeks confidential treatment contains sensitive commercial information which would customarily be guarded from competitors.<sup>8</sup> *Exhibit A* describes the agreement between Voyce and its carrier partner and contains proprietary commercial information concerning the operations and pricing of Voyce's carrier partner and Voyce's network, services, and operating costs and expenses.

## 4. EXPLANATION OF THE DEGREE TO WHICH THE INFORMATION CONCERNS A SERVICE THAT IS SUBJECT TO COMPETITION.<sup>9</sup>

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

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

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

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<sup>5</sup> 47 C.F.R. § 0.459(b)(1).

<sup>6</sup> 47 C.F.R. § 0.459(b)(2).

<sup>7</sup> 47 C.F.R. § 0.459(b)(3).

<sup>8</sup> 47 C.F.R. §§ 0.457(d) and 0.459.

<sup>9</sup> 47 C.F.R. § 0.459(b)(4).

<sup>10</sup> 47 C.F.R. § 0.459(b)(5).



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# PUBLIC VERSION

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

Voyce has not distributed the information in *Exhibit A* to the public.

**7. IDENTIFICATION OF WHETHER THE INFORMATION IS AVAILABLE TO THE PUBLIC AND THE EXTENT OF ANY PREVIOUS DISCLOSURE OF THE INFORMATION TO THIRD PARTIES.<sup>12</sup>**

Voyce has not previously disclosed the information in *Exhibit A* to the public or to third parties.

**8. JUSTIFICATION OF THE PERIOD DURING WHICH THE SUBMITTING PARTY ASSERTS THAT MATERIAL SHOULD NOT BE AVAILABLE FOR PUBLIC DISCLOSURE.<sup>13</sup>**

Voyce requests that *Exhibit A* be treated as confidential for a period of ten years. This period is necessary due to the proprietary nature of the information in *Exhibit A*.

**9. OTHER INFORMATION THAT VOYCE BELIEVES MAY BE USEFUL IN ASSESSING WHETHER ITS REQUEST FOR CONFIDENTIALITY SHOULD BE GRANTED.<sup>14</sup>**

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

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<sup>11</sup> 47 C.F.R. § 0.459(b)(6).

<sup>12</sup> 47 C.F.R. § 0.459(b)(7).

<sup>13</sup> 47 C.F.R. § 0.459(b)(8).

<sup>14</sup> 47 C.F.R. § 0.459(b)(9).



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# PUBLIC VERSION

Any questions you may have regarding this filing should please be directed to my attention at (804) 441-8701 or via email to [jbowser@rothjackson.com](mailto:jbowser@rothjackson.com). Thank you for your assistance in this matter.

Sincerely,



Joseph P. Bowser  
1519 Summit Ave, Suite 102  
Richmond, Virginia 23230  
T: (804) 441-8701  
F: (804) 441-8438  
[jbowser@rothjackson.com](mailto:jbowser@rothjackson.com)  
*Counsel to Voyce*



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# PUBLIC VERSION

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

*In the Matter of*

Voyce Telecom LLC

For Authorization to Obtain Numbering  
Resources Pursuant to Section 52.15(g) of  
The Commission's Rules

)  
)  
)  
)

WC Docket No. 23-\_\_\_\_\_

**APPLICATION OF VOYCE TELECOM LLC  
FOR AUTHORIZATION TO OBTAIN NUMBERING RESOURCES**

Voyce Telecom LLC (“Voyce”), pursuant to Section 52.15(g)(3)(i) of the Commission’s Rules, respectfully requests authorization to obtain numbering resources as described below.

As set forth in the Commission’s *Numbering Order*,<sup>1</sup> an interconnected VoIP provider may obtain numbering resources from the Numbering Administrator upon a showing that it is authorized to provide service in the area for which the numbering resources are requested. Such authorization may be obtained upon an application to the Commission containing the information detailed in Sections 52.15(g)(3)(i)(A)-(F) of the Commission’s Rules. Voyce, an interconnected VoIP provider (among other voice-related services), hereby requests the Commission grant it that authorization. In support of this application, Voyce provides the following information.

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<sup>1</sup> *Numbering Policies for Modern Communications et al.*, Report and Order, 30 FCC Rcd. 6839 (2015).

# PUBLIC VERSION

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

### (A) § 52.15(g)(3)(i)(A)

**Name:** Voyce Telecom LLC

**Address:** 8200 Greensboro Drive, Suite 820  
McLean, VA 22102

**Telephone:** 866-948-6923

**Qualified Personnel:** Rebecca Barkhuizen  
Gary Elliott  
Al Davis

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

**Name:** Rebecca Barkhuizen, VP of Operations

**Address:** 8200 Greensboro Drive, Suite 820  
McLean, VA 22102

**Telephone:** 737-249-0449

**Email:** rebecca.barkhuizen@voycetel.com

### (B) § 52.15(g)(3)(i)(B)

Voyce 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. Voyce hereby also acknowledges that this authorization is subject to compliance with industry guidelines and practices regarding numbering, as applicable to telecommunications carriers.

# PUBLIC VERSION

**(C) § 52.15(g)(3)(i)(C)**

Voyce 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)**

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

Voyce intends to provide interconnected VoIP services to end users initially in Florida, Virginia, and New York through its own facilities and those of its CLEC and voice service provider partners with which it has arrangements in place for routing traffic to the PSTN. Under its current agreements and established procedures, Voyce will be able to place nearly all numbers into service within a short timeframe, and all numbers will be placed into service within 60 days of activation. Voyce already has interconnection with the PSTN pursuant to this and other commercial arrangements that provide access to the PSTN.

As further proof of its facilities readiness, Voyce has attached to this application, as ***Exhibit A***, a confidential agreement between Voyce and one of its several CLEC carrier partners providing that the carrier partner will provide switching and transport services for traffic associated with Voyce's numbers and, in that connection, provide connectivity to the PSTN for inbound calls to and outbound calls from Voyce numbers. (Voyce has requested confidential treatment under the Commission's rules for ***Exhibit A***.) Also attached, as ***Exhibit B***, is evidence of the interconnection agreements between Voyce's CLEC service providers and incumbent local exchange carriers in Florida, Virginia, and New York.

# PUBLIC VERSION

**(E) § 52.15(g)(3)(i)(E)**

Voyce 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)**

Voyce hereby certifies that it has the financial, managerial, and technical expertise to provide reliable service, and has been doing so since its inception. It is financially stable, led by a strong, experienced management team with substantial managerial experience in the communications industry, and has sufficient technical expertise and infrastructure in place to provide reliable numbering and related VoIP services.

Voyce has the superior technical qualifications necessary to provide and maintain successful operations within its service area. Voyce has the capabilities to efficiently port and place numbers into service and successfully route calls. Additionally, Voyce's management team's lengthy experience with number porting enables it, along with its carrier partners, to create routing arrangements that seamlessly deliver calls to numbers directly assigned to Voyce.

Furthermore, Voyce's personnel have extensive business and network management experience in telecommunications-related businesses and in serving its targeted customer segment, including corporate enterprises and business customers of IP, communications, and information services. These individuals lead a team that is highly qualified to manage the operations of Voyce throughout its service area. Voyce's key management and technical

# PUBLIC VERSION

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:** The names, titles, and biographies of Voyce's key management and technical personnel are reflected in *Exhibit C* hereto; their contact information is above.

**(G) § 52.15(g)(3)(i)(G)**

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

# PUBLIC VERSION

Dated: May 31, 2023

Respectfully submitted,



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Mitchell N. Roth  
ROTH JACKSON  
8200 Greensboro Drive, Suite 820  
McLean, VA 22102  
Phone: 703-485-3536  
Fax: 703-485-3525  
[mroth@rothjackson.com](mailto:mroth@rothjackson.com)

*Counsel to Voyce Telecom LLC*

# PUBLIC VERSION

## EXHIBIT A

### NUMBERING AUTHORIZATION APPLICATION OF VOYCE TELECOM LLC

#### AGREEMENT BETWEEN VOYCE TELECOM LLC, AND CARRIER PARTNER

SUBJECT TO REQUEST FOR CONFIDENTIAL TREATMENT – NOT FOR PUBLIC  
INSPECTION

# PUBLIC VERSION

## EXHIBIT B

### NUMBERING AUTHORIZATION APPLICATION OF VOYCE TELECOM LLC

**CARRIER PARTNER-INCUMBET LOCAL EXCHANGE CARRIER**  
**INTERCONNECTION AGREEMENTS IN NEW YORK, VIRGINIA, AND FLORIDA**

# **PUBLIC VERSION**

Agreement Number: 14-FCNYPeerless-001

## **AGREEMENT FOR LOCAL INTERCONNECTION**

**between**

**Frontier Communications of New York, Inc**

**and**

**Peerless Network of New York, LLC**

# PUBLIC VERSION

Agreement Number: 14-FCNYPeerless-001

## AGREEMENT FOR LOCAL INTERCONNECTION

This Agreement For Local Interconnection ("Agreement") made this 9th day of July, 2015, is by and between Frontier Communications of New York, Inc., a New York corporation, having its principal place of business at 3 High Ridge Park, Stamford, CT 06905 ("Frontier") and Peerless Networks of New York, LLC, a Delaware corporation, having its principal place of business at 222 south Riverside Plaza, Suite 2730, Chicago, Illinois 60606 ("Carrier"). Frontier and Carrier may also be referred to herein singularly as a "Party" or collectively as "the Parties".

### **SECTION 1. RECITALS AND PRINCIPLES**

Frontier is a telecommunications company authorized to provide telecommunications services in the State of New York; and

Carrier is a telecommunications company authorized by the Commission to provide local exchange telecommunications services in the State of New York; and

The Parties have in good faith negotiated, and agreed on local Interconnection terms and conditions as set forth below; and

In consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Carrier and Frontier hereby covenant and agree as follows:

### **SECTION 2. GENERAL DEFINITIONS**

Except as otherwise specified herein, the following definitions will apply to all sections contained in this Agreement. Additional definitions that are specific to the matters covered in a particular section may appear in that section.

2.1. Access Service is a service that connects interexchange carriers to their End Users located within a local access and transport area (LATA). Access service is used in originating and terminating intraLATA/interLATA toll telecommunications.

2.2. Access Service Request (ASR) means the industry standard forms and supporting documentation used for ordering Access Services. The ASR will be used to identify the specific trunking and facilities request for Interconnection.

2.3. Act means the Telecommunications Act of 1934, as amended from time to time.

2.4. Automatic Number Identification (ANI) refers to the number transmitted through the network identifying the calling party.

2.5. CLLI Codes means Common Language Location Identifier Codes

2.6. Commission means the governing state regulatory commission, board or authority (PSC, PUC, etc.).

2.7. Competitive Local Exchange Carrier (CLEC) means a telephone company certified by the Commission, for Frontier's franchised area, to provide local exchange service within Frontier's franchised area, and which has a Local Exchange Carrier Tariff approved by the Commission.

2.8. DS1 is a digital signal rate of 1.544 Megabits per second ("Mbps").

# PUBLIC VERSION

Agreement Number: 14-FCNYPeerless-001

the interpretation or effect of these rules or orders or an admission by either party that the existing rules or order shall not be changed, vacated dismissed or modified.

10.4 The Parties jointly agree to cooperate in the filing of this Interconnection Agreement and share equally the expenses associated with obtaining Commission approval.

## **SECTION 11. ENTIRE AGREEMENT**

This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party will be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

## **SECTION 12. TERM OF AGREEMENT**

12.1 This Agreement will become effective upon the first business day following the date this Agreement has been approved by the Commission and will continue for a period of one (1) year unless terminated earlier under the conditions set forth herein. This Agreement will be automatically renewed for successive periods of six (6) months after the initial term unless either Party provides the other Party with no less than ninety (90) day's prior, written notification of, in the case of Frontier, its intent to terminate this Agreement, or, in the case of either Party, its desire to renegotiate at the end of the initial or any successive period. If Carrier does not respond to Frontier's written notification of the intent to terminate the Agreement prior to the expiration of the Agreement term, the Agreement will terminate and not renew at the end of the Agreement term. Either Party may send a request to renegotiate this Agreement upon its termination and the Parties intend that the negotiation and arbitration processes of the Act will be applicable to such a request. The date of the notice to negotiate a successor agreement will be the starting point for the negotiation window under Section 252 of the Act. The Parties intend that a renegotiated or arbitrated Agreement will be effective as of the date of termination of this Agreement and any new negotiated or arbitrated rates will be subject to true-up as of the termination date of this Agreement.

12.2 Upon termination or expiration of this Agreement each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement.

12.3 Termination upon Ordering and Implementation Inactivity. Notwithstanding anything to the contrary contained herein, Frontier may terminate this Agreement in the event Carrier has not (a) placed any initial orders for any of the services to be provided pursuant to this Agreement and (b) implemented any said services to Carrier customers within one (1) year from the Effective Date of this Agreement.

## **SECTION 13. INSURANCE**

13.1 Carrier will carry or cause to be carried the following insurance coverage which will be paid for and maintained at all times during the term of this Agreement. Such coverage will be provided through an insurance provider with an A.M. Best financial rating of "A" or better. Frontier shall be named as an additional insured on all applicable policies as specified below except for Workers' Compensation.

(i) Commercial General Liability Insurance with a minimum limit of liability of \$2,000,000.00 combined single limit for each occurrence for bodily injury including death, and property damage. Such coverage under the Contractual Liability section will be broad enough to cover the terms and conditions of the Indemnification clause included with this Agreement. Coverage for explosion collapse and underground ("x, c, u") will be included.

# PUBLIC VERSION

Agreement Number: 14-FCNYPeerless-001

The Parties have caused this Local Interconnection Agreement to be executed on their behalf on the dates set forth below.

Peerless Networks of New York, LLC

By: Scott Kelly  
Typed: Scott Kelly  
Title: EVP Operations  
Date: 7/23/15

Frontier Communications of New York, Inc.

By: Michael Daniel  
Typed: Michael Daniel  
Title: SVP Carrier Services & CPE  
Date: 7-9-15

# **PUBLIC VERSION**

Agreement Number: 18-PeerlessFTR-001

## **AGREEMENT FOR LOCAL INTERCONNECTION**

**between**

**Frontier Telephone of Rochester, Inc.**

**and**

**Peerless Network of New York, LLC**

# PUBLIC VERSION

Agreement Number: 18-PeerlessFTR-001

## AGREEMENT FOR LOCAL INTERCONNECTION

This Agreement For Local Interconnection ("Agreement") made this 27<sup>th</sup> day of March, 2018, is by and between Frontier Telephone of Rochester, Inc., a New York corporation, having its principal place of business at 401 Merritt 7, Norwalk, CT 06851 ("Frontier") and Peerless Network of New York, LLC, a New York limited liability company, having its principal place of business at 222 South Riverside Plaza, Suite 2730, Chicago, IL 60606 ("Carrier"). Frontier and Carrier may also be referred to herein singularly as a "Party" or collectively as "the Parties".

### **SECTION 1. RECITALS AND PRINCIPLES**

Frontier is a telecommunications company authorized to provide telecommunications services in the State of New York; and

Carrier is a telecommunications company authorized by the Commission to provide local exchange telecommunications services in the State of New York; and

The Parties have in good faith negotiated, and agreed on local Interconnection terms and conditions as set forth below; and

In consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Carrier and Frontier hereby covenant and agree as follows:

### **SECTION 2. GENERAL DEFINITIONS**

Except as otherwise specified herein, the following definitions will apply to all sections contained in this Agreement. Additional definitions that are specific to the matters covered in a particular section may appear in that section.

2.1. Access Service is a service that connects interexchange carriers to their End Users located within a local access and transport area (LATA). Access service is used in originating and terminating intraLATA/interLATA toll telecommunications.

2.2. Access Service Request (ASR) means the industry standard forms and supporting documentation used for ordering Access Services. The ASR will be used to identify the specific trunking and facilities request for Interconnection.

2.3. Act means the Telecommunications Act of 1934, as amended from time to time.

2.4. Automatic Number Identification (ANI) refers to the number transmitted through the network identifying the calling party.

2.5. CLLI Codes means Common Language Location Identifier Codes

2.6. Commission means the governing state regulatory commission, board or authority (PSC, PUC, etc.).

2.7. Competitive Local Exchange Carrier (CLEC) means a telephone company certified by the Commission, for Frontier's franchised area, to provide local exchange service within Frontier's franchised area, and which has a Local Exchange Carrier Tariff approved by the Commission.

# PUBLIC VERSION

Agreement Number: 18-PeerlessFTR-001

rules, regulations or orders become effective, then the Parties shall resolve their dispute under the applicable procedures set forth in the Dispute Resolution Section of this Agreement.

10.3 The Parties acknowledge that terms of this Agreement were established pursuant to FCC and Commission orders. Nothing in this Agreement shall be deemed an admission by the Parties regarding the interpretation or effect of these rules or orders or an admission by either party that the existing rules or order shall not be changed, vacated dismissed or modified.

10.4 The Parties jointly agree to cooperate in the filing of this Interconnection Agreement and share equally the expenses associated with obtaining Commission approval.

## **SECTION 11. ENTIRE AGREEMENT**

This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party will be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

## **SECTION 12. TERM OF AGREEMENT**

12.1 This Agreement will become effective upon the first business day following the date this Agreement has been approved by the Commission and will continue for a period of one (1) year unless terminated earlier under the conditions set forth herein. This Agreement will be automatically renewed for successive periods of six (6) months after the initial term unless either Party provides the other Party with no less than ninety (90) day's prior, written notification of, in the case of Frontier, its intent to terminate this Agreement, or, in the case of either Party, its desire to renegotiate at the end of the initial or any successive period. If Carrier does not respond to Frontier's written notification of the intent to terminate the Agreement prior to the expiration of the Agreement term, the Agreement will terminate and not renew at the end of the Agreement term. Either Party may send a request to renegotiate this Agreement upon its termination and the Parties intend that the negotiation and arbitration processes of the Act will be applicable to such a request. The date of the notice to negotiate a successor agreement will be the starting point for the negotiation window under Section 252 of the Act. The Parties intend that a renegotiated or arbitrated Agreement will be effective as of the date of termination of this Agreement and any new negotiated or arbitrated rates will be subject to true-up as of the termination date of this Agreement.

12.2 Upon termination or expiration of this Agreement each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement.

12.3 Termination upon Ordering and Implementation Inactivity. Notwithstanding anything to the contrary contained herein, Frontier may terminate this Agreement in the event Carrier has not (a) placed any initial orders for any of the services to be provided pursuant to this Agreement and (b) implemented any said services to Carrier customers within one (1) year from the Effective Date of this Agreement.

## **SECTION 13. INSURANCE**

13.1 Carrier will carry or cause to be carried the following insurance coverage which will be paid for and maintained at all times during the term of this Agreement. Such coverage will be provided through an insurance provider with an A.M. Best financial rating of "A" or better. Frontier shall be named as an additional insured on all applicable policies as specified below except for Workers' Compensation.

# PUBLIC VERSION

Agreement Number: 18-PeerlessFTR-001

The Parties have caused this Local Interconnection Agreement to be executed on their behalf on the dates set forth below.

**Peerless Network of New York, LLC**

DocuSigned by:  
By: Scott Kell  
E499DC691D64478...

Typed: Scott Kell

Title: EVP of Operations

Date: 3/20/2018

**Frontier Telephone of Rochester, Inc.**

By: Michael L. Daniel

Typed: Michael Daniel

Title: SVP Carrier Sales & Service

Date: 3-27-18

# PUBLIC VERSION

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

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



October 16, 2007

## **BY HAND**

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

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

Dear Secretary Brilling:

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

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

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

Respectfully submitted,

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

Keefe B. Clemons

cc: Scott Kell (By E-Mail)

# **PUBLIC VERSION**

## **AGREEMENT**

**by and between**

**PEERLESS NETWORK OF NEW YORK, LLC**

**and**

**VERIZON NEW YORK INC.**

**FOR THE STATE OF**

**NEW YORK**

# PUBLIC VERSION

## AGREEMENT

## PREFACE

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

## GENERAL TERMS AND CONDITIONS

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

### 1. The Agreement

- 1.1 This Agreement includes: (a) the Principal Document; (b) the Tariffs of each Party applicable to the Services that are offered for sale by it in the Principal Document (which Tariffs are incorporated into and made a part of this Agreement by reference); and, (c) an Order by a Party that has been accepted by the other Party.
- 1.2 Except as otherwise expressly provided in the Principal Document (including, but not limited to, the Pricing Attachment), conflicts among provisions in the Principal Document, Tariffs, and an Order by a Party that has been accepted by the other Party, shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) the Principal Document; (b) the Tariffs; and, (c) an Order by a Party that has been accepted by the other Party. The fact that a provision appears in the Principal Document but not in a Tariff, or in a Tariff but not in the Principal Document, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 1.2.
- 1.3 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof, provided, however, notwithstanding any other provision of this Agreement or otherwise, this Agreement is an amendment, extension and restatement of the Parties' prior interconnection and resale agreement(s), if any, and, as such, this Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to any prior interconnection or resale agreements and, accordingly, all monetary obligations of the Parties to one another under any prior interconnection or resale agreements shall remain in full force and effect and shall constitute monetary obligations of the Parties under this Agreement (provided, however, that nothing contained in this Agreement shall convert any claim or debt that would otherwise constitute a prepetition claim or debt in a bankruptcy case into a postpetition claim or debt). In connection with the foregoing, Verizon expressly reserves all of its rights under the Bankruptcy Code and Applicable Law to seek or oppose any relief in respect of the assumption, assumption and assignment, or rejection of any interconnection or resale agreements between Verizon and PN.

# PUBLIC VERSION

- 1.4 Except as otherwise provided in the Principal Document, the Principal Document may not be waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, a Party shall have the right to add, modify, or withdraw, its Tariff(s) at any time, without the consent of, or notice to, the other Party.
- 2. Term and Termination**
  - 2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until October 10, 2009 (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.
  - 2.2 Either PN or Verizon may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.
  - 2.3 If either PN or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either PN or Verizon has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 12), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between PN and Verizon; or, (b) the date one (1) year after the proposed date of termination.
  - 2.4 If either PN or Verizon provides notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither PN nor Verizon has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff or Statement of Generally Available Terms (SGAT).
- 3. Glossary and Attachments**

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

  - Additional Services Attachment
  - Interconnection Attachment
  - Resale Attachment
  - Network Elements Attachment
  - Collocation Attachment
  - 911 Attachment
  - Pricing Attachment
- 4. Applicable Law**
  - 4.1 The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the

# PUBLIC VERSION

## SIGNATURE PAGE

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

PEERLESS NETWORK OF NEW YORK, LLC

By:



Printed: Scott Kell

Title: SVP Operations and Engineering

VERIZON NEW YORK INC.

By:



Printed: Gary Librizzi

Title: Director - Negotiations

# **PUBLIC VERSION**

## **INTERCONNECTION AGREEMENT**

**By and Between**

**PEERLESS NETWORK OF NEW YORK, LLC**

**And**

**TACONIC TELEPHONE CORP  
d/b/a CONSOLIDATED COMMUNICATIONS**

# PUBLIC VERSION

This Interconnection Agreement ("Agreement") is made effective by and between Peerless Network of New York, LLC ("Peerless") a corporation organized under the laws of the State of New York with offices at 222 South Riverside Plaza, Suite 2730, Chicago, IL 60606 and Taconic Telephone Corp. d/b/a Consolidated Communications ("Consolidated") a corporation organized under the laws of the State of New York, with offices at 1 Taconic Place, Chatham, NY 12037. Consolidated and Peerless may also be referred to herein singularly as a "Party" or collectively as the "Parties."

## RECITALS

WHEREAS, Consolidated is an incumbent local exchange carrier and Peerless is a competitive local exchange carrier and both Parties are authorized by the New York Public Service Commission ("Commission") to provide telecommunications services in the State of New York; and

WHEREAS, Sections 251 and 252 of the Communications Act of 1934 as amended by the Telecommunications Act of 1996 (the "Act") have specific requirements for interconnection, and the Parties intend to comply with these requirements; and

WHEREAS, The Parties desire to interconnect their respective networks to allow either Party to exchange Local Traffic and Tandem Transit Traffic with the other Party; and

WHEREAS the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Act and applicable law; and

WHEREAS, the Parties have arrived at this Agreement through negotiations undertaken pursuant to the Act;

NOW THEREFORE, in consideration of the mutual obligations set forth below, the Parties agree to the following terms and conditions:

### **1. Scope of Agreement**

- 1.1 This Agreement addresses the terms and conditions under which Peerless and Consolidated agree to exchange Local Traffic and Tandem Transit Traffic between their respective End Users, at rates as specified in Schedule I, by a direct or indirect connection at the Point of Interconnection (POI) in accordance with this Agreement. All traffic that either Party may deliver to the POI that falls outside of the definition of Local Traffic or Tandem Transit Traffic shall not be subject to the terms and conditions of this Agreement (the "Excluded Traffic") but may be subject to other arrangements and/or tariffs of the Parties which shall govern the intercarrier treatment of such Excluded Traffic. The Parties further agree that they will strictly construe the definition of Local Traffic and will ensure that they each will abide by the additional terms and conditions of Section 8 regarding facilities and traffic addressed under this Agreement.

# PUBLIC VERSION

## 14. Term of Agreement, Regulatory Approvals and Filing

- 14.1 This Agreement shall commence when fully executed and approved by the Commission or allowed to take effect by operation of law and have an initial term of one (1) year from the date of that Commission approval. This Agreement shall automatically renew for successive one (1) year periods, unless either Party gives written notice at least sixty (60) days prior to the expiration of the initial, or any renewal term, of its desire not to renew. If such termination notice is given, this Agreement shall not renew. However, the Parties will continue to exchange traffic to the mutual benefit of their respective End Users; provided, however, that physical termination of the connection of the Parties' respective networks established in this Agreement shall occur only in compliance with applicable rules and regulations of the Commission. During the period prior to termination, the Parties agree to cooperate with one another in ensuring that the exchange of Local Traffic as provided for in this Agreement is not disrupted and to respond to any Commission inquiry that may occur regarding the termination of this Agreement.
- 14.2 Each Party is responsible for obtaining and maintaining in effect all state regulatory commission approvals and certifications that are required for that Party's provision of local exchange and/or local exchange access services in the service areas covered by this Agreement.
- 14.3 The Parties agree to jointly file this Agreement with the Commission and to fully cooperate with each other in obtaining Commission approval.
- 14.4 If either Party terminates this Agreement pursuant to Section 14.1, either Party may request renegotiation of a successor agreement by providing written notice thereof to the other Party within sixty (60) days of receipt of the termination notice. Any such request shall be deemed by both Parties to be a request for Interconnection pursuant to Section 252 of the Act (or any successor provision), regardless of which Party made such request.
- 14.5 If either Party requests renegotiation of this Agreement pursuant to Sections 14.4 above, the rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of one hundred eighty (180) days from the expiration or termination of this Agreement or the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act. Provided however, if the Parties by written mutual agreement extend the negotiation period or if the Parties are actively involved in arbitration of a successor agreement this Agreement shall continue in effect until such negotiations or arbitration is completed and a successor agreement is in effect.

# PUBLIC VERSION

## 33. Termination for Material Breach

33.1 Either Party may terminate this Agreement for cause upon sixty (60) days prior written notice if (a) the other Party materially breaches this Agreement or defaults on its obligations and fails to cure such breach or default during such sixty (60) day period, (b) the other Party's authority to provide the services provided herein is revoked or terminated, or (c) the other Party is insolvent, or files for bankruptcy (or other protection from creditors generally) and such bankruptcy petition is not dismissed within sixty (60) days. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of the termination had already accrued to the other Party or which thereafter accrues in any respect for any act or omission occurring prior to the termination relating to an obligation which is expressly stated in this Agreement.

**IN WITNESS WHEREOF**, the Parties agree this Agreement shall be deemed effective upon approval by the Commission or upon being permitted to go into effect by operation of law, and each Party warrants that it has caused this Agreement to be signed and delivered by its duly authorized representative.

By: TACONIC TELEPHONE CORP.



Signature

Sarah Davis

Typed or Printed Name

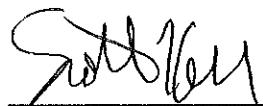
Senior Director – Wholesale Strategies

Title

1-15-2019

Date

By: PEERLESS NETWORK OF  
NEW YORK, LLC.



Signature

Scott Kell

Typed or Printed Name

Exec. Vice President of Operations

Title

1/15/19

Date

# PUBLIC VERSION



Jennifer L. McClellan  
Assistant General Counsel

Clerk's Office

2011 SEP 13 P 4:33

RECEIVED - CLERK'S OFFICE

703 E. Grace Street  
Richmond, VA 23219-2441  
Voice 804-772-1512  
Fax 804-772-2143  
Email:jennifer.l.mcclellan@verizon.com

11092011

September 13, 2011

Mr. Joel H. Peck, Clerk  
State Corporation Commission  
Document Control Center  
Post Office Box 2118  
Richmond, VA 23216

**Re: Interconnection Agreement between Verizon South Inc. and  
Peerless Network of Virginia, LLC  
Case No. PUC-2011-00062**

Dear Mr. Peck:

Enclosed for the Commission's approval is the original and two (2) copies of an Interconnection Agreement between Verizon South Inc. ("Verizon") and Peerless Network of Virginia, LLC ("Peerless") under Section 252(e) of the Telecommunications Act of 1996 ("the Act") in the above-referenced case.

This letter will serve as the Notice of Filing required by the rules and Parties will provide a copy of the Agreement any interested party upon request thereof.

Thank you for bringing this matter to the attention of the Commission.

Respectfully submitted,

Enclosures

Copy to:

William Irby  
Office of the Attorney General  
Dennis Meldazis

# PUBLIC VERSION

110920121

## AGREEMENT

by and between

PEERLESS NETWORK OF VIRGINIA, LLC

and

VERIZON SOUTH INC.

FOR THE COMMONWEALTH OF

VIRGINIA

# PUBLIC VERSION

## AGREEMENT

## PREFACE

This Agreement ("Agreement") shall be deemed effective as of August 8, 2011 (the "Effective Date"), between Peerless Network of Virginia, LLC ("Peerless"), a limited liability company organized under the laws of the State of Virginia, with offices at 222 S Riverside Plaza, Suite 2730, Chicago, IL 60606 and Verizon South Inc. ("Verizon"), a corporation organized under the laws of the Commonwealth of Virginia with offices at 201 N. Franklin Street, One Tampa City Center, Tampa, FL 33602 (Verizon and Peerless may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

## GENERAL TERMS AND CONDITIONS

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

### 1. The Agreement

- 1.1 This Agreement includes: (a) the Principal Document; (b) the Tariffs of each Party applicable to the Services that are offered for sale by it in the Principal Document (which Tariffs are incorporated into and made a part of this Agreement by reference); and, (c) an Order by a Party that has been accepted by the other Party.
- 1.2 Except as otherwise expressly provided in the Principal Document (including, but not limited to, the Pricing Attachment), conflicts among provisions in the Principal Document, Tariffs, and an Order by a Party that has been accepted by the other Party, shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) the Principal Document; (b) the Tariffs; and, (c) an Order by a Party that has been accepted by the other Party. The fact that a provision appears in the Principal Document but not in a Tariff, or in a Tariff but not in the Principal Document, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 1.2.
- 1.3 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof, provided, however, notwithstanding any other provision of this Agreement or otherwise, this Agreement is an amendment, extension and restatement of the Parties' prior interconnection and resale agreement(s), if any, and, as such, this Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to any prior interconnection or resale agreements and, accordingly, all monetary obligations of the Parties to one another under any prior interconnection or resale agreements shall remain in full force and effect and shall constitute monetary obligations of the Parties under this Agreement (provided, however, that nothing contained in this Agreement shall convert any claim or debt that would otherwise constitute a prepetition claim or debt in a bankruptcy case into a postpetition claim or debt). In connection with the foregoing, Verizon expressly reserves all of its rights under the Bankruptcy Code and Applicable Law to seek or oppose any relief in respect of the assumption, assumption and assignment, or rejection of any interconnection or resale agreements between Verizon and Peerless.

# PUBLIC VERSION

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 August 7, 2013 (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 Peerless or Verizon may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.

2.3 If either Peerless or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either Peerless or Verizon has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 12), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between Peerless and Verizon; or, (b) the date one (1) year after the proposed date of termination.

2.4 If either Peerless or Verizon provides notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither Peerless nor Verizon has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff or Statement of Generally Available Terms (SGAT).

## 3. Glossary and Attachments

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

Additional Services Attachment

Interconnection Attachment

Resale Attachment

Network Elements Attachment

Collocation Attachment

911 Attachment

Pricing Attachment

## 4. Applicable Law

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

# PUBLIC VERSION

## SIGNATURE PAGE

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

PEERLESS NETWORK OF VIRGINIA, LLC

By: 

Printed: Scott Kell

Title: Executive Vice President

25 August 2011

VERIZON SOUTH INC.

By: 

Printed: Jennifer Ross

Title: Director - Interconnection

# PUBLIC VERSION



Jennifer L. McClellan  
Assistant General Counsel

Clerk's Office

2011 SEP 13 P 4:32

703 E. Grace Street  
Richmond, VA 23219-2441  
Voice 804-772-1512  
Fax 804-772-2143  
Email:jennifer.l.mcclellan@verizon.com

110920118

September 13, 2011

Mr. Joel H. Peck, Clerk  
State Corporation Commission  
Document Control Center  
Post Office Box 2118  
Richmond, VA 23216

**Re: Interconnection Agreement between Verizon Virginia Inc. and  
Peerless Network of Virginia, LLC  
Case No. PUC-2011-00001**

Dear Mr. Peck:

Enclosed for the Commission's approval is the original and two (2) copies of an Interconnection Agreement between Verizon Virginia Inc. ("Verizon") and Peerless Network of Virginia, LLC ("Peerless") under Section 252(e) of the Telecommunications Act of 1996 ("the Act") in the above-referenced case.

This letter will serve as the Notice of Filing required by the rules and Parties will provide a copy of the Agreement any interested party upon request thereof.

Thank you for bringing this matter to the attention of the Commission.

Respectfully submitted,

Enclosures

Copy to:

William Irby  
Office of the Attorney General  
Dennis Meldazis

# PUBLIC VERSION

11092018

## AGREEMENT

by and between

PEERLESS NETWORK OF VIRGINIA, LLC

and

VERIZON VIRGINIA INC.

FOR THE COMMONWEALTH OF

VIRGINIA

# PUBLIC VERSION

## AGREEMENT

## PREFACE

This Agreement ("Agreement") shall be deemed effective as of August 8, 2011 (the "Effective Date"), between Peerless Network of Virginia, LLC ("Peerless"), a limited liability company organized under the laws of the State of Virginia, with offices at 222 S Riverside Plaza, Suite 2730, Chicago, IL 60606 and Verizon Virginia Inc. ("Verizon"), a corporation organized under the laws of the Commonwealth of Virginia with offices at 703-713 East Grace Street, Richmond, VA 23219 (Verizon and Peerless may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

## GENERAL TERMS AND CONDITIONS

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

### 1. The Agreement

- 1.1 This Agreement includes: (a) the Principal Document; (b) the Tariffs of each Party applicable to the Services that are offered for sale by it in the Principal Document (which Tariffs are incorporated into and made a part of this Agreement by reference); and, (c) an Order by a Party that has been accepted by the other Party.
- 1.2 Except as otherwise expressly provided in the Principal Document (including, but not limited to, the Pricing Attachment), conflicts among provisions in the Principal Document, Tariffs, and an Order by a Party that has been accepted by the other Party, shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) the Principal Document; (b) the Tariffs; and, (c) an Order by a Party that has been accepted by the other Party. The fact that a provision appears in the Principal Document but not in a Tariff, or in a Tariff but not in the Principal Document, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 1.2.
- 1.3 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof, provided, however, notwithstanding any other provision of this Agreement or otherwise, this Agreement is an amendment, extension and restatement of the Parties' prior interconnection and resale agreement(s), if any, and, as such, this Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to any prior interconnection or resale agreements and, accordingly, all monetary obligations of the Parties to one another under any prior interconnection or resale agreements shall remain in full force and effect and shall constitute monetary obligations of the Parties under this Agreement (provided, however, that nothing contained in this Agreement shall convert any claim or debt that would otherwise constitute a prepetition claim or debt in a bankruptcy case into a postpetition claim or debt). In connection with the foregoing, Verizon expressly reserves all of its rights under the Bankruptcy Code and Applicable Law to seek or oppose any relief in respect of the assumption, assumption and assignment, or rejection of any interconnection or resale agreements between Verizon and Peerless.

# PUBLIC VERSION

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 August 7, 2013 (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 Peerless or Verizon may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.
- 2.3 If either Peerless or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either Peerless or Verizon has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 12), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between Peerless and Verizon; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 If either Peerless or Verizon provides notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither Peerless nor Verizon has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff or Statement of Generally Available Terms (SGAT).

## 3. Glossary and Attachments

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

Additional Services Attachment

Interconnection Attachment

Resale Attachment

Network Elements Attachment

Collocation Attachment

911 Attachment

Pricing Attachment

## 4. Applicable Law

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

# PUBLIC VERSION

## SIGNATURE PAGE

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

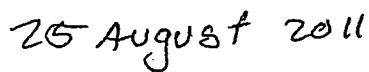
PEERLESS NETWORK OF VIRGINIA, LLC

By:



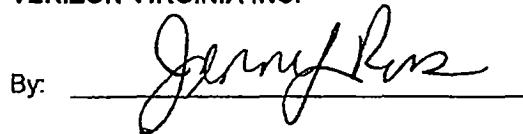
Printed: Scott Kell

Title: Executive Vice President



VERIZON VIRGINIA INC.

By:



Printed: Jennifer Ross

Title: Director - Interconnection

# PUBLIC VERSION



SCC-CLERK'S OFFICE  
DOCUMENT CONTROL CENTER

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June 24, 2014

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## VIA OVERNIGHT MAIL

Mr. Joel H. Peck, Clerk  
Document Control Center  
Virginia State Corporation Commission  
1300 E. Main Street  
Richmond, VA 23219

Re: 20 VAC 5-419-20 Rules Governing the Filing of Interconnections Agreements –  
CenturyLink and Peerless Network of Virginia, LLC

Dear Mr. Peck:

P11C-2014-00029

Pursuant to Section 252(e) of the Telecommunications Act of 1996, enclosed for the Commission's approval are an original and two (2) copies of a negotiated Interconnection Agreement ("Agreement") between Central Telephone Company of Virginia d/b/a CenturyLink and United Telephone Southeast LLC d/b/a CenturyLink (collectively "CenturyLink") and Peerless Network of Virginia, LLC ("Peerless").

Peerless is authorized to provide telecommunications service in Virginia and authorized CenturyLink to file this Agreement on its behalf.

The Peerless contact information is:

Patrick Phipps, Director, Regulatory Affairs  
Peerless Network of Virginia, LLC  
222 South Riverside Plaza, Suite 2730  
Chicago, IL 60606

The CenturyLink contact information is:

L.T. Christiansen, Director – Wholesale Contracts  
CenturyLink  
930 15<sup>th</sup> Street, 6<sup>th</sup> Floor  
Denver, CO 80202

# PUBLIC VERSION

Joel H. Peck, Clerk  
June 24, 2014  
Page 2

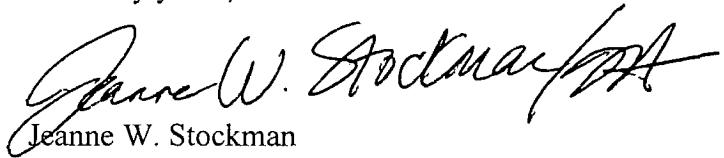
FEDERAL  
COMMISSION  
ON ENERGY  
REGULATION

This letter will serve as Notice of Filing required by the rules and parties will provide a copy of the Agreement to any interested party upon request.

An extra copy of the cover letter is also enclosed. Please stamp the extra copy as "Filed" and return it to me in the usual manner. Thank you for your assistance in this matter. Please call me at (919) 554-7621 if there are any questions.

Thank you for bringing this matter to the attention of the Commission

Sincerely yours,



A handwritten signature in black ink, appearing to read "Jeanne W. Stockman".

Jeanne W. Stockman

JWS/jh  
Enclosures

cc:        Patrick Phipps (*on behalf of Peerless Network of Virginia, LLC*)  
              Richard Schollmann

# PUBLIC VERSION



## INTERCONNECTION AGREEMENT

BY AND BETWEEN

CENTRAL TELEPHONE COMPANY OF VIRGINIA dba CENTURYLINK

UNITED TELEPHONE SOUTHEAST LLC dba CENTURYLINK

AND

PEERLESS NETWORK OF VIRGINIA, LLC

FOR THE COMMONWEALTH OF

VIRGINIA

# PUBLIC VERSION

This Interconnection Agreement (the "Agreement"), is entered into by and between Central Telephone Company of Virginia d/b/a CenturyLink and United Telephone Southeast LLC d/b/a CenturyLink (CenturyLink), the Incumbent Local Exchange Carriers in the Commonwealth of Virginia, and Peerless Network of Virginia, LLC, (CLEC) in its capacity as a certified provider of local wireline Telecommunications Service in the Commonwealth of Virginia, CenturyLink and CLEC are herein referred to collectively as the "Parties" and each individually as a "Party". This Agreement covers services in the Commonwealth of Virginia only (the "State").

**WHEREAS**, the Parties wish to interconnect their local exchange networks for the purposes of transmission and termination of Local Traffic (as hereinafter defined), so that customers of each can receive calls that originate on the other's network and place calls that terminate on the other's network; and

**WHEREAS**, the Parties desire to exchange such traffic and related signaling in a technically and economically efficient manner at defined and mutually agreed upon Interconnection points; and

**WHEREAS**, the Parties wish to set forth terms for the purchase of Unbundled Network Elements, Resale, Additional Services and for Collocation arrangements for the provision of Telecommunications Services; and

**NOW, THEREFORE**, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and without waiving any reservation of rights set forth herein, CenturyLink and CLEC hereby covenant and agree as follows:

140640188

# PUBLIC VERSION

140640100

## ARTICLE II. GENERAL TERMS AND CONDITIONS

### **3. APPLICATION OF THESE GENERAL TERMS AND CONDITIONS**

- 3.1 Except as may otherwise be set forth in a particular Article or attachments incorporated by reference within this Agreement, in which case the provisions of such Article or attachment shall control, these General Terms & Conditions apply to all Articles and Appendices of this Agreement.

### **4. POSITION OF THE PARTIES**

- 4.1 This Agreement is an integrated package that reflects a balancing of interests critical to the Parties. The Parties agree that their entry into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements and/or matters related to CenturyLink's rates and cost recovery that may be covered in this Agreement. CLEC agrees to accept these terms and conditions with CenturyLink based on this Agreement as reciprocal where applicable. Furthermore, to the extent they apply to CenturyLink's provision of services and/or facilities to CLEC, such terms are intended to apply only to the extent required by Applicable Law.

### **5. INTENTIONALLY LEFT BLANK**

### **6. REGULATORY APPROVALS**

- 6.1 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with §252 of the Act within thirty (30) Days after obtaining the last required Agreement signature. CenturyLink and CLEC shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

### **7. EFFECTIVE DATE, TERM AND TERMINATION**

- 7.1 Effective Date. Subject to Section 6.1, this Agreement shall become effective on the date of Commission Approval ("Effective Date"); however the Parties may agree to implement the provisions of this Agreement upon execution by both Parties.

- 7.1.1 Notwithstanding the above, the initiation of a new CLEC account, any new provision of service or obligation or any revision to currently existing services or obligations shall not take effect for up to sixty (60) Days after execution by both Parties to accommodate required initial processes. No order or request for services under this Agreement shall be processed nor shall any CenturyLink obligation take effect before CLEC has established a customer account with CenturyLink and has completed any implementation, planning, and forecasting requirements as described in this Agreement.

# PUBLIC VERSION

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- 7.2 Term. This Agreement shall continue for a period of three (3) years after execution by both Parties (the "Initial Term"), unless terminated earlier in accordance with the terms of this Agreement. If neither Party terminates this Agreement as of the last day of the Initial Term, this Agreement shall continue in force and effect on a month-to-month basis unless and until terminated as provided in this Agreement.
- 7.2.1 Notwithstanding the above, CenturyLink may terminate this Agreement after six consecutive months of inactivity on the part of CLEC. Inactivity is defined as CLEC's failure, as required in this Agreement, to initiate the required pre-ordering activities, CLEC's failure to submit any orders, or CLEC's failure to originate or terminate any Local Traffic.
- 7.3 Notice of Termination. Either Party may terminate this Agreement effective upon the expiration of the Initial Term by providing written notice of termination (Notice of Termination) at least ninety (90) Days prior to the last day of the Initial Term. Either Party may terminate this Agreement after the Initial Term by providing a Notice of Termination at least thirty (30) Days prior to the effective date of such termination.
- 7.4 Effect on Termination of Negotiating Successor Agreement. If either Party provides Notice of Termination pursuant to Section 7.3 and, on or before the noticed date of termination (the "End Date"), either Party has requested negotiation of a new interconnection agreement, such notice shall be deemed to constitute a bona fide request to negotiate a replacement agreement for interconnection, services or network elements pursuant to §252 of the Act and this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between CLEC and CenturyLink; or, (b) one hundred sixty (160) Days after the requested negotiation or such longer period as may be mutually agreed upon, in writing, by the Parties, or (c) the issuance of an order (or orders) by the Commission resolving each issue raised in connection with any arbitration commenced within the timeframe contemplated in (b) above. If a replacement agreement has not been reached when the timeframe contemplated in (b) above expires and neither Party has commenced arbitration, then CenturyLink and CLEC may mutually agree in writing to continue to operate on a month-to-month basis under the terms set forth herein, subject to written notice of termination pursuant to Section 7.3. Should the Parties not agree to continue to operate under the terms set forth herein after one hundred eighty (180) Days, then the provisions of Section 7.5 shall apply. The foregoing shall not apply to the extent that this Agreement is terminated in accordance with Section 7.6 or Section 7.7.

# PUBLIC VERSION

- 7.5 Termination and Post-Termination Continuation of Services. If either Party provides Notice of Termination pursuant to Section 7.3 and, by 11:59 p.m. Central Time on the stated date of termination, neither Party has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 p.m. Central Time on the termination date identified in the Notice of Termination, and (b) the services and functions being provided by CenturyLink under this Agreement at the time of termination, including Interconnection arrangements and the exchange of local traffic, may be terminated by CenturyLink unless the Parties jointly agree to other continuing arrangements.
- 7.6 Suspension or Termination Upon Default. Either Party may suspend or terminate this Agreement, in whole or in part, in the event of a Default by the other Party so long as the non-defaulting Party notifies the defaulting Party in writing of the Default and the defaulting Party does not cure the Default within thirty (30) Days of the written notice thereof, provided however, that any requirements for written notice and opportunity to cure with respect to the failure to make timely payment of undisputed charges shall be governed separately under Section 55.15. Following CenturyLink's notice to CLEC of its Default, CenturyLink shall not be required to process new Service Orders until the Default is timely cured.
- 7.7 Termination Upon Sale. Notwithstanding anything to the contrary contained herein, a Party may terminate its obligations under this Agreement as to a specific operating area or portion thereof if such Party sells or otherwise transfers the area or portion thereof to a non-Affiliate. The selling or transferring Party shall provide the other Party with at least sixty (60) Days prior written notice of such termination, which shall be effective on the date specified in the notice. Notwithstanding termination of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas.
- 7.8 Liability Upon Termination. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability (i) which, at the time of termination, had already accrued to the other Party, (ii) which thereafter accrues in any respect through any act or omission occurring prior to the termination, or (iii) which accrues from an obligation that is expressly stated in this Agreement to survive termination.
- 7.9 Predecessor Agreements.
- 7.9.1 Except as stated in Section 7.9.2 or as otherwise agreed in writing by the Parties.
- a. any prior interconnection or resale agreement between the Parties for the State pursuant to §252 of the Act and in effect immediately prior to the Effective Date is hereby terminated; and

**PUBLIC VERSION**

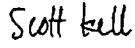
146640183

**SIGNATURE PAGE**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and accepted by its duly authorized representatives

**Peerless Network, LLC**

By:

—DocuSigned by:  
  
 E499DC691D64478...

Name : Scott KellTitle: Chief Operating OfficerDate: 5/28/2014**Central Telephone Company of Virginia dba  
CenturyLink****United Telephone Southeast, LLC dba  
CenturyLink**

05E9FC68BD57454...  
 By:   
 DocuSigned By: L T Christensen

Name: L T ChristensenTitle: Director-Wholesale ContractsDate: 5/29/2014

# PUBLIC VERSION



**Adoption of the  
Interconnection Agreement**

**By**

**Peerless Network of Florida, LLC**

**Adopting the  
Interconnection Agreement**

**Between**

**Embarq Florida, Inc. dba CenturyLink**

**And**

**QuantumShift Communications, Inc.**

**For the State of Florida**

# PUBLIC VERSION

## Adoption of the Interconnection Agreement

This Adoption of the Interconnection Agreement ("Agreement") is entered into by and between Embarq Florida, Inc. dba CenturyLink ("CenturyLink"), or if multiple CTL companies (collectively referred to herein as "CenturyLink" without diminishing or affecting the separate and distinct legal entity status of each CenturyLink ILEC operating company), Peerless Network of Florida, LLC ("CLEC"), each of which may be referred to herein as "Party", or collectively as "the Parties", to establish the terms, conditions and rates for local interconnection and the exchange of Local traffic for the State of Florida.

**NOW THEREFORE**, the Parties agree as follows:

### 1. ADOPTED AGREEMENT

- 1.1 This Agreement between the Parties shall consist of the Interconnection Agreement entered into by and between Embarq Florida, Inc. dba CenturyLink QuantumShift Communications, Inc., that was signed August 17, 2015 ("Adopted Agreement").
- 1.2 This Agreement is made a part of and incorporates the terms and conditions of the Adopted Agreement, including all amendments to that Adopted Agreement (the "Terms").
- 1.3 Except as set forth herein, the Adopted Agreement remains unchanged and in full force and effect. In the event of a conflict between the Terms of the Adopted Agreement and this Agreement, this Agreement will control.

### 2. PARTY

For the purposes of this Agreement, CLEC is hereby substituted in the Adopted Agreement for QuantumShift Communications, Inc.

### 3. PROVISIONS

- 3.1 The Terms of the QuantumShift Communications, Inc. Agreement are being adopted in its entirety by CLEC pursuant to CLEC's statutory rights under Section 252(i). The filing and performance by CenturyLink of the Terms does not in any way constitute a waiver by CenturyLink of any position as to the Terms or a portion thereof, nor does it constitute a waiver by CenturyLink of any or all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of CLEC's 252(i) election.
- 3.2 Should CLEC attempt to apply the adopted Terms in a manner that conflicts with the provisions set forth herein, CenturyLink reserves its rights to seek appropriate legal and/or equitable relief.
- 3.3 In processing this adoption request, CenturyLink wants to ensure that CLEC understands that it is providing a representation and warrants that it is complying with use of numbering resources and intercarrier compensation responsibilities as outlined in Section 66 of the Adopted Agreement as of the effective date of the adoption.

### 4. EFFECTIVE DATE AND TERM

- 4.1 This Agreement, if an initial Agreement shall become effective on the date of Commission Approval ("Effective Date"); however the Parties may agree to implement the provisions of this Agreement upon execution by both Parties. However, the initiation of a new account, any new provision of service or obligation or any revision to currently existing services or obligations may take up to 60 days to accommodate any required initial processes.
- 4.2 In the event that the Parties currently have an existing Interconnection Agreement, this Agreement shall replace the existing Interconnection Agreement in its entirety beginning on the Effective Date. However, nothing relieves the Parties from fulfilling all obligations incurred under that prior Interconnection Agreement.

# PUBLIC VERSION

4.3 The expiration date of this Adoption Agreement shall be the same as the expiration date of the agreement that is being adopted, which is August 17, 2018.

## 5. NOTICES

Except as otherwise provided, all notices and communication hereunder will be deemed to have been duly given when made in writing and delivered in person or deposited in the U.S. mail, certified, postage paid, return receipt requested, and addressed as follows:

### To CenturyLink:

CenturyLink  
Director Wholesale Contracts  
930 15th Street, 6th Floor  
Denver, CO 80202  
Phone: 303-672-2879  
Email: [intagree@centurylink.com](mailto:intagree@centurylink.com)

### With Copy to:

CenturyLink Legal Department  
Wholesale Interconnection  
1801 California Street, 9th Floor  
Denver, CO 80202  
Phone: 303-383-6553  
Email: [legal.interconnection@centurylink.com](mailto:legal.interconnection@centurylink.com)

### To CLEC:

Peerless Network of Florida, LLC  
Julie Oost  
V. P. Regulatory Affairs  
Chicago, IL 60606  
Phone: 312-878-4137  
Email: [regulatory@peerlessnetwork.com](mailto:regulatory@peerlessnetwork.com)

## 6. REGULATORY REQUIREMENTS

- 6.1 CLEC represents and warrants that it is authorized to provide telecommunications services in the State of Florida.
- 6.2 The Parties will cooperate to file this Agreement with the Commission for approval and complete all attendant requirements of the Commission for such approval.

**IN WITNESS WHEREOF**, CLEC and CenturyLink have caused this Agreement to be executed by their respective duly authorized representatives.

### Peerless Network of Florida, LLC

DocuSigned by:

739724CD269A4D5...

Signature

Scott Kell

Printed Name

EVP, Operations

Title

10/29/2015

Date

### Embarq Florida, Inc. dba CenturyLink

DocuSigned by:

766DEF6A149A455...

Signature

Diane Roth

Printed Name

Director – Wholesale

Title

10/29/2015

Date

**CenturyLink™**

December 31, 2015

**VIA ELECTRONIC FILING**

Ms. Carlotta Stauffer  
Office of Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Re: Notice of Adoption of the Interconnection Agreement between QuantumShift Communications, Inc. and Embarq Florida, Inc. d/b/a CenturyLink by Peerless Network of Florida, LLC

Dear Ms. Stauffer:

Embarq Florida, Inc. d/b/a CenturyLink hereby provides notice to the Florida Public Service Commission of the adoption by Peerless Network of Florida, LLC of the Interconnection Agreement for the State of Florida entered into by QuantumShift Communications, Inc. and Embarq Florida, Inc d/b/a CenturyLink which was filed with the Commission in Docket No. 150202-TP. Peerless Network of Florida, LLC is adopting the agreement as provided by Section 252(i) of the Telecommunications Act of 1996.

If you have any questions on this matter, please contact me at 850-599-1560.

Sincerely,

/s/Susan S. Masterton

cc: Julie Oost (*on behalf of Peerless Networks of Florida, LLC*)*(via electronic mail)*

SUSAN S. MASTERTON  
Senior Corporate Counsel  
315 S. Calhoun St., Suite 500  
Tallahassee, FL 32301  
Tel: (850) 599-1560  
Fax: (850) 224-0794  
[susan.masterton@centurylink.com](mailto:susan.masterton@centurylink.com)

# PUBLIC VERSION



**Adoption of the  
Interconnection Agreement**

**By**

**Peerless Network of Florida, LLC**

**Adopting the  
Interconnection Agreement**

**Between**

**Embarq Florida, Inc. dba CenturyLink**

**And**

**QuantumShift Communications, Inc.**

**For the State of Florida**

# PUBLIC VERSION

## Adoption of the Interconnection Agreement

This Adoption of the Interconnection Agreement ("Agreement") is entered into by and between Embarq Florida, Inc. dba CenturyLink ("CenturyLink"), or if multiple CTL companies (collectively referred to herein as "CenturyLink" without diminishing or affecting the separate and distinct legal entity status of each CenturyLink ILEC operating company), Peerless Network of Florida, LLC ("CLEC"), each of which may be referred to herein as "Party", or collectively as "the Parties", to establish the terms, conditions and rates for local interconnection and the exchange of Local traffic for the State of Florida.

**NOW THEREFORE**, the Parties agree as follows:

### 1. ADOPTED AGREEMENT

- 1.1 This Agreement between the Parties shall consist of the Interconnection Agreement entered into by and between Embarq Florida, Inc. dba CenturyLink QuantumShift Communications, Inc., that was signed August 17, 2015 ("Adopted Agreement").
- 1.2 This Agreement is made a part of and incorporates the terms and conditions of the Adopted Agreement, including all amendments to that Adopted Agreement (the "Terms").
- 1.3 Except as set forth herein, the Adopted Agreement remains unchanged and in full force and effect. In the event of a conflict between the Terms of the Adopted Agreement and this Agreement, this Agreement will control.

### 2. PARTY

For the purposes of this Agreement, CLEC is hereby substituted in the Adopted Agreement for QuantumShift Communications, Inc.

### 3. PROVISIONS

- 3.1 The Terms of the QuantumShift Communications, Inc. Agreement are being adopted in its entirety by CLEC pursuant to CLEC's statutory rights under Section 252(i). The filing and performance by CenturyLink of the Terms does not in any way constitute a waiver by CenturyLink of any position as to the Terms or a portion thereof, nor does it constitute a waiver by CenturyLink of any or all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of CLEC's 252(i) election.
- 3.2 Should CLEC attempt to apply the adopted Terms in a manner that conflicts with the provisions set forth herein, CenturyLink reserves its rights to seek appropriate legal and/or equitable relief.
- 3.3 In processing this adoption request, CenturyLink wants to ensure that CLEC understands that it is providing a representation and warrants that it is complying with use of numbering resources and intercarrier compensation responsibilities as outlined in Section 66 of the Adopted Agreement as of the effective date of the adoption.

### 4. EFFECTIVE DATE AND TERM

- 4.1 This Agreement, if an initial Agreement shall become effective on the date of Commission Approval ("Effective Date"); however the Parties may agree to implement the provisions of this Agreement upon execution by both Parties. However, the initiation of a new account, any new provision of service or obligation or any revision to currently existing services or obligations may take up to 60 days to accommodate any required initial processes.
- 4.2 In the event that the Parties currently have an existing Interconnection Agreement, this Agreement shall replace the existing Interconnection Agreement in its entirety beginning on the Effective Date. However, nothing relieves the Parties from fulfilling all obligations incurred under that prior Interconnection Agreement.

# PUBLIC VERSION

4.3 The expiration date of this Adoption Agreement shall be the same as the expiration date of the agreement that is being adopted, which is August 17, 2018.

## 5. NOTICES

Except as otherwise provided, all notices and communication hereunder will be deemed to have been duly given when made in writing and delivered in person or deposited in the U.S. mail, certified, postage paid, return receipt requested, and addressed as follows:

**To CenturyLink:**

CenturyLink  
Director Wholesale Contracts  
930 15th Street, 6th Floor  
Denver, CO 80202  
Phone: 303-672-2879  
Email: [intagree@centurylink.com](mailto:intagree@centurylink.com)

**With Copy to:**

CenturyLink Legal Department  
Wholesale Interconnection  
1801 California Street, 9th Floor  
Denver, CO 80202  
Phone: 303-383-6553  
Email: [legal.interconnection@centurylink.com](mailto:legal.interconnection@centurylink.com)

**To CLEC:**

Peerless Network of Florida, LLC  
Julie Oost  
V. P. Regulatory Affairs  
Chicago, IL 60606  
Phone: 312-878-4137  
Email: [regulatory@peerlessnetwork.com](mailto:regulatory@peerlessnetwork.com)

## 6. REGULATORY REQUIREMENTS

- 6.1 CLEC represents and warrants that it is authorized to provide telecommunications services in the State of Florida.
- 6.2 The Parties will cooperate to file this Agreement with the Commission for approval and complete all attendant requirements of the Commission for such approval.

**IN WITNESS WHEREOF**, CLEC and CenturyLink have caused this Agreement to be executed by their respective duly authorized representatives.

**Peerless Network of Florida, LLC**

DocuSigned by:

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Signature

Scott Kell

Printed Name

EVP, Operations

Title

10/29/2015

Date

**Embarq Florida, Inc. dba CenturyLink**

DocuSigned by:

766DEF6A149A455...

Signature

Diane Roth

Printed Name

Director – Wholesale

Title

10/29/2015

Date

# **PUBLIC VERSION**

## **AGREEMENT**

**by and between**

**PEERLESS NETWORK OF FLORIDA, LLC**

**and**

**VERIZON FLORIDA LLC**

**FOR THE STATE OF**

**FLORIDA**

# PUBLIC VERSION

## AGREEMENT

## PREFACE

This Agreement ("Agreement") shall be deemed effective as of August 9, 2010 (the "Effective Date"), between Peerless Network of Florida, LLC ("PLN"), a limited liability company organized under the laws of the State of Florida, with offices at 222 S Riverside Plaza, Suite 2730, Chicago, IL 60606 and Verizon Florida LLC ("Verizon"), a limited liability company organized under the laws of the State of Florida with offices at 201 N. Franklin Street, One Tampa City Center, Tampa, FL 33602 (Verizon and PLN may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

## GENERAL TERMS AND CONDITIONS

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

### 1. The Agreement

- 1.1 This Agreement includes: (a) the Principal Document; (b) the Tariffs of each Party applicable to the Services that are offered for sale by it in the Principal Document (which Tariffs are incorporated into and made a part of this Agreement by reference); and, (c) an Order by a Party that has been accepted by the other Party.
- 1.2 Except as otherwise expressly provided in the Principal Document (including, but not limited to, the Pricing Attachment), conflicts among provisions in the Principal Document, Tariffs, and an Order by a Party that has been accepted by the other Party, shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) the Principal Document; (b) the Tariffs; and, (c) an Order by a Party that has been accepted by the other Party. The fact that a provision appears in the Principal Document but not in a Tariff, or in a Tariff but not in the Principal Document, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 1.2.
- 1.3 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof, provided, however, notwithstanding any other provision of this Agreement or otherwise, this Agreement is an amendment, extension and restatement of the Parties' prior interconnection and resale agreement(s), if any, and, as such, this Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to any prior interconnection or resale agreements and, accordingly, all monetary obligations of the Parties to one another under any prior interconnection or resale agreements shall remain in full force and effect and shall constitute monetary obligations of the Parties under this Agreement (provided, however, that nothing contained in this Agreement shall convert any claim or debt that would otherwise constitute a prepetition claim or debt in a bankruptcy case into a postpetition claim or debt). In connection with the foregoing, Verizon expressly reserves all of its rights under the Bankruptcy Code and Applicable Law to seek or oppose any relief in respect of the assumption, assumption and assignment, or rejection of any interconnection or resale agreements between Verizon and PLN.

# PUBLIC VERSION

- 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 August 8, 2012 (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 PLN or Verizon may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.
- 2.3 If either PLN or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either PLN or Verizon has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 12), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between PLN and Verizon; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 If either PLN or Verizon provides notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither PLN nor Verizon has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff or Statement of Generally Available Terms (SGAT).

## 3. Glossary and Attachments

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

- Additional Services Attachment
- Interconnection Attachment
- Resale Attachment
- Network Elements Attachment
- Collocation Attachment
- 911 Attachment
- Pricing Attachment

## 4. Applicable Law

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

# PUBLIC VERSION

## SIGNATURE PAGE

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

PEERLESS NETWORK OF FLORIDA, LLC

By: Scott Kell

Printed: Scott Kell

Title: EVP Operations & Engineering

Date: 17 August 2010

VERIZON FLORIDA LLC

By: Jennifer Ross

Printed: Jennifer Ross

Title: Director - Interconnection

Date: 8/25/2010

# PUBLIC VERSION

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## **AT&T Wholesale Agreement**

Contract Number: 19054

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# PUBLIC VERSION



## *Customer Name: Peerless Network*

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# **PUBLIC VERSION**

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**CLEC Agreement with:**

**Peerless Network**

# PUBLIC VERSION

General Terms and Conditions/AT&T-22STATE

Page 4 of 44

Peerless Network

Version: 3Q08 – CLEC ICA 12/22/08

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

This Interconnection and/or Resale Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the Agreement), by and between one or more of the AT&T Inc. owned ILECs: 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; Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, AT&T Texas and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, (only to the extent that the agent for each such AT&T-owned ILEC executes this Agreement for such AT&T Inc. owned ILEC and only to the extent that such AT&T Inc. owned ILEC provides Telephone Exchange Services as an ILEC in each of the State(s) listed below) and Peerless Network of Connecticut, LLC, Peerless Network of Florida, LLC, Peerless Network of Georgia, LLC, Peerless Network of Indiana, LLC, Peerless Network of North Carolina, LLC, Peerless Network of Nevada, LLC, Peerless Network of Ohio, LLC, Peerless Network of Tennessee LLC, and Peerless Network of Texas, LLC ("CLEC" also referenced as "Peerless Network"), (Connecticut, Florida, Georgia, Indiana, North Carolina, Nevada, Ohio, Tennessee, and Texas Limited Liability Companies), shall apply to the States of Connecticut, Florida, Georgia, Indiana, North Carolina, Nevada, Ohio, Tennessee and Texas.

**WHEREAS**, CLEC represents that it is, or intends to become, a provider of Telephone Exchange Service to residential and business End Users offered exclusively over its own Telephone Exchange Service facilities or predominantly over its own Telephone Exchange Service facilities in combination with the use of 251(c)(3) Unbundled Network Elements purchased from other entity(ies) and the Resale of Telecommunications Services of other carriers.

**WHEREAS**, the Parties want to Interconnect their networks at mutually agreed upon Points of Interconnection to provide Telephone Exchange Services and Exchange Access to residential and business End Users over their respective Telephone Exchange Service facilities in the state or states which are subject to this Agreement; and

**WHEREAS**, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and facilities and provide to each other services as required by the Telecommunications Act of 1996 as specifically set forth herein; and

**WHEREAS**, for purposes of this Agreement, CLEC intends to operate where one or more of the AT&T Inc. entities, hereinafter referred to as, 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; Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, AT&T Texas and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the Incumbent Local Exchange Carrier(s) and CLEC, a Competitive Local Exchange Carrier, has or, prior to the provisioning of any Interconnection, access to 251(c)(3) Unbundled Network Elements, Telecommunications Services or any other functions, facilities, products or services hereunder, will have been granted authority to provide certain local Telephone Exchange Services in the foregoing ILEC Service areas by the appropriate State Commission(s);

**NOW, THEREFORE**, the Parties hereby agree as follows:

be deemed a CLEC to CLEC Mass Migration. The CLEC that is a Party to this Agreement shall provide AT&T-22STATE with ninety (90) calendar days advance written Notice of any CLEC to CLEC Mass Migration. CLEC's written Notice shall include the anticipated effective date of the assignment or transfer. The acquiring CLEC must cure any outstanding charges associated with any Interconnection Service to be transferred. In addition, the acquiring CLEC may be required to tender additional assurance of payment if requested under the terms of the acquiring CLEC's agreement.

- 7.5.2 Both CLECs involved in any CLEC to CLEC Mass Migration shall comply with all Applicable Law relating thereto, including but not limited to all FCC and state Commission rules relating to notice(s) to End Users. The acquiring CLEC shall be responsible for issuing all service orders required to migrate any Interconnection, Resale Service, 251(c)(3) UNEs, function, facility, product or service provided hereunder. The appropriate service order charge or administration fee (for Interconnection) will apply as specified in the Pricing Schedule to the acquiring CLEC's agreement. The acquiring CLEC shall also submit a new Operator Services Questionnaire (OSQ) to update any OS/DA Rate Reference information and Branding pursuant to the rates specified in the Pricing Schedule to the acquiring CLEC's agreement. In addition, the acquiring CLEC shall pay any and all charges required for re-stenciling, re-engineering, changing locks and any other work necessary with respect to Collocation, as determined on an individual case basis.

7.6 Project Coordination:

- 7.6.1 AT&T-22STATE will provide project management support to effectuate changes of the types identified in Section 7.5 above.
- 7.6.2 AT&T-22STATE will provide project management support to minimize any possible service outages during any CLEC to CLEC Mass Migration. Should AT&T-22STATE's most current version of LSOR or ASOR guidelines not support the required order activity, AT&T-22STATE will issue service orders at the manual rate, as specified in the Pricing Schedule to this Agreement, based upon type of service provided, and on the condition that CLEC provides to AT&T-22STATE any and all information AT&T-22STATE reasonably requests to effectuate such changes.

7.7 Referral Announcement

- 7.7.1 When an End User changes its service provider from AT&T-22STATE to CLEC or from CLEC to AT&T-22STATE and does not retain its original telephone number, the Party formerly providing service to such End User shall furnish a referral announcement ("Referral Announcement") on the original telephone number that specifies the End User's new telephone number in accordance with any applicable state laws, rules and tariffs.

## 8.0 Effective Date, Term and Termination

8.1 Effective Date:

- 8.1.1 In AT&T-22STATE, with the exception of AT&T 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 AT&T 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.

8.2 Term:

- 8.2.1 Unless terminated for breach (including nonpayment), the term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on July 19, 2012 (the "Initial Term").

8.3 Termination for Nonperformance or Breach:

- 8.3.1 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection Services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written Notice thereof. If the nonperforming Party fails to cure such nonperformance or breach within the forty-five (45) calendar day period provided for within the original Notice, then the terminating Party will provide a subsequent written Notice of the termination of this Agreement and such termination shall take effect immediately upon delivery of written Notice to the other Party.

# PUBLIC VERSION

8.3.2 If, at any time during the term of this Agreement, AT&T-22STATE is unable to contact CLEC pursuant to the Notices provision hereof or any other contact information provided by CLEC under this Agreement, and there are no active services being provisioned under this Agreement, then AT&T-22STATE may, at its discretion, terminate this Agreement, without any liability whatsoever, upon sending of notification to CLEC pursuant to the Notices section hereof.

8.4 Termination of Agreement after initial term expiration:

- 8.4.1 Where CLEC has no End Users or is no longer purchasing any services under this Agreement, CLEC may terminate the Agreement by providing "Notice of Termination" to AT&T-22STATE at any time after the initial term of this Agreement. After termination the Parties' liability for termination of this Agreement shall be limited to obligations under the Survival 40.1 below of this GTC.
- 8.4.2 Where CLEC has End Users and/or is purchasing Interconnection Services under this Agreement and either Party seeks to terminate this Agreement, CLEC shall cooperate in good faith to effect an orderly transition of service under this Agreement. CLEC shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users are transitioned to a new LEC prior to the expiration or termination date of this Agreement.
- 8.4.3 If at any time within one hundred and eighty (180) days or any time thereafter of the expiration of the Term, if either Party serves "Notice of Expiration," CLEC shall have ten (10) calendar days to provide AT&T-22STATE written confirmation to the Notice of Expiration indicating if CLEC wishes to pursue a successor agreement with AT&T-22STATE or terminate its Agreement. CLEC shall identify the action to be taken in each of the applicable state(s). If CLEC wishes to pursue a successor agreement with AT&T-22STATE, CLEC shall attach to its written confirmation or Notice of Expiration, a written request to commence negotiations with AT&T-22STATE under Sections 251/252 of the Act and identify each of the state(s) to which the successor agreement will apply. Upon receipt of CLEC's Section 252(a)(1) request, the Parties shall commence good faith negotiations for a successor agreement.
- 8.4.4 If the Parties are in "Active Negotiations" (negotiations within the statutory clock established in the Act under Section 252(b)) or have filed for arbitration with the Commission upon expiration date of the Agreement AT&T-22STATE shall continue to offer services to CLEC pursuant to the rates, terms and conditions set forth in this Agreement until a successor agreement becomes effective between the Parties. AT&T-22STATE's obligation to provide services under this Agreement beyond the expiration date conditions upon the Parties adherence to the timeframes established within Section 252(b) of the Act. If CLEC does not adhere to said timeframes or CLEC withdraws its arbitration or seeks an extension of time or continuance of such arbitration with AT&T-22STATE's consent, AT&T-22STATE may provide Notice to CLEC that all services provided thereafter shall be pursuant to the rates, terms and conditions set forth in AT&T-22STATE's then current standard interconnection agreement ("Generic") as found on AT&T's CLEC Online website.
- 8.4.5 Either on or following the expiration date of this Agreement, if the Parties have not entered into a new agreement or are not in Active Negotiations as described in Section 8.4.4 above, then upon written Notice to CLEC by AT&T-22STATE, AT&T-22STATE may continue to offer services to CLEC pursuant to the rates, terms and conditions set forth in AT&T-22STATE's then current Generic found at the AT&T CLEC Online website. At any time thereafter, the Parties may initiate negotiations for a new agreement by providing a written Notice under Section 252 to the other Party.

## 9.0 End User Fraud

- 9.1 AT&T-22STATE shall not be liable to CLEC for any fraud associated with CLEC's End User account, including 1+ IntraLATA toll, ported numbers, and ABT.
- 9.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud involving 1+ IntraLATA toll calls, ABT, and ported numbers. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.
- 9.3 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced in Section 9.1 above will include providing to the other Party, upon request, information concerning End Users who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the End User's permission to obtain such information.



# PUBLIC VERSION

General Terms and Conditions/**AT&T-22STATE**

Signature Page 1 of 1

Peerless Network

Version: 3Q08 – CLEC ICA 1222/08

Peerless Network of Connecticut, LLC,  
 Peerless Network of Florida, LLC, Peerless  
 Network of Georgia, LLC, Peerless Network of  
 Indiana, LLC, Peerless Network of North  
 Carolina, LLC, Peerless Network of Nevada,  
 LLC, Peerless Network of Ohio, LLC, Peerless  
 Network of Tennessee, LLC, and Peerless  
 Network of Texas, LLC

By:

Name:

Scott Kelly

Title:

EVP Operations

Date:

8/8/09

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BellSouth Telecommunications, Inc. d/b/a  
 AT&T Florida, AT&T Georgia, AT&T North  
 Carolina, and AT&T Tennessee; Indiana Bell  
 Telephone Company Incorporated d/b/a AT&T  
 Indiana, Nevada Bell Telephone Company  
 d/b/a AT&T Nevada, The Ohio Bell Telephone  
 Company d/b/a AT&T Ohio, The Southern New  
 England Telephone Company d/b/a AT&T  
 Connecticut, Southwestern Bell Telephone  
 Company d/b/a AT&T Texas by AT&T  
 Operations, Inc., its authorized agent

By:

Name: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date:

5-19-09

## SWITCH BASED OCN

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# PUBLIC VERSION

## EXHIBIT C

### NUMBERING AUTHORIZATION APPLICATION OF VOYCE TELECOM LLC

#### KEY MANAGEMENT AND TECHNICAL PERSONNEL

The following are the names, titles, and brief biographies of Voyce's key management and technical personnel are as follows:

##### **Rebecca Barkhuizen - VP of Operations**

With over 25 years of experience in the telecommunications industry, Ms. Barkhuizen oversees all network operations and customer care for Voyce. She brings her proven experience in Account Management, Datacenter Management, NOC Oversight, as well as Provisioning and Network Routing and will be an integral part of Voyce's adherence to numbering administrators' rules and practices. Ms. Barkhuizen has an extensive history in Account Management supporting Tier 1 carriers and Enterprise Accounts at Broadwing and Worldcom. She has also served on the Parent Advisory Board at the Children's Comprehensive Care Clinic in Austin, Texas since 2012.

##### **Al Davis - Director of Engineering**

Alfred Davis has over twenty years of experience in the telecommunications industry. In this vital role, he is responsible for overseeing the design, maintenance, performance, and general operations of the Voyce network. Prior to Voyce, Mr. Davis excelled in serving in various Management/Operations, and Engineering positions at MCI, Allegiance Telecom, Hypercube, and IBM, where he was integral in the day-to-day success of the companies' network operations. Mr. Davis is a graduate of Prairie View A&M University, where he obtained a Bachelor of Science in Electrical Engineering.

# PUBLIC VERSION

## **Gary Elliott - CSO**

Gary Elliott recently joined Voyce as the Chief Strategy Officer where he is responsible for business development, vendor management, and product development. Previously, Mr. Elliot led the worldwide Telecom Sales and Carrier Management teams at Magna5 and supported the company's largest clients. A frequent speaker and panelist at telecommunications conferences, Mr. Elliot's passion is applying advancements in technology to enable Voyce to develop and deliver innovative solutions for its customers. With more than 23 years in the telecommunications industry, his experience spans executive and management roles with Verizon, Windstream, and Lumen. Mr. Elliot is a graduate of Oklahoma State University where he obtained a Bachelor of Science in Marketing.