



May 21, 2020

VIA FEDEX & ECFS

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

**REQUEST FOR
CONFIDENTIAL TREATMENT**

**Re: Application of Voyant Communications, LLC for
Authorization to Obtain Numbering Resources & Request
for Confidential Treatment, WC Docket No. 20-__**

Dear Ms. Dortch:

Pursuant to Section 52.15(g)(3) of the Commission's Rules,¹ Voyant Communications, LLC ("Voyant") respectfully submits the attached application for authorization to obtain numbering resources ("Application"), together with corresponding Confidential Exhibit A, an agreement between Voyant and its carrier partner ("Exhibit A").

Because this filing contains confidential information, a public version is being filed electronically via ECFS and the confidential version is being mailed to the Commission. Voyant respectfully requests that, pursuant to Sections 0.457 and 0.459 of the Commission's rules,² the Commission withhold from public inspection, and grant confidential treatment to, Exhibit A.

The Exhibit contains trade secrets and commercial and financial information that falls within Exemption 4 of the Freedom of Information Act ("FOIA"),³ because it is "of a kind that would not customarily be released to the public;" therefore, this information is "confidential" under Exemption 4 of FOIA.⁴ Additionally, Voyant would suffer substantial competitive harm if the information contained in Exhibit A, were disclosed.⁵

In support of this request, and pursuant to Section 0.459(b) of the Commission's rules,⁶

¹ 47 C.F.R. § 52.15(g)(3).

² 47 C.F.R. §§ 0.457; 0.459.

³ 5 U.S.C. § 552(b)(4).

⁴ See *Critical Mass Energy Project v. NRC*, 975 F.2d 871, 879 (D.C. Cir. 1992).

⁵ See *National Parks and Conservation Ass'n v. Morton*, 498 F.2d 765 (D.C. Cir. 1974).

⁶ 47 C.F.R. § 0.459(b).

Voyant hereby states as follows:

1. Identification of the specific information for which confidential treatment is sought

Voyant seeks confidential treatment of Exhibit A submitted with the Application.

2. Identification of the Commission proceeding in which the information was submitted or a description of the circumstances giving rise to the submission

Voyant is submitting Exhibit A, an agreement between Voyant and its carrier partner, as proof of facilities readiness, as required by Section 52.15(g)(3)(i)(D) of the Commission's rules.

3. Explanation of the degree to which the information is commercial or financial, or contains a trade secret or is privileged

Exhibit A contains proprietary commercial information concerning the operations, term, and obligations of Voyant services in order to obtain the services of its carrier partner.

4. Explanation of the degree to which the information concerns a service that is subject to competition

Exhibit A contains sensitive and proprietary information, as well as detailed operational information that Voyant's iVoIP competitors and others could use to disadvantage Voyant. Disclosure of the information contained in Exhibit A therefore would cause substantial competitive harm.

5. Explanation of how disclosure of the information could result in substantial competitive harm

Competitors could use the information in Exhibit A to cause substantial competitive harm by using it to gain access to sensitive and proprietary information about how Voyant provides services as well as about Voyant's commercial agreements with others that are not ordinarily disclosed to the public.

6. Identification of any measures taken by the submitting party to prevent unauthorized disclosure

Voyant has not publicly disclosed the agreement which is provided as Exhibit A and has only made the information contained therein known to those employees and partners necessary for the carrying out of Voyant's services.

7. Identification of whether the information is available to the public and the extent of any previous disclosure of the information to third parties

Voyant has not publicly disclosed the contents of Exhibit A.

8. Justification of the period during which the submitting party asserts that material should not be available for public disclosure

Voyant requests that Exhibit A be treated as confidential for a period of ten years. This period is necessary due to the sensitive nature of the information in Exhibit A that would cause immediate and future competitive harms.

9. Any other information that the party seeking confidential treatment believes may be useful in assessing whether its request for confidentiality should be granted

The information for which Voyant seeks confidential treatment relates to its operations and private agreements with its carrier partner. Disclosure of such information would harm both Voyant and Voyant's carrier partner.

Please direct any questions regarding this filing to the undersigned.

Respectfully submitted,

VOYANT COMMUNICATIONS, LLC

By: /s/ Richard Monto
Richard Monto
General Counsel
Voyant Communications, LLC
550 West Adams St
Illinois, IL 60661
312.384.8000
richard.monto@inteliquent.com

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

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

**APPLICATION OF VOYANT LLC
FOR AUTHORIZATION TO OBTAIN NUMBERING RESOURCES**

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

Under the Commission’s *Numbering Order*,¹ an interconnected VoIP provider may obtain numbering resources from the Numbering Administrator upon a showing that it is authorized to provide service in the area for which the numbering resources are requested. Such authorization may be obtained upon an application to the Commission containing the information detailed in Section 52.15.(g)(3)(i)(A)-(G) of the Commission’s Rules. Voyant hereby requests the Commission grant it that authorization. In support of this application, Voyant provides the following information:

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

A. § 52.15(g)(3)(i)(A)

Name:	Voyant Communications, LLC
Address:	550 West Adams St
City:	Chicago
State:	Illinois
ZIP Code:	60661
Telephone:	(855) 404-4768

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

Contact for Regulatory Requirements:

Name: Richard Monto
Address: 550 West Adams St
City: Chicago
State: Illinois
ZIP Code: 60661
Telephone: (855) 404-4768
Facsimile: (312) 346-3276

Contact for Compliance, 911 and Law Enforcement:

Information Requests: legal@inteliquent.com
Exigent Circumstances: (800) 933-1224, Option "2"

B. § 52.15(g)(3)(i)(B)

Voyant 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. Voyant hereby also acknowledges that this authorization is subject to compliance with industry guidelines and practices regarding numbering, as applicable to telecommunications carriers. The numbering resources that are the subject of this Application will be used to provide interconnected VoIP services initially in the states of New York and California.

C. § 52.15(g)(3)(i)(C)

Voyant 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)

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

To demonstrate its facilities readiness, Voyant will have the following resources available at its disposal: a fully integrated back office support system with the ability to schedule and process LNP orders from customers and an experienced provisioning department capable of handling bulk number ports with over 10 years LNP experience. Voyant has an agreement in place with a CLEC partner to route traffic to the ILECs.

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

E. § 52.15(g)(3)(i)(E)

Voyant 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)

Voyant certifies that it has the financial, managerial, and technical expertise to provide reliable service. It is financially stable, led by a strong, experienced management team with substantial managerial experience in the telecommunications industry, and has sufficient technical expertise and infrastructure in place to provide reliable numbering services. Voyant's key management and technical personnel are listed below. None of the identified personnel are being or have been investigated by the Commission or any law enforcement or regulatory agency for failure to comply with any law, rule, or order.

Key Personnel:

CEO - Ed O'Hara
CFO - Brian West
COO - John Bullock
CIO - Brett Scorza

G. § 52.15(g)(3)(i)(G)

Voyant 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.

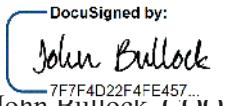
II. ACKNOWLEDGEMENT OF CONDITIONS IN SECTION 52.15(g)(3)(iv)

As required by Section 52.15(g)(3)(iv), Voyant 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. Voyant 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, Voyant respectfully requests the Commission grant this application for authorization to obtain numbering resources.

Respectfully submitted,


John Bullock, COO
Voyant Communications, LLC
550 West Adams St
Chicago, IL 60661
(855) 404-4768

May 21, 2020

Exhibit A

**AGREEMENT BETWEEN VOYANT
COMMUNICATIONS, LLC AND CARRIER PARTNER**

(Confidential exhibit submitted separately)

Exhibit B

(for each state listed)

**INTERCONNECTION AGREEMENTS BY AND
BETWEEN CARRIER PARTNER**

AND

**PACIFIC BELL TELEPHONE COMPANY
D/B/A AT&T CALIFORNIA**

AND

VERIZON NEW YORK INC.

AMENDMENT
BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC 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 AND AT&T WHOLESALE, THE OHIO
BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL
TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN
BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T
KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS,
WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND



NEUTRAL TANDEM-ALABAMA, LLC; NEUTRAL TANDEM-LOUISIANA, LLC; NEUTRAL TANDEM-MISSISSIPPI, LLC; NEUTRAL TANDEM-NORTH CAROLINA, LLC; NEUTRAL TANDEM-SOUTH CAROLINA, LLC; NEUTRAL TANDEM-TENNESSEE, LLC; NEUTRAL TANDEM-FLORIDA, LLC; NEUTRAL TANDEM-GEORGIA, LLC; NEUTRAL TANDEM-KENTUCKY, LLC; NEUTRAL TANDEM-ILLINOIS, LLC; NEUTRAL TANDEM-ARKANSAS, LLC; NEUTRAL TANDEM-KANSAS, LLC; NEUTRAL TANDEM-OKLAHOMA, LLC; NEUTRAL TANDEM-INDIANA, LLC; NEUTRAL TANDEM-MISSOURI, LLC; NEUTRAL TANDEM-NEVADA, LLC; NEUTRAL TANDEM-MICHIGAN, LLC; NEUTRAL TANDEM-CALIFORNIA, LLC; NEUTRAL TANDEM-TEXAS, LLC

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NEUTRAL TANDEM
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Signature: eSigned - John SchoderName: eSigned - John Schoder
(Print or Type)Title: CMO
(Print or Type)Date: 22 Oct 2016

Neutral Tandem-Alabama, LLC; Neutral Tandem-Louisiana, LLC; Neutral Tandem-Mississippi, LLC; Neutral Tandem-North Carolina, LLC; Neutral Tandem-South Carolina, LLC; Neutral Tandem-Tennessee, LLC; Neutral Tandem-Florida, LLC; Neutral Tandem-Georgia, LLC; Neutral Tandem-Kentucky, LLC; Neutral Tandem-Illinois, LLC; Neutral Tandem-Arkansas, LLC; Neutral Tandem-Kansas, LLC; Neutral Tandem-Oklahoma, LLC; Neutral Tandem-Indiana, LLC; Neutral Tandem-Missouri, LLC; Neutral Tandem-Nevada, LLC; Neutral Tandem-Michigan, LLC; Neutral Tandem-California, LLC; Neutral Tandem-Texas, LLC

Signature: eSigned - William A. BockelmanName: eSigned - William A. Bockelman
(Print or Type)Title: Director
(Print or Type)Date: 25 Oct 2016

BellSouth Telecommunications, LLC 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 and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	CLEC OCN
ALABAMA	604E
ARKANSAS	348F
CALIFORNIA	649C
FLORIDA	937C
GEORGIA	067D
ILLINOIS	505B
INDIANA	097D
KANSAS	205F
KENTUCKY	896E
LOUISIANA	749E
MICHIGAN	543C
MISSISSIPPI	719E
MISSOURI	093F
NEVADA	029F

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NORTH CAROLINA	638E
OHIO	464C
OKLAHOMA	409F
SOUTH CAROLINA	548E
TENNESSEE	525E
TEXAS	903C
WISCONSIN	225C

Description	ACNA Code(s)
ACNA(s)	OWS

**AMENDMENT
TO INTERCONNECTION AGREEMENT
BY AND BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
AND
NEUTRAL TANDEM – CALIFORNIA, LLC**

WHEREAS, Neutral Tandem – California, LLC (“CLEC”) filed an advice letter seeking to adopt the provisions of the Interconnection Agreement between Pacific Bell Telephone Company d/b/a SBC California¹ (“SBC California”) and MCImetro Access Transmission Services, LLC (“MCIm”);

WHEREAS, CLEC and SBC California agreed to exempt from the adoption request the rates, terms and conditions set forth in Attachment Reciprocal Compensation and the Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms to such Agreement;

WHEREAS, SBC California and CLEC are hereby filing this amendment (“Amendment”) to incorporate rates, terms and conditions relating to intercarrier compensation and provide terms and conditions for alternately billed services into the Parties’ Interconnection Agreement; and

WHEREAS, pursuant to Resolution ALJ-181, this filing will become effective, absent rejection of the advice letter by the California Public Utilities Commission (“Commission”), thirty (30) days after the filing date of the advice letter to which this Amendment is appended (“Effective Date”).

NOW THEREFORE, the Parties agree as follows:

- I. The Agreement is amended to add the Negotiated Appendix Intercarrier Compensation (After FCC Order No. 01-131 Agreeing to Exchange All ISP-Bound and Section 251(b)(5) Traffic at the FCC Rates in Certain States, Where Applicable) to such Agreement, which is attached hereto and incorporated herein by this reference.
- II. The Agreement is amended to add the Appendix Pricing - All Traffic to such Agreement, which is attached hereto and incorporated herein by this reference.
- III. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.
- IV. In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: the United States Supreme Court’s opinion in Verizon v. FCC, et al, 535 U.S. 467 (2002); the D.C. Circuit’s decision in United States Telecom Association, et. al (“USTA”) v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, the D.C. Circuit’s March 2, 2004 decision in

¹ Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as SBC California.

USTA v. FCC, Case No. 00-1012 (D.C. Cir. 2004); the FCC's Triennial Review Order, released on August 21, 2003, In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147 (FCC 03-36) and the FCC's Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally, issued In the Matter of Developing a Unified Intercarrier Compensation Regime, in CC Docket 01-92 (Order No. 01-132), on April 27, 2001 (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), SBC California shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). The Parties acknowledge and agree that SBC California has exercised its option to adopt the FCC ISP terminating compensation plan ("FCC Plan") in California and as of the date of that election by SBC California, the FCC Plan shall apply to this Agreement, as more specifically provided for in this Amendment. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

- V. This Amendment is effective only for the term of the Agreement.
- VI. This Amendment shall be filed with and subject to approval by the Commission.

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AMENDMENT -- RECIPROCAL COMPENSATION/PACIFIC BELL TELEPHONE COMPANY D/B/A SBC CALIFORNIA

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SBC CALIFORNIA/NEUTRAL TANDEM - CALIFORNIA, LLC

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IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

Neutral Tandem – California, LLC

By: John Burnside

Print Name: John Burnside

Title: PRESIDENT

Date Signed: 6/11/04

Pacific Bell Telephone Company d/b/a SBC California by SBC Telecommunications, Inc., its authorized agent

By: Mike Aulinbauh

Print Name: Mike Aulinbauh

Title: For/President - Industry Markets

Date Signed: JUN 29 2004

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

by and between

PACIFIC BELL

and

**MCIMETRO ACCESS TRANSMISSION
SERVICES LLC**

- 21.9 PACIFIC participates at OBF to develop standardized methods and shall implement ordering and billing formats/processes consistent with industry guidelines as capabilities are deployed. Where such industry guidelines are not available or PACIFIC decides not to fully utilize industry guidelines, the Parties agree to comply with the applicable provisions of the change management process.
- 21.10 For the purposes of establishing provisioning and billing service to MCIm, MCIm is required to provide to PACIFIC its PACIFIC-authorized and nationally recognized OCN for facilities-based business (interconnection and/or Unbundled Network Elements) in areas of California served by PACIFIC. The MCIm name associated with specific OCN must be consistent in areas of California served by PACIFIC.
- 21.11 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act.

22. TERM AND TERMINATION

- *22.1 This Agreement will remain in effect for a term of three (3) years after the Effective Date and, unless terminated pursuant to Section 22.2 below, shall continue in full force and effect until a successor agreement is reached by the Parties in accordance with the requirements set forth in Section 22.4 below.
- 22.2 Either Party may terminate this Agreement in the event that the other Party fails to perform a material obligation or materially breaches a material term of this Agreement and such failure or breach materially disrupts the operation of either Party's network and/or materially interferes with either Party's Customer service and fails to cure such material nonperformance or material breach within forty-five (45) days after written notice thereof.
- 22.3 Upon termination of this Agreement in accordance with this Section 22:
- each Party shall continue to comply with its obligations under Section 29.6 (Confidentiality),
 - each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement, and
 - each Party's indemnification obligations shall survive.
- 22.4 If, upon termination of this Agreement other than pursuant to Section 22.2, the Parties are negotiating a successor agreement, during such period each Party shall

*represents a Non-Voluntary Arrangement.

continue to perform its obligations and provide the services described herein that are to be included in the successor agreement until such time as a successor agreement becomes effective; provided, however, that if the Parties are unable to reach agreement prior to the termination of this Agreement, either Party has the right to submit this matter to the Commission for resolution. Until a successor agreement is reached or the Commission resolves the matter, whichever is sooner, the terms, conditions, rates and charges stated herein will continue to apply, subject to a true-up based on the Commission action or the new agreement, if any.

- 22.5 Except as and to the extent set forth in this Agreement, no remedy set forth in this Agreement is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under applicable law or otherwise.

23. DISCLAIMER OF REPRESENTATOINS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT, AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NEITHER PACIFIC NOR MCIm ASSUMES RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

24. CHANGES IN CUSTOMER LOCAL EXCHANGE SERVICE PROVIDER SELECTION

Each Party will abide by applicable state or federal laws and regulations in obtaining Customer authorization prior to changing Customer's local service provider to itself and in assuming responsibility for any applicable charges as specified in Section 258(b) of the Telecommunications Act of 1996. The Parties shall make any required authorization available to each other upon reasonable request and at no charge. Only an Customer can initiate a challenge to a change in its local exchange service provider. If an Customer notifies PACIFIC or MCIm that the Customer requests local exchange service, the Party receiving such request shall be free to immediately provide service to such Customer. When an Customer changes or withdraws authorization, the serving Party shall release customer-specific facilities in accordance with the Customer's direction or that of the Customer's authorized agent. Further, when an Customer abandons the premise, PACIFIC is free to reclaim the resold and unbundled network element facilities from MCIm for use by another customer and is free to issue service orders required to reclaim such facilities.

25. SEVERABILITY

*represents a Non-Voluntary Arrangement.



John C. Peterson, Director
Contract Performance and Administration
Wholesale Markets

Wholesale Markets
600 Hidden Ridge, HQE03D52
P.O. Box 152092
Irving, TX 75038

Phone 972-718-5988
Fax 972-719 1519
john.c.peterson@verizon.com

April 19, 2004

Ronald Gavillet
EVP & General Counsel
Neutral Tandem-New York, LLC
2 North LaSalle Street
Chicago, IL 60602

Re: Requested Adoption Under Section 252(i) of the TA96

Dear Mr. Gavillet:

Verizon New York Inc. ("Verizon"), a New York corporation, with principal place of business at 1095 Avenue of The Americas, New York, New York 10036, has received your letter stating that, under Section 252(i) of the Telecommunications Act of 1996 (the "Act"), Neutral Tandem-New York, LLC ("NTI"), a Delaware limited liability corporation, with principal place of business at 2 North LaSalle Street, Suite 1615, Chicago, Illinois 60602, wishes to adopt the terms of the arbitrated Interconnection Agreement between AT&T Communications of New York Inc. ("AT&T") and Verizon that was approved by the New York Public Service Commission (the "Commission") as an effective agreement in the State of New York in Docket No. 01-C-0095, as such agreement exists on the date hereof after giving effect to operation of law (the "Terms"). I understand NTI has a copy of the Terms. Please note the following with respect to NTI's adoption of the Terms.

1. By NTI's countersignature on this letter, NTI hereby represents and agrees to the following five points:
 - (A) NTI adopts (and agrees to be bound by) the Terms of the AT&T/Verizon arbitrated agreement for interconnection as it is in effect on the date hereof after giving effect to operation of law, and in applying the Terms, agrees that

NTI shall be substituted in place of AT&T Communications of New York Inc. and AT&T in the Terms wherever appropriate.

(B) For avoidance of doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon that no longer applies under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), or that is otherwise not required by both 47 U.S.C. Section 251(c)(3) and 47 C.F.R. Part 51. Moreover, Verizon, on March 10, 2004, filed a petition at the New York Public Service Commission to arbitrate amendments to interconnection agreements (including the Terms) with respect to the Triennial Review Order ("TRO Arbitration"). Once the Commission issues an effective order approving an amendment with respect to the Triennial Review Order in the TRO Arbitration (an "Approved Amendment"): 1) the terms of such Approved Amendment shall be deemed to amend this adoption effective on the effective date of such Commission order, 2) NTI agrees to be bound by the terms of such Approved Amendment effective on the effective date of such Commission order, and 3) Verizon and NTI shall execute an amendment to this adoption to memorialize that this adoption is amended by the terms of such Approved Amendment effective on the effective date of such Commission order; provided, however, failure by either party to do so shall not be cited as a basis for contesting the effectiveness of the provisions in 1) and 2) above.

(C) Notice to NTI and Verizon as may be required under the Terms shall be provided as follows:

To: Neutral Tandem-New York, LLC
Attention: Ronald W. Gavillet
2 North LaSalle Street, Suite 1615
Chicago, IL 60602
Telephone Number: 312-384-8040
Facsimile Number: 312-346-3276
Internet Address: rgavillet@neutraltandem.com

To Verizon:

Director-Contract Performance & Administration
Verizon Wholesale Markets
600 Hidden Ridge
HQEWMMNOTICES
Irving, TX 75038
Telephone Number: 972-718-5988
Facsimile Number: 972-719-1519
Internet Address: wmmnotices@verizon.com

with a copy to:

Vice President and Associate General Counsel
Verizon Wholesale Markets
1515 N. Court House Road
Suite 500
Arlington, VA 22201
Facsimile: 703-351-3664

- (D) NTI represents and warrants that it is a certified provider of local telecommunications service in the State of New York, and that its adoption of the Terms will cover services in the State of New York only.
 - (E) In the event an interconnection agreement between Verizon and NTI is currently in effect in the State of New York (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.
 - (F) Verizon's standard pricing schedule for interconnection agreements in the State of New York (as such schedule may be amended from time to time) (attached as Appendix 1 hereto) shall apply to NTI's adoption of the Terms. NTI should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Terms or that are otherwise not part of this adoption, and may include phrases or wording not identical to those utilized in the Terms. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule or attempted to customize the wording in the pricing schedule to match the Terms. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights, and the use of slightly different wording or phrasing in the pricing schedule does not alter the obligations and rights set forth in the Terms.
2. NTI's adoption of the AT&T arbitrated Terms shall become effective as of May 3, 2004. The Parties understand and agree that Verizon will file this adoption letter with the Commission promptly upon my receipt of a copy of this letter, countersigned by NTI as to points (A), (B), (C), (D), (E) and (F) of paragraph 1 above. The term and termination provisions of the AT&T/Verizon agreement shall govern NTI's adoption of the Terms. The adoption of the Terms is currently scheduled to expire on June 23, 2005.

3. As the Terms are being adopted by you pursuant to your statutory rights under section 252(i), Verizon does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Terms does not in any way constitute a waiver by Verizon of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Verizon of all rights and remedies it may have to seek review of the Terms, or to petition the Commission, other administrative body, or court for reconsideration or reversal of any determination made by the Commission pursuant to arbitration in Docket No. 01-C-0095, or to seek review in any way of any provisions included in these Terms as a result of NTI's 252(i) election.
4. Nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any contractual provision required by the Commission in Docket No. 01-C-0095 (the AT&T arbitration) or any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commissions, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Terms.
5. Verizon reserves the right to deny NTI's adoption and/or application of the Terms, in whole or in part, at any time:
 - (a) when the costs of providing the Terms to NTI are greater than the costs of providing them to AT&T;
 - (b) if the provision of the Terms to NTI is not technically feasible; and/or
 - (c) to the extent that Verizon otherwise is not required to make the Terms available to NTI under applicable law.
6. For avoidance of doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. Verizon has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Verizon's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 ("FCC Internet Order"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act.¹ Accordingly, any compensation to be paid for Internet traffic will be handled pursuant to the terms of the *FCC Internet Order*, not pursuant to adoption of the Terms.² Moreover, in light of the *FCC Internet*

¹ Order on Remand and Report and Order, In the Matters of: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68 (rel. April 27, 2001) ("FCC Remand Order") ¶44, remanded, *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. May 3, 2002). Although the D.C. Circuit remanded the *FCC Remand Order* to permit the FCC to clarify its reasoning, it left the order in place as governing federal law. See *WorldCom, Inc. v. FCC*, No. 01-1218, slip op. at 5 (D.C. Cir. May 3, 2002).

² For your convenience, an industry letter distributed by Verizon explaining its plans to implement the *FCC Internet Order* can be viewed at Verizon's Customer Support Website at URL www.verizon.com/wise.

Public Version

Order, even if the Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act.³ In fact, the *FCC Internet Order* made clear that carriers may not adopt provisions of an existing interconnection agreement to the extent that such provisions provide compensation for Internet traffic.⁴

7. Should NTI attempt to apply the Terms in a manner that conflicts with paragraphs 3-6 above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.
8. In the event that a voluntary or involuntary petition has been or is in the future filed against NTI under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an "Insolvency Proceeding"), then: (i) all rights of Verizon under such laws, including, without limitation, all rights of Verizon under 11 U.S.C. § 366, shall be preserved, and NTI's adoption of the Verizon Terms shall in no way impair such rights of Verizon; and (ii) all rights of NTI resulting from NTI's adoption of the Verizon terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Verizon pursuant to 11 U.S.C. § 366.

(select Verizon East Customer Support, Business Resources, Customer Documentation, Resources, Industry Letters, CLEC, May 21, 2001 Order on Remand).

³ See, e.g., 47 C.F.R. Section 51.809(c).

⁴ FCC *Internet Order* ¶ 82.

SIGNATURE PAGE

Please arrange for a duly authorized representative of NTI to sign this letter in the space provided below and return it to Verizon.

Sincerely,

VERIZON NEW YORK INC.



John C. Peterson, Director
Contract Performance and Administration
Wholesale Markets

Reviewed and countersigned as to points A, B, C, D, E and F of paragraph 1:

NEUTRAL TANDEM-NEW YORK, LLC



John Barnicle
Chief Operating Officer

c: K. Robertson – Verizon

Risk Management Department
295 N. Maple Avenue
Room 7146K2
Basking Ridge, NJ 07920-1002

22.0 TERM AND TERMINATION; DEFAULT

22.1 This Agreement shall be effective as of the date first above written and, unless terminated earlier in accordance with the terms hereof, shall continue in effect until June 23, 2005 (the "Initial Term"), and thereafter the Agreement shall continue in force and effect on a month-to-month basis unless and until terminated as provided herein.

22.2 [Intentionally deleted]

22.3 Either AT&T 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, but not greater than nine (9) months, in advance of the date of termination. In the event of such termination, if neither Party has requested renegotiation of a successor interconnection agreement pursuant to Section 22.4, the service arrangements made available under this Agreement and existing at the time of termination shall, unless otherwise agreed to by the Parties, continue without interruption under (a) standard Interconnection terms and conditions approved and made generally effective by the Commission, (b) Tariff terms and conditions generally available to CLECs or (c) if none of the above is available, under the terms of this Agreement on a month-to-month basis until such time as a new agreement is entered into, or if no agreement is entered into, until (a) or (b) becomes available.

22.4 AT&T (i) may make, at its option, nine (9) months prior to the expiration of the Initial Term, or (ii) shall make, at Verizon's request, but no earlier than nine (9) month prior to the end of the Initial Term, a written request to Verizon to renegotiate the terms of this Agreement pursuant to Section 251(c)(1) of the Act ("Request for Renegotiation"). The date of receipt of such Request for Renegotiation shall be the "Renegotiation Request Date". Any such Request for Renegotiation shall be deemed by both Parties to be notice of termination of this Agreement and a good faith request for Interconnection pursuant to Section 252 of the Act (or any successor provision). The terms and conditions of this Agreement shall remain in effect during the period of renegotiations; provided, however, if the Parties do not execute a new interconnection agreement within one hundred and sixty (160) days after the Renegotiation Request Date, the terms and conditions of this Agreement shall continue in full force and effect only if AT&T files an arbitration petition pursuant to Section 252(b) of the Act, in which case, this Agreement shall remain in effect until the Parties execute a successor agreement.

22.4.1 If either Party defaults in the payment of any amount due hereunder, except for amounts subject to a bona fide dispute pursuant to Section 28.9 hereof with respect to which the disputing party has complied with the requirements of