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May 29, 2020

VIA ECFS & FEDERAL EXPRESS

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 WhiteSky Communications, LLC; Application of WhiteSky Communications, LLC for Authorization to Obtain Numbering Resources, WC Docket No. 20-_____

Dear Ms. Dortch:

Pursuant to Section 52.15(g)(3)(i) of the Commission's Rules, WhiteSky Communications, LLC ("WhiteSky"), 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 first-class mail.

WhiteSky 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").¹ WhiteSky is voluntarily providing this information, "of a kind that would customarily not be released to the public"; therefore, this information is "confidential" under FOIA.² Moreover, WhiteSky would suffer substantial competitive harm if this information were disclosed.³ 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,⁴ WhiteSky hereby states as follows:

¹ 5 U.S.C. § 552(b)(4).

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

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

⁴ 47 C.F.R. § 0.459(b).

1. IDENTIFICATION OF THE SPECIFIC INFORMATION FOR WHICH CONFIDENTIAL TREATMENT IS SOUGHT.⁵

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

2. DESCRIPTION OF CIRCUMSTANCES GIVING RISE TO THE SUBMISSION.⁶

As proof of WhiteSky's facilities readiness as required by Section 52.15(b)(3)(i)(D) of the Commission's rules, WhiteSky is submitting the agreement 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.⁷

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

4. EXPLANATION OF THE DEGREE TO WHICH THE INFORMATION CONCERN'S A SERVICE THAT IS SUBJECT TO COMPETITION.⁹

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

5. EXPLANATION OF HOW DISCLOSURE OF THE INFORMATION COULD RESULT IN SUBSTANTIAL COMPETITIVE HARM.¹⁰

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

⁵ 47 C.F.R. § 0.459(b)(1).

⁶ 47 C.F.R. § 0.459(b)(2).

⁷ 47 C.F.R. § 0.459(b)(3).

⁸ 47 C.F.R. §§ 0.457(d) and 0.459.

⁹ 47 C.F.R. § 0.459(b)(4).

¹⁰ 47 C.F.R. § 0.459(b)(5).

6. IDENTIFICATION OF ANY MEASURES TAKEN BY THE SUBMITTING PARTY TO PREVENT UNAUTHORIZED DISCLOSURE.¹¹

WhiteSky 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.¹²

WhiteSky 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.¹³

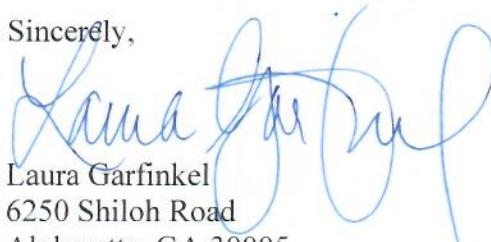
WhiteSky requests that *Exhibit A* be treated as confidential for a period of ten years. This period is necessary due to the proprietary nature of the information in *Exhibit A*.

9. OTHER INFORMATION THAT WHITESKY BELIEVES MAY BE USEFUL IN ASSESSING WHETHER ITS REQUEST FOR CONFIDENTIALITY SHOULD BE GRANTED.¹⁴

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

Any questions you may have regarding this filing should be directed to my attention at (973) 760-9218 or via email to laura@gsaudits.com. Thank you for your assistance in this matter.

Sincerely,



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6250 Shiloh Road
Alpharetta, GA 30005
Phone: 973-760-9128
Fax: 866-611-5443
Email: laura@gsaudits.com

Attorney in Fact to WhiteSky Communications, LLC

¹¹ 47 C.F.R. § 0.459(b)(6).

¹² 47 C.F.R. § 0.459(b)(7).

¹³ 47 C.F.R. § 0.459(b)(8).

¹⁴ 47 C.F.R. § 0.459(b)(9).

PUBLIC VERSION

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

In the Matter of)
)
WhiteSky 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 WHITESKY COMMUNICATIONS, LLC FOR
AUTHORIZATION TO OBTAIN NUMBERING RESOURCES**

WhiteSky Communications, LLC (“WhiteSky”), 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*,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 Sections 52.15(g)(3)(i)(A)-(F) of the Commission’s Rules. WhiteSky, a VoIP provider, hereby requests the Commission grant it that authorization. In support of this application, WhiteSky provides the following information.

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

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

(A) § 52.15(g)(3)(i)(A)

Name: WhiteSky Communications, LLC

Address: 5710 Watermelon Road, Ste 316
Northport, AL 35473

Telephone: Toll Free: 866-755-8593
Local Number: 205-561-2107
Company Fax: 205-561-2108

Qualified Personnel: Grant McCabe, Chief Financial Officer
Allen White, Chief Technical Officer
Spencer Thomason, Senior Engineer

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

Name: Spencer Thomason, Senior Engineer

Address: 5710 Watermelon Road, Ste 316
Northport, AL 35473

Telephone: 205-561-2107

Email: spencer@whitesky.us

(B) § 52.15(g)(3)(i)(B)

WhiteSky 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.

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

(C) § 52.15(g)(3)(i)(C)

WhiteSky 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)

WhiteSky hereby sets forth its capability to provide service within 60 days of the numbering resources activation date. WhiteSky intends to initially provide VoIP services in the Alabama, California, Florida, Georgia, Louisiana, Mississippi, Pennsylvania, Tennessee and Texas through its own facilities and those of its CLEC partner with which it has arrangements in place for routing traffic to the PSTN. Under its current agreements and established procedures, WhiteSky 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. Further as proof of its facilities readiness, WhiteSky has attached to this application, as *Exhibit A*, confidential agreements between WhiteSky and its carrier partner providing that the carrier partner will provide switching and transport services for traffic associated with WhiteSky's numbers and, in that connection, provide connectivity to the PSTN for inbound calls to and outbound calls from WhiteSky numbers. (WhiteSky has requested confidential treatment under the Commission's rules for *Exhibit A*.) Also attached, as *Exhibit B*, is validation of underlying interconnection agreements between WhiteSky's carrier partner and Incumbent Local Exchange Carriers (ILEC's) in Alabama, California, Florida, Georgia, Louisiana, Mississippi, Pennsylvania, Tennessee and Texas.

(E) § 52.15(g)(3)(i)(E)

WhiteSky 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. WhiteSky holds the FRN #0024695124 and the USAC Filer ID #831031 and is current with all required reporting obligations.

(F) § 52.15(g)(3)(i)(F)

WhiteSky hereby certifies that it has the requisite financial, managerial, and technical expertise and experience to provide reliable telecommunications service. The company is financially stable, headed by a seasoned, experienced management team with extensive managerial experience in the telecommunications industry. The team also has in depth technical expertise and infrastructure in place to provide reliable numbering and related VoIP services.

WhiteSky has the premier technical qualifications necessary to provide and maintain successful operations within its service area. WhiteSky has the capabilities to proficiently port and place numbers into service and successfully route calls. Additionally, WhiteSky's management team's long term experience in the telecommunications industry and with number porting enables it, along with its carrier partners, to create routing arrangements that seamlessly deliver calls to numbers directly assigned to WhiteSky.

Furthermore, WhiteSky's personnel have extensive business and network management experience in telecommunications related and technology businesses in supporting its targeted customer segment, without limitation: telecommunications carriers, IP service providers, residential customers and business customers of IP, communications and information services. The below individuals lead a team that is highly qualified to manage the operations of WhiteSky throughout its defined service area(s). WhiteSky's key management and technical personnel are listed below. None of the identified personnel is being or has been investigated by the Commission or any law enforcement or regulatory agency for failure to comply with any law, rule, or order.

Key Personnel:²

Grant McCabe, Chief Financial Officer
Allen White, Chief Technical Officer
Spencer Thomason, Senior Engineer

(G) § 52.15(g)(3)(i)(G)

WhiteSky 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.

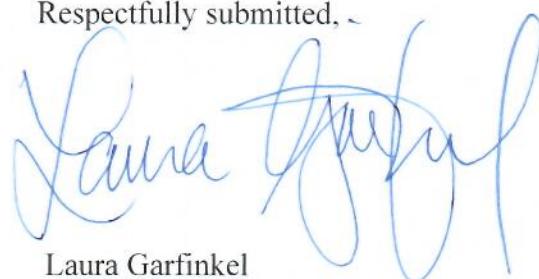
II. ACKNOWLEDGEMENT OF CONDITIONS IN SECTION 52.15(g)(3)(iv)

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

Respectfully submitted,



Laura Garfinkel
6250 Shiloh Road
Alpharetta, GA 30005
Phone: 973-760-9128
Fax: 866-611-5443
Email: laura@gsaudits.com

Attorney in Fact to WhiteSky Communications, LLC

² Attached hereto, as **Exhibit C** are the names, titles, biographies, and contact information of the WhiteSky key management and technical team.

EXHIBIT A
CONFIDENTIAL MATERIALS OMITTED

AGREEMENT

BETWEEN WHITESKY COMMUNICATIONS, LLC, AND CARRIER PARTNER

**SUBJECT TO REQUEST FOR CONFIDENTIAL
TREATMENT NOT FOR PUBLIC INSPECTION**

REDACTED

EXHIBIT B

CARRIER PARTNER-LOCAL EXCHANGE CARRIER AGREEMENTS

IN

AL, CA, FL, GA, LA, MI, PA, TN AND TX

AT&T Wholesale Agreement

AGREEMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA

AND

PEERLESS NETWORK OF ALABAMA, LLC



Signature: eSigned - Scott Kell

Name: eSigned - Scott Kell
(Print or Type)

Title: Executive Vice President of Operations
(Print or Type)

Date: 27 Mar 2018

Peerless Network of Alabama, LLC

Signature: eSigned - William Bockelman

Name: eSigned - William Bockelman
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)

Date: 28 Mar 2018

BellSouth Telecommunications, LLC d/b/a AT&T
ALABAMA by AT&T Services, Inc., its authorized
agent

**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, 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; and Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN, (only to the extent that the agent for each such AT&T Inc. 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 Alabama, LLC ("CLEC" also referenced as "Peerless Network of Alabama, LLC"), (a Alabama Limited Liability Company (LLC)), shall apply to the State(s) of Alabama.

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/or 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, 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, 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:

8.0 Effective Date, Term and Termination

8.1 Effective Date:

- 8.1.1 In AT&T-21STATE, with the exception of AT&T OHIO and AT&T WISCONSIN, 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. In AT&T WISCONSIN, the Effective Date of this Agreement shall be ten (10) calendar days after the mailing date of the final order approving this Agreement.

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 June 13, 2020 (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.
- 8.3.2 If, at any time during the term of this Agreement, AT&T-21STATE 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-21STATE 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-21STATE 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 Section of this GT&C.
- 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" or Notice of Termination (if served after Expiration), CLEC shall have ten (10) calendar days to provide AT&T-21STATE written confirmation to the Notice of Expiration indicating if CLEC wishes to pursue a successor agreement with AT&T-21STATE 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-21STATE, CLEC shall attach to its written confirmation or Notice of Expiration, a written request to commence negotiations with AT&T-21STATE 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-21STATE 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-21STATE'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 without AT&T-21STATE's consent, AT&T-21STATE may provide Notice to CLEC that all services provided thereafter shall be pursuant to the rates, terms and conditions set forth in AT&T-21STATE'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, the Agreement shall remain in full force and effect on a month to month basis unless both Parties mutually agree to terminate, or either Party provides "Notice of Termination" as provided for in Section 8.4.
- 8.4.6 AT&T-21STATE may reject a request under Section 252 for a new agreement if CLEC has an outstanding balance under this Agreement. CLEC may send a subsequent notice under Section 252 when the outstanding balance has been paid in full.

9.0 End User Fraud

- 9.1 AT&T-21STATE shall not be liable to CLEC for any fraud associated with CLEC's End User account, including 1+ IntralATA toll calls, 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 9.2 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.
- 9.4 AT&T-21STATE will use a Fraud Monitoring System to determine suspected occurrences of ABT-related fraud and will provide notification messages to CLEC on suspected occurrences of ABT-related fraud on CLEC accounts stored in the applicable LIDB.
- 9.5 CLEC understands that Fraud Monitoring System alerts only identify potential occurrences of fraud. CLEC understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. CLEC understands and agrees that it will also need to determine what, if any, action CLEC should take as a result of a Fraud Monitoring System alert.
- 9.6 The Parties will provide contact names and numbers to each other for the exchange of Fraud Monitoring System alert notification.

10.0 Assurance of Payment

- 10.1 Upon request by AT&T-21STATE, CLEC will provide AT&T-21STATE with the AT&T-21STATE Credit Profile form and provide information to AT&T-21STATE regarding CLEC's credit and financial condition.
- 10.2 Assurance of payment may be requested by AT&T-21STATE:
 - 10.2.1 If based on AT&T-21STATE's analysis of the AT&T-21STATE Credit Profile and other relevant information regarding CLEC's credit and financial condition, there is an impairment of the credit, financial health, or credit worthiness of CLEC. Such impairment will be determined from information available from Third Party financial sources; or



WHOLESALE AGREEMENT

Customer Name: Peerless Network of California, LLC

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

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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, 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:

appropriate charges to AT&T-22STATE for each service order submitted to accomplish a Company Code Change. In addition, CLEC shall submit a new OSQ to update any OS/DA Rate Reference information and Branding pursuant to the rates specified in the Pricing Schedule to this Agreement. In addition, CLEC shall pay any and all charges to AT&T-22STATE required for re-stenciling, re-engineering, changing locks and any other work necessary with respect to Collocation, as determined on an individual case basis.

7.5 Assignment of any Interconnection Service:

- 7.5.1 Any assignment or transfer of any Interconnection Resale Service, 251(c)(3) UNEs, function, facility, product or Service provisioned pursuant to this Agreement without the transfer or the assignment of this Agreement shall 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 April 11, 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.

- 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.
- 9.4 AT&T-22STATE will use a Fraud Monitoring System to determine suspected occurrences of ABT-related fraud and will provide notification messages to CLEC on suspected occurrences of ABT-related fraud on CLEC accounts stored in the applicable LIDB.
- 9.5 CLEC understands that Fraud Monitoring System alerts only identify potential occurrences of fraud. CLEC understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. CLEC understands and agrees that it will also need to determine what, if any, action CLEC should take as a result of a Fraud Monitoring System alert.
- 9.6 The Parties will provide contact names and numbers to each other for the exchange of Fraud Monitoring System alert notification.

10.0 Assurance of Payment

- 10.1 Upon request by AT&T-22STATE, CLEC will provide AT&T-22STATE with the AT&T-22STATE Credit Profile form and provide information to AT&T-22STATE regarding CLEC's credit and financial condition.
- 10.2 Assurance of payment may be requested by AT&T-22STATE:
- 10.2.1 If based on AT&T-22STATE's analysis of the AT&T-22STATE Credit Profile and other relevant information regarding CLEC's credit and financial condition, there is an impairment of the credit, financial health, or credit worthiness of CLEC. Such impairment will be determined from information available from Third Party financial sources; or
- 10.2.2 CLEC fails to timely pay a bill rendered to CLEC by AT&T-22STATE (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which CLEC has complied with all requirements set forth in Section 12.4 below); and/or



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

Signature Page 1 of 1

Peerless Netwok

Version: 3Q08 – CLEC ICA 10/09/08

Peerless Network of California, LLC

By:

Name: Scott Kell

Title: COO

Date: 01/22/2009

Pacific Bell Telephone Company d/b/a AT&T California by AT&T Operations, Inc., its authorized agent

By:

Name: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 1-29-09

AT&T Wholesale Agreement

Contract Number: 19054



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CLEC Agreement with:

Peerless Network

**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.

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.

AT&T Wholesale Agreement

Contract Number: 20623

**AGREEMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T LOUISIANA
AND
PEERLESS NETWORK OF LOUISIANA, LLC**



Page 3 of 275

Signature: eSigned - Scott KellName: eSigned - Scott Kell
(Print or Type)Title: Executive Vice President of Operations
(Print or Type)Date: 07 Jul 2015

Peerless Network of Louisiana, LLC

Signature: eSigned - William A. BockelmanName: eSigned - William A. Bockelman
(Print or Type)Title: Director
(Print or Type)Date: 07 Jul 2015**BellSouth Telecommunications, LLC d/b/a AT&T
LOUISIANA by AT&T Services, Inc., its authorized
agent**

**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, 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; and Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN**, (only to the extent that the agent for each such AT&T Inc. 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 Louisiana, LLC ("CLEC" also referenced as "Peerless Network of Louisiana, LLC"), (a Louisiana Limited Liability Company (LLC)), shall apply to the State(s) of Louisiana.

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/or 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, 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, 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:

not assign or transfer this Agreement, or any rights or obligations hereunder, to an Affiliate if that Affiliate is a Party to a separate interconnection agreement with AT&T-21STATE under Sections 251 and 252 of the Act that covers the same state(s) as this Agreement. Any attempted assignment or transfer that is not permitted is void *ab initio*.

7.2 CLEC Name Change:

- 7.2.1 Any change in CLEC's corporate name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only the CLEC name is changing, and no CLEC Company Code(s) are changing, constitutes a CLEC Name Change. For any CLEC Name Change, CLEC is responsible for providing proof of compliance with industry standards related to any Company Code(s). CLEC is responsible for paying normal applicable service order processing/administration charges and/or nonrecurring charges for each service order submitted by CLEC, or by AT&T-21STATE on behalf of CLEC, for updating billing accounts and End User records, as set forth in the Pricing Schedule attachment of this Agreement.
- 7.2.2 The Parties agree to amend this Agreement to appropriately reflect any CLEC Name Change.

7.3 Company Code(s) Change:

- 7.3.1 Unless within sixty (60) days of acquisition, CLEC provides AT&T-21STATE with appropriate paperwork reflecting that Third Party-administered codes have been updated to reflect CLEC's name on each Company Code associated with acquired assets including but not limited to any Interconnection, Resale Service, 251(c)(3) UNEs, function, facility, product or service, CLEC must submit an order for each acquired asset to reflect the change of ownership in all appropriate AT&T-21STATE systems. All orders must be submitted no later than nine (9) months after the closing date of the acquisition.
- 7.3.2 In the event of a Company Code Change, CLEC shall comply with Applicable Law relating thereto, including but not limited to all FCC and state Commission rules relating to notice(s) to End Users.
- 7.3.3 For any CLEC Company Code Change, CLEC must negotiate a separate transfer or assignment agreement.
- 7.3.4 CLEC acknowledges that failing to comply with this Section 7 shall entitle AT&T-21STATE to issue a Notice under and in accordance with Section 8.3 of this Agreement.

- 7.4 Wherever required by this Section 7, AT&T-21STATE's consent shall be conditioned upon receipt of payment for all outstanding charges associated with any transferred or acquired assets.
- 7.5 CLEC acknowledges that CLEC may be required to tender additional assurance of payment to AT&T-21STATE as a result of any assignment, acquisition or transfer of assets if requested under the terms of this Agreement.

8.0 Effective Date, Term and Termination

8.1 Effective Date:

- 8.1.1 In AT&T-21STATE, with the exception of **AT&T OHIO** and **AT&T WISCONSIN**, 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. In **AT&T WISCONSIN**, the Effective Date of this Agreement shall be ten (10) calendar days after the mailing date of the final order approving this Agreement.

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 September 1, 2017 (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.

- 8.3.2 If, at any time during the term of this Agreement, AT&T-21STATE 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-21STATE 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-21STATE 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 41.1 below of this GT&C.
- 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-21STATE written confirmation to the Notice of Expiration indicating if CLEC wishes to pursue a successor agreement with AT&T-21STATE 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-21STATE, CLEC shall attach to its written confirmation or Notice of Expiration, a written request to commence negotiations with AT&T-21STATE 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-21STATE 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-21STATE'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 without AT&T-21STATE's consent, AT&T-21STATE may provide Notice to CLEC that all services provided thereafter shall be pursuant to the rates, terms and conditions set forth in AT&T-21STATE'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-21STATE, AT&T-21STATE may continue to offer services to CLEC pursuant to the rates, terms and conditions set forth in AT&T-21STATE'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 subject to Section 8.4.6.

- 8.4.6 **AT&T-21STATE** may reject a request under Section 252 to initiate negotiations for a new agreement if CLEC has an outstanding balance under this Agreement. CLEC may send a subsequent notice under Section 252 when the outstanding balance has been paid in full.

9.0 End User Fraud

- 9.1 **AT&T-21STATE** shall not be liable to CLEC for any fraud associated with CLEC's End User account, including 1+ IntraLATA toll calls, 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 9.2 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.
- 9.4 **AT&T-21STATE** will use a Fraud Monitoring System to determine suspected occurrences of ABT-related fraud and will provide notification messages to CLEC on suspected occurrences of ABT-related fraud on CLEC accounts stored in the applicable LIDB.
- 9.5 CLEC understands that Fraud Monitoring System alerts only identify potential occurrences of fraud. CLEC understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. CLEC understands and agrees that it will also need to determine what, if any, action CLEC should take as a result of a Fraud Monitoring System alert.
- 9.6 The Parties will provide contact names and numbers to each other for the exchange of Fraud Monitoring System alert notification.

10.0 Assurance of Payment

- 10.1 Upon request by **AT&T-21STATE**, CLEC will provide **AT&T-21STATE** with the **AT&T-21STATE** Credit Profile form and provide information to **AT&T-21STATE** regarding CLEC's credit and financial condition.
- 10.2 Assurance of payment may be requested by **AT&T-21STATE**:
- 10.2.1 If based on **AT&T-21STATE**'s analysis of the **AT&T-21STATE** Credit Profile and other relevant information regarding CLEC's credit and financial condition, there is an impairment of the credit, financial health, or credit worthiness of CLEC. Such impairment will be determined from information available from Third Party financial sources; or
 - 10.2.2 CLEC fails to timely pay a bill rendered to CLEC by **AT&T-21STATE** (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which CLEC has complied with all requirements set forth in Section 12.4 below); and/or
 - 10.2.3 CLEC's gross monthly billing has increased, **AT&T-21STATE** reserves the right to request additional security (or to require a security deposit if none was previously requested) and/or file a Uniform Commercial Code (UCC-1) security interest in CLEC's "accounts receivables and proceeds"; or
 - 10.2.4 When CLEC admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.
- 10.3 If **AT&T-21STATE** requires CLEC to provide a security deposit, CLEC shall provide such security deposit prior to the inauguration of service or within fifteen (15) calendar days of **AT&T-21STATE**'s request, as applicable. Deposit request notices will be sent to CLEC via certified mail or overnight delivery. Such notice period will start the day after the deposit request notice is rendered by certified mail or overnight delivery. Interest on a cash security deposit shall accrue and be applied or refunded in accordance with the terms in **AT&T-21STATE**'s applicable Tariff.

AT&T Wholesale Agreement

Contract Number: 17905

**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, 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; 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, and 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 Inc. 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 Michigan, LLC ("CLEC" also referenced as "Peerless Network of Michigan, LLC", a Michigan Limited Liability Company, shall apply to the State(s) of Michigan.

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, 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, 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:

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** and **AT&T WISCONSIN**, 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. In **AT&T WISCONSIN**, the Effective Date of this Agreement shall be ten (10) calendar days after the mailing date of the final order approving this Agreement.

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 April 30, 2016 (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.
- 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 41.1 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 without 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 subject to Section 8.4.6.
- 8.4.6 AT&T may reject a request under Section 252 to initiate negotiations for a new agreement if CLEC has an outstanding balance under this Agreement. CLEC may send a subsequent notice under Section 252 when the outstanding balance has been paid in full.

9.0 End User Fraud

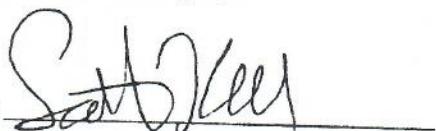
- 9.1 AT&T-22STATE shall not be liable to CLEC for any fraud associated with CLEC's End User account, including 1+ IntraLATA toll, ported numbers, and ABT.
- 9.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud involving 1+ IntraLATA 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.
- 9.4 AT&T-22STATE will use a Fraud Monitoring System to determine suspected occurrences of ABT-related fraud and will provide notification messages to CLEC on suspected occurrences of ABT-related fraud on CLEC accounts stored in the applicable LIDB.
- 9.5 CLEC understands that Fraud Monitoring System alerts only identify potential occurrences of fraud. CLEC understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. CLEC understands and agrees that it will also need to determine what, if any, action CLEC should take as a result of a Fraud Monitoring System alert.
- 9.6 The Parties will provide contact names and numbers to each other for the exchange of Fraud Monitoring System alert notification.

10.0 Assurance of Payment

- 10.1 Upon request by AT&T-22STATE, CLEC will provide AT&T-22STATE with the AT&T-22STATE Credit Profile form and provide information to AT&T-22STATE regarding CLEC's credit and financial condition.
- 10.2 Assurance of payment may be requested by AT&T-22STATE:
- 10.2.1 If based on AT&T-22STATE's analysis of the AT&T-22STATE Credit Profile and other relevant information regarding CLEC's credit and financial condition, there is an impairment of the credit, financial health, or

Peerless Network of Michigan, LLC

Signature:



Name:

Scott Kell
(Print or Type)

Title:

EVP Operations
(Print or Type)

Date:

2/12/13

Michigan Bell Telephone Company d/b/a AT&T MICHIGAN
by AT&T Services, Inc., its authorized agent

Signature:



Name:

Patrick Doherty
(Print or Type)

Title:

Director - Regulatory

(Print or Type)

Date:

2-25-13

Suzan DeBusk Paiva
Assistant General Counsel
Pennsylvania



1717 Arch Street, 3 East
Philadelphia, PA 19103

Tel: (215) 466-4755
Fax: (215) 563-2658
Suzan.D.Paiva@Verizon.com

September 23, 2011

VIA FEDERAL EXPRESS

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

RECEIVED

SEP 22 2011

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

RE: Joint Filing of
Verizon North LLC and
Peerless Network of Pennsylvania, LLC
for Approval of an Interconnection Agreement
Dkt. No.

Dear Secretary Chiavetta:

Enclosed please find an original and three copies of the joint filing of Verizon North LLC and Peerless Network of Pennsylvania, LLC for Approval of an Interconnection Agreement. The Interconnection Agreement is deemed effective as of August 8, 2011, and was signed by the second of the two parties' signers on September 1, 2011. Thus, this Joint Filing is being made within 30 days of the day that the Agreement was signed, as required by ordering Paragraph 5 of the Commission's May 3, 2004 Final Order in Docket No. M-00960799. As evidenced by the cc: below, notice of this filing is being provided to Peerless Network of Pennsylvania, LLC.

Please date stamp the enclosed additional partial copy of the Agreement and return it to me in the enclosed self-addressed, stamped envelope.

Very truly yours,

A handwritten signature in black ink that reads "Suzan D. Paiva".

Suzan D. Paiva

SDP/slb
Enclosure

cc: Daniel Meldazis, Peerless Network of Pennsylvania, LLC
Attached Service List

RECEIVED

SEP 22 2011

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

AGREEMENT

by and between

PEERLESS NETWORK OF PENNSYLVANIA, LLC

and

VERIZON NORTH LLC

FOR THE COMMONWEALTH OF

PENNSYLVANIA

AGREEMENT

PREFACE

This Agreement ("Agreement") shall be deemed effective as of August 8, 2011 (the "Effective Date"), between Peerless Network of Pennsylvania, LLC ("Peerless"), a limited liability company organized under the laws of the State of Pennsylvania, with offices at 222 S Riverside Plaza, Suite 2730, Chicago, IL 60606 and Verizon North LLC ("Verizon"), a limited liability company organized under the laws of the State of Delaware with offices at 600 Hidden Ridge, HQE03H09, Irving TX 75038 (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.

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

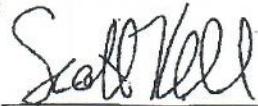
4.1 The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the

SIGNATURE PAGE

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

PEERLESS NETWORK OF PENNSYLVANIA,
LLC

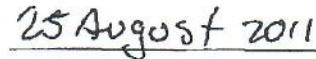
By:



Printed: Scott Kell

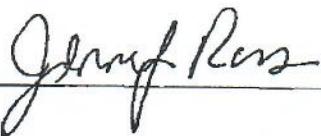
Title: Executive Vice President

Date:



VERIZON NORTH LLC

By:



Printed: Jennifer Ross

Title: Director - Interconnection

Date:

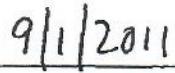


EXHIBIT C

WHITESKY COMMUNICATIONS, LLC

KEY MANAGEMENT AND TECHNICAL PERSONNEL

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KEY MANAGEMENT AND TECHNICAL PERSONNEL

Whitesky Key Management & Technical Personnel

Allen Cory White is the founder and CTO of Whitesky Communications. Whitesky, a telecommunications company that provides voice, video and data services to the MDU space. While attending the University of Alabama, Cory created Whitesky in an effort to alleviate poor service issues at his apartment complex. As he continued to build the company, Whitesky added voice and video services making them a triple threat. From 2005-present, Whitesky has grown tremendously, providing services in 40 states to over 100,000 customers. This growth would not have been possible without Cory's expertise and his high involvement in Whitesky's daily operations. Over the years, WhiteSky has received several awards, one naming Cory the entrepreneur of the year in Tuscaloosa, AL. Cory was appointed by Alabama's governor to serve on the IT TAC Committee for the State of Alabama.

Grant McCabe CEO of Whitesky. Grant joined the Whitesky team in 2009. He graduated from the University of Alabama with a degree in Finance. Grant has aided in building multiple businesses from the ground up. His has an abundance of experience creating and implementing business plans. Grant has helped grow WhiteSky from a small local business to a nationwide company. With over 100,000 customers to date, Grant works daily to increase those numbers through building customer relations, executing contracts, and generating bids.

Spencer Thomason is Director of Engineering and Chief Architect at Whitesky. As core design engineer, he led the design and engineering of the Whitesky VoIP Platform. He has over 10 years of experience in telecommunications provisioning and is a certified user of the SMS800 platform. He also serves as a Internet expert and general problem solver. Spencer's 20 years of experience in systems administration and computer science include developing a VoIP carrier network from the ground up, managing a large fiber backbone and leading several successful design teams. In short, he is the jack-of-all-trades for all things VoIP. A lover of all things technical, he enjoys building software, taking things apart and fiddling with expensive equipment.

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