

June 25, 2019  
Via ECFS Filing

**REDACTED FOR PUBLIC INSPECTION**

Secretary, Federal Communications Commission  
Washington, DC 20554  
Attn: Wireline Competition Bureau

RE: Request for Confidential Treatment of Filing of The Voice Application Network, LLC; *Application of The Voice Application Network LLC for Authorization to Obtain Numbering Resources Pursuant to Section 52.15(g) of the Commission's Rules, WC Docket No. 19-*\_\_\_\_\_

Dear Secretary:

Pursuant to Section 52.15(g)(3)(i) of the Commission's Rules, The Voice Application Network LLC ("The Voice Application Network") hereby submits its application requesting authorization to obtain numbering resources.

The Voice Application Network 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 accord confidential treatment to **Exhibit A** to the application because that document contains sensitive trade secrets and commercial information that falls within Exemption 4 of the Freedom of Information Act ("FOIA").<sup>1</sup> The Voice Application Network is voluntarily providing this information, "of a kind that would not customarily be released to the public"; therefore, this information is "confidential" under FOIA<sup>2</sup>. Moreover, The Voice Application Network would suffer substantial competitive harm if this information were disclosed.<sup>3</sup>

Exhibit A is accordingly marked with the header "SUBJECT TO REQUEST FOR CONFIDENTIAL TREATMENT - NOT FOR PUBLIC INSPECTION."

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<sup>1</sup> 5 U.S.C. § 552(b)(4).

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

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

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

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

The Voice Application Network seeks confidential treatment of Exhibit A to the enclosed application.

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

The Voice Application Network is submitting as Exhibit A the agreement between it and its carrier partner, as proof of The Voice Application Network's facilities readiness as required by Section 52. 15(g)(3)(i)(D) of the Commission's rules.

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

The information for which The Voice Application Network seeks confidential treatment contains sensitive commercial information "which would customarily be guarded from competitors"<sup>8</sup>. Exhibit A describes the agreement between The Voice Application Network and its carrier partner and contains proprietary commercial information concerning The Voice Application Network's network, customers, and services.

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

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

47 C.F.R. § 0.459(b).

<sup>5</sup> 47 C.F.R. § 0.459(b)(1).

<sup>6</sup> 47 C.F.R. § 0.459(b)(2).

<sup>7</sup> 47 C.F.R. § 0.459(b)(3).

<sup>8</sup> 47 C.F.R. § 0.457(d)(2).

<sup>9</sup> 47 C.F.R. § 0.459(b)(4).

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

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

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

The Voice Application Network has not distributed the information in Exhibit A to the public.

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

The Voice Application Network has not previously disclosed the information in Exhibit A.

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

The Voice Application Network 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.

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

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

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

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

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

The information concerns The Voice Application Network'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 407-740-3006 or via email to [croesel@inteserra.com](mailto:croesel@inteserra.com). Thank you for your assistance in this matter.

Sincerely,

/s/ Carey Roesel

Carey Roesel  
Consultant to The Voice Application Network, LLC

cc: Andrew Nickerson - The Voice Application Network  
tms: FCCx1901

CR/gs

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

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

*In the Matter of* )  
 )  
The Voice Application Network LLC )  
 ) WC Docket No. 19-\_\_\_\_\_  
For Authorization to Obtain Numbering )  
Resources Pursuant to Section 52.15(g) of )  
The Commission's Rules )

**APPLICATION OF THE VOICE APPLICATION NETWORK LLC  
FOR AUTHORIZATION TO OBTAIN NUMBERING RESOURCES**

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

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

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

**A. § 52.15(g)(3)(i)(A)**

Name:	The Voice Application Network LLC
Address:	2150 Park Place
	Suite 100
City:	El Segundo
State:	California
ZIP Code:	90245
Telephone:	702-553-3007

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

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

Name: Andrew Nickerson  
Address: 2150 Park Place  
Suite 100  
City: El Segundo  
State: California  
ZIP Code: 90245  
Telephone: 702-553-3007  
Facsimile: 702-825-2582

**B. § 52.15(g)(3)(i)(B)**

The Voice Application Network 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. The Voice Application Network hereby also acknowledges that this authorization is subject to compliance with industry guidelines and practices regarding numbering, as applicable to telecommunications carriers. The numbering resources that are the subject of this Application will be used to provide interconnected VoIP services initially in CO, ND, and WA.

**C. § 52.15(g)(3)(i)(C)**

The Voice Application Network 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)**

The Voice Application Network hereby sets forth its capability to provide service within 60 days of the numbering resources activation date.

To demonstrate its facilities readiness, The Voice Application Network will have the following resources available at its disposal: a fully integrated back office support system with the ability to schedule and process LNP orders from customers and an experienced provisioning department capable of handling bulk

number ports with over 10 years LNP experience. The Voice Application Network has an agreement in place with a CLEC partner to route traffic to the ILECs. The Voice Application Network has attached to this application, as *Exhibit A*, an agreement between The Voice Application Network and its carrier partner providing that the carrier partner will host The Voice Application Network's numbers on its switches and provide connectivity to the PSTN for inbound calls to The Voice Application Network numbers. The Voice Application Network has requested confidential treatment under the Commission's rules for *Exhibit A*. Also attached, as *Exhibit B*, is evidence of interconnection agreements between The Voice Application Network's carrier partner and local exchange carriers in CO, ND, and WA.

**E. § 52.15(g)(3)(i)(E)**

The Voice Application Network hereby certifies that it complies with its Universal Service Fund contribution obligations under 47 CFR part 54, subpart H, its Telecommunications Relay Service contribution obligations under 47 CFR § 64.604(c)(5)(iii), its North American Numbering Plan and Local Number Portability Administration contribution obligations under 47 CFR §§ 52.17 and 52.32, its obligations to pay regulatory fees under 47 CFR § 1.1154, and its 911 obligations under 47 CFR part 9.

**F. § 52.15(g)(3)(i)(F)**

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

**Key Personnel:**

Chief Executive Officer – Andrew Nickerson

**G. § 52.15(g)(3)(i)(G)**

The Voice Application Network 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.

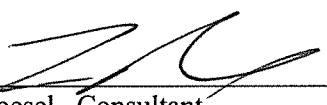
**II. ACKNOWLEDGEMENT OF CONDITIONS IN SECTION 52.15(g)(3)(iv)**

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

Respectfully submitted,



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Carey Roesel, Consultant  
Inteserra Consulting Group, Inc.  
(407) 740-3006  
[croesel@inteserra.com](mailto:croesel@inteserra.com)

and

Andrew Nickerson, Chief Executive Officer  
The Voice Application Network LLC  
702-553-3007  
[regulatory@widevoice.com](mailto:regulatory@widevoice.com)

June 25, 2019

**Exhibit A**

**AGREEMENT BETWEEN  
THE VOICE APPLICATION NETWORK LLC  
AND CARRIER PARTNER**

**(Confidential exhibit submitted separately)**

**Exhibit B**

***(for each state listed)***

**INTERCONNECTION AGREEMENTS BY AND  
BETWEEN  
CARRIER PARTNER  
AND  
CENTURYLINK QC (FKA QWEST)**

**Interconnection Agreement**

**Terms and Conditions for Interconnection, Unbundled Network Elements,  
Ancillary Services, and Resale of Telecommunications Services**

**between**

**Qwest Corporation dba CenturyLink QC**

**and**

**Wide Voice LLC**

**For the State of Colorado**

**Agreement Number  
CDS- 150325-0001**

5.1.3.4 It is the responsibility of either Party to inform its End User Customers of service impacting impairment that may result in discontinuance of service as soon as the Party receives notice of same.

5.1.4 Each Party is solely responsible for the services it provides to its End User Customers and to other Telecommunications Carriers. This provision is not intended to limit the liability of either Party for its failure to perform under this Agreement.

5.1.5 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

5.1.6 Nothing in this Agreement shall prevent either Party from seeking to recover the costs and expenses, if any, it may incur in (a) complying with and implementing its obligations under this Agreement, the Act, and the rules, regulations and orders of the FCC and the Commission, and (b) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement. Notwithstanding the foregoing, CenturyLink shall not assess any charges against CLEC for services, facilities, Unbundled Network Elements, ancillary services and other related work or services covered by this Agreement, unless the charges are expressly provided for in this Agreement. All services and capabilities currently provided hereunder (including resold Telecommunications Services, Unbundled Network Elements, UNE Combinations and ancillary services) and all new and additional services or Unbundled Network Elements to be provided hereunder, shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and orders of the Commission.

## 5.2 Term of Agreement

5.2.1 This Agreement shall become effective on the date of Commission Approval ("Effective Date"); however, the Parties may agree to implement the provisions of this Agreement upon execution. This Agreement shall be binding upon the Parties for a term of three (3) years.

5.2.2 Upon expiration of the term of this Agreement, this Agreement shall continue in full force and effect until superseded by a successor agreement in accordance with this Section 5.2.2. Any Party may request negotiation of a successor agreement by written notice to the other Party no earlier than one hundred sixty (160) Days prior to the expiration of the term, or the Agreement shall renew on a month to month basis. The date of this notice will be the starting point for the negotiation window under Section 252 of the Act. This Agreement will terminate on the date a successor agreement is approved by the Commission. However, nothing relieves CLEC from fulfilling the obligations incurred under the prior Agreement.

## 5.3 Proof of Authorization

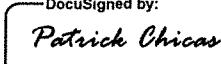
5.3.1 Each Party shall be responsible for obtaining and maintaining Proof of Authorization (POA) as required by applicable federal and state law, as amended from time to time.

5.3.2 The Parties shall make POAs available to each other upon request in the event of an allegation of an unauthorized change in accordance with all Applicable Laws and rules and shall be subject to any penalties contained therein.

## Section 22.0 - SIGNATURE PAGE

By signing below, and in consideration of the mutual promises set forth herein, and other good and valuable consideration, the Parties agree to abide by the terms and conditions set forth in this Interconnection Agreement.

### Wide Voice LLC

DocuSigned by:  
  
F07460F8C2344B1...  
Signature  
Patrick J. Chicas  
Name Printed/Typed  
President  
Title  
3/30/2015  
Date

### Qwest Corporation dba CenturyLink QC

05E9FC68BD57454...  
  
DocuSigned By: L. T. Christensen  
Signature  
L. T. Christensen  
Name Printed/Typed  
Director – Wholesale Contracts  
Title  
3/30/2015  
Date



100 CTE Drive, Dallas, Pa 18612

October 24, 2013

Sharon Thomas  
Technologies Management Inc  
2600 Maitland Center Parkway, Suite 300  
Maitland, FL 32751

RE: Interconnection Agreement between Frontier Communications Northwest Inc and Wide Voice LLC for the state of Washington

Sharon:

Enclosed please find a fully executed Interconnection Agreement between Wide Voice LLC and Frontier Communications Northwest inc for your files. I have also sent this agreement to Frontier's Regulatory department in Washington for filing with the Washington Commission for approval.

Sincerely

A handwritten signature in black ink, appearing to read "Theresa Moffitt".

Theresa Moffitt, Esquire  
Manager, Interconnection and Contract Negotiation

Enclosure

**AGREEMENT**

**by and between**

**Wide Voice, LLC**

**and**

**FRONTIER COMMUNICATIONS NORTHWEST INC.**

**FOR THE STATE OF**

**WASHINGTON**

## **AGREEMENT**

### **PREFACE**

This Agreement ("Agreement") shall be deemed effective upon approval by the Washington Utilities Commission (the "Effective Date"), between Wide Voice, LLC ("Wide Voice"), a limited liability company organized under the laws of the State of Nevada, with offices at 410 South Rampart, Suite 390, Las Vegas, NV 89145 and Frontier Communications Northwest Inc. ("Frontier"), a corporation organized under the laws of the State of Washington with offices at 180 S. Clinton Avenue, Rochester, NY 14646 (Frontier and Wide Voice 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, Frontier and Wide Voice 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, Frontier 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 Frontier and Wide Voice.

- 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 for two (2) years (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 Wide Voice or Frontier 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 Wide Voice or Frontier provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either Wide Voice or Frontier 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 Wide Voice and Frontier; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 If either Wide Voice or Frontier provides notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither Wide Voice nor Frontier 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.

**Wide Voice, LLC**

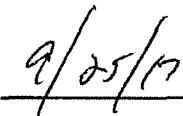
By:



Printed: Patrick J. Chicas

Title: President

Date:



**FRONTIER COMMUNICATIONS NORTHWEST INC.**

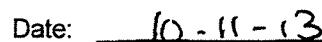
By:



Printed: Stephen Levan

Title: Senior Vice President - Commercial Sales

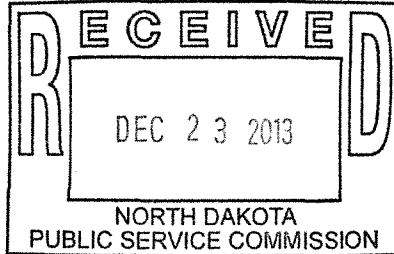
Date:





Jason D. Topp  
Senior Corporate Counsel - Regulatory  
(651) 312-5364

December 23, 2013



Mr. Darrell Nitschke  
Executive Secretary  
North Dakota Public Service Commission  
600 East Boulevard Avenue, 12<sup>th</sup> Floor  
Bismarck, ND 58505-0480

Re: Adoption of the Wireline Interconnection Agreement between  
Qwest Corporation dba CenturyLink QC and Wide Voice, LLC  
for the State of North Dakota

Dear Mr. Nitschke:

Enclosed for filing for approval by the North Dakota Public Service Commission pursuant to 47 U.S.C. § 252 and N.D. Cent. Code § 49-21-01.7 is the Adoption of the Wireline Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink") and Wide Voice, LLC ("Wide Voice") for the State of North Dakota. Wide Voice is adopting the Interconnection Agreement between Sprint Communications Company L.P. and CenturyLink, which was approved by the Commission on April 8, 2004 in Case No. PU-04-12.

Contact information for Wide Voice is as follows:

Tandy DeCosta  
Wide Voice, LLC  
410 South Rampart, Suite 390  
Las Vegas, NV 89145  
(702) 553-3007  
[tdecosta@widevoice.com](mailto:tdecosta@widevoice.com)

Patrick Chicas  
Wide Voice, LLC  
410 South Rampart, Suite 390  
Las Vegas, NV 89145  
(702) 553-3007  
[pjc@widevoice.com](mailto:pjc@widevoice.com)

Mr. Darrell Nitschke

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December 23, 2013

Thank you for your help with this matter. Please contact me if you have any questions or concerns.

Very truly yours,

*Jason D. Topp*

Jason D. Topp

JDT/bardm

Enclosure

cc: Tandy DeCosta (via email)  
Patrick Chicas (via email)



CenturyLink™

**ADOPTION OF THE  
WIRELINE INTERCONNECTION AGREEMENT  
BY**

**WIDE VOICE, LLC**

**ADOPTING THE  
WIRELINE INTERCONNECTION AGREEMENT**

**BETWEEN**

**QWEST CORPORATION DBA CENTURYLINK QC**

**AND**

**SPRINT COMMUNICATIONS COMPANY L.P.**

**FOR THE STATE OF:  
NORTH DAKOTA**

## **Adoption of the Wireline Interconnection Agreement**

This Adoption of the Wireline Interconnection Agreement ("Agreement") is entered into by and between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and Wide Voice, LLC ("CLEC"), a Nevada corporation, each of which may be referred to herein as "Party", or collectively as the "Parties", to establish the terms, conditions and rates for local interconnection and the exchange of Local traffic for the State of North Dakota.

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

### **1. ADOPTED AGREEMENT**

- 1.1 This Agreement between the Parties shall consist of the Wireline Interconnection Agreement entered into by and between Qwest Corporation dba CenturyLink QC and Sprint Communications Company L.P. approved by the Commission in 2004, for the State of North Dakota.
- 1.2 This Agreement is made a part of and incorporates the terms and conditions of the Adopted Agreement, including all amendments to that Adopted Agreement (the "Terms").
- 1.3 Except as set forth herein, the Adopted Agreement remains unchanged and in full force and effect. In the event of a conflict between the Terms of the Adopted Agreement and this Agreement, this Agreement will control.

### **2. PARTY**

For the purposes of this Agreement, CLEC is hereby substituted in the Adopted Agreement for Sprint Communications Company L.P.

### **3. PROVISIONS**

- 3.1 The Terms of the Sprint Communications Company L.P. Agreement are being adopted in its entirety by CLEC pursuant to CLEC's statutory rights under Section 252(i). The filing and performance by CenturyLink of the Terms does not in any way constitute a waiver by CenturyLink of any position as to the Terms or a portion thereof, nor does it constitute a waiver by CenturyLink of any or all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of CLEC's 252(i) election.
- 3.2 Should CLEC attempt to apply the adopted Terms in a manner that conflicts with the provisions set forth herein, CenturyLink reserves its rights to seek appropriate legal and/or equitable relief.

### **4. EFFECTIVE DATE AND TERM**

- 4.1 This Agreement, if an initial Agreement shall become effective on the date of Commission Approval ("Effective Date"); however the Parties may agree to implement the provisions of this Agreement upon execution by both Parties. However, the initiation of a new account, any new provision of service or obligation or any revision to currently existing services or obligations may take up to 60 days to accommodate any required initial processes.
- 4.2 In the event that the Parties currently have an existing Wireline Interconnection Agreement, this Agreement shall replace the existing Wireline Interconnection Agreement in its entirety beginning on the Effective Date. However, nothing relieves the Parties from fulfilling all obligations incurred under that prior Wireline Interconnection Agreement.
- 4.3 The expiration date of this Agreement shall be the expiration date of the Adopted Agreement, which is listed above, however, notwithstanding the forgoing, the Expiration Date of the Adopted Agreement and this Agreement are extended until March 31, 2014

pursuant to the Qwest / CenturyLink merger settlement agreement.

## 5. NOTICES

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

**To CenturyLink:**

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

**With Copy to:**

CenturyLink Legal Department  
Wholesale Interconnection  
1801 California Street, 9th Floor  
Denver, CO 80202  
Phone: 303-383-6553  
Email: Legal.Interconnection@centurylink.com

**To CLEC:**

Wide Voice, LLC  
Tandy DeCosta, Dir Telephone Svcs  
410 South Rampart, Suite 30-  
Las Vegas, NV 89145  
702-553-3007  
Email: tdecosta@widevoice.com

**With Copy to:**

Wide Voice, LLC  
Patrick Chicas, President  
410 South Rampart, Suite 390  
Las Vegas, NV 89145  
702-553-3007  
Email: pjc@widevoice.com

## 6. REGULATORY REQUIREMENTS

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

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

**Wide Voice, LLC**

DocuSigned by:  
**Patrick Chicas**  
F97409F00E2944B1...  
Signature

**Patrick Chicas**  
Printed Name

**President**  
Title

**12/2/2013**  
Date

**Qwest Corporation dba CenturyLink QC**

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

**L. T. Christensen**  
Printed Name

**Director – Wholesale Contracts**  
Title

**12/2/2013**  
Date

**LOCAL INTERCONNECTION AGREEMENT**

**Between Qwest Corporation**

**And**

**Sprint Communications Company L.P.  
For the State of North Dakota**

**TERMS AND CONDITIONS FOR INTERCONNECTION,  
UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES,  
AND RESALE OF TELECOMMUNICATION SERVICES**

5.1.3.4 It is the responsibility of either Party to inform its End User Customers of service impacting impairment that may result in discontinuance of service as soon as the Party receives notice of same.

5.1.4 Each Party is solely responsible for the services it provides to its End User Customers and to other Telecommunications Carriers. This provision is not intended to limit the liability of either Party for its failure to perform under this Agreement.

5.1.5 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

5.1.6 Nothing in this Agreement shall prevent either Party from seeking to recover the costs and expenses, if any, it may incur in (a) complying with and implementing its obligations under this Agreement, the Act, and the rules, regulations and orders of the FCC and the Commission, and (b) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement. Notwithstanding the foregoing, Qwest shall not assess any charges against Sprint for services, facilities, Unbundled Network Elements, ancillary service and other related works or services covered by this Agreement, unless the charges are expressly provided for in this Agreement. All services and capabilities currently provided hereunder (including resold Telecommunications Services, Unbundled Network Elements, UNE combinations and ancillary services) and all new and additional services or Unbundled Network Elements to be provided hereunder, shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and orders of the Commission.

## **5.2 Term of Agreement**

5.2.1 This Agreement shall be deemed effective upon Commission approval, pursuant to Section 252 of the Act ("the Effective Date"); however, the Parties agree to implement the provisions of this Agreement upon execution. This Agreement shall be binding upon the Parties for a term of three (3) years and shall expire on January 1, 2007.

5.2.2 Upon expiration of the term of this Agreement, this Agreement shall continue in force and effect until superseded by a successor agreement in accordance with this Section 5.2.2. Any Party may request negotiation of a successor agreement by written notice to the other Party no earlier than one hundred sixty (160) Days prior to the expiration of the term, or the Agreement shall renew on a month to month basis. The date of this notice will be the starting point for the negotiation window under Section 252 of the Act. This Agreement will terminate on the date a successor agreement is approved by the Commission.

5.2.2.1 Prior to the conclusion of the term specified above, Sprint may obtain Interconnection services under the terms and conditions of a then-existing SGAT or agreement to become effective at the conclusion of the term or prior to the conclusion of the term if Sprint so chooses.

## **5.3 Proof of Authorization**

5.3.1 Each Party shall be responsible for obtaining and maintaining Proof of Authorization (POA), as required by applicable federal and state law, as amended from time to time. POA may be acquired in the following ways:

## Section 22.0 - SIGNATURE PAGE

The Parties intending to be legally bound have executed this Agreement as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

### Sprint Communications Company L.P.

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Signature

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Name Printed/Typed

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Title

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Date

### Qwest Corporation

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Signature

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L.T. Christensen

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Name Printed/Typed

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Director – Interconnection Agreements

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Title

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Date

### Qwest Corporation

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Signature

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Deborah L. Petrie

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Name Printed/Typed

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V.P. Marketing & Sales Operations

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Title

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Date