

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

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

**APPLICATION OF CONVOSO, INC. FOR AUTHORIZATION TO OBTAIN NUMBERING
RESOURCES**

Convoso, Inc. ("Convoso" or "Company"), pursuant to Section 52.15(g)(3)(i) of the Commission's Rules, respectfully requests authorization to obtain numbering resources as described below.

Under the Commission's Numbering Order, 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. Convoso hereby requests the Commission grant it that authorization, which is being requested to participate in STIR/SHAKEN. In support of this Application, Convoso provides the following information:

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

A. § 52.15(g)(3)(i)(A)

Convoso, Inc.
5955 De Soto Ave., Ste. 210.
Woodland Hills, CA 91367
Telephone: 866-787-0157
Email: carriers@convoso.com
Website: www.convoso.com

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

Nima Hakimi
Convoso, Inc.
5955 De Soto Ave., Ste. 210.

Woodland Hills, CA 91367
Telephone: 866-787-0157
Email: nhakimi@convoso.com

B. § 52.15(g)(3)(i)(B)

Convoso 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 Company 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 California. However, the Company anticipates that it may provide interconnected VoIP service nationwide, and accordingly, may request numbers from the other states in turn after its initial request in California. Accordingly, to the extent required, Convoso requests the Commission grant it authority to obtain numbering resources in all states, the District of Columbia and in Puerto Rico.

C. § 52.15(g)(3)(i)(C)

Convoso 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)

Convoso hereby sets forth its capability to provide service within 60 days of the numbering resources activation date. Convoso has agreements in place with a nationally-recognized carrier partner, which has interconnection agreements in effect with all relevant incumbent local exchange carriers, in order to route traffic. A copy of these agreements (combined into a single document) is attached as ***Exhibit A*** to this Application. Convoso respectfully requests these agreements be accorded confidential treatment, pursuant to §0.459 of the Commission's rules. Convoso also includes a currently effective interconnection agreement between its carrier partner and an incumbent local exchange carrier ("ILEC") as ***Exhibit B*** to this Application. Convoso is also in the process of obtaining an Operating Company Number ("OCN"), which will be provided to the Commission.

In addition, the Company has a back-office support system with the ability to schedule and process LNP orders from customers, and has staff experienced in handling Local Number Portability between itself and other carriers and interconnected VoIP providers.

E. § 52.15(g)(3)(i)(E)

Convoso hereby certifies that it will comply 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 Company 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 service.

Convoso's key manager and technical officer is Bobby Hakimi. Hakimi is the co-founder and Chief Product Officer ("CPO") of Convoso, which was launched in 2006. His passion for technology and diligent commitment to innovating solutions for call center customers have been the driving force behind the company's product development. In his role as CPO, Hakimi is dedicated to evolving the Convoso solution in response to the ever-changing regulatory environment. The platform is designed to support compliant-minded call center operations in adhering to the TCPA and the Telephone Sales Rule and other rules and regulations issued by the FCC and FTC, as well as other state and federal agencies.

Bobby Hakimi works closely with carriers to understand traffic patterns as well as their guidance on good practices and consumer preferences. Using these insights, Hakimi educates Convoso customers and helps them to responsibly reach out to their large prospect audience in a compliant fashion. Prior to Convoso, Hakimi worked as an entrepreneur in the digital advertising

space. He holds a certification in Product Management from the Pragmatic Marketing Institute.

Bobby Hakimi is not and has not been investigated by the Commission or any law enforcement or regulatory agency for failure to comply with any law, rule, or order.

G. § 52.15(g)(3)(i)(G)

Convoso 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), Convoso 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. Convoso 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, Convoso, Inc. respectfully requests the Commission grant this Application for authorization to obtain numbering resources.

Respectfully submitted,
CONVOSO, INC.

By /s/ Robert H. Jackson

Robert H. Jackson
Marashlian & Donahue, PLCC
1430 Spring Hill Road
Suite 310
Tysons, VA 22102
703-714-1300
rjh@commlawgroup.com

Dated: November 6, 2020

Exhibit A

Agreements with Underlying CLEC

Confidential and Proprietary – Filed Under Seal Pursuant to 47 C.F.R. §0.459

A copy of the Agreements is filed under seal.

EXHIBIT B

Frontier Communications - Onvoy (now Inteliquent) Interconnection Agreement

CALIFORNIA PUBLIC UTILITIES COMMISSION Advice Letter Filing Summary Sheet (PAL)		<u>Date Filed / Received Stamp by CPUC Industry Division</u>	
		Date AL served on parties: <u>05/10/18</u>	
Company Name: Frontier Communications of the Southwest Inc. (Frontier)		CPUC Utility Number U - 1026-C	
Address: 9260 E. Stockton Blvd.		<input type="checkbox"/> GRC-LEC <input checked="" type="checkbox"/> URF-Carrier <input type="checkbox"/> Other	
City, State, ZIP: Elk Grove, CA 95624		<input type="checkbox"/> Commission Resolution Requested <input type="checkbox"/> Carrier of Last Resort (See D.96-10-066)	
Filing AL #: 116 Requested Effective Date: 06/09/18		AL Tier I <input type="checkbox"/> II <input checked="" type="checkbox"/> III <input type="checkbox"/>	
Name: _____		Email Address: _____	Phone No.: _____
Filer Certif.	C. Born	Charlie.Born@fr.com	(916) 686-3570
	L. Saldana	Linda.Saldana@fr.com	(916) 686-3590
(Name, email address & Phone and FAX numbers are Required for "Filer") Tariff Schedules: N/A Keyword: Interconnection Agreement <small>(see keyword list on reverse)</small>			
For Contract Keyword, Type: Government <input type="checkbox"/> Other <input type="checkbox"/> Date Executed _____ Contract Total Rev (\$)			
Subject of filing: Amended, Extended and Restated Agreement for Local Interconnection <small>(Service(s) included)</small>			
Authorization for filing: General Order 171 <small>(Resolution #, Decision #, etc.)</small>			
Affected services: _____ <small>(Other services affected, pending or replacement AL filings)</small>			
Rate Element(s) affected and % change: _____ <small>(Non-recurring and / or recurring)</small>			
<input type="checkbox"/> Customer Notice Required (if so, please attach)			
Notes/Comments: _____ <small>(Other information & reference to advice letter, etc.)</small>			
File Protest and/or Correspondence to: Director, Telecommunications Division 505 Van Ness Ave., San Francisco, CA 94102 <u>and if you have email capability, ALSO email to:</u> TD_PAL@cpuc.ca.gov Protest also must be served on utility: <small>(see utility advice letter for more information)</small>		GRC-LEC = Cost of Service LEC Carrier URF-Carrier = Uniform Regulatory Framework Carrier <small>(see D.06-08-030/D.07-09-019)</small> OTHER = Wireless (CMRS) Carrier	
(FOR CPUC USE ONLY)			
<input type="checkbox"/> Resolution Required <input type="checkbox"/> Executive Action Resolution Req'd. <input type="checkbox"/> TD Suspension on: ____ / ____ / ____ <input type="checkbox"/> Comm. Suspension on: ____ / ____ / ____ Resolution No.: T - _____ <i>Rev. 09/24/07</i>		Supv. / Analyst _____ / _____ Due Date to Supv.: _____ Analyst Completion Date: _____ Supervisor Approval Date: _____ AL / Tariff Effective Date: _____ Notes: _____	

**AMENDED, EXTENDED AND RESTATED AGREEMENT FOR
LOCAL INTERCONNECTION**

by and between

ONVOY, LLC

and

FRONTIER COMMUNICATIONS OF THE SOUTHWEST INC.

FOR THE STATE OF

CALIFORNIA

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 April 14, 2020 (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 Onvoy 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 Onvoy or Frontier provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either Onvoy 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 Onvoy and Frontier; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 If either Onvoy 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 Onvoy 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
- Traffic Exchange Attachment
- Resale Attachment
- Network Elements Attachment
- Collocation Attachment
- 9-1-1 Attachment
- Pricing Attachment

4. Applicable Law

SIGNATURE PAGE

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

ONVOY, LLC

FRONTIER COMMUNICATIONS OF THE SOUTHWEST INC.

By:

DocuSigned by:

Kyle V. Bertrand

B16B1B160EA942D..

Printed: Kyle V. Bertrand

By:

Michael Daniel

Printed: Michael Daniel

Title: VP Procurement MGMT and Ntwk Opt.

Title: SVP, Carrier Services

Date: 3/14/2018

Date: 3-20-18

Shall have the meaning set forth in Section 222 of the Act, 47 U.S.C. § 222.

2.29 **Cross Connection.**

For a collocation arrangement, the facilities between the collocating Party's equipment and the equipment or facilities of the housing Party (such as the housing Party's digital signal cross connect, Main Distribution Frame, or other suitable frame or panel).

2.30 **Customer.**

A third party residence or business end-user subscriber to Telephone Exchange Services provided by either of the Parties. For clarity's sake, a Customer also includes an Interconnected VoIP Provider to which Onvoy is providing such Interconnected VoIP Provider with its underlying network in locations where such Interconnected VoIP Provider does not have its own network.

2.31 **Intentionally Left Blank**

2.32 **Intentionally Left Blank**

2.33 **Dedicated Transport.**

A DS0-, DS1-, or DS3-capacity transmission facility between Frontier switches (as identified in the LERG) or UNE Wire Centers, within a LATA, that is dedicated to a particular end user or carrier. Dedicated Transport is sometimes referred to as dedicated interoffice facilities ("IOF"). Dedicated Transport does not include any facility that does not connect a pair of Frontier UNE Wire Centers.

2.34 **Default PSAP.**

The PSAP designated by the Controlling 9-1-1 Authority to receive a 9-1-1/E9-1-1 Call when it is not feasible to route that 9-1-1/E9-1-1 Call to the Designated PSAP.

2.35 **Designated PSAP.**

The primary PSAP designated by the Controlling 9-1-1 Authority to receive a 9-1-1/E9-1-1 Call based upon the geographic location of the end user.

2.36 **Digital Signal Level.**

One of several transmission rates in the time-division multiplex hierarchy.

2.37 **Discontinued Facility.**

Any facility, element, arrangement or the like that the Federal Unbundling Rules do not require Frontier to provide on an unbundled basis to Onvoy, whether because the facility was never subject to an unbundling requirement under the Federal Unbundling Rules, because the facility by operation of law has ceased or ceases to be subject to an unbundling requirement under the Federal Unbundling Rules, or otherwise.

2.38 **DS0 (Digital Signal Level 0).**

The 64kbps zero-level signal in the time-division multiplex hierarchy.

An unbundled Network Element or a combination of unbundled Network Elements obtained, pursuant to the Federal Unbundling Rules, under this Agreement or a Frontier UNE Tariff.

2.102 Qualifying Wholesale Services.

Wholesale services obtained from Frontier under a Frontier access Tariff or a separate wholesale agreement.

2.103 Rate Center Area.

The geographic area that has been identified by a given LEC as being associated with a particular NPA-NXX code assigned to the LEC for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area that the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area.

2.104 Rate Center Point.

A specific geographic point, defined by a V&H coordinate, located within the Rate Center Area and used to measure distance for the purpose of billing for distance-sensitive Telephone Exchange Services and Toll Traffic. Pursuant to Telcordia Practice BR-795-100-100, the Rate Center Point may be an End Office location, or a "LEC Consortium Point of Interconnection".

2.105 Rate Demarcation Point.

The physical point in a Frontier provided network facility at which Frontier's responsibility for maintaining that network facility ends and the Customer's responsibility for maintaining the remainder of the facility begins, as set forth in this Agreement, Frontier's applicable Tariffs, if any, or as otherwise prescribed under Applicable Law.

2.106 Reciprocal Compensation.

The arrangement for recovering, in accordance with Section 251(b)(5) of the Act, the FCC Internet Orders, and other applicable FCC orders and FCC Regulations, costs incurred for the transport and termination of Reciprocal Compensation Traffic originating on one Party's network and terminating on the other Party's network (as set forth in Section 7 of the Interconnection Attachment).

2.107 Reciprocal Compensation Traffic.

Telecommunications traffic originated by a Customer of one Party on that Party's network and terminated to a Customer of the other Party on that other Party's network, except for Telecommunications traffic that is interstate or intrastate Exchange Access, Information Access, or exchange services for Exchange Access or Information Access. The determination of whether Telecommunications traffic is Exchange Access or Information Access shall be based upon Frontier's local calling areas as defined by Frontier. Reciprocal Compensation Traffic does not include the following traffic (it being understood that certain traffic types will fall into more than one (1) of the categories below that do not constitute Reciprocal Compensation Traffic): (1) any Internet Traffic; (2) traffic that does not originate and terminate within the same Frontier local calling area as defined by Frontier, and based on the actual originating and

INTERCONNECTION ATTACHMENT

1. General

Each Party shall provide to the other Party, in accordance with this Agreement, but only to the extent required by Applicable Law, interconnection at (i) any mutually agreed technically feasible Point(s) of Interconnection on Frontier's network in a LATA and/or (ii) a fiber meet point to which the Parties mutually agree under the terms of this Agreement, for the transmission and routing of Telephone Exchange Service and Exchange Access. By way of example, a technically feasible Point of Interconnection on Frontier's network in a LATA would include an applicable Frontier Tandem Interconnection Wire Center or Frontier End Office Interconnection Wire Center but, notwithstanding any other provision of this Agreement or otherwise, would not include an Onvoy Interconnection Wire Center, Onvoy switch or any portion of a transport facility provided by Frontier to Onvoy or another party between (x) a Frontier Interconnection Wire Center or switch and (y) the Interconnection Wire Center or switch of Onvoy or another party. For brevity's sake, the foregoing examples of locations that, respectively, are and are not "on Frontier's network" shall apply (and are hereby incorporated by reference) each time the term "on Frontier's network" is used in this Agreement.

2. Points of Interconnection and Trunk Types

2.1 Point(s) of Interconnection.

- 2.1.1 Each Party, at its own expense, shall provide transport facilities to the technically feasible Point(s) of Interconnection on Frontier's network in a LATA selected by Onvoy.

2.2 Trunk Types.

- 2.2.1 In interconnecting their networks pursuant to this Attachment, the Parties will use, as appropriate, the following separate and distinct trunk groups:

- 2.2.1.1 Interconnection Trunks for the transmission and routing of Reciprocal Compensation Traffic, translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic, and IntraLATA Toll Traffic, between their respective Telephone Exchange Service Customers, Tandem Transit Traffic, and, Measured Internet Traffic, all in accordance with Sections 5 through 8 of this Attachment;

- 2.2.1.2 Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, including translated InterLATA toll free service access code (e.g., 800/888/877) traffic, between Onvoy Telephone Exchange Service Customers and purchasers of Switched Exchange Access Service via a Frontier access Tandem in accordance with Sections 9 through 11 of this Attachment; and

- 2.2.1.3 Miscellaneous Trunk Groups as mutually agreed to by the Parties, including, but not limited to: (a) choke trunks for traffic congestion and testing; and, (b) untranslated IntraLATA/InterLATA toll free service access code (e.g. 800/888/877) traffic.

- 2.2.2 Other types of trunk groups may be used by the Parties as provided in other Attachments to this Agreement (e.g., 9-1-1/E9-1-1 Trunks) or in other separate agreements between the Parties (e.g., directory assistance trunks, operator services trunks, BLV/BLVI trunks or trunks for 500/555 traffic).
- 2.2.3 In accordance with the terms of this Agreement, the Parties will deploy One-Way Interconnection Trunks (trunks with traffic going in one direction, including one-way trunks and uni-directional two-way trunks) and/or Two-Way Interconnection Trunks (trunks with traffic going in both directions).
- 2.2.4 Onvoy shall establish, at the technically feasible Point(s) of Interconnection on Frontier's network in a LATA, separate Interconnection Trunk group(s) between such POI(s) and each Frontier Tandem in a LATA with a subtending End Office(s) to which Onvoy originates calls for Frontier to terminate.
- 2.2.5 In the event the volume of traffic between a Frontier End Office and a technically feasible Point of Interconnection on Frontier's network in a LATA, which is carried by a Final Tandem Interconnection Trunk group, exceeds (a) the Centum Call Seconds (Hundred Call Seconds) busy hour equivalent of one (1) DS1 at any time; (b) 200,000 minutes of use for a single month; and/or; (c) 600 busy hour Centum Call Seconds (BHCCS) of use for a single month: (i) if One-Way Interconnection Trunks are used, the originating Party shall promptly establish new or augment existing End Office One-Way Interconnection Trunk groups between the Frontier End Office and the technically feasible Point of Interconnection on Frontier's network; or, (ii) if Two-Way Interconnection Trunks are used, Onvoy shall promptly submit an ASR to Frontier to establish new or augment existing End Office Two-Way Interconnection Trunk group(s) between that Frontier End Office and the technically feasible Point of Interconnection on Frontier's network.
- 2.2.6 Except as otherwise agreed in writing by the Parties, the total number of Tandem Interconnection Trunks between a technically feasible Point of Interconnection on Frontier's network and a Frontier Tandem will be limited to a maximum of 240 trunks. In the event that the volume of traffic between a technically feasible Point of Interconnection on Frontier's network and a Frontier Tandem exceeds, or reasonably can be expected to exceed, the capacity of the 240 trunks, Onvoy shall promptly submit an ASR to Frontier to establish new or additional End Office Trunks to insure that the volume of traffic between the technically feasible Point of Interconnection on Frontier's network and the Frontier Tandem does not exceed the capacity of the 240 trunks.

2.3 One-Way Interconnection Trunks.

- 2.3.1 Where the Parties use One-Way Interconnection Trunks for the delivery of traffic from Onvoy to Frontier, Onvoy, at Onvoy's own expense, shall:
 - 2.3.1.1 provide its own facilities for delivery of the traffic to the technically feasible Point(s) of Interconnection on Frontier's network in a LATA; and/or

- 2.3.1.2 obtain transport for delivery of the traffic to the technically feasible Point(s) of Interconnection on Frontier's network in a LATA (a) from a third party, or, (b) if Frontier offers such transport pursuant to a Frontier access Tariff, from Frontier.
 - 2.3.2 For each Tandem or End Office One-Way Interconnection Trunk group for delivery of traffic from Onvoy to Frontier with a utilization level of less than sixty percent (60%) for final trunk groups and eighty-five percent (85%) for high usage trunk groups, unless the Parties agree otherwise, Onvoy will promptly submit ASRs to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for all final trunk groups and eighty-five percent (85%) for all high usage trunk groups. In the event Onvoy fails to submit an ASR to disconnect One-Way Interconnection Trunks as required by this Section, Frontier may disconnect the excess Interconnection Trunks or bill (and Onvoy shall pay) for the excess Interconnection Trunks at the rates set forth in the Pricing Attachment.
 - 2.3.3 Where the Parties use One-Way Interconnection Trunks for the delivery of traffic from Frontier to Onvoy, Frontier, at Frontier's own expense, shall provide its own facilities for delivery of the traffic to the technically feasible Point(s) of Interconnection on Frontier's network in a LATA.
- 2.4 Two-Way Interconnection Trunks.
- 2.4.1 Where the Parties use Two-Way Interconnection Trunks for the exchange of traffic between Frontier and Onvoy, Onvoy, at its own expense, shall:
 - 2.4.1.1 provide its own facilities to the technically feasible Point(s) of Interconnection on Frontier's network in a LATA; and/or
 - 2.4.1.2 obtain transport to the technically feasible Point(s) of Interconnection on Frontier's network in a LATA (a) from a third party, or, (b) if Frontier offers such transport pursuant to a Frontier access Tariff, from Frontier.
 - 2.4.2 Where the Parties use Two-Way Interconnection Trunks for the exchange of traffic between Frontier and Onvoy, Frontier, at its own expense, shall provide its own facilities to the technically feasible Point(s) of Interconnection on Frontier's network in a LATA.
 - 2.4.3 Prior to establishing any Two-Way Interconnection Trunks, Onvoy shall meet with Frontier to conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating Centum Call Seconds (Hundred Call Seconds) information, and the Parties shall mutually agree on the appropriate initial number of End Office and Tandem Two-Way Interconnection Trunks and the interface specifications at the technically feasible Point(s) of Interconnection on Frontier's network in a LATA at which the Parties interconnect for the exchange of traffic. Where the Parties have agreed to convert existing One-Way Interconnection Trunks to Two-Way Interconnection Trunks, at the Joint Planning Meeting, the Parties shall also mutually agree on the conversion process and project intervals for conversion of such One-Way Interconnection Trunks to Two-Way Interconnection Trunks.

- 2.4.4 On a semi-annual basis, Onvoy shall submit a good faith forecast to Frontier of the number of End Office and Tandem Two-Way Interconnection Trunks that Onvoy anticipates Frontier will need to provide during the ensuing two (2) year period for the exchange of traffic between Onvoy and Frontier. Onvoy's trunk forecasts shall conform to the Frontier CLEC trunk forecasting guidelines as in effect at that time.
- 2.4.5 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on End Office and Tandem Two-Way Interconnection Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Two-Way Interconnection Trunks.
- 2.4.6 Two-Way Interconnection Trunks shall have SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available.
- 2.4.7 With respect to End Office Two-Way Interconnection Trunks, both Parties shall use an economic Centum Call Seconds (Hundred Call Seconds) equal to five (5). Either Party may disconnect End Office Two-Way Interconnection Trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced.
- 2.4.8 Two-Way Interconnection Trunk groups that connect to a Frontier access Tandem shall be engineered using a design blocking objective of Neal-Wilkinson B.005 during the average time consistent busy hour. Two-Way Interconnection Trunk groups that connect to a Frontier local Tandem shall be engineered using a design blocking objective of Neal-Wilkinson B.01 during the average time consistent busy hour. Frontier and Onvoy shall engineer Two-Way Interconnection Trunks using Telcordia Notes on the Networks SR 2275 (formerly known as BOC Notes on the LEC Networks SR-TSV-002275).
- 2.4.9 The performance standard for final Two-Way Interconnection Trunk groups shall be that no such Interconnection Trunk group will exceed its design blocking objective (B.005 or B.01, as applicable) for three (3) consecutive calendar traffic study months.
- 2.4.10 Onvoy shall determine and order the number of Two-Way Interconnection Trunks that are required to meet the applicable design blocking objective for all traffic carried on each Two-Way Interconnection Trunk group. Onvoy shall order Two-Way Interconnection Trunks by submitting ASRs to Frontier setting forth the number of Two-Way Interconnection Trunks to be installed and the requested installation dates within Frontier's effective standard intervals or negotiated intervals, as appropriate. Onvoy shall complete ASRs in accordance with OBF Guidelines as in effect from time to time.
- 2.4.11 Frontier may (but shall not be obligated to) monitor Two-Way Interconnection Trunk groups using service results for the applicable design blocking objective. If Frontier observes blocking in excess of the applicable design objective on any Tandem Two-Way Interconnection Trunk group and Onvoy has not notified Frontier that it has corrected such blocking, Frontier may submit to Onvoy a Trunk

Group Service Request directing Onvoy to remedy the blocking. Upon receipt of a Trunk Group Service Request, Onvoy will complete an ASR to establish or augment the End Office Two-Way Interconnection Trunk group(s), or, if mutually agreed, to augment the Tandem Two-Way Interconnection Trunk group with excessive blocking and submit the ASR to Frontier within five (5) Business Days.

- 2.4.12 The Parties will review all Tandem Two-Way Interconnection Trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. Onvoy will promptly augment all Tandem Two-Way Interconnection Trunk groups that reach a utilization level of eighty percent (80%) by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each Tandem Two-Way Interconnection Trunk group with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, Onvoy will promptly submit ASRs to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group, unless the Parties agree that the Two-Way Interconnection Trunks should not be disconnected. In the event Onvoy fails to submit an ASR for Two-Way Interconnection Trunks in conformance with this Section, Frontier may disconnect the excess Interconnection Trunks or bill (and Onvoy shall pay) for the excess Interconnection Trunks at the applicable Frontier rates.
- 2.4.13 Because Frontier will not be in control of when and how many Two-Way Interconnection Trunks are established between its network and Onvoy's network, Frontier's performance in connection with these Two-Way Interconnection Trunk groups shall not be subject to any performance measurements and remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan.
- 2.4.14 Onvoy will route its traffic, or traffic belonging to its Interconnected VoIP Provider Customers, to Frontier over the End Office and Tandem Two-Way Interconnection Trunks in accordance with SR-TAP-000191, including but not limited to those standards requiring that a call from Onvoy to a Frontier End Office will first be routed to the End Office Interconnection Trunk group between Onvoy and the Frontier End Office.

3. Alternative Interconnection Arrangements

3.1 Fiber Meet Arrangement Provisions.

- 3.1.1 Each Party may request a Fiber Meet arrangement by providing written notice thereof to the other Party if each of the following conditions has been met: (a) the Parties have consistently been exchanging an amount of applicable traffic (as set forth in Section 3.1.3 below) in the relevant exchanges equal to at least one (1) DS-3 and (b) neither Onvoy nor any of Onvoy's affiliates has an overdue balance on any bill rendered to Onvoy or Onvoy's affiliates for charges that are not subject to a good faith dispute. Any such Fiber Meet arrangement shall be subject to the terms of this Agreement. In

addition, the establishment of any Fiber Meet arrangement is expressly conditioned upon the Parties mutually agreeing to the technical specifications and requirements for such Fiber Meet arrangement including, but not limited to, the location of the Fiber Meet points, routing, equipment (e.g., specifications of Add/Drop Multiplexers, number of strands of fiber, etc.), software, ordering, provisioning, maintenance, repair, testing, augment and on any other technical specifications or requirements necessary to implement the Fiber Meet arrangement. For each Fiber Meet arrangement the Parties agree to implement, the Parties will complete and sign a Technical Specifications and Requirements document, the form of which is attached hereto as Exhibit A to Section 3 of the Interconnection Attachment Fiber Meet Arrangement Provisions. Each such document will be treated as Confidential Information.

- 3.1.2 The Parties agree to consider the possibility of using existing fiber cable with spare capacity, where available, to implement any such request for a Fiber Meet arrangement. If existing fiber cable with spare capacity is not available, the Parties agree to minimize the construction and deployment of fiber cable necessary for any Fiber Meet arrangement to which they agree. Except as otherwise agreed by the Parties, any and all Fiber Meet points established between the Parties shall extend no further than three (3) miles from an applicable Frontier Tandem or End Office and Frontier shall not be required to construct or deploy more than five hundred (500) feet of fiber cable for a Fiber Meet arrangement.
- 3.1.3 A Fiber Meet arrangement established under this Agreement may be used for the transmission and routing of only the following traffic types (over the Interconnection Trunks):
 - 3.1.3.1 Reciprocal Compensation Traffic between the Parties' respective Telephone Exchange Service Customers;
 - 3.1.3.2 Translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic between the Parties' respective Telephone Exchange Service Customers;
 - 3.1.3.3 IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers;
 - 3.1.3.4 Tandem Transit Traffic; and
 - 3.1.3.5 Measured Internet Traffic.

To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of traffic of the types set forth in Sections 3.1.3.1 and/or 3.1.3.5, other than the obligation to pay intercarrier compensation charges pursuant to the terms of the Agreement, neither Party shall have any obligation to pay the other Party any charges in connection with any Fiber Meet arrangements established under this Agreement. To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of traffic of the type set forth in Section 3.1.3.2, the transport and termination of such traffic shall be subject to the rates and charges set forth in the Agreement and applicable Tariffs. To the extent that a Fiber Meet arrangement established

under this Agreement is used for the transmission and routing of traffic of the type set forth in Section 3.1.3.3, the Party originating such traffic shall compensate the terminating Party for the transport and termination of such traffic at the rates and charges set forth in the Agreement and applicable Tariffs. To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of traffic of the type set forth in Section 3.1.3.4, Frontier shall charge (and Onvoy shall pay) Frontier's applicable rates and charges as set forth in the Agreement and Frontier's applicable Tariffs, including transport charges to the terminating Frontier Tandem.

3.1.4 At Onvoy's written request, a Fiber Meet arrangement established under this Agreement may be used for the transmission and routing of the following traffic types over the following trunk types:

- 3.1.4.1 Operator services traffic from Onvoy's Telephone Exchange Service Customers to an operator services provider over operator services trunks;
- 3.1.4.2 Directory assistance traffic from Onvoy's Telephone Exchange Service Customers to a directory assistance provider over directory assistance trunks;
- 3.1.4.3 9-1-1 traffic from Onvoy's Telephone Exchange Service Customers to 9-1-1/E9-1-1 Tandem Office(s)/Selective Router(s) over 9-1-1 trunks; and
- 3.1.4.4 Jointly-provided Switched Exchange Access Service traffic, including translated InterLATA toll free service access code (e.g., 800/888/877) traffic, between Onvoy's Telephone Exchange Service Customers and third-party purchasers of Switched Exchange Access Service via a Frontier access Tandem over Access Toll Connecting Trunks.

To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of any traffic of the types set forth in this Section 3.1.4 Frontier may bill (and Onvoy shall pay) Frontier's applicable Tariff rates and charges. Except as otherwise agreed in writing by the Parties or as expressly set forth in Sections 3.1.3 and/or 3.1.4 of this Interconnection Attachment, access services (switched and unswitched) and unbundled network elements shall not be provisioned on or accessed through Fiber Meet arrangements.

3.1.5 Onvoy will include traffic to be exchanged over Fiber Meet arrangements in its forecasts provided to Frontier under the Agreement.

4. Initiating Interconnection

4.1 If Onvoy determines to offer Telephone Exchange Services and to interconnect with Frontier in any LATA in which Frontier also offers Telephone Exchange Services and in which the Parties are not already interconnected pursuant to this Agreement, Onvoy shall provide written notice to Frontier of the need to establish Interconnection in such LATA pursuant to this Agreement.

- 4.2 The notice provided in Section 4.1 of this Attachment shall include (a) the initial Routing Point(s); (b) the applicable technically feasible Point(s) of Interconnection on Frontier's network to be established in the relevant LATA in accordance with this Agreement; (c) Onvoy's intended Interconnection activation date; (d) a forecast of Onvoy's trunking requirements conforming to Section 14.2 of this Attachment; and (e) such other information as Frontier shall reasonably request in order to facilitate Interconnection.
- 4.3 The interconnection activation date in the new LATA shall be mutually agreed to by the Parties after receipt by Frontier of all necessary information as indicated above. Within ten (10) Business Days of Frontier's receipt of Onvoy's notice provided for in Section 4.1 of this Attachment, Frontier and Onvoy shall confirm the technically feasible Point of Interconnection on Frontier's network in the new LATA and the mutually agreed upon Interconnection activation date for the new LATA.

5. Transmission and Routing of Telephone Exchange Service Traffic

5.1 Scope of Traffic.

Section 5 prescribes parameters for Interconnection Trunks used for Interconnection pursuant to Sections 2 through 4 of this Attachment.

5.2 Trunk Group Connections and Ordering.

- 5.2.1 For both One-Way and Two-Way Interconnection Trunks, if Onvoy wishes to use a technically feasible interface other than a DS1 or a DS3 facility at the POI, the Parties shall negotiate reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such arrangement; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.
- 5.2.2 When One-Way or Two-Way Interconnection Trunks are provisioned using a DS3 interface facility, if Onvoy orders the multiplexed DS3 facilities to a Frontier Central Office that is not designated in the NECA 4 Tariff as the appropriate Intermediate Hub location (i.e., the Intermediate Hub location in the appropriate Tandem subtending area based on the LERG), and the provision of such facilities to the subject Central Office is technically feasible, the Parties shall negotiate in good faith reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such arrangement; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.
- 5.2.3 Each Party will identify its Carrier Identification Code, a three or four digit numeric code obtained from Telcordia, to the other Party when ordering a trunk group.
- 5.2.4 For multi-frequency (MF) signalling each Party will out pulse ten (10) digits to the other Party, unless the Parties mutually agree otherwise.
- 5.2.5 Each Party will use commercially reasonable efforts to monitor trunk groups under its control and to augment those groups using generally

accepted trunk-engineering standards so as to not exceed blocking objectives. Each Party agrees to use modular trunk-engineering techniques for trunks subject to this Attachment.

5.3 Switching System Hierarchy and Trunking Requirements.

For purposes of routing Onvoy traffic to Frontier, the subtending arrangements between Frontier Tandems and Frontier End Offices shall be the same as the Tandem/End Office subtending arrangements Frontier maintains for the routing of its own or other carriers' traffic (i.e., traffic will be routed to the appropriate Frontier Tandem subtended by the terminating End Office serving the Frontier Customer). For purposes of routing Frontier traffic to Onvoy, the subtending arrangements between Onvoy Tandems and Onvoy End Offices shall be the same as the Tandem/End Office subtending arrangements that Onvoy maintains for the routing of its own or other carriers' traffic.

5.4 Signaling.

Each Party will provide the other Party with access to its databases and associated signaling necessary for the routing and completion of the other Party's traffic in accordance with the provisions of this Agreement and any applicable Tariff.

5.5 Grades of Service.

The Parties shall initially engineer and shall monitor and augment all trunk groups consistent with the Joint Process as set forth in Section 14.1 of this Attachment.

6. Traffic Measurement and Billing over Interconnection Trunks

6.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on at least ninety-five percent (95%) of calls carried over the Interconnection Trunks. In addition each party shall pass Charge Number (CN) unaltered where it is different than CPN.

6.1.1 As used in this Section 6, "Traffic Rate" means the applicable Reciprocal Compensation Traffic rate, Measured Internet Traffic rate, intrastate Switched Exchange Access Service rate, interstate Switched Exchange Access Service rate, or intrastate/interstate Tandem Transit Traffic rate, as provided in the Pricing Attachment, an applicable Tariff, or, for Measured Internet Traffic, the FCC Internet Orders.

6.1.2 If the originating Party passes CPN on ninety-five percent (95%) or more of its calls, the receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. For any remaining (up to 5%) calls without CPN information, the receiving Party shall bill the originating Party for such traffic at the Traffic Rate applicable to each relevant minute of traffic, in direct proportion to the minutes of use of calls passed with CPN information.

6.1.3 If the originating Party passes CPN on less than ninety-five percent (95%) of its calls and traffic studies determine the originating Party combined Reciprocal Compensation Traffic and Toll Traffic on the same trunk group, the receiving Party shall bill the higher of its interstate Switched Exchange Access Service rates or its intrastate

the same Interconnection Trunks as Reciprocal Compensation Traffic, any port, transport or other applicable access charges related to the delivery of Toll Traffic from the technically feasible Point of Interconnection on Frontier's network in a LATA to the terminating Party's Customer shall be prorated so as to apply only to the Toll Traffic. The designation of traffic as Reciprocal Compensation Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication.

7.2 Traffic Not Subject to Reciprocal Compensation.

- 7.2.1** Reciprocal Compensation shall not apply to interstate or intrastate Exchange Access (including, without limitation, Virtual Foreign Exchange Traffic (i.e., V/FX Traffic), Information Access, or exchange services for Exchange Access or Information Access).
- 7.2.2** Reciprocal Compensation shall not apply to Internet Traffic.
- 7.2.3** Reciprocal Compensation shall not apply to Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis.
- 7.2.4** Reciprocal Compensation shall not apply to Optional Extended Local Calling Scope Arrangement Traffic.
- 7.2.5** Reciprocal Compensation shall not apply to special access, private line, or any other traffic that is not switched by the terminating Party.
- 7.2.6** Reciprocal Compensation shall not apply to Tandem Transit Traffic.
- 7.2.7** Reciprocal Compensation shall not apply to Voice Information Service Traffic (as defined in Section 5 of the Additional Services Attachment).
- 7.2.8** Reciprocal Compensation shall not apply to traffic that is not subject to Reciprocal Compensation under Section 251(b)(5) of the Act.
- 7.2.9** Reciprocal Compensation shall not apply to Virtual Foreign Exchange Traffic (i.e., V/FX Traffic). As used in this Agreement, "Virtual Foreign Exchange Traffic" or "V/FX Traffic" is defined as calls in which an Onvoy Customer is assigned a telephone number with an NXX Code (as set forth in the LERG) associated with an exchange that is different than the exchange (as set forth in the LERG) associated with the actual physical location of such Customer's station. For the avoidance of any doubt, Onvoy shall pay Frontier's originating access charges for all V/FX Traffic originated by a Frontier Customer, and Onvoy shall pay Frontier's terminating access charges for all V/FX Traffic originated by an Onvoy Customer.

8. Other Types of Traffic

- 8.1** [Intentionally Left Blank].
- 8.2** Interstate and intrastate Exchange Access, Information Access, exchange services for Exchange Access or Information Access, and Toll Traffic, shall be governed by the applicable provisions of this Agreement and applicable Tariffs.
- 8.3** For any traffic originating with a third party carrier and delivered by Onvoy to Frontier, Onvoy shall pay Frontier the same amount that such third party carrier

would have been obligated to pay Frontier for termination of that traffic at the location the traffic is delivered to Frontier by Onvoy.

- 8.4 Any traffic not specifically addressed in this Agreement shall be treated as required by the applicable Tariff of the Party transporting and/or terminating the traffic.
- 8.5 The Parties may also exchange Internet Traffic at the technically feasible Point(s) of Interconnection on Frontier's network in a LATA established hereunder for the exchange of Reciprocal Compensation Traffic. Any Intercarrier compensation that may be due in connection with the Parties' exchange of Internet Traffic shall be applied at such technically feasible Point of Interconnection on Frontier's network in a LATA in accordance with the FCC Internet Orders and other applicable FCC orders and FCC Regulations.

9. Transmission and Routing of Exchange Access Traffic

9.1 Scope of Traffic.

Section 9 prescribes parameters for certain trunks to be established over the Interconnections specified in Sections 2 through 5 of this Attachment for the transmission and routing of traffic between Onvoy Telephone Exchange Service Customers and Interexchange Carriers ("Access Toll Connecting Trunks"), in any case where Onvoy elects to have its End Office Switch subtend a Frontier Tandem. This includes casually-dialed (1010XXX and 101XXXX) traffic.

9.2 Access Toll Connecting Trunk Group Architecture.

- 9.2.1 If Onvoy chooses to subtend a Frontier access Tandem, Onvoy's NPA/NXX must be assigned by Onvoy to subtend the same Frontier access Tandem that a Frontier NPA/NXX serving the same Rate Center Area subtends as identified in the LERG.
- 9.2.2 Onvoy shall establish Access Toll Connecting Trunks pursuant to applicable access Tariffs by which it will provide Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from Onvoy's Customers.
- 9.2.3 The Access Toll Connecting Trunks shall be two-way trunks. Such trunks shall connect the End Office Onvoy utilizes to provide Telephone Exchange Service and Switched Exchange Access to its Customers in a given LATA to the access Tandem(s) Frontier utilizes to provide Exchange Access in such LATA.
- 9.2.4 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow Onvoy's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to a Frontier access Tandem.

10. Meet-Point Billing (MPB) Arrangements

- 10.1 Onvoy and Frontier will establish MPB arrangements in order to provide a common transport option to Switched Exchange Access Services customers via a Frontier access Tandem Switch in accordance with the MPB guidelines contained in the OBF's MECAB and MECOD documents, except as modified

herein, and in Frontier's applicable Tariffs. The arrangements described in this Section 10 are intended to be used to provide Switched Exchange Access Service where the transport component of the Switched Exchange Access Service is routed through an access Tandem Switch that is provided by Frontier.

- 10.2 In each LATA, the Parties shall establish MPB arrangements for the applicable Onvoy Routing Point/Frontier Serving Interconnection Wire Center combinations.
- 10.3 Interconnection for the MPB arrangement shall occur at each of the Frontier access Tandems in the LATA, unless otherwise agreed to by the Parties.
- 10.4 Onvoy and Frontier will use reasonable efforts, individually and collectively, to maintain provisions in their respective state access Tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor Tariff sufficient to reflect the MPB arrangements established pursuant to this Agreement.
- 10.5 In general, there are four alternative MPB arrangements possible, which are: Single Bill/Single Tariff, Multiple Bill/Single Tariff, Multiple Bill/Multiple Tariff, and Single Bill/Multiple Tariff, as outlined in the OBF MECAB Guidelines.

Each Party shall implement the "Multiple Bill/Single Tariff" or "Multiple Bill/Multiple Tariff" option, as appropriate, in order to bill an IXC for the portion of the MPB arrangement provided by that Party. Alternatively, in former Bell Atlantic service areas, upon agreement of the Parties, each Party may use the New York State Access Pool on its behalf to implement the Single Bill/Multiple Tariff or Single Bill/Single Tariff option, as appropriate, in order to bill an IXC for the portion of the MPB arrangement provided by that Party.
- 10.6 The rates to be billed by each Party for the portion of the MPB arrangement provided by it shall be as set forth in that Party's applicable Tariffs, or other document that contains the terms under which that Party's access services are offered. For each Onvoy Routing Point/Frontier Serving Interconnection Wire Center combination, the MPB billing percentages for transport between the Onvoy Routing Point and the Frontier Serving Interconnection Wire Center shall be calculated in accordance with the formula set forth in Section 10.17 of this Attachment.
- 10.7 Each Party shall provide the other Party with the billing name, billing address, and Carrier Identification Code (CIC) of the IXC, and identification of the Frontier Interconnection Wire Center serving the IXC in order to comply with the MPB notification process as outlined in the MECAB document.
- 10.8 Frontier shall provide Onvoy with the Terminating Switched Access Detail Usage Data (EMI category 1101XX records) recorded at the Frontier access Tandem on cartridge or via such other media as the Parties may agree to, no later than ten (10) Business Days after the date the usage occurred.
- 10.9 Onvoy shall provide Frontier with the Originating Switched Access Detail Usage Data (EMI category 1101XX records) on cartridge or via such other media as the Parties may agree, no later than ten (10) Business Days after the date the usage occurred.
- 10.10 All usage data to be provided pursuant to Sections 10.8 and 10.9 of this Attachment shall be sent to the following addresses:

To Onvoy:

- 11.3.2.1 Frontier will query the call and complete the call;
 - 11.3.2.2 Frontier will provide an appropriate EMI record to Onvoy;
 - 11.3.2.3 Onvoy will bill Frontier the Onvoy's applicable Switched Exchange Access Tariff charges.
- 11.3.3 a toll free service access code service provider in that LATA:
 - 11.3.3.1 Frontier will query the call and route the call to the appropriate toll free service access code service provider;
 - 11.3.3.2 Frontier will provide an appropriate EMI record to Onvoy and the toll free service access code service provider;
 - 11.3.3.3 Frontier will bill the toll free service access code service provider Frontier's applicable Switched Exchange Access Tariff and Frontier's applicable Tariff query charges; and
 - 11.3.3.4 Onvoy will bill the toll free service access code service provider the Onvoy's applicable Switched Exchange Access Tariff charges.

11.4 Frontier will not direct untranslated toll free service access code calls to Onvoy.

12. Tandem Transit Traffic

- 12.1 As used in this Section, Tandem Transit Traffic is Telephone Exchange Service traffic that originates on Onvoy's network, and is transported through Frontier's Tandem to the subtending End Office or its equivalent of another carrier (CLEC, ILEC other than Frontier, Commercial Mobile Radio Service (CMRS) carrier, or other LEC ("Other Carrier"). Neither the originating nor terminating customer is a Customer of Frontier. Subtending End Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide (LERG). For the avoidance of any doubt, under no circumstances shall Frontier be required to transit traffic through a Frontier Tandem to a Central Office that the LERG does not identify as subtending that particular Frontier Tandem. Switched Exchange Access Service traffic is not Tandem Transit Traffic.
- 12.2 Tandem Transit Traffic Service provides Onvoy with the transport of Tandem Transit Traffic as provided below.
- 12.3 Tandem Transit Traffic may be routed over the Interconnection Trunks described in Sections 2 through 6 of this Attachment. Onvoy shall deliver each Tandem Transit Traffic call to Frontier's Tandem with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of CLASS Features and billing functions.
- 12.4 Onvoy may use Tandem Transit Traffic Service only for traffic that originates on Onvoy's network and only to send traffic to an Other Carrier with whom Onvoy has a reciprocal traffic exchange arrangement (either via written agreement or mutual tariffs) that provides for the Other Carrier, to terminate or complete traffic originated by Onvoy and to bill Onvoy, and not to bill Frontier, for such traffic. Onvoy agrees not to use Frontier's Tandem Transit Traffic Service to send traffic to an Other Carrier with whom Onvoy does not have such a reciprocal traffic exchange arrangement or to send traffic that does not originate on Onvoy's network.

- 12.5 Onvoy shall pay Frontier for Tandem Transit Traffic Service at the rates specified in the Pricing Attachment. Frontier will not be liable for compensation to any Other Carrier for any traffic that is transported through Frontier's Tandem and Frontier reserves the right to assess to Onvoy any additional charges or costs any Other Carrier imposes or levies on Frontier for the delivery or termination of such traffic, including any Switched Exchange Access Service charges. If Frontier is billed by any Other Carrier for any traffic originated by Onvoy, Frontier may provide notice to Onvoy of such billing. Upon receipt of such notice, Onvoy shall immediately stop using Frontier's Tandem Transit Traffic Service to send any traffic to such Other Carrier until it has provided to Frontier certification that the Other Carrier has removed such billed charges from its bill to Frontier and that the Other Carrier will not bill Frontier for any traffic originated by Onvoy. Such certification must be signed by an authorized officer or agent of the Other Carrier and must be in a form acceptable to Frontier.
 - 12.6 If Onvoy uses Tandem Transit Traffic Service for traffic volumes that exceed the Centum Call Seconds (Hundred Call Seconds) busy hour equivalent of 200,000 combined minutes of use per month (a DS1 equivalent) to the subtending End Office of a particular Other Carrier for any month (the "Threshold Level"). Onvoy shall use good faith efforts to establish direct interconnection with such Other Carrier and reduce such traffic volumes below the Threshold Level. If Frontier believes that Onvoy has not exercised good faith efforts promptly to obtain such direct interconnection, either Party may use the Dispute Resolution processes of this Agreement.
 - 12.7 If Onvoy fails to comply with Section 12 of this Attachment, such failure shall be a material breach of a material provision of this Agreement and Frontier may exercise any and all remedies under this Agreement and Applicable Law for such breach.
 - 12.8 If or when a third party carrier plans to subtend an Onvoy switch, then Onvoy shall provide written notice to Frontier at least ninety (90) days before such subtending service arrangement becomes effective so that Frontier may negotiate and establish direct interconnection with such third party carrier. Upon written request from Frontier, Onvoy shall offer to Frontier a service arrangement equivalent to or the same as Tandem Transit Traffic Service provided by Frontier to Onvoy as defined in this Section such that Frontier may terminate calls to a Central Office or its equivalent of a CLEC, ILEC other than Frontier, CMRS carrier, or other LEC, that subtends an Onvoy Central Office or its equivalent ("Reciprocal Tandem Transit Service"). Onvoy shall offer such Reciprocal Transit Service arrangements under terms and conditions of an amendment to this Agreement or a separate agreement no less favorable than those provided in this Section.
 - 12.9 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange arrangement with any carrier to which it originates, or from which it terminates, traffic.
- 13. Number Resources, Rate Center Areas and Routing Points**
- 13.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes ("NXX") pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Center Areas and Routing Points corresponding to such NXX codes.

DECLARATION

Nima Hakimi, under penalty of perjury, deposes and states as follows:

1. My name is Nima Hakimi. I am the President and CEO of Convoso, Inc.
2. I have reviewed the information set forth in the Company's Application to Obtain Numbering Resources to which this declaration is attached.
3. The statements set forth in Convoso's Application are true and correct to the best of my knowledge, information and belief.

DocuSigned by:

Nima Hakimi
FD987454B2E249D
Nima Hakimi

Dated: November 6, 2020: