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July 12, 2020

**VIA ECFS & FIRST-CLASS MAIL**

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

**Re: Request for Confidential Treatment of Filing of UComTel, Inc.;  
*Application of UComTel, Inc. for Authorization to Obtain Numbering  
Resources, WC Docket No. 20-***

Dear Ms. Dortch:

Pursuant to Section 52.15(g)(3)(i) of the Commission's Rules, UComTel, Inc. ("UComTel"), hereby submits its application requesting authorization to obtain numbering resources.

This filing includes confidential information. As contemplated by the Commission's rules, we are filing the public version electronically and the confidential version via first-class mail.

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

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

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<sup>1</sup> 5 U.S.C. § 552(b)(4).

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

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

<sup>4</sup> 47 C.F.R. § 0.459(b).

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

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

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

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

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

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

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

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

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

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

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<sup>5</sup> 47 C.F.R. § 0.459(b)(1).

<sup>6</sup> 47 C.F.R. § 0.459(b)(2).

<sup>7</sup> 47 C.F.R. § 0.459(b)(3).

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

<sup>9</sup> 47 C.F.R. § 0.459(b)(4).

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

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

UComTel 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>**

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

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

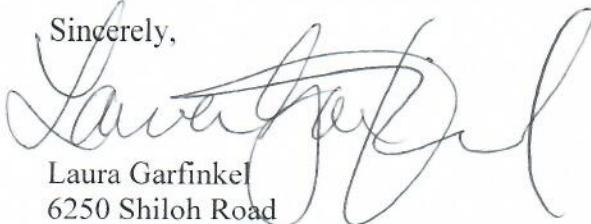
UComTel requests that *Exhibit A* be treated as confidential for a period of ten years. This period is necessary due to the proprietary nature of the information in *Exhibit A*.

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

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

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

Sincerely,



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

*Attorney in Fact to UComTel, Inc.*

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

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

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

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

**PUBLIC VERSION**

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

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

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

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

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

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

**PUBLIC VERSION**

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

**(A) § 52.15(g)(3)(i)(A)**

**Name:** UComTel, Inc.

**Physical Address:** 384 Route 59  
Airmont, NY 10952

**Mailing Address:** Post Office Box: 393  
Tallman, NY 10982

**Telephone:** Toll Free: 888-323-1670  
Local Number: 845-625-9000  
Company Fax: 845-230-8687

**Qualified Personnel:** Avrom Pancer, President & CEO  
Dr. David Frager, Director of Operations

**Company Website:** [www.ucomtel.com](http://www.ucomtel.com)

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

**Name:** Avrom Pancer, President & CEO

**Physical Address:** 384 Route 59  
Airmont, NY 10952

**Mailing Address:** Post Office Box: 393  
Tallman, NY 10982

**Telephone:** 845-694-6762

**Email:** [avrom@unifiedinfosys.com](mailto:avrom@unifiedinfosys.com)

**(B) § 52.15(g)(3)(i)(B)**

UComTel hereby acknowledges that authorization to obtain numbering resources under Section 52.15(g) of the Commission's Rules is subject to compliance with applicable

**PUBLIC VERSION**

Commission numbering rules as well as to the numbering authority delegated to the states.

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

**(C) § 52.15(g)(3)(i)(C)**

UComTel 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)**

UComTel hereby sets forth its capability to provide service within 60 days of the numbering resources activation date. UComTel intends to initially provide VoIP services in the New York State and Illinois through its own facilities and those of its CLEC partner with which it has arrangements in place for routing traffic to the PSTN. Under its current agreements and established procedures, UComTel will be able to place nearly all numbers into service within a short timeframe, and all numbers will be placed into service within 60 days of activation. As further proof of its facilities readiness, UComTel has attached to this application, as *Exhibit A*, a confidential agreement between UComTel and its carrier partner providing that the carrier partner will provide switching and transport services for traffic associated with UComTel's numbers and, in that connection, provide connectivity to the PSTN for inbound calls to and outbound calls from UComTel numbers. (UComTel has requested confidential treatment under the Commission's rules for *Exhibit A*.) Also attached, as *Exhibit B*, is evidence of interconnection agreements between UComTel's carrier partner and incumbent local exchange carriers in New York State and the state of Illinois.

**(E) § 52.15(g)(3)(i)(E)**

UComTel 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. UComTel holds the FRN #0021884515 and the USAC 499 Filer ID # 829455.

**(F) § 52.15(g)(3)(i)(F)**

UComTel hereby certifies that it has the managerial, financial and technical expertise to provide reliable service to Customers. UComTel is financially stable, is led by an, experienced and seasoned management team with substantial leadership experience in the telecommunications and technology industry. Additionally UComTel has sound, complete and strong technical expertise along with the infrastructure in place to provide reliable numbering and related VoIP services.

UComTel far exceeds the technical qualifications necessary to provide and maintain successful operations within its given service area. UComTel also has the capabilities to efficiently port and place numbers into service and successfully route calls. Additionally, UComTel's key management team has long term experience and expertise in the telecommunications field along with having with deep experience in number porting therefore enabling UComTel along with its carrier partners, to create routing arrangements that seamlessly deliver calls to numbers directly assigned to UComTel.

**PUBLIC VERSION**

UComTel's personnel have extensive business and management experience in telecommunications and technology related businesses and in serving its targeted customer segment, including telecommunications carriers, IP service providers, and business customers of IP, communications, information and technology services. These individuals lead a team that is highly qualified to manage the technical and functional operations of UComTel throughout its service area. UComTel's key management and technical team members are listed below and also in exhibit C. None of the identified personnel is being or has been investigated by the Commission or any law enforcement or regulatory agency for failure to comply with any law, rule, or order.

**Key Personnel:<sup>2</sup>**

Avrom Pancer, President & CEO  
Dr. David Frager, Director of Operations

**(G) § 52.15(g)(3)(i)(G)**

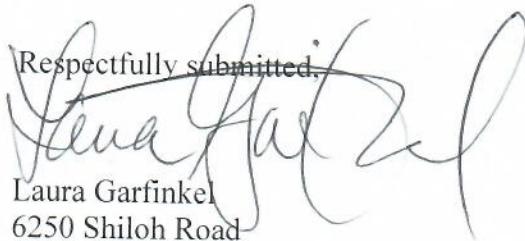
UComTel hereby certifies that no party to this application is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862.

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

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

  
Respectfully submitted,

Laura Garfinkel  
6250 Shiloh Road  
Alpharetta, GA 30005  
Phone: 973-760-9128  
Fax: 866-611-5443  
Email: laura@gsaudits.com  
*Attorney in Fact to UComTel, Inc.*

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<sup>2</sup> Attached hereto, as **Exhibit C**, are the names, titles, biographies, and contact information of UComTel's key management and technical personnel.

**EXHIBIT A**  
**CONFIDENTIAL MATERIALS OMITTED**

**AGREEMENT**  
**BETWEEN UCOMTEL, INC. AND CARRIER PARTNER**

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

## **EXHIBIT B**

**CARRIER PARTNER-LOCAL EXCHANGE CARRIER**  
**AGREEMENTS IN**

**NEW YORK STATE & ILLINOIS**

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

This Interconnection Agreement is being entered into by and between Illinois Bell Telephone Company<sup>1</sup> d/b/a AT&T Illinois ("AT&T Illinois"), and Peerless Network of Illinois, LLC ("CLEC" or "Requesting Carrier"), (each a "Party" and, collectively, the "Parties"), pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act").

**RECITALS**

**WHEREAS**, pursuant to Section 252(i) of the Act, CLEC has requested to adopt that certain Interconnection Agreement by and between AT&T Illinois and Globalcom, Inc. for the State of Illinois, which was approved by the Illinois Commerce Commission ("the Commission") under Section 252(e) of the Act on August 8, 2001 in docket number 01-0437, including any Commission approved amendments to such agreement (collectively the "Adopted Agreement"), which is incorporated herein by reference; and

**WHEREAS**, AT&T Illinois has agreed to make available to CLEC the Adopted Agreement for adoption in exchange for CLEC's agreement, in conjunction with its adoption of the Adopted Agreement, to amend such agreement to conform it to governing law; and

**WHEREAS**, the amendment(s) the Parties have agreed to on a negotiated basis to conform the Adopted Agreement to governing law, along with any other voluntarily negotiated provisions which are also set forth in this Interconnection Agreement (collectively "the MFN Agreement"), are all incorporated herein by this reference and are attached hereto and will be submitted to the Commission for approval; and

**NOW, THEREFORE**, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLEC and AT&T Illinois hereby agree as follows:

**1.0 Incorporation of Recitals and Adopted Agreement by Reference**

- 1.1 The foregoing Recitals are hereby incorporated into and made a part of the MFN Agreement.
- 1.2 Except as expressly stated herein, the Adopted Agreement (including any and all applicable Appendices, Schedules, Exhibits, Attachments and Commission-approved Amendments thereto) is incorporated herein by this reference and forms an integral part of the MFN Agreement.

**2.0 Modifications to Adopted Agreement**

- 2.1 References in the Adopted Agreement to "Carrier", or "CLEC," or to "Other" shall for purposes of the MFN Agreement be deemed to refer to CLEC as defined herein.
- 2.2 References in the Adopted Agreement to the "Effective Date," the date of effectiveness thereof and like provisions shall for purposes of the MFN Agreement be deemed to refer to the date which is ten (10) days following Commission approval of the MFN Agreement or, absent Commission approval, the date the MFN Agreement is deemed approved under Section 252(e)(4) of the Act. In addition, the MFN Agreement shall expire on August 19, 2003.
- 2.3 The Notices Section in the Adopted Agreement is hereby revised to reflect that Notices should be sent to CLEC under the MFN Agreement at the following address:

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<sup>1</sup> Illinois Bell Telephone Company (previously referred to as "Illinois Bell" or "SBC Illinois") now operates under the name "AT&T Illinois" pursuant to an assumed name filing with the State of Illinois.

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Dan Meldazis/Director Regulatory
STREET ADDRESS	225 W Washington St, Rm 1285
CITY, STATE, ZIP CODE	Chicago, IL 60606
FACSIMILE NUMBER	312-506-0931

- 2.4 The Notices Section in the Adopted Agreement is hereby revised to reflect that Notices should be sent to AT&T Illinois under the MFN Agreement at the following address:

NOTICE CONTACT	AT&T-13STATE CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard, 9 <sup>th</sup> Floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	214-464-2006

### 3.0 Clarifications

- 3.1 In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement (including intervening law rights asserted by either Party via written notice as to the Adopted Agreement), with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review.
- 3.2 It is AT&T Illinois' position that the MFN Agreement, and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in the MFN Agreement, and that all of such provisions are integrally related and non-severable.

Peerless Network of Illinois, LLC

By: John BarnickePrinted: JOHN BARNICKETitle: PRESIDENT & CEO  
(Print or Type)Date: 3/25/09Illinois Bell Telephone Company d/b/a AT&T Illinois by  
AT&T Operations, Inc., its authorized agentBy: Eddie Reed

Printed: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 3.31.09

SWITCH BASED OCN # 063E

ACNA: OPF

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

Dated as of February \_\_\_\_\_, 2001<sup>1</sup>

by and between

AMERITECH ILLINOIS,

and

GLOBALCOM, INC.

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<sup>1</sup> See footnotes on signature page.

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

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("Agreement"), is dated as of the \_\_\_\_\_ day of February, 2001 (the "Effective Date"), by and between Ameritech Illinois, Inc., an Illinois corporation with offices at 225 W. Randolph, Chicago, IL. 60606 ("Ameritech") and Globalcom, Inc., an Illinois corporation with offices at 333 W. Wacker Dr. Chicago, Illinois 60606 ("Requesting Carrier").

### **RECITALS**

A. Ameritech is an Incumbent Local Exchange Carrier as defined by the Act, authorized to provide certain Telecommunications Services within Illinois.

B. Ameritech is engaged in the business of providing, among other things, local Telephone Exchange Service within Illinois.

C. Requesting Carrier has been granted or, prior to the provisioning of any Interconnection, access to unbundled Network Elements, Telecommunications Service or any other services hereunder, will have been granted authority to provide certain local Telephone Exchange Services within Illinois and is a Local Exchange Carrier as defined by the Act.

D. The Parties desire to Interconnect their telecommunications networks and facilities to comply with the Act, and exchange traffic so that their respective Customers may communicate with each other over, between and through such networks and facilities.

E. The Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and facilities and provide to each other Telecommunications Services as required by the Act as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Requesting Carrier and Ameritech hereby agree as follows:

### **ARTICLE I DEFINITIONS AND CONSTRUCTION**

**I.1 Structure.** This Agreement includes certain Exhibits and Schedules which immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

including cooperating with the Disclosing Party to obtain an appropriate order or other reliable assurance that confidential treatment will be accorded the Proprietary Information.

#### **XX.4 Ownership.**

XX.4.1 All Proprietary Information, other than Derivative Information, shall remain the property of the Disclosing Party, and all documents or other tangible media delivered to the Receiving Party that embody such Proprietary Information shall be, at the option of the Disclosing Party, either promptly returned to Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Proprietary Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement.

XX.4.2 At the request of the Disclosing Party, any Derivative Information shall be, at the option of the Receiving Party, either promptly returned to the Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Derivative Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement.

XX.4.3 The Receiving Party may at any time either return the Proprietary Information to the Disclosing Party or destroy such Proprietary Information. If the Receiving Party elects to destroy Proprietary Information, all copies of such information shall be destroyed and upon the written request of the Disclosing Party, the Receiving Party shall provide to the Disclosing Party written certification of such destruction. The destruction or return of Proprietary Information shall not relieve any Receiving Party of its obligation to treat such Proprietary Information in the manner required by this Agreement.

### **ARTICLE XXI TERM AND TERMINATION**

**XXI.1 Term.** The initial term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until and including August 19, 2003 (the “**Initial Term**”). Upon expiration of the Initial Term, this Agreement shall automatically be renewed for additional one (1)-year periods (each, a “**Renewal Term**”; “**Renewal Term**” and “**Initial Term**” sometimes collectively referred to herein as the “**Term**”) unless a Party delivers to the other Party written notice of termination of this Agreement at least one hundred twenty (120) days prior to the expiration of the Initial Term or a Renewal Term.

**XXI.2 Renegotiation of Certain Terms.** Notwithstanding anything to the contrary in Section 21.1, upon delivery of written notice at least one hundred twenty (120) days prior to the expiration of the Initial Term or any Renewal Term, either Party may require negotiations of any or all of the rates, prices, charges, terms, and conditions of the products and services described in this Agreement, with such resulting rates, prices, charges, terms and conditions to be effective upon expiration of the Term. Upon receipt of notice, each Party shall have a good faith obligation to engage in such negotiations. If the Parties are unable to satisfactorily negotiate such new rates, prices, charges and terms within ninety (90) days of such written notice, either Party may petition the Commission or take such other action as may be necessary to establish appropriate terms. If prior to the expiration of the Term, the Parties are unable to mutually agree on such new rates, prices, charges, terms and conditions, or the Commission has not issued its order to establish such provisions, the Parties agree that the rates, terms and conditions ultimately ordered by such Commission or negotiated by the Parties shall be effective retroactive to the expiration date of such Term.

**XXI.3 Default.** When a Party believes that the other Party is in violation of a material term or condition of this Agreement (“**Defaulting Party**”), it shall provide written notice to such Defaulting Party of such violation prior to commencing the dispute resolution procedures set forth in Section 27.3 and it shall be resolved in accordance with the procedures established in Section 27.3.

**XXI.4 Payment Upon Expiration or Termination.** In the case of the expiration or termination of this Agreement for any reason, each of the Parties shall be entitled to payment for all services performed and expenses accrued or incurred prior to such expiration or termination.

## **ARTICLE XXII DISCLAIMER OF REPRESENTATIONS AND WARRANTIES**

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE.

## **ARTICLE XXIII SEVERABILITY**

If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

## **ARTICLE XXIV**

**INTERCONNECTION AGREEMENT**

**By and Between**

**PEERLESS NETWORK OF NEW YORK, LLC**

**And**

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

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

## RECITALS

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

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

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

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

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

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

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

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

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

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

### 33. Termination for Material Breach

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

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

By: TACONIC TELEPHONE CORP.



Signature

Sarah Davis

Typed or Printed Name

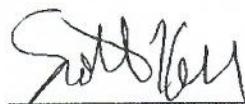
Senior Director – Wholesale Strategies

Title

1-15-2019

Date

By: PEERLESS NETWORK OF  
NEW YORK, LLC.



Signature

Scott Kell

Typed or Printed Name

Exec. Vice President of Operations

Title

1/15/19

Date

**AGREEMENT**

by and between

**PEERLESS NETWORK OF ILLINOIS, LLC**

**And**

**CITIZENS TELECOMMUNICATIONS COMPANY OF ILLINOIS**  
FRONTIER COMMUNICATIONS OF DEPUE, INC.  
FRONTIER COMMUNICATIONS OF ILLINOIS, INC.  
FRONTIER COMMUNICATIONS OF LAKESIDE, INC.  
FRONTIER COMMUNICATIONS OF MT. PULASKI, INC.  
FRONTIER COMMUNICATIONS OF ORION, INC.  
FRONTIER COMMUNICATIONS - MIDLAND, INC.  
FRONTIER COMMUNICATIONS - PRAIRIE, INC.  
FRONTIER COMMUNICATIONS - SCHUYLER, INC.

**FOR THE STATE OF**

**ILLINOIS**

## AGREEMENT

### PREFACE

This Agreement ("Agreement") shall be effective on October 17, 2019 (the "Effective Date"), between Peerless Networks of Illinois, LLC ("Carrier"), a limited liability company organized under the laws of the State of Illinois, with offices at 222 South Riverside Plaza, Suite 1900, Chicago, Illinois 60606 and Citizens Telecommunications Company of Illinois, Frontier Communications of DePue, Inc., Frontier Communications of Illinois, Inc., Frontier Communications of Lakeside, Inc., Frontier Communications of Mt. Pulaski, Inc., Frontier Communications of Orion, Inc., Frontier Communications - Midland, Inc., Frontier Communications - Prairie, Inc., and Frontier Communications - Schuyler, Inc., each corporations organized under the laws of the State of Illinois (collectively "Frontier"), each with offices at 401 Merritt 7, Norwalk, CT 06851 (Frontier and Carrier may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

### GENERAL TERMS AND CONDITIONS

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

Carrier is a telecommunications company authorized by the Commission to provide local exchange telecommunications services in the state of Illinois; and

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

In consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, pursuant to Section 252 of the Act, Frontier and Carrier hereby covenant and 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, and neither Party will be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby, 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) ("Prior 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 post-petition 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 Carrier.

## 2. Term and Termination

- 2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until October 16, 2021(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 Carrier 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. If Carrier does not respond to Frontier's written notification of the intent to terminate the Agreement, the Agreement will terminate and not renew at the later of the end of the Initial Term or ninety (90) days after notice is provided.
- 2.3 If Carrier or Frontier provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either Carrier 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 Carrier and Frontier; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 Either Party may provide the other Party with at least ninety (90) day's written notification of its desire to renegotiate the Agreement at the end of the Initial Term or any Subsequent Term. If either Party provides the other Party with written notification to renegotiate this Agreement, the negotiation and arbitration processes of the Act will be applicable and the date of the notice to negotiate a successor agreement will be the starting point for the negotiation window under Section 252 of the Act. If Frontier provides notice of termination pursuant to Section 2.2, and at least ninety (90) days before the proposed date of termination either, and Carrier 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 Carrier and Frontier; or, (b) the date one (1) year after the proposed date of termination. The effective date of a successor interconnection agreement between Carrier and Frontier will be as of the date of termination of this Agreement. Any changes in rates will apply, and be subject to true-up, as of the effective date of the new interconnection agreement.
- 2.5 If Frontier provides notice of termination pursuant to Section 2.2 and neither Carrier nor Frontier has requested negotiation of a new interconnection agreement (or, in accordance with Subsection 2.3(b), if no new agreement is reached by the date one (1) year after the proposed date of termination), then (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination (or in the case of termination in accordance with

Subsection 2.3(b), at 11:59 PM Eastern Time on the date one (1) year after 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. Upon termination or expiration of this Agreement each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement.

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

### 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

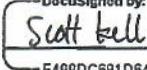
### 4. Applicable Law

- 4.1 The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with (a) the Act, (b) the FCC's Rules and Regulations, (c) the laws of the United States of America and (d) the laws of the state of Illinois, without regard to its conflicts of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws.
- 4.2 Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement.
- 4.3 Neither Party shall be liable for any delay or failure in performance by it that results from requirements of Applicable Law or acts or failures to act of any governmental entity or official.
- 4.4 Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects, the notifying Party's ability to perform its obligations under this Agreement.
- 4.5 If any provision of this Agreement shall be invalid or unenforceable under Applicable Law, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision; provided, that if the invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.
- 4.6 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act. If any legislative,

**SIGNATURE PAGE**

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

**PEERLESS NETWORK OF ILLINOIS, LLC**

By:   
E499DC691D64478...

Printed: SCOTT KELL

Title: EXECUTIVE VP, OPERATIONS

Date: 10/02/2019

**CITIZENS TELECOMMUNICATIONS COMPANY  
OF ILLINOIS**  
**FRONTIER COMMUNICATIONS OF DEPUE, INC.**  
**FRONTIER COMMUNICATIONS OF ILLINOIS, INC.**  
**FRONTIER COMMUNICATIONS OF LAKESIDE,  
INC.**  
**FRONTIER COMMUNICATIONS OF MT. PULASKI,  
INC.**  
**FRONTIER COMMUNICATIONS OF ORION, INC.**  
**FRONTIER COMMUNICATIONS - MIDLAND, INC.**  
**FRONTIER COMMUNICATIONS - PRAIRIE, INC.**  
**FRONTIER COMMUNICATIONS - SCHUYLER,  
INC.**

By: 

Printed: Michael Daniel

Title: SVP, Carrier Sales and Services

Date: 10 - 17 - 15

**AGREEMENT**

**by and between**

**PEERLESS NETWORK OF ILLINOIS, LLC**

**and**

**FRONTIER NORTH INC. and  
FRONTIER COMMUNICATIONS OF THE CAROLINAS, LLC**

**FOR THE STATE OF**

**ILLINOIS**

## AGREEMENT

### PREFACE

This Agreement ("Agreement") shall be effective on October 17, 2019 (the "Effective Date"), between Peerless Networks of Illinois, LLC ("Carrier"), a limited liability company organized under the laws of the State of Illinois, with offices at 222 South Riverside Plaza, Suite 1900, Chicago, Illinois 60606 and Frontier North Inc., a corporation organized under the laws of the State of Wisconsin and Frontier Communications of the Carolinas LLC, a limited liability company organized under the laws of the State of Delaware (collectively "Frontier"), each with offices at 401 Merritt 7, Norwalk, CT 06851 (Frontier and Carrier may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

### GENERAL TERMS AND CONDITIONS

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

Carrier is a telecommunications company authorized by the Commission to provide local exchange telecommunications services in the state of Illinois; and

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

In consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, pursuant to Section 252 of the Act, Frontier and Carrier hereby covenant and 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, and neither Party will be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby, 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) ("Prior 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 post-petition 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 Carrier.

## 2. Term and Termination

- 2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until October 16, 2021 (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 Carrier 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. If Carrier does not respond to Frontier's written notification of the intent to terminate the Agreement, the Agreement will terminate and not renew at the later of the end of the Initial Term or ninety (90) days after notice is provided.
- 2.3 If Carrier or Frontier provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either Carrier 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 Carrier and Frontier; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 Either Party may provide the other Party with at least ninety (90) day's written notification of its desire to renegotiate the Agreement at the end of the Initial Term or any Subsequent Term. If either Party provides the other Party with written notification to renegotiate this Agreement, the negotiation and arbitration processes of the Act will be applicable and the date of the notice to negotiate a successor agreement will be the starting point for the negotiation window under Section 252 of the Act. If Frontier provides notice of termination pursuant to Section 2.2, and at least ninety (90) days before the proposed date of termination either, and Carrier 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 Carrier and Frontier; or, (b) the date one (1) year after the proposed date of termination. The effective date of a successor interconnection agreement between Carrier and Frontier will be as of the date of termination of this Agreement. Any changes in rates will apply, and be subject to true-up, as of the effective date of the new interconnection agreement.
- 2.5 If Frontier provides notice of termination pursuant to Section 2.2 and neither Carrier nor Frontier has requested negotiation of a new interconnection agreement (or, in accordance with Subsection 2.3(b), if no new agreement is reached by the date one (1) year after the proposed date of termination), then (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination (or in the case of termination in accordance with Subsection 2.3(b), at 11:59 PM Eastern Time on the date one (1) year after 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. Upon termination or expiration of this Agreement each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement.

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

### 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

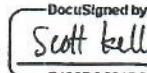
### 4. Applicable Law

- 4.1 The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with (a) the Act, (b) the FCC's Rules and Regulations, (c) the laws of the United States of America and (d) the laws of the state of Illinois, without regard to its conflicts of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws.
- 4.2 Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement.
- 4.3 Neither Party shall be liable for any delay or failure in performance by it that results from requirements of Applicable Law or acts or failures to act of any governmental entity or official.
- 4.4 Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects, the notifying Party's ability to perform its obligations under this Agreement.
- 4.5 If any provision of this Agreement shall be invalid or unenforceable under Applicable Law, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision; provided, that if the invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.
- 4.6 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act. If any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material

**SIGNATURE PAGE**

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

**PEERLESS NETWORK OF ILLINOIS, LLC**

By:   
E499DC691D64478...

Printed: SCOTT KELL

Title: EXECUTIVE VP, OPERATIONS

Date: 10/02/2019

**FRONTIER NORTH INC. AND FRONTIER  
COMMUNICATIONS OF THE CAROLINAS, LLC**

By: 

Printed: Michael Daniel

Title: SVP, Carrier Sales and Services

Date: 10-17-15

**AGREEMENT FOR  
LOCAL INTERCONNECTION**

**between**

**Frontier Communications of New York, Inc**

**and**

**Peerless Network of New York, LLC**

## **AGREEMENT FOR LOCAL INTERCONNECTION**

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

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

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

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

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

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

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

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

- 2.1. Access Service is a service that connects interexchange carriers to their End Users located within a local access and transport area (LATA). Access service is used in originating and terminating intraLATA/interLATA toll telecommunications.
- 2.2. Access Service Request (ASR) means the industry standard forms and supporting documentation used for ordering Access Services. The ASR will be used to identify the specific trunking and facilities request for Interconnection.
- 2.3. Act means the Telecommunications Act of 1934, as amended from time to time.
- 2.4. Automatic Number Identification (ANI) refers to the number transmitted through the network identifying the calling party.
- 2.5. CLLI Codes means Common Language Location Identifier Codes
- 2.6. Commission means the governing state regulatory commission, board or authority (PSC, PUC, etc.).
- 2.7. Competitive Local Exchange Carrier (CLEC) means a telephone company certified by the Commission, for Frontier's franchised area, to provide local exchange service within Frontier's franchised area, and which has a Local Exchange Carrier Tariff approved by the Commission.
- 2.8. DS1 is a digital signal rate of 1.544 Megabits per second ("Mbps").

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

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

#### **SECTION 11. ENTIRE AGREEMENT**

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

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

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

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

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

#### **SECTION 13. INSURANCE**

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

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

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

Peerless Networks of New York, LLC

By: Scott Kelly  
Typed: Scott Kelly  
Title: EVP Operations  
Date: 6/23/15

Frontier Communications of New York, Inc.

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

**AGREEMENT FOR  
LOCAL INTERCONNECTION**

**between**

**Frontier Telephone of Rochester, Inc.**

**and**

**Peerless Network of New York, LLC**

**AGREEMENT FOR  
LOCAL INTERCONNECTION**

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

**SECTION 1. RECITALS AND PRINCIPLES**

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

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

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

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

**SECTION 2. GENERAL DEFINITIONS**

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

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

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

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

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

2.5. CLLI Codes means Common Language Location Identifier Codes

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

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

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

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

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

#### **SECTION 11. ENTIRE AGREEMENT**

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

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

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

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

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

#### **SECTION 13. INSURANCE**

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

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

**Peerless Network of New York, LLC**

DocuSigned by:  
By: Scott Kell  
E499DC691D64478

Typed: Scott Kell

Title: EVP of Operations

Date: 3/20/2018

**Frontier Telephone of Rochester, Inc.**

By: Michael L. Daniel

Typed: Michael Daniel

Title: SVP Carrier Sales & Service

Date: 3-27-18

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

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



October 16, 2007

**BY HAND**

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

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

Dear Secretary Brilling:

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

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

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

Respectfully submitted,

*Keefe B. Clemons*

Keefe B. Clemons

cc: Scott Kell (By E-Mail)

**AGREEMENT**

**by and between**

**PEERLESS NETWORK OF NEW YORK, LLC**

**and**

**VERIZON NEW YORK INC.**

**FOR THE STATE OF**

**NEW YORK**

## AGREEMENT

### PREFACE

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

### GENERAL TERMS AND CONDITIONS

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

#### 1. The Agreement

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

1.4 Except as otherwise provided in the Principal Document, the Principal Document may not be waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, a Party shall have the right to add, modify, or withdraw, its Tariff(s) at any time, without the consent of, or notice to, the other Party.

**2. Term and Termination**

2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until October 10, 2009 (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.

2.2 Either PN or Verizon may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.

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

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

**3. Glossary and Attachments**

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

Additional Services Attachment

Interconnection Attachment

Resale Attachment

Network Elements Attachment

Collocation Attachment

911 Attachment

Pricing Attachment

**4. Applicable Law**

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

**SIGNATURE PAGE**

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

**PEERLESS NETWORK OF NEW YORK, LLC**

By:

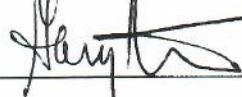


Printed: Scott Kell

Title: SVP Operations and Engineering

**VERIZON NEW YORK INC.**

By:



Printed: Gary Librizzi

Title: Director - Negotiations

## **EXHIBIT C**

### **UCOMTEL, INC.**

#### **KEY MANAGEMENT AND TECHNICAL PERSONNEL**

## EXHIBIT C

### **UCOMTEL KEY MANAGEMENT & TECHNICAL PERSONNEL**

#### **Mr. Avrom Pancer**

Mr. Avrom Pancer has been involved in the technology and telecommunications marketplace for over 15 years. Having a varied and diverse background prior to starting UComTel Mr. Pancer set the tone in the marketplace of offering quality VoIP services, wholesale termination, and SIP trunking products at fair, affordable prices and to never compromise on quality and reliability.

As of today Mr. Pancer and his team have far exceeded the vision and goals set forth in 2012 to support UComTel's customer base with a more reliable solution than traditional phone service, at extremely competitive price and always offering the highest call completion rates in the industry.

My having employed the best network engineers in the business Mr. Pancer has assured that the UComTel network has low latency and zero packet loss to ensure the highest quality VoIP service to the company customers.

Located in Mr. Pancer's home state of New York UComTel partners with registered, licensed and fully vetted carriers and network partners throughout the United States, Canada, and United Kingdom to deploy the highest quality of global VoIP Services and telephony related products.

Mr. Pancer holds degrees in both Computer Science, and Accounting, as well as, certifications with many leading voice and technology companies including but not limited to Cisco, Oracle, and Adtran. With a background in both technology and business Mr. Pancer was able to create a company that spans multiple states and services SMBE's and enterprise customers. The company also has a strong emphasis on the healthcare market segment where all solutions offered by UComTel to customers are fully HIPAA compliant.

#### **Dr. David Frager**

Dr. David Frager is a Vice President and Director of Operations for UComTel and joined the company in 2013. Seeing the explosive growth and potential in the VoIP market, Dr Frager was a perfect addition as a leader to the UComTel team.

Dr. David Frager is a Diagnostic Radiology Specialist in New York state, having graduated with honors in 1979. However Dr. Frager's first love has always been technology and telecommunications.

With having more than 41 years of diverse experiences, especially in diagnostic radiology, Dr. Frager is still affiliated with many hospitals including Mount Sinai Hospital, Mount Sinai St Luke's Roosevelt Hospital, Mount Sinai Beth Israel to consult and work with many other doctors and specialists Dr. Frager was and is continuously able to successfully steer UComTel and its sales team into the healthcare telephony market along with facilitating the growth of new and existing business in the healthcare and health services marketplace.