

March 29, 2018

**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 EdgeTel, LLC; Application of EdgeTel, LLC for Authorization to Obtain Numbering Resources, WC Docket No. 18-\_\_**

Dear Ms. Dortch:

Pursuant to Section 52.15(g)(3)(i) of the Commission's Rules, EdgeTel, LLC ("EdgeTel"), 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. EdgeTel 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> EdgeTel 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, EdgeTel 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> EdgeTel hereby states as follows:

---

<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>**

EdgeTel 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 EdgeTel's facilities readiness as required by Section 52.15(b)(3)(i)(D) of the Commission's rules, EdgeTel 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 EdgeTel seeks confidential treatment contains sensitive commercial information which would customarily be guarded from competitors.<sup>8</sup> *Exhibit A* describes the agreement between EdgeTel and its carrier partner and contains proprietary commercial information concerning the operations and pricing of EdgeTel's carrier partner and EdgeTel's network, services, and operating costs and expenses.

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

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

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

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

---

<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>**

EdgeTel 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>**

EdgeTel 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>**

EdgeTel 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 EDGETEL BELIEVES MAY BE USEFUL IN ASSESSING WHETHER ITS REQUEST FOR CONFIDENTIALITY SHOULD BE GRANTED.<sup>14</sup>**

The information concerns EdgeTel'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 (804) 729-0051 or via email to joseph.bowser@innovistalaw.com. Thank you for your assistance in this matter.

Sincerely,



Joseph P. Bowser  
115 E. Broad Street  
Richmond, VA 23219  
(804) 729-0051  
(202) 750-3503 (fax)  
joseph.bowser@innovistalaw.com

*Counsel to EdgeTel*

---

<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).

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

*In the Matter of* )  
 )  
EdgeTel, LLC ) WC Docket No. 18-\_\_\_\_  
 )  
For Authorization to Obtain Numbering )  
Resources Pursuant to Section 52.15(g) of )  
The Commission's Rules )

**APPLICATION OF EDGETEL, LLC FOR AUTHORIZATION TO  
OBTAIN NUMBERING RESOURCES**

EdgeTel, LLC ("EdgeTel"), 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. EdgeTel, a VoIP provider, hereby requests the Commission grant it that authorization. In support of this application, EdgeTel provides the following information.

---

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

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

**(A) § 52.15(g)(3)(i)(A)**

**Name:** EdgeTel, LLC

**Address:** 1501 35th Avenue West  
Spencer, Iowa 51301

**Telephone:** (855) 617-2530

**Qualified Personnel:** Kellie Beneke, President  
John Hass, Chief Technology Officer  
Stevin Dahl, Business Development Manager

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

**Name:** Kellie Beneke, President

**Address:** 1501 35th Avenue West  
Spencer, Iowa 51301

**Telephone:** (712) 584-2025

**Email:** kellie@edgetelecom.com

**(B) § 52.15(g)(3)(i)(B)**

EdgeTel 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. EdgeTel 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)**

EdgeTel hereby acknowledges that is 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)**

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

EdgeTel intends to initially provide VoIP services in the District of Columbia, Maryland, Massachusetts, New Jersey, New York, Pennsylvania, Rhode Island, and Virginia 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, EdgeTel 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, EdgeTel has attached to this application, as ***Exhibit A***, a confidential agreement between EdgeTel and its carrier partner providing that the carrier partner will provide switching and transport services for traffic associated with EdgeTel's numbers and, in that connection, provide connectivity to the PSTN for inbound calls to and outbound calls from EdgeTel numbers. (EdgeTel has requested confidential treatment under the Commission's rules for ***Exhibit A***.) Also attached, as ***Exhibit B***, is evidence of interconnection agreements between EdgeTel's carrier partner and incumbent local exchange carriers in the District of Columbia, Maryland, Massachusetts, New Jersey, New York, Pennsylvania, Rhode Island, and Virginia.

**(E) § 52.15(g)(3)(i)(E)**

EdgeTel hereby certifies that it complies with its Universal Service Fund contribution obligations under 47 CFR part 54, subpart H; its Telecommunications Relay Service contribution obligations under 47 CFR § 64.604(c)(5)(iii); its North American Numbering Plan and Local Number Portability Administration contribution obligations under 47 CFR §§ 52.17 and 52.32;

its obligations to pay regulatory fees under 47 CFR § 1.1154; and its 911 obligations under 47 CFR part 9.

**(F) § 52.15(g)(3)(i)(F)**

EdgeTel hereby certifies that it has the financial, managerial, and technical expertise to provide reliable service. It is financially stable, led by a strong, experienced management team with substantial managerial experience in the telecommunications industry, and has sufficient technical expertise and infrastructure in place to provide reliable numbering and related VoIP services.

EdgeTel has the superior technical qualifications necessary to provide and maintain successful operations within its service area. EdgeTel has the capabilities to efficiently port and place numbers into service and successfully route calls. Additionally, EdgeTel's management team's lengthy experience with number porting enables it, along with its carrier partners, to create routing arrangements that seamlessly deliver calls to numbers directly assigned to EdgeTel.

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

**Key Personnel:**<sup>2</sup> Kellie Beneke, President  
John Hass, Chief Technology Officer  
Stevin Dahl, Business Development Manager

(G) § 52.15(g)(3)(i)(G)

EdgeTel 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), EdgeTel 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. EdgeTel 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, EdgeTel respectfully requests the Commission grant this application for authorization to obtain numbering resources.

Respectfully submitted,



\_\_\_\_\_  
Joseph P. Bowser  
115 East Broad Street  
Richmond, Virginia 23219  
(804) 729-0051  
(202) 869-1503 (fax)  
joseph.bowser@innovistalaw.com

*Counsel to EdgeTel*

---

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



PUBLIC VERSION

**EXHIBIT A**

**CONFIDENTIAL MATERIALS OMITTED**

**AGREEMENT BETWEEN EDGETEL, LLC, AND CARRIER PARTNER**

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

PUBLIC VERSION

## **EXHIBIT B**

**CARRIER PARTNER-LOCAL EXCHANGE CARRIER AGREEMENTS IN**  
**DC, MD, MA, NJ, NY, PA, RI, AND VA**

**PUBLIC VERSION**

**AGREEMENT**

**by and between**

**WIDE VOICE, LLC**

**and**

**VERIZON WASHINGTON, DC INC.**

**FOR THE DISTRICT OF COLUMBIA**

## PUBLIC VERSION

### AGREEMENT

#### PREFACE

This Agreement ("Agreement") shall be deemed **effective as of September 1, 2015** (the "Effective Date"), between Wide Voice, LLC ("Wide Voice"), a limited liability company organized under the laws of the State of Nevada, with offices at 410 South Rampart, Suite 390, Las Vegas, NV 89145 and Verizon Washington, DC Inc. ("Verizon"), a corporation organized under the laws of the State of New York with offices at 1300 I Street, N.W., Suite 400 West, Washington, DC 20005 (Verizon and Wide Voice may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

#### GENERAL TERMS AND CONDITIONS

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

##### 1. The Agreement

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

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

## **2. Term and Termination**

- 2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until August 31, 2017 (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.
- 2.2 Either Wide Voice or 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 Wide Voice or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either Wide Voice 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 Wide Voice and Verizon; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 If Wide Voice 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 Wide Voice nor Verizon 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 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**

**SIGNATURE PAGE**

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

**WIDE VOICE, LLC**

By:  \_\_\_\_\_

Printed: Patrick J. Chicas

Title: President

**VERIZON WASHINGTON, DC INC.**

By:  \_\_\_\_\_

Printed: 

Title: Contract Management

**AGREEMENT**

**by and between**

**WIDE VOICE, LLC**

**and**

**VERIZON MARYLAND LLC**

**FOR THE STATE OF**

**MARYLAND**

## PUBLIC VERSION

### AGREEMENT

#### PREFACE

This Agreement ("Agreement") shall be deemed **effective as of March 2, 2015** (the "Effective Date"), between Wide Voice, LLC ("Wide Voice"), a limited liability company organized under the laws of the State of Nevada, with offices at 410 South Rampart, Suite 390, Las Vegas, NV 89145 and Verizon Maryland LLC ("Verizon"), a limited liability company organized under the laws of the State of Delaware with offices at 1 East Pratt Street, Baltimore, MD 21202 (Verizon and Wide Voice may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

#### GENERAL TERMS AND CONDITIONS

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

##### 1. The Agreement

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



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

## **2. Term and Termination**

- 2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until March 1, 2017 (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.
- 2.2 Either Wide Voice or 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 Wide Voice or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either Wide Voice 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 Wide Voice and Verizon; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 If Wide Voice 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 Wide Voice nor Verizon 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 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**

SIGNATURE PAGE

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

WIDE VOICE, LLC

By:  \_\_\_\_\_

Printed: Patrick J. Chicas

Title: President

VERIZON MARYLAND LLC

By:  \_\_\_\_\_

Printed: Jill E. Golden

Title: Contract Management

**PUBLIC VERSION**

**AGREEMENT**

**by and between**

**WIDE VOICE, LLC**

**and**

**VERIZON NEW ENGLAND INC., D/B/A VERIZON MASSACHUSETTS**

**FOR THE COMMONWEALTH OF**

**MASSACHUSETTS**

# AGREEMENT

## PREFACE

This Agreement ("Agreement") shall be deemed **effective as of November 1, 2013** (the "Effective Date"), between Wide Voice, LLC ("Wide Voice"), a limited liability company organized under the laws of the State of Nevada, with offices at 410 South Rampart, Suite 390, Las Vegas, NV 89145 and Verizon New England Inc., d/b/a Verizon Massachusetts ("Verizon"), a corporation organized under the laws of the State of New York with offices at 185 Franklin Street, Boston, MA 02110 (Verizon and Wide Voice may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

## GENERAL TERMS AND CONDITIONS

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

### 1. The Agreement

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

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

## **2. Term and Termination**

- 2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until October 31, 2015 (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.
- 2.2 Either Wide Voice or 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 Wide Voice or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either Wide Voice 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 Wide Voice and Verizon; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 If Wide Voice 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 Wide Voice nor Verizon 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 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**

## SIGNATURE PAGE

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

**WIDE VOICE, LLC**

By: 

Printed: Patrick J. Chicas

Title: President

**VERIZON NEW ENGLAND INC., D/B/A VERIZON  
MASSACHUSETTS**

By: 

Printed: Michael H. Millegan  
*Joane Holland*

Title: <sup>Vice</sup> President – Verizon Global Wholesale

**PUBLIC VERSION**

**AGREEMENT**

**by and between**

**WIDE VOICE, LLC**

**and**

**VERIZON NEW JERSEY INC.**

**FOR THE STATE OF**

**NEW JERSEY**

# AGREEMENT

## PREFACE

This Agreement ("Agreement") shall be deemed **effective as of May 27, 2014** (the "Effective Date"), between Wide Voice, LLC ("Wide Voice"), a limited liability company organized under the laws of the State of Nevada, with offices at 410 South Rampart, Suite 390, Las Vegas, NV 89145 and Verizon New Jersey Inc. ("Verizon"), a corporation organized under the laws of the State of New Jersey with offices at 540 Broad Street, Newark, NJ 07102 (Verizon and Wide Voice may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

## GENERAL TERMS AND CONDITIONS

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

### 1. The Agreement

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



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

## **2. Term and Termination**

- 2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until May 26, 2016 (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.
- 2.2 Either Wide Voice or 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 Wide Voice or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either Wide Voice 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 Wide Voice and Verizon; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 If Wide Voice 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 Wide Voice nor Verizon 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 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

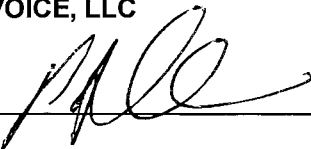
## **4. Applicable Law**

**PUBLIC VERSION**

**SIGNATURE PAGE**

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

**WIDE VOICE, LLC**

By: \_\_\_\_\_

Printed: Patrick J. Chicas

Title: President

**VERIZON NEW JERSEY INC.**

By: \_\_\_\_\_

Printed: Sherri D. Schlabs

Title: Acting Director - Interconnection | Global Wholesale

**Jennifer Ross**  
Director - Interconnection  
Global Wholesale



**Global Wholesale**  
ONE VERIZON WAY  
2 Floor, Room VC 32-W412B  
Basking Ridge, NJ 07920

Phone: 908-559-4556  
jennifer.e.ross@one.verizon.com

**February 10, 2012**

Patrick J. Chicas  
President  
Wide Voice, LLC  
410 South Rampart  
Suite 390  
Las Vegas, NV 89145

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

Dear Mr. Chicas:

Verizon New York Inc. ("Verizon"), a New York corporation, with principal place of business at 140 West Street, New York, NY 10007, has received correspondence stating that Wide Voice, LLC ("WID"), a Nevada limited liability company, with principal place of business at 410 South Rampart, Suite 390, Las Vegas, Nevada 89145 wishes, pursuant to Section 252(i) of the Communications Act, to adopt the terms of the Interconnection Agreement between Cincinnati Bell Any Distance Inc. ("CBAD") and Verizon that was approved by the New York State Public Service Commission (the "Commission") as an effective agreement in the State of New York, as such agreement exists on the date hereof (including, without limitation, Amendment 1 thereto) after giving effect to operation of law (the "Terms"). I understand WID has a copy of the Terms. Please note the following with respect to WID's adoption of the Terms.

1. By WID's countersignature on this letter, WID hereby represents and agrees to the following seven points:
  - A. WID adopts (and agrees to be bound by) the Terms and, in applying the Terms, agrees that WID shall be substituted in place of Cincinnati Bell Any Distance Inc. and CBAD in the Terms wherever appropriate.
  - B. For the avoidance of any doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon (i) that no longer

Appendix A hereto) shall apply to WID's adoption of the Terms; provided, however, that if the Terms memorialize acceptance of Verizon's offer of an optional reciprocal compensation rate plan for non-Internet traffic subject to Section 251(b)(5) pursuant to the industry letter described in footnote 2 of this Letter, then the optional reciprocal compensation rate plan in the Terms shall apply to this adoption instead of the reciprocal compensation rates set forth in Appendix A. WID should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Terms or that are otherwise not part of this adoption, and may include phrases or wording not identical to those utilized in the Terms. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule or attempted to customize the wording in the pricing schedule to match the Terms. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights, and the use of different wording or phrasing in the pricing schedule does not alter the obligations and rights set forth in the Terms.

- G. WID's adoption of the Terms shall become effective on February 6, 2012. Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by WID as to the points set out in Paragraph One hereof. The term and termination provisions of the Terms shall govern WID's adoption of the Terms. The adoption of the Terms is currently scheduled to expire on November 28, 2012.
2. As the Terms are being adopted by WID pursuant to Section 252(i) of the Act, Verizon does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Terms does not in any way constitute a waiver by Verizon of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Verizon of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in the Terms as a result of WID's adoption of the Terms.
  3. Nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commission, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Terms.
  4. Verizon reserves the right to deny WID's application of the Terms, in whole or in part, at any time:
    - A. when the costs of providing the Terms to WID are greater than the costs of providing them to CBAD;
    - B. if the provision of the Terms to WID is not technically feasible; and/or
    - C. to the extent that Verizon otherwise is not required to make the Terms available to WID under applicable law.
  5. For the avoidance of any doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. Verizon has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Verizon's position that reciprocal compensation is not to be

**PUBLIC VERSION**

**SIGNATURE PAGE**

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

Sincerely,

VERIZON NEW YORK INC.

  
\_\_\_\_\_  
Jennifer Ross  
Director-Interconnection

Reviewed and countersigned as to Paragraph 1:

WIDE VOICE, LLC

  
\_\_\_\_\_  
Patrick J. Chicas  
President

Attachment

**PUBLIC VERSION**

**AGREEMENT**

**by and between**

**CINCINNATI BELL ANY DISTANCE INC.**

**and**

**VERIZON NEW YORK INC.**

**FOR THE STATE OF**

**NEW YORK**

## PUBLIC VERSION

### AGREEMENT

#### PREFACE

This Agreement ("Agreement") shall be deemed effective as of **November 29, 2010** (the "Effective Date"), between Cincinnati Bell Any Distance Inc. ("CBAD"), a corporation organized under the laws of the State of Delaware, with offices at 221 East 4th Street, Room 700, Cincinnati, OH 45201 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 CBAD 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 CBAD 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 CBAD.
- 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 November 28, 2012 (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 CBAD 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 CBAD or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either CBAD 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 CBAD and Verizon; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 If either CBAD 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 CBAD 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 State of New York, without regard to its conflicts of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws.



**PUBLIC VERSION**

**SIGNATURE PAGE**

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

**CINCINNATI BELL ANY DISTANCE INC.**

By: Theodore W. Heckmann

Printed: Theodore W. Heckmann

Title: Assistant Corporate Secretary

**VERIZON NEW YORK INC.**

By: Jennifer Ross

Printed: Jennifer Ross

Title: Director - Interconnection

**PUBLIC VERSION**

**AGREEMENT**

**by and between**

**WIDE VOICE, LLC**

**and**

**VERIZON PENNSYLVANIA INC.**

**FOR THE COMMONWEALTH OF**

**PENNSYLVANIA**

## PUBLIC VERSION

### AGREEMENT

#### PREFACE

This Agreement ("Agreement") shall be deemed **effective as of July 2, 2012** (the "Effective Date"), between Wide Voice, LLC ("Wide Voice"), a limited liability company organized under the laws of the State of Nevada, with offices at 410 South Rampart, Suite 390, Las Vegas, NV 89145 and Verizon Pennsylvania Inc. ("Verizon"), a corporation organized under the laws of the Commonwealth of Pennsylvania with offices at 1717 Arch Street, Philadelphia, PA 19103 (Verizon and Wide Voice may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

#### GENERAL TERMS AND CONDITIONS

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

##### 1. The Agreement

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

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

## **2. Term and Termination**

- 2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until July 1, 2014 (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.
- 2.2 Either Wide Voice or 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 Wide Voice or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either Wide Voice 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 Wide Voice and Verizon; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 If either Wide Voice 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 Wide Voice 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.

WIDE VOICE, LLC

By: \_\_\_\_\_

Printed: Patrick J. Chicas

Title: President

Date: \_\_\_\_\_

VERIZON PENNSYLVANIA INC.

By: \_\_\_\_\_

Printed: Jennifer Ross

Title: Director - Interconnection

Date: \_\_\_\_\_

**PUBLIC VERSION**

**AGREEMENT**

**by and between**

**WIDE VOICE, LLC**

**and**

**VERIZON NEW ENGLAND INC., D/B/A VERIZON RHODE ISLAND**

**FOR THE STATE OF**

**RHODE ISLAND**

## AGREEMENT

### PREFACE

This Agreement ("Agreement") shall be deemed effective as of September 15, 2014 (the "Effective Date"), between Wide Voice, LLC ("Wide Voice"), a limited liability company organized under the laws of the State of Nevada, with offices at 410 South Rampart, Suite 390, Las Vegas, NV 89145 and Verizon New England Inc., d/b/a Verizon Rhode Island ("Verizon"), a corporation organized under the laws of the State of New York with offices at 125 High Street - Oliver Tower, 7th Floor, Boston, MA 02110 (Verizon and Wide Voice may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

### GENERAL TERMS AND CONDITIONS

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

#### 1. The Agreement

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

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

## **2. Term and Termination**

- 2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until September 14, 2016 (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.
- 2.2 Either Wide Voice or 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 Wide Voice or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either Wide Voice 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 Wide Voice and Verizon; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 If Wide Voice 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 Wide Voice nor Verizon 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 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**



SIGNATURE PAGE

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

WIDE VOICE, LLC

By: 

Printed: Patrick J. Chicas

Title: President

VERIZON NEW ENGLAND INC., D/B/A VERIZON  
RHODE ISLAND

By: 

Printed: ~~Sherri D. Schlabs~~

*Contract management*  
Title: ~~Acting Director - Interconnection~~ Global  
Wholesale

AGREEMENT

by and between

WIDE VOICE, LLC

and

VERIZON VIRGINIA LLC

FOR THE COMMONWEALTH OF

VIRGINIA

## AGREEMENT

## PREFACE

This Agreement ("Agreement") shall be deemed effective as of March 2, 2015 (the "Effective Date"), between Wide Voice, LLC ("Wide Voice"), a limited liability company organized under the laws of the State of Nevada, with offices at 410 South Rampart, Suite 390, Las Vegas, NV 89145 and Verizon Virginia LLC ("Verizon"), a limited liability company organized under the laws of the Commonwealth of Virginia with offices at 22001 Loudoun County Parkway, Ashburn, VA 20147 (Verizon and Wide Voice may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

## GENERAL TERMS AND CONDITIONS

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

**1. The Agreement**

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

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

## **2. Term and Termination**

- 2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until March 1, 2017 (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.
- 2.2 Either Wide Voice or 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 Wide Voice or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either Wide Voice 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 Wide Voice and Verizon; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 If Wide Voice 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 Wide Voice nor Verizon 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 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

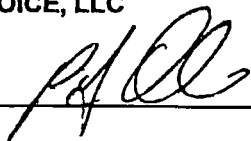
## **4. Applicable Law**

SIGNATURE PAGE

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

WIDE VOICE, LLC

By: \_\_\_\_\_

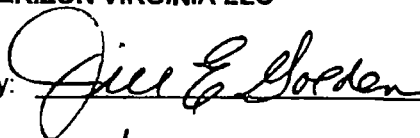


Printed: Patrick J. Chicas

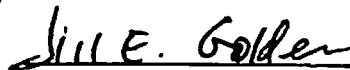
Title: President

VERIZON VIRGINIA LLC

By: \_\_\_\_\_



Printed: \_\_\_\_\_



Title: Contract Management

## EXHIBIT C

### KEY MANAGEMENT AND TECHNICAL PERSONNEL

The following are the names, titles, biographies, and contact information of EdgeTel's key management and technical personnel:

**Kellie Beneke**

*President*

kellie@edgetelecom.com

Phone: (712) 584-2025

Kellie Beneke is the President of EdgeTel and oversees all facets of the EdgeTel business model. Kellie has an extensive background in management, regulatory compliance, accounting, purchasing, billing coordination, and customer engagement. She excels in strategic planning and effectively coordinates multiples projects for EdgeTel. She has twenty-five years of business experience.

**John Hass**

*Chief Technology Officer*

john@edgetelecom.com

Phone: (712) 584-2026

John Hass is EdgeTel's Chief Technology Officer and lead developer. John has been in the communications business for well over a decade and specializes in VoIP and PSTN services, as well as various information services related to the communications industry. John's primary focus at EdgeTel is developing in-house systems, network development and routing, and provisioning customers. He leads the R&D team and works on unique projects, including developing applications for iPhone, Android, and Windows Phone.

**Stevin Dahl**

*Business Development Manager*

stevin@edgetelecom.com

Phone: (712) 432-4730

Stevin Dahl is the business development manager and has the primary leadership role in building strong collaborative relationships with professionals in the telecommunications, voice applications, and software communities. Along with regulatory experience working with ILECs, CLECs, carriers, retail merchants, and community leaders, he leverages technology and telecommunications networks to promote economic growth. Using these skills he strives to provide a customer-first philosophy to ensure clients receive value-based solutions optimized to reduce costs and promote business continuity goals. Stevin received a Masters degree in Community and Regional Planning from Iowa State University.