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June 13, 2019

Mr. Scott Kell  
Executive Vice President of Operations  
Peerless Network of New Hampshire, LLC  
222 South Riverside Plaza, Suite 1900  
Chicago, IL 60606

RE: Request for Adoption Under Section 252(i) of the Communications Act

Dear Mr. Kell:

Consolidated Communications of Northern New England Company, LLC d/b/a Consolidated Communications - NNE ("Consolidated"), a Delaware limited liability company with a principal place of business at 5 Davis Farm Road, Portland, ME 04103, has received correspondence stating that Peerless Network of New Hampshire, LLC ("Peerless"), a limited liability company organized under the laws of the state of New Hampshire with a principal place of business at 222 South Riverside Plaza, Suite 1900, Chicago, IL 60606, wishes to adopt, pursuant to 252(i) of the Communications Act, the terms of the Interconnection Agreement between Neutral Tandem-New Hampshire, LLC and Consolidated (formerly Verizon New England, Inc.) that was approved by the New Hampshire Public Utilities Commission (the "Commission") in Docket DT 07-091 and amended effective October 24, 2017 in Docket DT 17-162 (Amendment No. 1), as an effective agreement within the State of New Hampshire, as such agreement exists on the date hereof after giving effect to operation of law (the "Terms"). The current pricing attachment for the State of New Hampshire is attached hereto as Appendix A and the Terms are attached hereto as Appendices B and C. Please note the following with respect to Peerless' adoption of the Terms.

1. By Peerless' countersignature on this letter, Peerless hereby represents and agrees to the following seven points:
  - a) Peerless adopts and agrees to be bound by the Terms and, in accordance with the Terms, agrees that Peerless shall be substituted in place of Neutral Tandem-New Hampshire, LLC in the Terms wherever appropriate.
  - b) For avoidance of doubt, adoption of the Terms does not include adoption of any provision imposing any obligation on Consolidated that no longer applies to Consolidated pursuant to (i) any Order by the Commission; (ii) any Order by the FCC; or (iii) that is not otherwise required by 47 U.S.C. § 251(c)(3) or by 47 C.F.R. Part 51.

- c) Notice to Peerless and Consolidated as may be required or permitted under the Terms shall be provided as follows:

To Peerless: Mr. Scott Kell  
Executive Vice President of Operations  
Peerless Network of New Hampshire, LLC  
222 South Riverside Plaza, Suite 1900  
Chicago, IL 60606

With a copy to: Cogency Global Inc.  
63 Pleasant Street  
Concord, NH 03301

To Consolidated: Senior Director- Wholesale Strategies  
Consolidated Communications, Inc.  
5 Davis Farm Road  
Portland, ME 04103

With a copy to: General Counsel and Executive Vice President  
Consolidated Communications, Inc.  
350 S. Loop 336 W  
Conroe, TX 77304

- d) Peerless represents and warrants that it is a certified provider of local telecommunications service in the State of New Hampshire, and that its adoption of the Terms will cover services in the State of New Hampshire only.
- e) In the event an interconnection agreement between Consolidated and Peerless already exists in the State of New Hampshire (“Original ICA”), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in its entirety the terms of the original ICA. This adoption is not intended to be, nor shall it be construed to create a novation or an accord and satisfaction of with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.

- f) Consolidated's standard pricing schedule for interconnection agreements in the State of New Hampshire (as such schedule may be amended from time to time) which is attached as Appendix A hereto, shall apply to Peerless's adoption of the Terms. Peerless should note that the aforementioned pricing schedule may contain rates for certain services, the terms of which are not included in the Terms or that are otherwise not part of the adoption, and may include phrases or wording not identical to those utilized in the Terms. The inclusion of such rates in no way obligates Consolidated to provide the subject services and in no way waives Consolidated'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) Peerless's adoption of the Terms shall become effective on the date the Commission approves this adoption agreement. Consolidated shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by Peerless. The term and termination provisions of the Terms shall govern Peerless' adoption of the Terms.
2. As the Terms are being adopted by Peerless pursuant to § 252(i) of the Act, Consolidated does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Consolidated of the Terms does not in any way constitute a waiver by Consolidated of any position as to the Terms or a portion thereof, nor does it constitute a waiver of by Consolidated of any rights or remedies it may have to seek review of the Terms, or to seek to review any provisions included in the Terms as a result of Peerless' adoption of the Terms.
3. Nothing herein shall be construed as or is intended to be a concession or admission by Consolidated 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 Consolidated expressly reserves its full right to assert and pursue claims arising from or related to the Terms.
4. Consolidated reserves the right to deny Peerless' application of the Terms, in whole or in part, at any time:
- a) when the costs of providing the Terms to Peerless are greater than the costs of providing them to Consolidated;
  - b) if the provisions of the Terms to Peerless is not technically feasible; and/or
  - c) to the extent that Consolidated otherwise is not required to make the Terms available to Peerless under the law.


5. For avoidance of any doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for internet traffic. Any compensation to be paid for internet traffic will be handled pursuant to the FCC's Order on Remand and Report and Order adopted April 18, 2001 ("FCC Internet Order"), which held that Internet Traffic constitutes information access outside the scope of the reciprocal compensation obligations set forth in § 251(b)(5) of the Act.<sup>1</sup> Furthermore, notwithstanding any provision to the contrary contained in the Terms, pursuant to the FCC's Report and Order in WC Docket No. 10-90, etc., FCC No. 11-161 (released November 18, 2011), Reciprocal Compensation Traffic, including applicable local VoIP-PSTN traffic as defined in the *USF/ICC Transformation Order*, shall be exchanged between Peerless and Consolidated on a Bill and Keep basis. Under a Bill and Keep compensation arrangement, each Party retains the revenues it receives from its End User customer, and neither Party pays the other Party for transport or termination of the local traffic that is subject to the Bill and Keep arrangement
6. Should Peerless try to apply the Terms in a manner that conflicts with Paragraphs 2 through 5 above, Consolidated reserves the right to seek appropriate legal and/or equitable relief.

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<sup>1</sup> Order on Remand and Report and Order, In Matter of: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Intercarrier for ISP-Bound Traffic, CC Docket No. 99-68 (rel. April 27, 2001) ("FCC Remand Order"), *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. May, 3 2002).


7. In the event that a voluntary or involuntary petition has been or is in the future filed against Peerless under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding an “insolvency proceeding”), then: (A) all rights of Consolidated under such laws including without limitation, all rights of Consolidated under 11 U.S.C. §366, shall be preserved, and Peerless’ adoption of the Terms shall in no way impair such rights of Consolidated; and (B) all rights of Peerless resulting from Peerless’ adoption of the Terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Consolidated pursuant to 11 U.S.C. § 366.

**Consolidated Communications of Northern New England Company, LLC d/b/a Consolidated Communications - NNE**

By:   
Printed Name Sarah Davis  
Title Senior Director – Wholesale Strategies  
Date 7/17/2019

By signing below, Peerless agrees to the adoption of the Agreement as well as all terms and conditions specified in Paragraph 1 of this letter:

**Peerless Network of New Hampshire, LLC**

By:   
Printed Name Scott Kell  
Title Executive Vice President of Operations  
Date 6/17/19

**APPENDIX A<sup>1 2</sup>**  
**(NEW HAMPSHIRE)**

**A. INTERCONNECTION<sup>3</sup>**

**I. Rates for Transport and Termination of Traffic**

1.	Reciprocal Compensation Traffic or End Office Rate	<p>End Office: (Day) = \$0.002810 per minute  (Eve) = \$0.003860 per minute  (Night) = \$0.001341 per minute</p> <p>Tandem Office: (Day) = \$0.002810 per minute  (Eve) = \$0.003860 per minute  (Night) = \$0.001341 per minute</p> <p>Charged in accordance with Interconnection Attachment.</p>
2.	Access charges for Intrastate and/or Interstate	Per Consolidated FCC Interstate Tariff No. 7 and intrastate Consolidated NH PUC No. 3 access tariff for Feature Group D services, as amended from time to time.
3.	Entrance facilities, and transport, as appropriate, for Interconnection at Consolidated End Office, Consolidated Tandem Office, Consolidated Serving Wire Center, or other Point of Interconnection	Per Consolidated FCC Interstate Tariff No. 7 and intrastate Consolidated NH PUC No. 3 access tariff for Feature Group D service as amended from time to time.

<sup>1</sup> This Appendix may contain rates for (and/or reference) services, facilities, arrangements and the like that Consolidated does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like that Consolidated is not required to provide under Section 251 of the Act). Notwithstanding any such rates (and/or references) and, for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Consolidated to provide a service, facility, arrangement or the like that the Agreement does not require Consolidated to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement.

All rates and charges set forth in this Appendix shall apply until such time as they are replaced by new rates and/or charges as the Commission or the FCC may approve or allow to go into effect from time to time subject, however, to any stay or other order issued by any court of competent jurisdiction. In addition to any rates and charges set forth herein, Consolidated, effective as of March 11, 2005, may, but shall not be required to, charge (and CLEC shall pay) any rates and charges that apply to CLEC's embedded base of certain UNEs pursuant to the FCC's Order on Remand, *Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338 (FCC rel. Feb. 4, 2005) (the "TRRO"), the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise. In addition, as set forth in Industry Notices, access tariff rates and/or other applicable non-UNE rates may apply for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

<sup>3</sup> All rates and charges specified herein are pertaining to the Interconnection Attachment.

**II. Transit Service**

A. Tandem Transit Traffic Service

Rates for Tandem Transit Traffic Service are as set forth in Consolidated's NHPUC No. 2 Tariff, as amended from time to time.

B. Dedicated Transit Service

Rates for Dedicated Transit Service are as set forth in Consolidated's NHPUC No. 2 Tariff, as amended from time to time.

**B. UNBUNDLED NETWORK ELEMENTS<sup>4 5</sup>**

**I. Unbundled Local Loops**

A. Rates for Unbundled Local Loops are as set forth in Consolidated's NHPUC No. 2 Tariff, as amended from time to time.

B. Line and Station Transfer<sup>6</sup> NRC is \$147.75/Loop

**II. Unbundled IOF**

Rates for Unbundled IOF are as set forth in Consolidated's NHPUC No. 2 Tariff, as amended from time to time.

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<sup>4</sup> All rates and charges specified herein are pertaining to the Network Element Attachment. Consolidated does not agree that UNE prices must be based solely on forward-looking costs, and Consolidated reserves the right to seek to UNE prices to conform to any modification of the FCC's UNE pricing rules.

<sup>5</sup> For the avoidance of any doubt, in addition to any rates and charges set forth herein, Consolidated, effective as of March 11, 2005, may, but shall not be required to, charge (and CLEC shall pay) any rates and charges that apply to CLEC's embedded base of certain UNEs pursuant to the TRRO, the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise; in addition, as set forth in Industry Notices, access tariff rates and/or other applicable non-UNE rates may apply for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

<sup>6</sup> Line and Station Transfer applies where Consolidated swaps facilities in order to provision a Copper Facility.

**III. Unbundled Network Interface Device and House and Riser**

Rates for Unbundled Network Interface Device and House and Riser are as set forth in Consolidated's NHPUC No. 2 Tariff, as amended from time to time.

**IV. Intrastate Collocation**

Rates for Intrastate Collocation are as set forth in Consolidated's NHPUC No. 2 Tariff, as amended from time to time.

**V. Line Splitting (also referred to as "Loop Sharing")<sup>7 8</sup>**

**A. Unbundled Local Loops**

As Applicable per this Appendix A for UNE Local 2-Wire Digital (DSL qualified) Loops Monthly Recurring Charges and Non-Recurring Charges as amended from time to time. Includes, without limitation, Recurring 2-Wire Digital (DSL qualified) Loop Charges, Service Order Charge (per order), Service Connection Charge\* (per loop), Service Connection-Other Charge\* (per loop), and Provisioning charges. Also includes without limitation, if applicable, Field Dispatch, TC Not Ready, Loop Qualification, Engineering Query, Engineering Work Order, Trouble Dispatch, Misdirects, Dispatch In, Out and Dispatch Expedites, Installation Dispatch, Manual Intervention, Expedited, Digital Designed Recurring and Non-Recurring Charges.

**B. Other Charges**

**i. Regrade** **\$NRC TBD**

**ii. \*Service Connection**  
**\*Service Connection-Other**

A second Service Connection NRC and Service Connection Other NRC applies on New Loop Sharing Arrangements involving the connection of both voice and data connections.

**iii. Disconnect**

A disconnect NRC applies as applicable, on total Loop Sharing disconnects.

**iv. Line and Station Transfers/  
Pair Swaps**

An LST/Pair Swap NRC applies, as applicable, on LST activity performed on New Loop Sharing Arrangements.

<sup>7</sup> Rates for the individual line splitting components are contained in existing terms for Unbundled Network Elements and Collocation.

<sup>8</sup> This Pricing Attachment incorporates by reference the rates set forth in the Agreement for the services and charges referenced herein. In the event this Pricing Attachment refers to a service that is not available under the Agreement, the Agreement shall control. Nothing in this Appendix A shall be deemed to require Consolidated to provide a service that the Agreement does not require Consolidated to provide.



**C. Collocation Rates (including, without Limitation, Splitter Connection and Installation Rates)**

Rates for Splitter Connection and Installation Rates are as set forth in Consolidated's NH PUC No. 2 Tariff, as amended from time to time.

**VI. Combinations of Unbundled Network Elements**

Rates for Combinations of Network Elements are as set forth in Consolidated's NHPUC No. 2 Tariff, as amended from time to time.

**VII. Unbundled Sub-Loop Arrangements (USLA)**

Rates for Unbundled Sub-Loop Arrangements are as set forth in Consolidated's NHPUC No. 2 Tariff, as amended from time to time.

**VIII. Dark Fiber**

A. Recurring Charges

<b>Service or Element Description</b>	<b>Recurring Charges</b>
<b>Dark Fiber IOF</b>	
Dark Fiber IOF Mileage Charge/mile/pair	\$50.33
Dark Fiber Fixed Cost/SWC Charger	\$3.68
Dark Fiber Fixed Cost per Customer Premises	\$6.06
Dark Fiber Fixed Cost per Intermediate CO	\$6.65
Dark Fiber Fixed Cost per Remote Terminal	\$10.24
Dark Fiber Fixed Cost per CLEC CO/POP	\$5.51
Unusable Dark Fiber per Mile	\$0.00

**b. Non-Recurring Charges**

Service or Element Description:	Non-Recurring Charges	
	Normal	Expedited
<b>Dark Fiber</b>		
<b><u>Dark Fiber IOF</u></b>		
Service Order		
per initial pair - per pair	\$22.50	N/A
Each additional pair-per additional pair	\$20.45	N/A
Service Connection - C.O. Wiring		
Connect per order	\$21.13	\$27.39
Disconnect per order	\$13.98	\$18.12
Provisioning		
Connect per order	\$116.06	\$149.58
Disconnect per order	\$27.47	\$38.16
Field Installation	\$91.34	\$123.43
<b><u>Dark Fiber Loop</u></b>		
Service Order		
per initial pair - per pair	\$22.50	N/A
Each additional pair-per additional pair	\$20.45	N/A
Service Connection - C.O. Wiring		
Connect per order	\$18.48	\$23.96
Disconnect per order	\$13.49	\$17.49
Provisioning		
Connect per order	\$103.35	\$144.83
Disconnect per order	\$36.67	\$51.38
Field Installation	\$91.34	\$123.43
<b><u>Unbundled Dark Fiber</u></b>		
(1) Records Review		
-per fiber pair	\$207.16	N/A
(2) Cable Documentation		
- per request	\$84.34	N/A
(3) Intermediate Office		
- per intermediate office, per fiber pair - Connect	\$21,13	\$27.39
- per intermediate office, per fiber pair – Disconnect	\$13.98	\$18.12
Other Charges, Time and Materials		

	<u>Normal</u>	<u>Expedited</u>
(4) Fiber Layout Map (per hour or fraction thereof)		
Service Delivery Engineer Network Transport Engineering –Planning	\$50.03	\$67.37
Network Transport Engineering –Design	\$50.03	\$67.37
(5) Field Survey (per hour or fraction thereof)		
Service Delivery Engineer Network Transport Engineering –Planning	\$50.03	\$67.37
Network Transport Engineering –Design	\$50.03	\$67.37
Outside Plant Operations (splicer)	\$45.21	\$58.20
Central Office Frame (COF)	\$42.95	\$59.68
(6) Splicing (per hour or fraction thereof)		
Outside Plant Operations (splicer)	\$45.21	\$58.20
Central Office Frame (COF)	\$42.95	\$59.68
(7) Testing (per hour or fraction thereof)		
Outside Plant Operations (splicer)	\$45.21	\$58.20
Central Office Frame (COF)	\$42.95	\$59.68

**IX. Routine Network Modifications<sup>9</sup>**

	<b><u>Non-Recurring Charges</u></b>
Clear Defective Pair	TBD
Reassignment of Non-Working Cable Pair	TBD
Binder Group Rearrangement	TBD
Repeater – Installation	TBD
Apparatus Case – Installation	TBD
Range Extenders – DS0 Installation	TBD
Range Extenders – DS1 Installation	TBD
Channel Unit to Universal/Cotted DLC System (existing)	TBD
Serving Terminal – Installation/Upgrade	TBD
Activate Dead Copper Pair	TBD
Multiplexer – 1/0 – Installation	TBD
Multiplexer – 1/0 – Reconfiguration	TBD
Multiplexer – 3/1 – Installation	TBD
Multiplexer – 3/1 – Reconfiguration	TBD
Multiplexer – Other – Installation	TBD
Move Drop	TBD
Cross-Connection – Existing Fiber Facility	TBD
Line Card – Installation	TBD
Copper Rearrangement	TBD
Central Office Terminal – Installation	TBD
IDLC Only Condition	TBD
Other Required Modifications	TBD
 <b><u>OTHER</u></b>	
Commingled Arrangements – per circuit NRC	TBD
Conversion – Service Order	TBD
Conversion – Installation per circuit	TBD
Circuit Retag – per circuit	TBD
 Dark Fiber – Dark Fiber Routine Network Modifications	 TBD

**C. RESALE<sup>10</sup>**

Wholesale discounts are as set forth in Consolidated’s NHPUC No. 4 Tariff, as amended from time to time.

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<sup>9</sup> This Appendix may contain rates and charges for (and/or reference) services, facilities, arrangements and the like that Consolidated does not have an obligation to provide under this Agreement (e.g., services, facilities, arrangements and the like for which an unbundling requirement does not exist under 47 U.S.C. Section 251(c)(3)). Notwithstanding any such rates and/or charges (and/or references) and, for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Consolidated to provide a service, facility, arrangement or the like that the Agreement does not require Consolidated to provide, or to provide a service, facility, arrangement or the like upon rates, terms conditions other than those that may be required by the Agreement.

<sup>10</sup> All rates and charges specified herein are pertaining to the Resale Attachment.

**D. CUSTOMER USAGE DETAIL CHARGES**

Rates for Customer Usage Detail Charges are as set forth in Consolidated's NHPUC No. 2 Tariff, as amended from time to time.

**E. TIME AND MATERIALS CHARGES**

Rates for Access to Time and Materials Charges are as set forth in Consolidated's NHPUC No. 2 Tariff, as amended from time to time.

**F. 911/E911 INTERCONNECTION**

Rates for 911/E911 Interconnection are as set forth in Consolidated's NHPUC No. 2 Tariff, as amended from time to time.

**G. OPERATIONS SUPPORT SYSTEMS**

Rates for access to, and development, maintenance and use of, Operations Support Systems are as set forth in Consolidated's NHPUC No. 2 Tariff, as amended from time to time.

**Amendment No. 1 to the Interconnection Agreement  
between  
Northern New England Telephone  
Operations LLC and  
Neutral Tandem, LLC in the State of New Hampshire**

This Amendment No. 1 (the "Amendment") shall be deemed effective on the date approved by the New Hampshire Public Utilities Commission or otherwise allowed to go into effect by operation of law ("Effective Date") by and between Neutral Tandem-New Hampshire, LLC, a Delaware limited liability company ("Neutral Tandem"), and Northern New England Telephone Operations LLC, a Delaware limited liability company ("FairPoint"). FairPoint and Neutral Tandem shall be known herein jointly as the "Parties".

**RECITALS**

WHEREAS, FairPoint and Neutral Tandem, or its predecessors in interest entered into an Interconnection Agreement ("Agreement") for interconnection services in the state of New Hampshire, pursuant to 47 USC §§251/252; and

WHEREAS, the Agreement was filed with the New Hampshire Public Utilities Commission ("Commission") on August 20, 2007, docketed by the Commission as DT 07-091, and permitted to take effect by operation of law on November 18, 2007; and

WHEREAS, Neutral Tandem wishes to provide tandem switching services for one or more Interconnected VoIP Providers' use and seeks to combine Neutral Tandem's local and interexchange traffic with such Interconnected VoIP Providers' VoIP-PSTN Traffic and exchange such traffic with FairPoint according to the terms of this Amendment where the Interconnected VoIP Provider obtains its own number resources pursuant to FCC Report and Order 15-70 ("VoIP Numbering Order"), released June 22, 2015, and subject to limitations and requirements of the Local Exchange Routing Guide ("LERG") and other applicable requirements, including but not limited to the Agreement and the Amendment; and

WHEREAS, the Parties wish to amend the Agreement under the terms and conditions contained herein.

**CARRIER PARTNER AMENDMENT**

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Amendment Terms**

The Agreement is hereby amended by adding specific terms and conditions under which Neutral Tandem exchanges traffic with FairPoint as set forth in Attachment 1 to this Carrier Partner Amendment, attached hereto and incorporated herein by this reference.

**Effective Date**

This Amendment shall be deemed effective upon approval by the Commission, or on the date when this amendment is allowed to take effect by operation of law.

**Further Amendments**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. This Carrier Partner Amendment may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Carrier Partner Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

**Entire Agreement**

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

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

**Northern New England  
Telephone Operations LLC**

Michael Skrivan  
Signature

Michael Skrivan  
Name Printed/Typed

Vice President - Regulatory  
Title

October 11, 2017  
Date

**Neutral Tandem-New Hampshire, LLC**

Kyle V. Bertrand  
Signature

Kyle V. Bertrand  
Name Printed/Typed

Vice President - NO/PM  
Title

10-3-2017  
Date

## ATTACHMENT 1

**The following language is added to the existing language in the Agreement. in its entirety:**

### Definitions

“Carrier Partner” is a Certified Local Exchange Carrier (CLEC) that provides the facilities and trunking that an Interconnected VoIP Provider needs in order to exchange traffic with FairPoint and demonstrates facilities readiness as described in the VoIP Numbering Order.

“Denial of Service (DoS)” is an action that prevents legitimate user(s) from using or being provided service.

“Interconnected VoIP Provider” is an entity that provides interconnected VoIP services, as that term is defined in 47 C.F.R. §9.3 and is certified by the Federal Communications Commission to obtain numbering resources as described in the VoIP Numbering Order (FCC Report and Order 15-70 released June 22, 2015).

### Terms of Amendment

1. Pursuant to the terms of this Amendment, Neutral Tandem will exchange with FairPoint Local traffic, Transit traffic and Jointly Provided Switched Access traffic of Interconnected VoIP Providers on Neutral Tandem’s interconnection trunks.
  - 1.1 Prior to Neutral Tandem exchanging traffic for an Interconnected VoIP Provider with FairPoint, Neutral Tandem shall notify FairPoint and FairPoint shall confirm that the Interconnected VoIP Provider has entered into a “Porting Agreement” with FairPoint pursuant to the FCC’s Order *In the Matter of Numbering Policies for Modern Communications IP-Enabled Services 15-70 FCC Rcd.* at 6865 (2015).
  - 1.2 Neutral Tandem shall notify FairPoint when Neutral Tandem is no longer routing an Interconnected VoIP Provider’s traffic on Neutral Tandem’s interconnection trunks.
  - 1.3 Neutral Tandem shall provide such notifications to their FairPoint Customer Account Manager (CAM).
  - 1.4 Neutral Tandem shall follow applicable procedures of the LERG and the Agreement in order to identify the OCNs and NPA-NXX(s) of the Interconnected VoIP Provider which will be associated with Neutral Tandem’s Switch and routed on the Neutral Tandem’s interconnection trunk groups.
  - 1.5 The Interconnected VoIP Provider may use a POI CLLI for code entry in LERG 6 and must also designate the responsible Neutral Tandem Carrier Partner’s end office CLLI as the Actual Switch ID in LERG 7 SHA.
2. Neutral Tandem and FairPoint will continue to exchange traffic under the terms of the Agreement, including treatment of traffic terminating to FairPoint end users. Solely for purposes of this Amendment, all traffic originated or terminated by parties utilizing Neutral Tandem or transiting FairPoint to other providers will be treated as



though originated or terminated by Neutral Tandem, including but not limited to terminating intercarrier traffic compensation, Transit traffic compensation, compensation for use of interconnection transport facilities, and establishment of direct trunk groups.

3. No compensation for transiting traffic will be paid by FairPoint to Neutral Tandem for traffic that FairPoint sends through Neutral Tandem to terminate to Interconnected VoIP Provider. All FairPoint end user traffic will be rated as though it was terminated to Neutral Tandem.
4. Interconnected VoIP Provider traffic will be treated as if it is Neutral Tandem's traffic and all payment obligations as a result of the traffic will be Neutral Tandem's responsibility in accordance with applicable terms of the Agreement.
5. Except as set forth following, this Amendment does not otherwise modify or supersede the terms and conditions of any agreement that Neutral Tandem may have with FairPoint, including tariff, Interconnection and/or other agreements. Notwithstanding any provision to the contrary contained in the Agreement, pursuant to the FCC's Report and Order in WC Docket No. 10-90, etc., FCC No. 11-161 (released November 18, 2011), from the effective date of this Amendment through June 30, 2018 all Local traffic shall be exchanged between Neutral Tandem and FairPoint at a rate of \$0.0007 per minute. Effective July 1, 2018 all Local traffic shall be exchanged between Neutral Tandem and FairPoint on a Bill and Keep basis. Under a Bill and Keep compensation arrangement, each Party retains the revenues it receives from its End User customer, and neither Party pays the other Party for transport and termination of the local traffic that is subject to the Bill and Keep arrangement.
6. This Amendment does not authorize Neutral Tandem to bill FairPoint on behalf of Interconnected VoIP Provider for any charges associated with transit traffic, terminating traffic or interconnection facilities, including, but not limited to any compensation arrangements contained in separate agreements or tariffs with FairPoint.
7. Neutral Tandem will pass unaltered signaling information (e.g., originating Calling Party Number and destination called party number, etc.) for the Interconnected VoIP Provider's traffic per 47 C.F.R. § 64.1601 and industry standards.
8. Neutral Tandem agrees that FairPoint may discontinue accepting all traffic delivered over Neutral Tandem's trunking where FairPoint experiences from Interconnected VoIP Provider a Denial of Service (DoS) attack or such Interconnected VoIP Provider traffic otherwise contributes to the degradation of FairPoint's network or FairPoint's ability to provide service to its customers. Neutral Tandem agrees to remove the inappropriate Interconnected VoIP Provider traffic from its network prior to FairPoint's subsequent acceptance of Neutral Tandem's other traffic. Following any such event, Neutral Tandem will establish a separate trunk group for the Interconnected VoIP Provider's exclusive use for any subsequent Interconnected VoIP Provider traffic.
9. Neutral Tandem will ensure traffic routed over its interconnection trunks is destined solely to the geographic area served by FairPoint's switch as defined in the LERG irrespective of whether it is Neutral Tandem's own traffic or Interconnected VoIP Provider's traffic.
10. Neutral Tandem agrees that FairPoint will not be responsible to provide 911 services directly to the Interconnected VoIP Provider and that instead Neutral Tandem will be responsible as the Carrier Partner to provide such 911 services in accordance with

applicable terms of the Agreement.

11. If Neutral Tandem chooses to obtain numbering from NANPA under a different OCN as an Interconnected VoIP Provider, it first must execute a commercial Interconnected VoIP Provider Numbering Agreement (a/k/a "Porting Agreement") in addition to this Amendment in order to route its Interconnected VoIP Provider traffic associated with that OCN on Neutral Tandem's interconnection trunks.