# Carrier Partner for Interconnected VoIP Provider Agreement between Northern New England Telephone Operations LLC and Airus, Inc. in the State of New Hampshire

This Carrier Partner for Interconnected VoIP Provider Agreement (the "Agreement") 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 Airus, Inc., a Delaware corporation ("Airus") and Northern New England Telephone Operations LLC, a Delaware limited liability company ("FairPoint"). FairPoint and Airus shall be known herein jointly as the "Parties."

### **RECITALS**

WHEREAS, Airus notified FairPoint on August 24, 2015 that it intended to order from, and agrees to be bound in all respects by, the terms of FairPoint's Tariff NHPUC No. 2, pursuant to New Hampshire Docket No. DT 07-011; and

WHEREAS, Airus wishes to act as a Carrier Partner for an Interconnected VoIP Provider that obtains number resources pursuant to FCC Report and Order 15-70 ("VoIP Numbering Order"), released June 22, 2015. Airus will provide a switch for Interconnected VoIP Provider's use and seeks to combine Airus' traffic with Interconnected VoIP Provider's VoIP-PSTN Traffic and exchange such traffic with FairPoint according to the terms of this Agreement, subject to limitations and requirements of the Local Exchange Routing Guide ("LERG") and other applicable requirements, including but not limited to FairPoint Tariff NHPUC No. 2 and the Agreement; and

WHEREAS, the Parties wish to enter into this Agreement under the terms and conditions contained herei;

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

#### **Effective Date**

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

# **Further Agreements**

Except as modified herein, the provisions of FairPoint Tariff NHPUC No. 2 shall remain in full force and effect. This Carrier Partner Agreement may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Carrier Partner Agreement 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 constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement 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.

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

By: Northern New England	By: Airus, Inc.
Telephone Operations LLC	1 4 2.
Michael / Sui	TOWN THE Criskey
Signatúre	Signature
Michael T. Skrivan	John McCevskey
Typed or Printed Name	Typed or Printed Name
Vice President Regulatory	GENERA MANAYER
Title	Title
1-9-2018	12-18-17
Date	Date