

June 28, 2018

Mr. Andrew Nickerson  
Chief Executive Officer  
Wide Voice, LLC  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

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

Dear Mr. Nickerson:

Northern New England Telephone Operations 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 Wide Voice, LLC ("Wide Voice"), a limited liability company with a principal place of business at 410 South Rampart, Suite 390, Las Vegas, NV 89145, 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 Wide Voice's adoption of the Terms.

1. By Wide Voice's countersignature on this letter, Wide Voice hereby represents and agrees to the following seven points:
  - a) Wide Voice adopts and agrees to be bound by the Terms and, in accordance with the Terms, agrees that Wide Voice 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 Wide Voice and Consolidated as may be required or permitted under the Terms shall be provided as follows:

To Wide Voice: Tandy DeCosta  
Director of Telephony Services  
Wide Voice, LLC  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

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) Wide Voice 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 Wide Voice 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 Wide Voice's adoption of the Terms. Wide Voice 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) Wide Voice's adoption of the Terms shall become effective on the date the Commission approves this agreement. Consolidated shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by Wide Voice. The term and termination provisions of the Terms shall govern Wide Voice's adoption of the Terms.
- 2. As the Terms are being adopted by Wide Voice 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 Wide Voice's 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 Wide Voice's application of the Terms, in whole or in part, at any time:
  - a) when the costs of providing the Terms to Wide Voice are greater than the costs of providing them to Consolidated;
  - b) if the provisions of the Terms to Wide Voice is not technically feasible; and/or
  - c) to the extent that Consolidated otherwise is not required to make the Terms available to Wide Voice 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 in the 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>

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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).


6. Should Wide Voice 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.
7. In the event that a voluntary or involuntary petition has been or is in the future filed against Wide Voice 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 Wide Voice's adoption of the Terms shall in no way impair such rights of Consolidated; and (B) all rights of Wide Voice resulting from Wide Voice's 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.

**Northern New England Telephone Operations LLC d/b/a Consolidated Communications - NNE**

By: Michael T Skrivan  
Printed Name Michael T. Skrivan  
Title Vice President Regulatory  
Date August 9, 2018

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

**Wide Voice, LLC**

By:   
Printed Name Andrew Nickerson  
Title Chief Executive Officer  
Date 7/3/18