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Nebraska Public Service Commission
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BEFORE THE NEBRASKA PUBLIC SERVICE COMMISSION

In re Application for Approval of)
Interconnection Agreement between)
Arlington Telephone Company and) Application No. _____
Level 3 Communications, LLC.)

Application for Approval of Interconnection Agreement

Arlington Telephone Company (“ATC”) hereby files this Application for approval of an Interconnection Agreement between ATC and Level 3 Communications, LLC (“Level 3”) (the “Agreement”) pursuant to the Telecommunications Act of 1996, as amended (the “Act”) and in support thereof, states as follows:

1. ATC presents to this Commission for approval the attached Agreement negotiated and executed by ATC and Level 3 pursuant to the terms of the Act. Following good faith negotiations to address the issues involved in the Agreement, the parties have executed the Agreement. There are no outstanding issues relating to the Agreement that require the assistance of mediation or arbitration.

2. ATC seeks the Commission’s approval of the Agreement consistent with the provisions of the Act. The implementation of this Agreement complies fully with Section 252(e) of the Act.

3. ATC requests the Commission to grant expeditious approval of this Agreement, without change, suspension or other delay in its implementation. This is a bilateral agreement, reached as a result of negotiation and compromise between ATC and Level 3. ATC does not believe intervention by other parties is necessary or appropriate.

4. The statutory standard of review of this matter is set forth in

Section 252(e) of the Act which provides:

(e) Approval by State commission.

(1) Approval required. Any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission. A State commission to which an agreement is submitted shall approve or reject the agreement, with written findings as to any deficiencies.

(2) Grounds for rejection. The State commission may only reject

(A) an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that –

- (i) the agreement (or a portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or
- (ii) the implementation of such agreement or portion is not consistent with the public interests, convenience, and necessity.

(B) An agreement (or any portion thereof) adopted by arbitration under subsection (b) if it finds that the agreement does not meet the requirements of section 251 of this title, including the regulations prescribed by the Commission pursuant to section 251 of this title, or the standards set forth in subsection (d) of this section.

5. ATC believes the Agreement is consistent with the public interest, convenience and necessity in that it allows for full and fair competition and greater choices for the consumer.

WHEREFORE, for the foregoing reasons, ATC requests that the Commission approve the attached Agreement expeditiously and without change or alteration.

Dated: ^{April}~~May~~ 28, 2022.

Respectfully submitted,
Arlington Telephone Company

By: Paul M. Schudel
Paul M. Schudel, No. 13723
WOODS & AITKEN LLP
301 South 13th Street, Suite 500
Lincoln, Nebraska 68508
(402) 437-8500
(402) 437-8558 Facsimile
pschudel@woodsaitken.com
Its Attorneys

CERTIFICATE OF SERVICE

I hereby certify that on the 28th day of ~~May~~ ^{April}, 2022, the original, together with an electronic copy, of the foregoing Application were served upon Thomas Golden, Executive Director of the Commission, by hand delivery, and an electronic copy was served upon Mr. Barry Orrel, Level 3 Communications, LLC, 700 W. Mineral Ave., Littleton, CO 80120 by email delivery.

Paul M. Schudel
Paul M. Schudel

**INTERCONNECTION AGREEMENT
BETWEEN
ARLINGTON TELEPHONE COMPANY
AND
LEVEL 3 COMMUNICATIONS, LLC**

[Attached]

INTERCONNECTION AGREEMENT
BETWEEN
ARLINGTON TELEPHONE COMPANY
AND
LEVEL 3 COMMUNICATIONS, LLC

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INTERCONNECTION AGREEMENT

This Interconnection Agreement (“Agreement”) shall become effective on the date of approval by the Commission (the “Effective Date”) and is made by and between **Arlington Telephone Company** (“RLEC”) with offices at 1638 Lincoln Street, Blair, Nebraska 68008-0400, and **Level 3 Communications, LLC (“Level 3”)**, a limited liability company, with an office and principal place of business located at 1025 Eldorado Blvd., Broomfield, CO 80021. For purposes of this Agreement, RLEC and Level 3 shall sometimes be referred to as “Parties” or individually as a “Party.”

RECITALS

WHEREAS, RLEC asserts it is an incumbent rural, rate of return Local Exchange Carrier operating within the State of Nebraska; and

WHEREAS, Level 3 is a Competitive Local Exchange Carrier authorized by the Commission pursuant to the decisions in Applications No. C-1876 and C-2800 entered on December 22, 1998 and October 8, 2002, respectively, to operate as a local exchange carrier within the State of Nebraska; and

WHEREAS, the Parties wish to establish interconnection arrangements to exchange Local Traffic between their networks and agree to establish terms and conditions regarding such traffic exchange and compensation arrangements between them with respect to the exchange of such Local Traffic; and

WHEREAS, the Parties enter into this agreement to interconnect their facilities and exchange Local Traffic for the purposes of fulfilling their obligations pursuant to Sections 251(a) and (b).

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS

The following terms used in this Agreement shall have the meanings as specified below, and, where such terms are defined in the Act, the Parties intend that the definition is to be consistent with the Act:

- 1.1. “Act” means the Communications Act of 1934, as amended.
- 1.2. “Affiliate” has the meaning as defined in the Act.
- 1.3. “Applicable Law” means any and all laws, rules, regulations or guidelines that subsequently may be prescribed by federal or state government authority that, by their respective, require compliance by a Party under this Agreement.
- 1.4. “Calling Party Number” or “CPN” is a Common Channel Signaling parameter which refers to the number transmitted through a network identifying the calling party.
- 1.5. “Central Office Switch” means a switch used to provide Telecommunications Services, including, but not limited to:
 - 1.5.1. “End Office Switch” or “End Office” is a switching device that is used to terminate Customer station lines for the purpose of interconnection to each other and to trunks;
 - 1.5.2. “Tandem Switch” or “Tandem Office” or “Tandem” is a switching device that has

billing and recording capabilities and is used to aggregate traffic and deliver traffic to carriers' aggregation points, points of termination, or points of presence, and to provide switched exchange access services.

1.6. "Certificated Area" means the geographic area as established and defined by the Commission within which RLEC is authorized to provide Local Exchange Service and exchange access service.

1.7. "Commercial Mobile Radio Services" or "CMRS" has the meaning as found in 47 C.F.R. §20.3.

1.8. "Commission" means the Nebraska Public Service Commission.

1.9. "Customer" or "End User" means the retail, residential, or business subscriber that is the ultimate end user of Telephone Exchange Services provided by either of the Parties. Customer may also include the ultimate user of a Telecommunications provider which has a wholesale relationship for the one of the Party's provision of Telecommunications Services to that provider.

1.10. "Effective Date" means the date of Commission action approving this Agreement.

1.11. "Extended Area Service" or "EAS" is an expanded geographic mandatory Local Calling Area of RLEC as established and defined by the Commission. EAS provides End Users an expanded local calling scope and contains areas that are outside of RLEC's Certificated Area.

1.12. "FCC" means the Federal Communications Commission.

1.13. "Interconnection" has the meaning as defined in 47 C.F.R. § 51.5.

1.14. "Local Calling Area" means the mandatory geographic area as established by the Commission for which RLEC's End User can, using RLEC's Local Exchange Service, dial another End User without incurring a toll charge and includes the Commission-authorized EAS Rate Centers.

1.15. "Local Exchange Service" means the telecommunications service provided within a Local Calling Area in accordance with the exchange carrier's tariffs.

1.16. "Local Traffic," for the purposes of the Agreement, means all wireline Telecommunications Service traffic and VoIP-PSTN traffic (as defined in the FCC's decision with the issue number being "FCC 11-161"), regardless of the signaling and transport protocols used in the origination, transport and/or termination of traffic by the originating and/or terminating networks in its delivery of traffic that originates and terminates within the RLEC's Local Calling Area, where both the Customers making the call and receiving the call (including those Customers of a wholesale provider served by one of the Parties) are physically located within the geographic area served by the RLEC's Exchange Area where Interconnection is sought.

1.17. "Local Exchange Carrier" or "LEC" has the meaning as defined in the Act.

1.18. "Meet Point" means, for purposes of the exchange of Local Traffic under this Agreement, the physical demarcation location where RLEC interconnects with RLEC's tandem provider for the exchange of EAS traffic between their respective End Users.

1.19. "Non-Local Traffic" means all traffic that is not Local Traffic as defined in Section 1.16.

1.20. "NPA" or the "Number Plan Area" also referred to as an "area code" refers to the three-digit code which precedes the NXX in a dialing sequence of a North American Numbering Plan ten-digit telephone number.

1.21. "NXX" means the three-digit code, which appears as second three digits of a ten-digit North American Numbering Plan telephone number (i.e., NPA-NXX-XXXX).

1.22. "Party" means either RLEC or Level 3, and "Parties" means RLEC and Level 3.

1.23. "Point of Interconnection" or "POI" means the mutually agreed upon physical point on RLEC's network that defines the demarcation between the Parties' respective networks, and therefore each Party's network responsibility and attendant financial and operational obligations on its side of that point, and is used for the mutual exchange of each Party's Local Traffic.

1.24. "Rate Center" means the specific geographic point with a unique vertical and horizontal (V&H) coordinate that may be associated with one or more NPA-NXX codes that have been assigned to a telecommunications carrier such as an incumbent LEC for its provision of basic Local Exchange Service.

1.25. "Reciprocal Compensation" means a reciprocal intercarrier compensation arrangement between two Telecommunication Carriers in which each of the two Telecommunications Carriers receives compensation from the other carrier for the transport and termination on each carrier's network facilities of telecommunications traffic that originates on the network facilities of the other carrier. For purposes of this Agreement, the reciprocal compensation construct shall apply solely to Local Traffic and is to be interpreted and applied consistent with the definition of "non-access reciprocal compensation" found in 47 C.F.R. 51.701(b)(1).

1.26. "Tariff" means any applicable federal or state Tariff of a Party, price list, standard agreement or other document that is effective and that sets forth the generally available terms and conditions under which a Party offers a particular service, facility, or arrangement.

1.27. "Telecommunications" has the meaning as defined in the Act.

1.28. "Telecommunications Carrier" has the meaning as defined in the Act.

1.29. "Telecommunications Services" has the meaning as defined in the Act.

1.30. "Termination" means the switching of Local Traffic at the terminating carrier's End Office switch, or equivalent facility, and delivery of such traffic to the called Party's Customer's premises or mobile handset.

1.31. "Transiting" or "Transit Service" is the network function to transport Local Traffic that originates on one Party's network, transits a third party provider's network substantially unchanged, and terminates to the other Party's network.

1.32. "Transport" has the meaning as defined in 47 CFR §51.701(c).

2. INTERPRETATION, CONSTRUCTION AND GENERAL REQUIREMENTS.

2.1. References.

2.1.1. All references to Sections, Appendices and Schedules shall be deemed to be

references to Sections of, and Appendices and Schedules to, this Agreement unless the context shall otherwise require.

2.1.2. The headings of the Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement.

2.1.3. Unless the context shall otherwise require, any reference to any agreement, other instrument or third party offering, guide or practice, statute, regulation, rule or Tariff is for convenience of reference only (and, in the case of a statute, regulation, rule or Tariff, to any successor provision).

2.2. Incorporation of Tariffs.

2.2.1. Subject to the terms set forth in this Agreement regarding rates and charges, each Party hereby incorporates by reference those provisions of its Tariffs or price lists that govern the provision of any of the services or facilities provided hereunder.

2.2.2. If any provision of this Agreement and an applicable Tariff or price list cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this Agreement shall prevail.

2.2.3. The fact that a condition, right, obligation, or other term appears in this Agreement but not in any such Tariff or price list shall not be interpreted as, or be deemed grounds for finding, a conflict for purposes of this Section 2.

2.2.4. The Parties agree to give notice of all proposed Tariff or price list changes to the extent required by Commission rules and orders.

2.3. Provisioning of Services.

2.3.1. Each Party agrees that it will not knowingly provision any of its services or the exchange of Local Traffic under this Agreement in any manner that permits the circumvention of applicable exchange access charges due and payable to the other Party.

2.3.2. This Agreement addresses the terms and conditions under which Level 3 and RLEC agree to exchange only Local Traffic between their respective Customers at the Point of Interconnection ("POI") in accordance with this Agreement. All Non-Local Traffic that either Party may deliver to the POI that falls outside of the definition of Local Traffic shall not be subject to the terms and conditions of this Agreement but may be subject to other arrangements and/or Tariffs (or price lists) of the Parties which shall govern the intercarrier compensation treatment of such Non-Local Traffic. The Parties further agree that they will strictly construe the definition of Local Traffic as provided for in Section 1 above, and will ensure that they each will abide by the additional terms and conditions of Section 3 regarding facilities and traffic addressed under this Agreement. All terminating traffic to RLEC identified as Non-Local Traffic by either the "to" or "from" telephone numbers not being assigned within the Local Calling Area of the RLEC or identified by other means of establishing the originating and terminating points for such traffic as both points being within the Local Calling Area shall be explicitly subject to the rates, terms and conditions of RLEC's then-existing intrastate or interstate switched access service Tariff based on the "to" and "from" numbers.

2.3.3. Local Traffic and Non-Local Traffic exchanged between the Parties, regardless of the Customer origination or termination protocol format, shall be compensated in accordance with Section 6. The Parties further agree that all Local Traffic and Non-Local Traffic shall be exchanged under this Agreement through the use of TDM protocol.

2.3.4 The Parties acknowledge that the nature of advanced telecommunications technologies may result in transmission of Non-Local Traffic via the Interconnection through the POI. If a Party via audit or otherwise finds that Non-Local Traffic is being routed via the interconnection established under this Agreement, such Party (the "Notifying Party") will provide the other Party (the "Notified Party") written notice, including the basis for its findings. The Notified Party shall have 30 days to remedy the situation or to invoke the Dispute Resolution terms of this Agreement if it does not agree such traffic is Non-Local. If it is resolved that the Notified Party is routing Non-Local Traffic via the interconnection established under this Agreement, such Party shall pay to the Notifying Party either terminating or originating access charges for all Non-Local Traffic as identified by the Notifying Party based on the directionality of the traffic and pursuant to the applicable Tariff of the Notifying Party. In addition, if it is agreed that the Non-Local Traffic may rise above a de minimis level, the Parties will jointly determine a method to track and pay appropriate compensation for such traffic and amend this Agreement.

2.3.5 The traffic that is exchanged between the Parties through an Interexchange Carrier is not Local Traffic and is not subject to this Agreement, but rather is subject to Section 251(b)(3) and 251(g) of the Act and the exchange access tariff of the Party that operates the terminating or originating network required to carry the Interexchange Carrier's traffic.

2.3.6 Each Party agrees that it will not knowingly provision any of its services or the exchange of Local Traffic under this Agreement in a manner that permits the arbitrage and/or circumvention of the application of applicable switched access charges by the other Party and/or the utilization of the physical connecting arrangements described in this Agreement to permit the delivery to the other Party of Non-Local Traffic through the POI. If any arbitrage and/or delivery of Non-Local Traffic through the POI is identified, each Party also agrees to take all reasonable steps to terminate and/or reroute any service to one of its Customers that permits that Customer or any entity to arbitrage and/or circumvent the application of applicable switched access charges by the other Party or that permits the Customer or any entity to utilize the for the delivery or receipt of Non-Local Traffic through the POI; provided, however, that until such time as the arbitrage is resolved, the Party that is allowing the POI to be used for the delivery of Non-Local Traffic shall pay either terminating or originating access charges based on the directionality of the traffic and pursuant to the applicable tariff of the other Party.

2.4. Warranties and Representations and Effect of Breach of Same.

2.4.1 The Parties agree that each of these representations and warranties are explicitly required to be, and are part of the consideration provided as, preconditions for the implementation of and operations under the Agreement.

2.4.2 Each Party warrants to the other that it shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement. Each Party shall promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

2.4.3 RLEC represents and warrants that it has all necessary authority from the Commission to provide Local Exchange Service within the Certificated Area in the State of Nebraska; provided, however, that this Agreement is limited to RLEC Customers' traffic for which RLEC has tariff authority to carry. RLEC's NPA-NXXs are listed in the LERG under OCN 1517 in the State of Nebraska. RLEC further represents and warrants that: (a) it is a provider of Telecommunications Service to Customers in Nebraska; (b) RLEC's NPA/NXXs are listed in the LERG; and (c) this Agreement shall

apply to Operating Company Number (“OCN”) (1517) assigned to RLEC and only to Local Traffic exchanged with Level 3.

2.4.4 Level 3 represents and warrants that (a) it has all necessary certifications from the Commission to provide competitive Local Exchange Service and Telecommunications Services throughout the State of Nebraska; (b) it is a provider of Telecommunications Service to Customers in Nebraska; (c) that it shall be acting as a Telecommunications Carrier and providing Telecommunications Services when it exchanges Local Traffic with the RLEC; (d) when it delivers non-Local Traffic to the POI, that Level 3 will be subject to the then applicable exchange access tariff; and (e) this Agreement shall apply to the Operating Company Number (“OCN”) 3232.

2.4.5 Should any representation and warranty identified under Section 2.4 be breached, the Parties agree that non-breaching Party shall have the option to immediately convert the arrangements identified herein to an exchange access arrangement along with the rates, terms and conditions of the non-breaching Party’s applicable exchange access Tariffs based on jurisdiction of the traffic at issue as determined by the “to” and “from” numbers of the underlying call; provided however, that the non-breaching Party notifies the breaching Party in writing of the alleged breach, including documentation substantiating such breach, and the breaching Party does not remedy the breach, or alternatively invoked the Dispute Resolution terms of this Agreement, within 60 days after receipt of such notice thereof; provided further that if a breach is confirmed, either by the alleged breaching Party or through Dispute Resolution, the rates terms and conditions of the non-breaching Party’s intrastate exchange access tariff shall apply to all traffic during the time of the breach.

2.5. Failure to Respond to a Billing Dispute and Over-Forecasted Traffic.

2.5.1. Notwithstanding anything to the contrary in Section 19.8, where a dispute arises with respect to the exchange of traffic under this Agreement and a Party does not respond to such dispute within 60 days of notice of the dispute being given, the Party sending the dispute notice (the “Disputing Party”) may, in its discretion, treat such failure to respond as a default under this Agreement and the Disputing Party may pursue any and all remedies available to it under this Agreement.

2.5.2. The Parties agree that, if there has been an over-forecast of traffic by either Party that requires the other Party to overbuild facilities of at least one DS1 facility or more, the other Party will provide written notice to the Party causing the overbuild of facilities. Upon receipt of the notice, such Party will pay to the other Party its reasonable and documented construction costs for the facility overbuild and the monthly recurring rate as specified in the intrastate tariff rate for each DS1 facility deployed by the Party with overbuilt facilities for the duration of the time the facilities were available for use and not used, by either Party or a third party.

2.5.3. If the Parties are unable to reach agreement on a Party’s compliance with this Section 2.5, either Party may invoke the Dispute Resolution terms of this Agreement.

2.6. Traffic Identifiers, Records and Audits.

2.6.1. To ensure proper implementation of this Agreement, the Party originating traffic shall provide Jurisdictional Information Parameters (JIP), when available, the Automatic Number Identification (“ANI”) or Accurate Calling Party Number (“Accurate CPN”), as defined in Section 2.6.2, (or similar industry standard traffic elements) for all traffic (the “Traffic Identifiers”) in order that the terminating Party can properly identify the telephone number associated with the Customer placing the call. Both Parties agree that they will engineer their respective networks and design their respective systems to deliver traffic in compliance with this Section.

2.6.2. CPN associated with the Customer originating the call must be provided unaltered. Accurate CPN is: (a) a dialable, working telephone number, that when dialed, will reach the Customer to whom it is assigned; and (b) CPN that follows the North American Numbering Standard and can be identified in numbering databases as an active number. Where CPN and/or ANI are not provided on 95% of all traffic delivered to the other Party, the Parties agree that the Party receiving such traffic shall provide written notice to the other Party that it has not received CPN or ANI and thereafter the Parties will work cooperatively to determine the cause of the failure to provide CPN or ANI. If it is mutually agreed the cause is a failure by the delivering Party to pass CPN or ANI it has received, the delivering Party shall pay to the receiving Party, the applicable intrastate or interstate terminating access charges for all traffic identified without CPN or ANI. In the event that the appropriate Traffic Identifiers (*i.e.*, ANI or CPN) are not being passed in the call records, the Parties, upon request by either Party, shall work jointly to investigate the cause of the missing Traffic Identifiers, and shall work jointly to ensure that the missing Traffic Identifiers are provided. If the Parties cannot reach a resolution, it shall be resolved pursuant to Dispute Resolution terms of this Agreement. If a Party is receiving CPN and/or ANI on at least 95% of all calls delivered by the other Party, the remaining 5% will be treated as having the same jurisdictional ratio as the 95% of calls with the Traffic Identifiers.

2.6.3. On all traffic exchanged pursuant to this Agreement, neither Party shall intentionally substitute nor implement any arrangement within its network that generates an incorrect ANI, CPN or other SS7 parameters than those associated with the originating Customer. If a terminating Party determines in good faith through evaluation of its traffic data and other relevant data over a 1-month period, that the originating Party is intentionally substituting or generating incorrect Traffic Identifier parameters on traffic exchanged pursuant to this Agreement, the terminating Party shall provide written notification to the originating Party; provided however, the originating Party may invoke the Dispute Resolution terms under this Agreement if it does not agree. If it is resolved that the originating Party intentionally substituted or generated incorrect Traffic Identifiers, the originating Party shall pay the other Party the difference between the compensation paid (if any) and the applicable access charges, plus interest due under the terms of the applicable access Tariff from the date the traffic would have been billed if such parameters had been passed unaltered. The intentional substitution or generation of incorrect SS7 parameters shall constitute a default of this Agreement subject to Section 9.3. To the extent that the Parties have enlisted the Dispute Resolution procedures under this Section 2.6.3, a default shall not occur while such dispute is pending.

2.6.4 Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement either Party may, upon written notice to the other Party, conduct an audit, during normal business hours, only on the source data/documents that contain information bearing upon the services being provided under the terms and conditions of this Agreement. An audit may be conducted no more frequently than once per 12-month period, and only to verify the other Party's compliance with provisions of this Agreement. The notice requesting an audit must identify the date upon which it is requested to commence, the estimated duration, the materials to be reviewed, and the number of individuals who will be performing the audit. Each audit will be conducted expeditiously. Any audit is to be performed as follows: (a) following at least 60 (sixty) days' prior written notice to the audited Party; (b) subject to the reasonable scheduling requirements and limitations of the audited Party; (c) at the auditing Party's sole cost and expense; (d) of a reasonable scope and duration; and (e) in a manner so as not to interfere with the audited Party's business operations. No original books or records of the Party being reviewed may leave the premises of the Party being reviewed; provided, however, that where reasonably necessary for the Parties to perform their obligations under this Agreement the Parties agree that in order to support its audit findings, the auditing Party may need copies of documents or information reasonably related to issues within the scope of the audit provided by the audited Party during the audit and that, upon reasonable request, such copies shall be provided by the audited Party unless the Dispute Resolution provisions of this Agreement are triggered by the audited Party. Prior to commencing the review, the Party

being reviewed may request the execution of a confidentiality agreement to protect confidential information disclosed through the course of the review at its sole discretion. Each Party shall maintain such relevant records for twenty-four (24) months and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement. If an independent auditor is to be engaged, such auditor shall be selected by the thirtieth (30th) day following the audited party's receipt of written audit notice. The auditing party shall cause the independent auditor to execute a non-disclosure agreement in a form agreed upon by the Parties.

2.6.5. The Parties will provide each other with the proper call information, including all proper translations for routing between networks and any information necessary for billing.

2.6.6 The Parties intend that the provisions of this Agreement shall in all events be interpreted in a manner entirely consistent with ruling reached by the United States Court of Appeals for the Fifth Circuit in *In Re: IntraMTA Switched Access Charges Litigation*, No. 18-10768, May 27, 2020.

2.7. SS7.

2.7.1. In order to assist in tracking and monitoring of traffic that is being exchanged at the POI, both Parties agree to implement and utilize all defined and industry supported SS7 Common Channel Signaling ("CCS") mandatory parameters and procedures, in accordance with ANSI standards, between their respective networks for traffic addressed in this Agreement. Both Parties will provide CCS connectivity in accordance with accepted ANSI standards as well as industry practice and standard technical specifications to support SS7 signaling for call setup for the exchange of Local Traffic at the POI. To the extent RLEC provides ANSI optional parameters for its own use, RLEC shall provide the same to Level 3 for Level 3's review.

2.7.2. For all traffic they deliver to the POI, the Parties agree to cooperate with one another on the exchange of all appropriate unaltered CCS messages for call set-up, including without limitation ISDN User Part (ISUP).

2.7.3. CCS signaling parameters, including, but not limited to, the Jurisdictional Indicator Parameter (JIP), when available, and the originating Customer telephone number (including CPN and/or ANI), Carrier Identification Parameter (CIP), calling party category, Charge Number, etc. will be provided by each Party in conjunction with all traffic it delivers to the POI pursuant to this Agreement.

2.7.4. RLEC agrees to provide CIP within Level 3's SS7 call set-up signaling protocol at no charge.

2.7.5. RLEC shall support 64 Kbps clear channel where it provides such capability to its end users.

2.7.6. Either Party may choose to select a signaling vendor for purposes of providing signaling.

2.7.7. All privacy indicators will be honored.

3. SCOPE AND GENERAL RESPONSIBILITIES OF THE PARTIES

3.1. Scope.

3.1.1. This Agreement is intended, inter alia, to set forth terms, conditions, and rates to

enable specific traffic exchange and Reciprocal Compensation arrangements between the Parties.

3.1.2. Pursuant to Sections 251(a) and (b) of the Act, this Agreement sets forth the terms and conditions for (i) the interconnection of Level 3's network to RLEC's network for the purpose of exchanging Local Traffic, (ii) Reciprocal Compensation arrangements between the Parties and (iii) the provision of ancillary functions by Level 3 and RLEC. The Parties acknowledge and agree that by entering into and performing in accordance with this Agreement, neither Party has waived any applicable rights or exemptions that are provided or available under the Act or under Nebraska law, if any.

3.1.3. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein.

3.1.4. No arrangements under this Agreement may be used for the exchange of paging, CMRS or other wireless traffic (including, by way of example only, intraMTA traffic).

3.1.5. Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned. Parties agree to adhere to all FCC rules and regulations in 47 C.F.R. Part 52; recommendations and best practices of the North American Numbering Council (NANC) that have been approved by the FCC and the guidelines established by the Industry Numbering Committee (INC) of the Alliance for Telecommunications Industry Solutions (ATIS) to which the FCC has directed the industry to adhere.

3.1.6. Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party at all times. Each Party is responsible to input required data into the Routing Data Base Systems (RDBS) and into the Rating Administrative Data Systems (BRADS) or other appropriate systems necessary to update the Local Exchange Routing Guide (LERG).

3.1.7. For direct interconnection the Parties will use the trunk groups established at the POI to route only Local Traffic to one another, pursuant to the terms and conditions of this Section 3.

3.1.8. The interconnection and services provided hereunder may be discontinued (e.g., trunks made busy and/or disconnected) by either Party upon 60 days' written notice to the other Party for repeated or willful violation of and/or a refusal to comply with network maintenance and management obligations of this Agreement in any material respect that has been previously communicated in writing to the non-compliant Party or if a Party uses any service provided under this Agreement in any manner that prevents any carrier from using its telecommunications service or destroys the normal quality or privacy of telecommunications service to other carriers or to either Party's Customers. Interconnection shall not be discontinued if the defaulting Party cures or disputes the alleged violation within the 60-day time frame of receipt of the written notice. The Party discontinuing will notify the appropriate federal and/or state regulatory bodies concurrently with the notice to the other Party of the prospective discontinuance and the other Party may initiate an appropriate action in any such appropriate federal or state agency or governmental entity with competent jurisdiction.

3.2. References to NPA-NXXs. Both Parties warrant and represent that they will maintain the rate center designation of a telephone number and assign its own assigned telephone numbers as well as ensure that any wholesale Customer the Party may serve assigns its telephone numbers in a manner

consistent with FCC rules and industry guidelines in a manner consistent with Section 3.1.5.

3.3. Provision of Facilities.

3.3.1. Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting and, consistent with the terms of this Agreement, to ensure or make arrangements for measuring and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in an acceptable industry standard format, and to terminate the traffic it receives in that acceptable industry standard format to the proper Customer on its network.

3.3.2. Each of the Parties is responsible for installing and maintaining a reliable network and is solely responsible for compliance with national emergency communications plans.

3.4. Customer Services. Each Party is solely responsible for the services it provides to its Customers and to other Telecommunications Carriers.

3.5. Network Blocking Standard. Each Party agrees to adhere to the blocking requirements for interconnection (P.01).

3.6. 911/E911 Connectivity.

3.6.1. Each Party is solely responsible for the receipt and transmission of 911/E911 traffic originated by users of its Local Exchange Services.

3.6.2. In the event that RLEC becomes the 911 service provider that is directly serving a PSAP for any exchange where Level 3 is providing Telecommunications Service under this Agreement, RLEC will provide Level 3 advance notice and the Parties agree to negotiate terms of a separate agreement for the provision of 911 arrangements by RLEC to Level 3.

3.6.3. The Parties acknowledge and affirm that calls to 911/E911 services shall not be routed over the Local Traffic Interconnection trunk groups. To the extent that a Party incorrectly routes 911/E911 traffic over such arrangements, that Party shall fully indemnify and hold harmless the other Party for any claims, including claims of third parties, related to such calls.

3.7. CALEA Compliance. Each Party shall solely be responsible for its compliance with law enforcement agencies and the Communications Assistance for Law Enforcement Act (CALEA)/law enforcement related matters.

3.8. Law Enforcement and Civil Process.

3.8.1. With respect to requests for call content interception or call information interception directed at a Party's Customers, the other Party will have no direct involvement in or responsibility for the law enforcement interface.

3.8.2. Notwithstanding Section 3.8.1, and only where the law enforcement agency requests both Parties' involvement, the Parties agree to work jointly in security matters as required to support law enforcement agency requirements for call content interception or call information interception.

3.8.3. Neither Party will be held liable for any claims or damages arising from compliance with such requests, and the Party serving the Customer agrees to indemnify and hold the other Party harmless against any and all such claims.

3.9. Service Offerings.

3.9.1 Nothing in this Agreement shall be construed to prevent either of the Parties from providing services to or obtaining services from other carriers.

4. INTERCONNECTION ARRANGEMENTS

4.1. General Description of Interconnection Arrangements.

4.1.1. This Agreement provides for direct Interconnection arrangements between the networks of RLEC and Level 3. Additional arrangements that may be mutually agreed to in the future and if necessary and upon request of a Party, will be delineated in an amendment to this Agreement.

4.1.2. The Parties will interconnect their networks for the exchange of Local Traffic as provided for in this Section 4 at the POI as further described and specified in the terms and conditions herein and as listed in Appendix I hereto and incorporated by reference. The Parties will interconnect their networks for the exchange of Local Traffic as provided for in this Section 4 at the POI.

4.1.3. For purposes of this Agreement, the Parties agree that the POI for direct interconnection shall be as reflected in Appendix I of this Agreement. For purposes of direct Interconnection, the POI serves as the operational and financial responsibility hand-off between the Parties' networks.

4.1.4. A new POI can be established or an existing POI reflected in Appendix I moved, only with the consent of both Parties; provided, however, where a new POI is required or an existing POI must be moved such that both Parties comply with the terms of this Agreement to provide Interconnection on a non-discriminatory basis, the Parties will work cooperatively together to establish or move such POI. To the extent either Party requests the other Party to construct new systems or facilities or make modifications to its network, which are otherwise unnecessary for the other Party to comply with the terms of this Agreement to provide interconnection on a non-discriminatory basis at the then-existing POI, payment terms for costs of such systems or facilities, if any, will be negotiated between the Parties on an individual case basis. Neither Party will construct facilities that require the other Party to build unnecessary facilities as provided for in Section 2.5.2. If the Parties are unable to reach agreement on a Party's compliance with this Section 4.1.4, either Party may invoke the Dispute Resolution terms of this Agreement.

4.1.5. Direct connections shall be at a DS1 transmission level (unless, based on telecommunications industry technical standards and practices, both Parties agree that a higher level of transmission facilities is warranted) and shall be determined by the Parties pursuant to the procedures as outlined in Section 5, below.

4.2 Direct Interconnection

4.2.1. The RLEC and Level 3 shall interconnect their respective networks via the installation of direct Interconnection facilities. For direct Interconnection, the POI shall be located at a technically feasible point on the RLEC's network. The Parties agree that the direct Interconnection Point provided in Appendix I shall be a technically feasible point on the RLEC's network. Level 3 will accept one hundred percent (100%) of the responsibility to deliver its originated Local Traffic to and receive the RLEC-originated Local Traffic from the direct Interconnection POI. In return, the RLEC assumes one hundred percent (100%) of the responsibility to deliver its originated Local Traffic to and receive Level 3-originated Local Traffic from the direct Interconnection POI.

4.2.2. Once direct Interconnection is established, both Parties shall route Local Traffic calls to the other Party over the direct Interconnection facilities except in the case of an emergency, temporary equipment failure or technical inability under the circumstances described herein of existing direct Interconnection facilities.

4.2.3. Should Level 3 seek to obtain facilities from RLEC for direct Interconnection facilities physically located within the Certificated Area from the RLEC, the rates for such facilities are noted in Appendix II.

4.2.4 Unless otherwise agreed by the Parties, the Parties agree that they shall be obligated to establish two (2) way Direct Interconnection facilities.

4.2.5. When two-way direct Interconnection trunks are established, each of the Parties shall be responsible for all trunk costs on its side of the Point of Interconnection.

4.3. Nomadic Traffic

4.3.1. The Parties do not plan, and the terms and conditions of this Agreement do not contemplate, the exchange of any Nomadic Calling Traffic. Prior to initiating any Nomadic Calling Traffic, the Party seeking to initiate such Nomadic Calling Traffic may seek an amendment to this Agreement and the Parties shall negotiate such amendment in a manner consistent with the time frames established in Section 252(b) of the Act.

4.3.2. “Nomadic Calling Traffic” means the Nomadic Calling Service traffic that is exchanged between the Parties.

4.3.3. “Nomadic Calling Service” means a service arrangement whereby a Customer with a telephone number assigned to a RLEC’s Rate Center Area may take its customer premises equipment (“CPE”) and use that CPE to make a call to the other Party’s Customer in where the originating call is being made in a Rate Center different from that in which the calling number was originally assigned.

5. COOPERATIVE PROCESS FOR INTERCONNECTION NETWORK MANAGEMENT, INSTALLATION, MAINTENANCE, TESTING AND REPAIR

5.1. Joint Network Implementation. Level 3 and RLEC shall jointly develop an implementation and grooming process for the Interconnection arrangements contemplated in this Agreement which shall define and detail, among other things, the following:

5.1.1. Network blocking, forecasting, utilization and servicing standards to ensure that Interconnection trunk groups experience a grade of service, availability and quality in accord with all appropriate relevant industry-accepted quality, reliability and availability standards;

5.1.2. Each Party shall be obligated to be responsive to the other Party regarding the administration and maintenance of trunks;

5.1.3. The provision by each Party of information related to anticipated major network projects and traffic the Parties exchange that enables each Party to make accurate and independent assessments of network service levels and requirements;

5.1.4. In the event of an outage or trouble in any arrangement, facility, or service being provided by a Party hereunder (the "Providing Party"), the Providing Party will follow procedures for isolating and clearing the outage or trouble that are no less favorable than those that apply to comparable arrangements, facilities, or services being provided by the Providing Party to any other carrier whose network is connected to that of the Providing Party. Level 3 and RLEC may agree to modify those procedures from time to time based on their experience with comparable Interconnection arrangements with other carriers; and

5.1.5. Such other matters as the Parties may agree, including, e.g., where direct Interconnection is used, implementation of high usage trunks to the POI, as sound engineering practices may dictate.

5.2. Installation, Maintenance, Testing and Repair of Interconnection Facilities. The Parties agree to the following with respect to installation, maintenance, testing and repair of its Interconnection facilities:

5.2.1. Each Party shall undertake reasonable efforts to process the other Party's maintenance requests at no less than parity, in terms of timeliness and manner, which the processing Party provides such service to its own Customers.

5.2.2. The Parties agree that upon Effective Date of this Agreement, network planning, trunk ordering/installation/testing and any other network related setup will commence.

5.2.3. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

5.2.4. Promptly notify each other when there is any change affecting the service requested, including the date service is to be started.

5.2.5. Coordinate and schedule testing activities of their own personnel, and as applicable, to ensure Interconnection trunks/trunk groups are installed per the interconnection order, meet agreed upon acceptance test requirements, and are placed in service by the due date.

5.2.6. Perform sectionalization to determine if a trouble condition is located in its facility or its portion of the Interconnection trunks prior to referring any trouble to each other.

5.2.7. Provide each other with a trouble reporting number to a work center that is staffed 24 hours a day/7 days a week.

5.2.8. Immediately report to each other any equipment failure which may affect the Interconnection trunks.

5.2.9. The Parties agree that each will be responsible for all maintenance and repair of trunks/trunk groups on its respective side of the POI.

5.2.9(a) Before either Party reports a trouble condition, it must first use its reasonable efforts to isolate the trouble to the other Party's facilities, service and arrangements. Each Party will advise the other of any critical nature of the inoperative facilities, service, and arrangements and any need for expedited clearance of trouble. In cases where a Party has indicated the essential or critical need for restoration of the facilities, services, or arrangements, the other Party shall use its best efforts to expedite the clearance of trouble. A maintenance service charge may apply whenever either

Party requests the dispatch of the other Party's personnel for the purpose of performing maintenance activity on the direct Interconnection trunks, and any of the following conditions exist, as mutually agreed by the Parties:

(i) Trouble is found in the Interconnection trunks operated by the Party that is the subject of the dispatch request;

(ii) The trouble condition results from equipment, facilities or systems provided by the Party whose personnel were requested dispatched; or

(iii) The requested dispatched Party is dispatched and trouble clearance did not otherwise require a dispatch, and upon dispatch in response to a request for repair verification, the Interconnection trunk does not exceed maintenance limits.

5.2.9(b) If a maintenance service charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, the charge will be canceled. Billing for maintenance service by either Party is based on each half-hour or fraction thereof expended to perform the work requested. The time worked is categorized and billed at one of the following three rates: (1) basic time; (2) overtime; or (3) premium time as defined in the billing Party's approved intrastate access Tariff.

5.2.10. The Parties will exchange appropriate information (e.g., maintenance contact numbers, escalation procedures, network information, information required to comply with law enforcement and other security agencies of the Government) to respond to any network outages, misrouting of traffic, or interference with the other Party's network. Such information may be provided under this section on a Party's website with updates reflected as they occur provided that notice of any web site updates be provided to the other Party.

24-Hour Network Management Contact:

For RLEC:

Repair Contact Number: (888) 262-2661

For Level 3:

Repair Contact Number: (877) 453-8353

5.3. Forecasting Requirements for Direct Interconnection Trunk Provisioning.

5.3.1. For purposes of implementing direct Interconnection, each Party will provide the other a good-faith, a one year forecast for expected trunk utilization. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment are available. Each Party will provide forecast information to the other. No forecast shall be binding upon either Party.

5.3.2. The forecasts will include the number, type and capacity of trunks as well as a description of major network projects anticipated for the following 6 months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecast period.

5.3.3. All requests by Level 3 to RLEC to establish, add, change, or disconnect Interconnection trunks will be made using the industry standard Access Service Request.

5.4. Network Management.

5.4.1. Either Party may use protective network traffic management controls as available in their networks such as, but not limited to, 7-digit and 10-digit code gaps, on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. Level 3 and RLEC will immediately notify each other of any protective control action planned or executed.

5.4.2. The Parties will provide each other with the proper call information, including all proper translations for routing between networks and any information necessary for billing.

5.4.3. The Parties shall provide forty-five (45) days prior notification in writing of any scheduled maintenance activity performed by the Parties that may be service affecting to the other Party.

5.4.4. The Parties will cooperate and share pre-planning information regarding cross-network mass call-ins expected to generate large or focused temporary increases in call volumes. Both Parties will work cooperatively to reduce network congestion caused by such cross-network mass call-ins.

5.4.5. Neither Party will use any service related to or using any of the services provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other carriers or to either Party's Customers, or causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment (individually and collectively, "Network Harm"). If a Network Harm occurs or if a Party reasonably determines that a Network Harm is imminent, such Party will, where practicable, notify the other Party in writing that temporary discontinuance or refusal of service may be required; provided, however, wherever written prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances and in compliance with any applicable FCC or Commission regulations, but only to the extent necessary (i.e., affecting as few End User Customers or facilities as possible for the minimum time period necessary) to address the specific Network Harm. In case of such temporary discontinuance or refusal, such Party shall:

(a) Where the practicability of advance written notice has subsided, notify the other Party in writing of such temporary discontinuance or refusal;

(b) Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal;

(c) Inform the other Party of its right to bring a complaint to the Commission, FCC or court of competent jurisdiction and

(d) Restore the discontinued or suspended services immediately upon the elimination or reasonable mitigation of the Network Harm.

5.5. Queries.

5.5.1. The Parties recognize that some of the Local Traffic to be exchanged under this Agreement may be destined for telephone numbers that have been ported.

5.5.2. For purposes of this Agreement, the Parties agree to perform queries on calls to telephone numbers with portable NXXs per the FCC requirements, which, as of the Effective Date of this

Agreement, is N-1 query. Neither Party shall send unqueried calls to the other Party.

5.5.3. If a Party does not fulfill its N-1 carrier responsibility for originating Local Traffic (the “Non-Querying Party”), the Party (the “Querying Party”) may, if technically feasible, perform default LNP queries on calls to telephone numbers with portable NXXs received from the Non-Querying Party and route the call to the appropriate switch or network in which the telephone number resides. The Non-Querying Party shall be responsible for payment of charges assessed by the Querying Party as identified in Appendix II for “Default Query Service” including any reciprocal compensation assessed by the third party terminating carrier and/or transit charges assessed by a third party tandem provider.

6. COMPENSATION

6.1. Traffic Subject to Reciprocal Compensation. Reciprocal Compensation is applicable for the exchange of Local Traffic defined in this in this Agreement. For the purposes of applying the definition of Local Traffic, the Parties agree that the term “terminating Local Traffic” shall have the same meaning of the term “Non-Access Reciprocal Compensation” as that term is defined and applied in Part 51 of the FCC Rules. As such, the Parties agree that the compensation of such terminating Local Traffic shall be bill and keep. For avoidance of doubt, all Local Traffic exchanged under this Agreement shall be defined and rated based upon the derivation of jurisdiction by a comparison of the called from number to the called to number.

6.2. Traffic Subject to Switched Access Compensation. Access charges apply to all originated and terminated Non-Local Traffic per the appropriate Party’s switched access Tariff. For avoidance of any doubt, and as an example only, non-local VoIP-PSTN Traffic shall be compensable under the RLEC’s intrastate or interstate switched access tariff as determined by the application of the “to” and “from” numbers associated with the specific call at issue.

6.3. Invoicing under the Agreement.

6.3.1. All invoices payable by Level 3 under this Agreement shall be sent to:

Any electronically submitted E-paper or mechanized invoices should be directed to centurylink.invoices@synchronoss.com (one invoice per attachment)

For Paper Invoices (not sent on CD)

CLK01 – Level 3 Communications
CLK01 Media Processing Center
P.O. Box 15700
Phoenix, AZ 85060
Email: centurylink.invoices@synchronoss.com

For CDs, FedEx, UPS, or Overnight Packages

CLK01 – Level 3 Communications
c/o Synchronoss
4020 E. Indian School Rd.
Phoenix, AZ 85018

Level 3 would prefer to receive all billing information in an electronic media format. At the option of RLEC, if RLEC is currently sending paper invoices and RLEC has the ability to supply invoices in a BOSCAPS, CABS, SECABS, or EDI format, RLEC may send an email ndm_ftp_setup@synchronoss.com to set up electronic invoice transmission protocol.

6.3.2. All invoices payable by RLEC under this Agreement shall be sent to:

Arlington Telephone Company
Accounts Payable
P.O. Box400
Blair, Nebraska 68008
Telephone: (402) 426-6200
Email Address: accountspayable@americanbb.com

7. NOTICE OF NETWORK CHANGES/TECHNOLOGY UPGRADES

7.1. Network Changes. If a Party contemplates a change in its network, which it believes will materially affect the exchange of Local Traffic at the POI as provided for under this Agreement, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party, provided, however, that this provision shall not apply to changes necessitated by emergencies or other circumstances outside the control of the Party modifying its network. If an earlier publication of notice of a change is required by Applicable Law, notice shall be given at the time required by Applicable Law.

7.2. Network Upgrades. Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise.

8. LOCAL NUMBER PORTABILITY

8.1 The Parties shall adhere to the requirements of 47 U.S.C. § 153(37), the rules and regulations of the FCC and the rules and regulations of the Commission applicable to the provision of Local Number Portability. Local Number Portability shall only be provided where the telephone number to be ported retains the same Rate Center designation as the same Rate Center where that telephone number was originally assigned.

8.2 The Parties shall exchange and follow Trading Partner Profiles ("TPP") information applicable to Nebraska in order to provide the Parties with the necessary information required to provision a request to port a telephone number. Each Party shall update its TPP information as necessary to maintain the accuracy of its TPP and shall provide such updated TPP to the other Party as soon as practicable.

8.4 Each Party will coordinate LNP activities with the Number Portability Administration Center ("NPAC") as required.

8.5 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original Customer, the ported telephone number will, consistent with industry standards, be released to the NXX code holder, or if thousand block pooling is being used in the rate center, the thousand block holder.

8.6 The Parties agree that traffic will be routed via a Location Routing Number ("LRN")

assigned in accordance with industry guidelines.

8.7 Order LNP Activity Charges

8.7.1 LSR Charges

8.7.1.A The Parties shall reciprocally compensate each other for Local Service Request (“LSR”) orders at rates provided below.

8.7.1.B When a Party (the “Requesting Party”) receives a Customer request to change service from the other Party but retain the Customer’s same telephone number(s), the Requesting Party will submit an LSR to the other Party to commence the process to effect the service change. The charge associated with an LSR Order is thirty dollars (\$30.00) per each request by the Requesting Party to the other Party per Customer -- To be billed to and paid by the Requesting Party.

8.8 Letter of Authorization (“LOA”)

Each Party is responsible for obtaining a LOA from each Customer that requests LNP from one Party to the other Party. Both Parties agree to adhere to the applicable federal and/or state requirements regarding LOAs and preferred carrier freezes.

8.9 Combined LNP Requests

Each Party will accept LNP requests from the other Party for one Customer that includes multiple requests for LNP only where the Customer will retain each of the telephone numbers identified in the LNP request.

8.10 Expedited Order Charge

Expedited order requests will be accepted where reasonable and practical but will be assessed an expedited order charge. The expedited order charge is as agreed to in Appendix II.

8.11 LNP Request Date Modifications/Customer Not Ready

Either Party may request a change in due date prior to the originally scheduled due date without additional charges if the new LNP date is requested during normal business hours and no additional or alternate workforce is needed to complete the modification.

8.12 LNP Request Outside Normal Hours/Additional Work

8.13 If an “LNP Date Modifications/ Customer Not Ready” request is made outside normal business hours (if available) or is made within normal business hours and requires additional internal or outside work force, the Requesting Party (i.e., the Porting-in Party or the New Service Provider for the specific Customer) will be assessed an Expedited Order Charge/LNP Date Modification as found in Appendix II.

9. TERM AND TERMINATION

9.1. Initial Term and Renewals

9.1.1. The initial term of this Agreement shall be for a 2-year term (“Term”), which

shall commence on the Effective Date.

9.1.2. This Agreement shall automatically renew for successive 1-year Terms, unless at least 90 days prior to the end of the Term or any renewal Term, either Party notifies the other Party of its intent to terminate this Agreement or negotiate a successor agreement.

9.1.3. In the case of a notice to terminate, either Party may request negotiation of a successor agreement until the end of the then-current term of this Agreement.

9.2. Successor Agreement Upon Request.

9.2.1. If either Party requests the negotiation of a successor agreement pursuant to Section 9.1.3, except in cases in which this Agreement has been terminated for default pursuant to Section 9.3, then, during the period of negotiation of the successor agreement, each Party shall continue to perform its obligations and provide the services described herein until such time as the successor agreement becomes effective. The Parties expressly agree that the rates, terms, and conditions of the successor agreement shall be retroactive back to the date of termination of this Agreement or such other time period as the Parties may agree, such that all payments made from the date of termination of this Agreement to the effective date of the successor agreement shall be true-up to comply with the rates, terms, and conditions of the successor agreement.

9.2.2. If the Parties are unable to negotiate a successor agreement within the statutory time frame set for negotiations under Section 252(b)(1) of the Act, or any extension as agreed by the Parties, then either Party has the right to submit this matter to the Commission for resolution pursuant to the statutory rules for arbitration under the Act; provided that, as specified in Section 252(a)(2), either Party may, at any time, ask the Commission to participate in the negotiation and mediate any differences; further provided that, if the Parties are unable to negotiate a successor agreement by the end of the Section 252(b)(1) statutory timeframe, or any mutually agreed upon extension thereof, and neither Party submits this matter to the Commission for arbitration, then the Agreement shall terminate at the conclusion of the statutory timeframe or at the end of the extension to the statutory timeframe.

9.3. Termination for Default.

9.3.1. Either Party may terminate this Agreement in whole or in part in the event of a default of the other Party, provided, however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and the defaulting Party does not implement mutually acceptable steps to remedy such alleged default within sixty (60) days after receipt of written notice thereof.

9.3.2. Notwithstanding anything to the contrary in this Section 9, termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect for any act or omission occurring prior to the termination relating to an obligation, which is expressly stated in this Agreement.

9.3.3. The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

9.4. Cancellation Charges. No cancellation charges shall apply.

10. SEVERABILITY

10.1. Non-Severability, Mutually Negotiated, Material Change.

10.1.1. The services, arrangements, terms, and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be non-severable; provided, however, that if any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the remaining sections of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results in a material change to this Agreement.

10.1.2. If a material change occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable time period, either Party may invoke dispute resolution procedures as set forth in this Agreement.

11. INDEMNIFICATION

11.1. General.

11.1.1. Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against any loss, cost, claim, liability, libel, slander, invasion of privacy, damage expense (including reasonable attorney's fees) to third parties, relating to or arising out of libel, slander, invasion of privacy, gross negligence or willful misconduct by the Indemnifying Party, its employees, agents, or contractors in the performance of this Agreement or the failure of the Indemnifying Party to perform its obligations under this Agreement. In the event said loss, cost, claim, liability, damage, or expense to third parties is the result of the fault, in whole or in part, of both Parties to this Agreement, the Parties shall be entitled to indemnification or contribution to the extent permitted by applicable state law governing the apportionment, if any, of said loss, cost, claim, liability, damage or expense. In addition, the Indemnifying Party shall, to the extent of its obligations to indemnify hereunder, defend, settle, or pay for any action or suit brought by a third party against the Indemnified Party. The Indemnified Party shall: (a) notify the Indemnifying Party promptly in writing providing a statement of facts known to the Indemnified Party related to the claim and an estimate of the amount thereof relative to any written claims, lawsuits, or demand by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section; and (b) tender the defense of such claim, lawsuit, or demand to the Indemnifying Party. The Indemnified Party shall also cooperate in every reasonable manner with the defense or settlement of such claim, demand, or lawsuit. The Indemnifying Party shall keep the Indemnified Party reasonably and timely apprised of the status of the claim, demand, or lawsuit. The Indemnified Party shall have the right to retain its own counsel, at its expense, and participate in but not direct the defense.

11.1.2. In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.

11.1.3. The Indemnifying Party shall not be liable under this Section for settlements or compromises by the Indemnified Party of any claim, demand, or lawsuit unless the Indemnifying Party has approved the settlement or compromise in advance or unless the defense of the claim, demand, or lawsuit has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense.

11.1.4. There shall be no indemnification to claims that are paid by the Indemnified Party without written consent which cannot be unreasonably withheld, conditioned, or delayed.

11.1.5. Neither Party shall unreasonably expose each other to risk of damages not covered by indemnity.

11.1.6. The provisions of Section 11 shall survive termination or expiration of this Agreement.

11.2. Duties of the Indemnifying Party. Each Party (“Indemnifying Party”) shall indemnify and hold harmless the other Party (“Indemnified Party”) from and against loss, cost, claim, liability, damage, and expense (including reasonable attorney’s fees) to Customers and other third parties for:

11.2.1. Damage to tangible personal property or for personal injury proximately caused by the gross negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors;

11.2.2. Claims for libel, slander, or infringement of copyright arising from the material transmitted over the Indemnified Party’s facilities arising from the Indemnifying Party’s own communications or the communications of such Indemnifying Party’s Customers; and

11.2.3. Claims for infringement of patents arising from combining the Indemnified Party’s facilities or services with, or the using of the Indemnified Party’s services or facilities in connection with, facilities of the Indemnifying Party.

11.2.4. Notwithstanding this indemnification provision or any other provision in this Agreement, neither Party nor its parent, partners, subsidiaries, Affiliates, agents, servants, or employees, shall be liable to the other for Consequential Damages (as defined in Section 12.2.2).

12. LIMITATION OF LIABILITY

12.1. General. No liability shall attach to either Party, its parents, subsidiaries, Affiliates, agents, servants, employees, officers, directors, or partners for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.

12.2. Limitation of Liability.

12.2.1. Except as otherwise provided in Section 11, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct of the first Party, its agents, servants, contractors or others acting in aid or concert with that Party, except in the case of gross negligence or willful misconduct.

12.2.2. In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, “Consequential Damages”), even if the other Party has been advised of the possibility of such damages.

12.2.3. The provisions of Section 12 shall survive termination or expiration of this Agreement.

13. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

13.1. MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE. NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGES OF TRADE. ADDITIONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD- PARTY.

13.2. THIRD PARTY USE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY THE PARTIES OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

14. REGULATORY APPROVAL

14.1. Filing with Regulatory Authority for Approval.

14.1.1. The Parties understand and agree that this Agreement and any amendment or modification hereof will be filed with the Commission. The Parties mutually agree to submit the Agreement, with the Commission within a reasonable time after obtaining the last required Agreement signature, and to the extent required by FCC rules, may thereafter be filed with the FCC by RLEC; and the Parties further mutually agree that any Commission-required fee associated with any filing under this section shall be split equally between the Parties.

14.1.2. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252(e) of the Act without modification.

14.1.3. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement.

14.2. Action Upon Rejection and Change of Law.

14.2.1. In the event the Commission or FCC rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portions.

14.2.2. This Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

14.3. No Waiver of Position. The Parties agree that their entrance into this Agreement is without prejudice to any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements covered in this Agreement. By entering into this Agreement, neither

Party waives its right or ability to participate in any such regulatory, judicial, or legislative proceedings regarding the proper interpretation and/or application of the Act, including interpretation and/or application that may differ from the terms contained in this Agreement.

15. CHANGE IN LAW

15.1. Agreement Subject to Law. The terms and conditions of this Agreement shall be subject to any and all Applicable Laws.

15.2. Process Applicable to Changes in Law.

15.2.1. Except in the instance where a legislative, regulatory, judicial or other legal action requires immediate change and such action is not stayed (which case the Parties shall comply with the directive of such action), or in the event that any final and non-appealable legislative, regulatory, judicial, or other legal action materially affects any material terms of this Agreement, either Party may, on thirty (30) days written notice require that such Agreement, or such terms thereof be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required or appropriate to reflect the results of such action.

15.2.2. The Parties agree that they will seek to resolve the incorporation into the Agreement of any provisions specifically required by the Changed Law within 90 days of the request for negotiation described herein, or a mutually agreed extension, and, if no agreement is reached, may seek Commission resolution of any unresolved issues.

16. DISPUTE RESOLUTION

16.1. General.

16.1.1. Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without, to the extent possible, litigation.

16.1.2. Except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

16.2. Informal Resolution of Disputes.

16.2.1. At the written request of a Party, each Party will, within 15 days of such request, appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement.

16.2.2. The Parties intend that non-lawyer, business representatives conduct these negotiations, with the location, format, frequency, duration, and conclusion of these discussions left to the discretion of the representatives.

16.2.3. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations.

16.2.4. Discussions and correspondence among the representatives for purposes of these

negotiations shall be treated as Confidential Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties; provided however, that documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

16.3. Formal Dispute Resolution.

16.3.1. If negotiations conducted pursuant to Section 16.2 fail to produce an agreeable resolution within 90 days of the request, or other extension as agreed by the Parties, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided however, that upon mutual agreement of the Parties such disputes may also be submitted to binding commercial arbitration.

16.3.2. In the case of an arbitration, each Party shall bear its own costs. The Parties shall equally split the fees of any mutually agreed upon arbitration procedure and the associated arbiter.

16.4. Continuous Service. The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their payment obligations including making payments in accordance with this Agreement.

17. COORDINATION WITH TARIFF TERMS

17.1. General. Subject to the provisions of Section 2.2, and where otherwise explicitly noted in this Agreement, the Parties acknowledge that some of the services, facilities, and arrangements described herein are or will be available under and subject to the terms of the federal or state Tariffs of the other Party applicable to such services, facilities, and arrangements.

17.2. Current Versions. To the extent a Tariff or price list of the Providing Party applies to any service, facility, and arrangement described herein such as, by way of example only, the delivery or termination of Non-Local Traffic, the Parties agree as that those rates and charges for services, facilities, and arrangements that reference a rate contained in an existing Tariff or price list of the Providing Party, shall conform with those contained in the then-effective Tariff and vary only in accordance with any changes that may be made to the Tariff or price lists rates and charges subsequent to the effective date of the Tariff or price list.

18. COMPLIANCE WITH LAWS

18.1. General. The terms and conditions of this Agreement shall be subject to any and all Applicable Law, rules or regulations that subsequently may be adopted by any federal, state, or local government authority. Any modifications to this Agreement occasioned by such change shall be effected through good faith negotiations as provided for in Section 16.

18.2. Addressing Future Regulatory Actions.

18.2.1. The Parties recognize that the FCC has issued and may continue to issue the regulations implementing the Act that affect certain terms contained in this Agreement.

18.2.2. In the event that any one or more of the provisions contained herein is inconsistent with any applicable rule contained in such FCC regulations, the Parties agree to make only

the minimum revisions necessary to eliminate the inconsistency and amend the affected provisions.

18.3. Non-Regulatory Changes in Applicable Law.

18.3.1. In the event any change in Applicable Law other than FCC regulations requires modification of any material terms contained in this Agreement or if any of the definitions that are expressly taken from the Act are amended in any material fashion, either Party may request a renegotiation of the terms that require direct modification as well as of any terms that are reasonably affected thereby.

18.3.2. If neither Party requests a renegotiation or if an Applicable Law requires modification of any non-material terms, then the Parties agree to make only the minimum modifications necessary via an amendment, and the remaining provisions of this Agreement shall remain in full force and effect.

18.4. Jurisdiction of Claims.

18.4.1. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC and the Act.

18.4.2. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with the Commission, and the exclusive remedy for such claims shall be as provided for by such Commission.

18.4.3. In all other respects and as provided for in Section 19.6, this Agreement shall be governed by the domestic laws of the State of Nebraska without reference to conflict of law provisions.

19. MISCELLANEOUS

19.1. Authorization.

19.1.1. RLEC is a corporation duly organized, validly existing and in good standing under the laws of the State of Nebraska, and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.

19.1.2. Level 3 is a limited liability company as applicable duly organized, validly existing and in good standing under the laws of the State of Delaware, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

19.2. Independent Contractor. Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties.

19.3. Other Relationships. Nothing contained in this Agreement shall make either Party the employee of the other, create a partnership, joint venture, or other similar relationship between the Parties, or grant to either Party a franchise, distributorship, or similar interest.

19.4. Force Majeure.

19.4.1. Neither Party shall be responsible for delays or failures in performance resulting

from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: pandemics, epidemics, extreme weather conditions (including, but not limited to, hurricanes, tornadoes, storms, earthquakes, floods), fire, explosions, power failure that exceeds back up power requirements under law or regulation, acts of God, boycotts, strikes, lockouts, war, revolution, civil commotion, or acts of terrorism; any law, order, regulation, ordinance or requirement of any government or legal body; or other work interruptions by employees or agents not within the reasonable control of the non-performing Party.

19.4.2. In such event, the affected Party shall, subject to the last sentence of this section, upon giving prompt written notice to the other Party, be excused from such performance on a day-to-day basis to the extent of any interference with the affected Party's obligations under this Agreement (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations relate to the Force Majeure event causing the interference); and the affected Party shall use its best efforts to avoid or remove the causes of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease. If written notice is determined by the informing Party to not be reasonable under the circumstances the Party alleging the Force Majeure event shall, in the interim, take reasonable steps to orally inform the other Party of the event and provide the written notice once such notice is reasonable under the circumstances."

19.4.3. Each Party agrees to treat the other Party in parity with the manner in which it treats itself and any other entities with regard to a Force Majeure event.

19.5. Confidentiality.

19.5.1. All information, including but not limited to specification, copies, whether paper or electronic, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with Customer-specific, facility-specific, or usage-specific information, other than customer information communicated for the purpose of publication or directory database inclusion, or (ii) in written, graphic, electronic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary," or (iii) communicated orally and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) calendar days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party.

19.5.2. Each Party shall keep all of the other Party's Proprietary Information confidential in the same manner it holds its own Proprietary Information confidential (which in all cases shall be no less than reasonable) and shall use the other Party's Proprietary Information only for performing the covenants contained in this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.

19.5.3. Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information that:

(a) Was, at the time of receipt, already known to the receiving Party free of any obligation to keep it confidential as evidenced by written records prepared prior to delivery by the disclosing Party; or

(b) Is or becomes publicly known through no wrongful act of the receiving

Party; or

(c) Is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or

(d) Is independently developed by an employee, agent, or contractor of the receiving Party that is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or

(e) Is approved for release by written authorization of the disclosing Party; or

(f) Is required to be made public by the receiving Party pursuant to Applicable Law or regulation, provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

19.5.4. The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.

19.5.5. The Recipient agrees to return all Confidential Information to the Discloser in tangible form received from the disclosing Party (the "Discloser"), including any copies made by the Recipient within 30 calendar days after a written request is delivered to the Recipient, or may destroy all such Confidential Information with confirmation to Discloser except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement; provided, however, a Party demonstrates that a copy of any such Proprietary Information is necessary for that Party's surviving obligation under this Agreement or any future operations it may engage in.

19.5.6. . If either Party knowingly loses or makes an unauthorized disclosure of the other Party's Confidential Information, it will notify such other Party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.

19.5.7. In the event that either Party obtains information about the other Party's Customer whose privacy is protected by Section 222 of the Act, the obtaining Party agrees to protect the privacy of such information about the other Party's Customer in accordance with Section 222.

19.5.8. A Party may request (the "Requesting Party") a nondisclosure agreement of the other Party (the "Non-Requesting Party") under this section.

19.6. Choice of Law. The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, except for its conflicts of laws provisions. In addition, insofar as and to the extent federal law may apply, federal law will control.

19.7. Assignment.

19.7.1. Either Party may assign this Agreement or any of its rights or obligations hereunder to a third party, with the other Party's prior written consent, which consent shall not be unreasonably withheld.

19.7.2. Any assignment or delegation in violation of this Section 19.7 shall be void and ineffective and constitute a default of this Agreement.

19.7.3. No prior written consent but written notice will be required in the event of assignment to a parent owning a majority of the Party, or a majority owned subsidiary of the Party, provided that such assignment shall not relieve the assigning Party of its obligations hereunder unless otherwise agreed to by the Parties.

19.8. Handling of Billing and Payment: Disputed Amounts.

19.8.1. In consideration of the services and facilities provided under this Agreement, each Party shall bill the other Party on a monthly basis all applicable charges set forth in this Agreement. The Party billed (“Billed Party”) shall pay to the invoicing Party (“Billing Party”) all undisputed amounts within forty-five (45) days after the bill date. If the payment due date is a Saturday, Sunday, or a designated bank holiday, payment shall be made by the next business day. Neither Party shall back bill the other Party for services provided under this Agreement that are more than two (2) years old or that predate this Agreement. If a Party fails to bill for a service within two (2) years of when it was rendered, then that Party waives its rights to bill for that service, absent fraud or willful misconduct by the Billed Party.

19.8.2. The Billing Party will send monthly invoices to the Billed Party within ten (10) calendar days from the date of the invoice.

19.8.3. Each Party shall ensure bills and payments reference the specific company name and billing account for which traffic is being billed or paid. Invoices between the Parties shall be clearly organized and charges must be accompanied by a brief, clear, non-misleading description of the service or services rendered including the minutes of use, the rate applied, and whether the charge is for facilities or usage. Invoices not complying with this section shall not be paid until re-issued in the proper format. The Parties shall also exchange billing information to process claims and adjustments as between themselves and on behalf of their Customers.

19.8.4. Billing Disputes for Unpaid Amounts. If any portion of any amount due to a Billing Party under this Agreement is withheld and subject to a bona fide dispute between the Parties, the Billed Party shall, within sixty (60) days of its receipt of the invoice containing such disputed amount, give written notice to the Billing Party of the amounts it disputes (“Disputed Amounts”) and include in such notice the specific details and reasons for disputing each item.

19.8.4.1. The Billed Party shall pay when due all undisputed amounts to the Billing Party.

19.8.4.2. The Parties will work together in good faith to resolve issues relating to the disputed amounts.

19.8.4.3. If the dispute is resolved such that payment of the disputed amount is required, whether for the original amount or for the settlement amount, the Billed Party shall pay the full disputed or settlement amounts with interest calculated from the original due date at the lesser of 1.5% per month or the highest rate of interest that may be charged under applicable Nebraska law.

19.8.4.4. The dispute is resolved such that payment is not required, the Billing Party will issue the Billed Party a credit for the Disputed Amounts, and any late payment or interest charges if applicable, within two (2) billing cycles following the date of resolution of the dispute.

19.8.4.5. If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) calendar days after delivery to the Billing Party of notice of the Disputed Amounts, the Dispute Resolution procedures in Section 16 shall be

used.

19.8.4.6. Notwithstanding anything to the contrary herein, the Billing Party may initiate a complaint proceeding with the appropriate regulatory If or judicial entity if unpaid undisputed amounts become more than ninety (90 days) past due, provided that the Billing Party gives an additional thirty (30) days' notice and opportunity to cure the default.

19.8.5. Billing Disputes for Paid Amounts. If any portion of an amount paid to a Billing Party under this Agreement is thereafter subject to a bona fide dispute by the Billed Party ("Disputed Paid Amount"), the Billed Party may provide written notice to the Billing Party of the Disputed Paid Amount, and seek a refund of such amount, at any time prior to the date that is two (2) years after the receipt of a bill containing the Disputed Paid Amount ("Notice Period"). If the Billed Party fails to provide written notice of a Disputed Paid Amount within the Notice Period, the Billed Party waives its rights to dispute its obligations to pay such amount, and to seek refund of such amount, absent fraud or willful misconduct by the Billing Party. If it is determined that the Billed Party is entitled to a refund of all or part of the Disputed Paid Amount, the Billing Party will, within sixty (60) days after such determination, refund such amount, together with interest from the date written notice of the Disputed Paid Amount was given at the interest rate set forth in Section 19.8.4.3.

19.8.6. The Parties agree that all negotiations pursuant to this Section 19.8 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

19.9. Upon termination or expiration of this Agreement in accordance with this Section:

19.9.1. Each Party shall comply immediately with its obligations as set forth above;

19.9.2. Each Party shall promptly pay all undisputed amounts owed under this Agreement; and

19.9.3. The provisions of Section 19 shall survive termination or expiration of this Agreement.

19.10. Notices. Except as otherwise provided in this Agreement, notices given by one Party to the other Party under this Agreement shall be in writing and shall be: (a) delivered by express delivery (with a scanned copy also sent to the email addresses if listed below); or (b) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested (with a scanned copy also sent to the email addresses if listed below), to the following addresses of the Parties:

To: Level 3

Lumen
Attn: Gary Black
VP Carrier Relations
1025 Eldorado Blvd.
Broomfield, CO 80021
Phone: (720) 888-2000
Email: gary.black@lumen.com

With a copy to:
Lumen

To: RLEC

Jane Sutherland
Regulatory Manager
PO Box 400
Blair, NE 68008
Email: jsutherland@americanbb.com
Tel: (402) 426-6242

With a copy to:
Timothy Johnson

Attn: Scott Seab
Associate General Counsel – Regulatory
Location: COL00-23
1025 Eldorado Blvd.
Location: COL00-23
Broomfield, CO 80021
Email: scott.seab@lumen.com
Email2: legal.interconnection@lumen.com

President
PO Box 400
Blair, NE 68008
Email: tjohnson@americanbb.com
Tel: (402) 426 6200

or to such other address as either Party shall designate by proper written notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail, or (iii) 3 calendar days after mailing in the case of first class or certified U.S. mail, with a scanned copy to the email addresses if listed above. Either Party may unilaterally change its designated representative and/or contact information for the receipt of notices by giving seven (7) days prior written notice to the other Party in compliance with this Section.

19.11. Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

19.12. No Third Party Beneficiaries; Disclaimer of Agency.

19.12.1. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third party beneficiary rights hereunder.

19.12.2. Except for provisions herein expressly authorizing a Party to act for the other Party, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party.

19.12.3. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

19.13. No License.

19.13.1. Nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party.

19.13.2. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights. This provision shall not be construed to prohibit either Party from identifying the other Party in truthful advertisements under "fair use" principles of applicable law. Nothing in the preceding sentence shall be construed to expand or contract either Parties' rights or obligations under "fair use" principles of applicable law.

19.13.3. Any intellectual property which originates from or is developed by a Party shall

remain in the exclusive ownership of that Party. No license in patent, copyright, trademark, service mark, trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled, or licensable by a Party, is licensed, granted, or otherwise transferred to the other Party nor shall any license be implied or arise by estoppel. It is the responsibility of the Parties to ensure, at no separate or additional cost to the other Party, that the Party has obtained any necessary licenses (in relation to intellectual property of third parties used in the Party's network) to the extent of the Party's own use of facilities or equipment (including software) in the provision of service to the Party's Customers.

19.13.4. Each Party is strictly prohibited from any use of the other Party's trademarks, tradenames, assumed names, or logos (collectively, "Marks"), including, but not limited to, in sales, in marketing, or in advertising of telecommunications services. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise, or market that it is the same as the other Party or engage in any other activity that results in the likelihood of confusion between its own service and the service of the other Party.

19.14. Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Customers based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party; provided however, that each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

19.15. Entire Agreement. The terms contained in this Agreement and any Appendix, Tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written.

19.16. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

19.17. Modification, Amendment, Supplement, or Waiver.

19.17.1. No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by an authorized representative of each Party.

19.17.2. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options.

19.18. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns.

19.19. Publicity. Neither Party shall use the name of the other Party in connection with this Agreement in a press release or statement without the prior consent of the other Party, which consent shall

not be unreasonably withheld.

19.20. Taxes and Fees. Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party expressly is permitted by law to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or net income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be exempt from taxes, fees or surcharges, the purchasing Party shall furnish the providing Party a proper resale, tax or other exemption certificate, including a USF exemption certificate, as authorized or required by statute or regulation by the jurisdiction providing said resale or other exemption. To obtain the exemption the purchasing Party shall timely provide applicable tax exemption or resale certificates or forms to the providing Party. For the avoidance of doubt, each Party shall be responsible for any taxes or fees based on its net income. The Parties agree to cooperate with each other on matters related to taxes, fees or surcharges arising from this Agreement.

19.21. Local Dialing Parity. RLEC shall permit Level 3 Customers within a Local Calling Area to dial the same number of digits to make a local telephone call as RLEC Customers dial.

19.22. Robocall Mitigation.

19.22.1. For robocall authorization, each Party shall adhere to all federal rules and regulations applicable to it.

19.22.2. For robocall traceback, each Party shall adhere to all applicable federal rules and regulations applicable to it.

19.23. Waivers. Any failure by either Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

19.24. Compliance with Law. The Parties shall comply with applicable orders, rules, or regulations of the FCC and Commission and Federal and State law during the term of this Agreement.

19.25. Insurance. Each Party warrants to the other Party that it has and will maintain insurance in compliance with applicable state and federal law.

19.26. Directory Listings Service. Level 3 currently works directly with a third party publisher in order to make its directory listings available to any and all publishers. Any charges for directory listings or distribution will be between Level 3 and publisher.

19.27. Authority. The undersigned signatories represent that they have the authority to execute this Agreement on behalf of their respective companies.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement between Arlington Telephone Company and Level 3 Communications, LLC to be executed as of the dates listed below.

Level 3 Communications, LLC

Arlington Telephone Company

By: *Gary R Black Jr*
Gary R Black Jr (Apr 27, 2022 10:04 MDT)

By: _____

Name: Gary Black

Name: _____

Title: VP Carrier Relations

Title: _____

Date: Apr 27, 2022

Date: _____

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement between Arlington Telephone Company and Level 3 Communications, LLC to be executed as of the dates listed below.

Level 3 Communications, LLC

Arlington Telephone Company

By: _____

By: Timothy K. Johnson

Name: Gary Black

Name: Timothy K Johnson

Title: VP Carrier Relations

Title: President General Manager

Date: _____

Date: 4/12/2022

APPENDIX I

Direct Network Connection Information Establishing POI on RLEC's Network

RLEC Switch CLI	RLEC Rate Centers	Address on POI Located Within the RLEC's Network	LEVEL 3 CLI
BLARNEXHDS1	Arlington*	1638 Lincoln St. Blair, NE 68008	BLLVNEBL5MD

*Interconnection on a direct Interconnection basis with RLEC's Arlington Rate Center will provide for inclusion of the following exchanges in the Local Calling Area: Bennington, Blair, Elkhorn, Fort Calhoun, Fremont, Gretna, Kennard, Omaha, Springfield, Valley and Waterloo in Nebraska and Carter Lake in Iowa.

The Parties will provide Local Number Portability as provided for in this Agreement in the Arlington Rate Center.

**APPENDIX II (RATE TABLE)
DETAILED SCHEDULE OF ITEMIZED CHARGES**

A. RLEC Services, Facilities, and Arrangements:

RLEC Service	Non-recurring	Recurring
Reciprocal Compensation for Local Traffic	None	None

B. LEVEL 3 Services, Facilities, and Arrangements:

LEVEL 3 Service	Non-recurring	Recurring
Reciprocal Compensation for Local Traffic	None	None

C. RLEC charges for direct interconnection facilities physically located within the Certificated Area:

Channel mileage per mile or portion thereof:

American Broadband Nebraska, Inc. Intrastate Access Service Catalog, Section 17.2.2

Channel termination charge per channel:

American Broadband Nebraska, Inc. Intrastate Access Service Catalog, Section 17.2.2

Trunk Ordering Charge:

American Broadband Nebraska, Inc. Intrastate Access Service Catalog, Section 17.2.2

D. Charges Applicable to Both Parties

- | | | |
|-----------|---|--|
| 1. | Expedited Order Charge*: | ICB |
| 2. | LNP LSR Charge*: | \$30.00 |
| 3. | LNP Date Modification Charge*: | \$12.00 |
| 4. | Additional Testing Charge*: | \$60.00 based on a minimum of one hour |
| 5. | Third Party Charges incurred for Default Query Service*: | Pass-Through |

**Reciprocal Charges*

Interconnection Agreement Application

Applicant #1

Company Name: Arlington Telephone Company

Current Authority: Incumbent Local Exchange Carrier

Contact Person: Jane Sutherland

Address: P.O. Box 400

City, State, Zip: Blair, NE 68008

Phone: 402-426-6242 E-Mail: jsutherland@americanbb.com

Applicant #2

Company Name: Level 3 Communications, LLC

Current Authority: Competitive Local Exchange Carrier

Contact Person: Barry Orrel

Address: 700 W. Mineral Ave.

City, State, Zip: Littleton, CO 80120

Phone: 720-387-3192 E-Mail: Barry.Orrel@centurylink.com

Type of Filing: SGAT Negotiated

252(i): Provide docket number of the agreement you are adopting: N/A

Amendment: Provide docket number of the original agreement: N/A

Copies of Interconnection Agreement:

X Have you included an original (signed by both parties) of the agreement/amendment and one copy? Yes

X Have you included an electronic copy of the agreement/amendment? Yes

X Have you included the \$200.00 filing fee? Yes