

Nebraska Public Service Commission

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June 9, 2022

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VIA HAND DELIVERY

The Nebraska Public Commission
1200 N Street, Suite 300
Lincoln NE 68508

RE: Application for Approval of Interconnection Agreement

To Whom it May Concern:

Enclosed for filing please the following:

1. Application for Approval of Interconnection Agreement between Cozad Telephone Company and Level 3 Communications, LLC;
2. Original and one (1) copy of Interconnection Agreement;
3. Check in the amount \$200 for filing fees.

I have also provided an electronic copy of the Interconnection Agreement by email today to the Commission's Telecommunications staff.

Please let me know if you have any questions or concerns.

Yours very truly



Russell A. Westerhold
NOWKA & EDWARDS

Enc:

cc: Level 3 Communications via email

RECEIVED*By Susan Horn at 2:01 pm, Jun 09, 2022*

REV. 04-10-02

Interconnection Agreement Application**Applicant #1**Company Name Cozad Telephone CompanyCurrent Authority ILECApplication No. C-1604Contact Person Dreu YoungAddress 122 E. 7th StreetCity, State, Zip Cozad NE 69130Phone (308) 784-4044

E-Mail

dyoung.ctc@cozadtel.net**Applicant #2**Company Name Level 3 Communications, LLCCurrent Authority CLECApplication No. C-1876Contact Person Gary Black - VP Carrier RelationsAddress 1025 Eldorado Blvd. Location: COL00-23City, State, Zip Broomfield CO 80021Phone (720) 888-2000

E-Mail

Gary.BlackJr@lumen.com**Type of Filing:**☐

SGAT

☒

Negotiated

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

C-_____

Amendment: Provide docket number of the original agreement:

C-_____

Copies of Interconnection Agreement:☒Have you included an original (signed by both parties) of the agreement/amendment **and** one copy?☒Have you included **an electronic copy** of the agreement/amendment?☒Have you included the **\$200.00** filing fee?

NETWORK INTERCONNECTION AGREEMENT

by and between

Cozad Telephone Company

and

Level 3 Communications, LLC

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NETWORK INTERCONNECTION AGREEMENT

July 16, 2019

Pursuant to this Network Interconnection Agreement (“Agreement”), Level 3 Communications, LLC (“Level 3”) with offices at 1025 Eldorado Blvd, Broomfield, CO 80021 and, Cozad Telephone Company (“RLEC”) with offices at 122 E. 7th Street, Cozad, NE 69130 (collectively the “Parties”) agree to interconnect with each other in which they both operate as Local Exchange Carriers within the State of Nebraska, as described and according to the terms, conditions and pricing specified hereunder.

WHEREAS, Level 3 and RLEC are Commission-certificated providers of local exchange service in the State of Nebraska; and,

WHEREAS, the Parties, desire to interconnect their networks directly via a technically feasible point of interconnection located on the RLEC network solely to provide Telecommunications Services for the exchange of Local Traffic as provided for herein;

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks as set forth herein;

WHEREAS, the Telecommunications Act (“Act”) has specific requirements for all local exchange carriers, and the Parties intend that this Agreement meet those requirements specifically identified for herein; and

WHEREAS, the Parties agree that this Agreement is limited to those arrangements applicable to all Local Exchange Carriers under §251(a) and, §251(b), and the procedural requirements of §252 of the Act.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Level 3 and RLEC hereby agree as follows:

This Agreement sets forth the terms, conditions and pricing under which RLEC and Level 3 (individually, a “Party” and collectively, the “Parties”), both operating as Local Exchange Carriers, will offer and provide to each other Interconnection within the State of Nebraska that is within the RLEC Commission Certificated Area. Notwithstanding this mutual commitment, the Parties enter into this Agreement without waiver or prejudice to any positions they have taken previously, or may take in the future, in any legislative, regulatory, or other public forum, including proceedings which may affect the terms of this Agreement. Moreover, neither Party shall in any public or private forum, except as noted below, represent that the other Party’s acceptance of any particular term hereof relates in any way to the proper outcome of any rulemaking proceedings under the Act now underway or hereafter to be conducted by the FCC or the Commission.

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1.

1.1 “Act” or “Telecommunications Act” means the Communications Act of 1934 (47 U.S.C. 151 *et. seq.*), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules, regulations and orders of the FCC or the Commission.

1.2 “Agreement” means this network interconnection agreement and all Appendices appended hereto.

1.3 “Applicable Law” means all laws, regulations, and orders applicable to each Party’s performance of its obligations hereunder.

1.4 “Calling Party Number” or “CPN” is a Common Channel Signaling (“CCS”) 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 entity that is used to terminate Customer station lines for the purpose of interconnection to each other and to trunks and is not part of a Host/Remote Complex;

1.5.2 “Host Office” is considered an End Office when a Host/Remote Complex has been deployed by the RLEC;

1.5.3 “Tandem Switch” or “Tandem Office” or “Tandem” is a switching entity 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. A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.5.4 “Remote Switching Module/System” or “Host/Remote Complex” is a small remotely controlled electronic End Office Switch which obtains call processing capability from an electronic host central office and, when a Host/Remote Complex has been deployed by the RLEC, is referred to as the “Remote Office”. The Remote Switching Module/System cannot accommodate direct trunks.

1.6 “Certificated Area” means solely the geographic area that comprises the RLEC’s Rate Center Area where Interconnection has been established.

1.7 “Commission” means the Nebraska Public Service Commission.

1.8 “Common Channel Signaling” or “CCS” or “SS7” means a method of transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data traffic of the call. “SS7” means the common channel out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (“CCITT”) and the American National Standards Institute (“ANSI”). RLEC and Level 3 currently utilize this out-of-band signaling protocol. “CCSAC” or “CCSAS” means the common channel signaling access connection or service, respectively, which connects one Party’s signaling point of interconnection (“SPOI”) to the other Party’s STP for the exchange of SS7 messages.

1.9 “Customer” means a third-party residence or business end user, Numbering Partner or wholesale subscriber to Telecommunications Services provided by either of the Parties.

1.10 “Digital Signal Level 1” or “DS-1” means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS-1 is the initial level of multiplexing.

1.11 “Digital Signal Level 3” or “DS-3” means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

1.12 “Effective Date” means the date of Commission action approving this Agreement.

1.13 “Exchange Access” is defined in the Act and FCC regulations and means the offering of access to Telephone Exchange Services or facilities for the purpose of the origination or termination of Telephone Toll Services, and, for purposes of this Agreement, shall also mean any such other service that a Party may order (the “Ordering Party”) from the other Party’s exchange access tariff so that the Ordering Party can fulfill its obligations under this Agreement.

1.14 “FCC” means the Federal Communications Commission.

1.15 “Interconnection” means the indirect or direct physical linking of two networks for the mutual exchange of traffic.

1.16 “IntraLATA Toll Traffic” means those intraLATA calls that are not defined as Local Traffic in this Agreement.

1.17 “Local Access and Transport Area” or “LATA” is defined in the Act and means a contiguous geographic area: (a) established before the date of enactment of the Act by a Bell operating company such that no Exchange Area includes points within more than one (1) metropolitan statistical area, consolidated metropolitan statistical area, or State, except as expressly permitted under the AT&T Consent Decree; or (b) established or modified by a Bell operating company after such date of enactment and approved by the FCC.

1.18 “Local Calling Area” is the geographic area of a Rate Center as defined in the RLEC local service Tariff within which an RLEC End User can make a non-toll call.

1.19 “Local Exchange Carrier” or “LEC” is defined in the Act.

1.20 “Local Exchange Routing Guide” or “LERG” means information for the routing of services operated by Telcordia.

1.21 “Local Number Portability” or “LNP” means the ability of users of Telecommunications Service to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another.

1.22 “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 to the terminating Customer, that is originated by a Customer of one Party on that Party’s network and terminates to a Customer of the other Party on that other Party’s network, where both originating and terminating Customers are physically located within the geographic area served by the RLEC’s Exchange Area where Interconnection is sought, or originates and terminates within the same Local Calling Area.

1.23 “Non-Local Traffic” or “Excluded Traffic” means any traffic, including any traffic originated by or ultimately terminated to a Commercial Radio Mobile Service licensee or provider or traffic subject to exchange access intercarrier compensation regimes, and is therefore not within the definition of Local Traffic.

1.24 “Numbering Partner” means the carrier from which an interconnected VoIP provider obtains numbering resources. A Numbering Partner must be authorized to receive numbers from NANPA, and has responsibility to comply with the FCC numbering rules, including LNP requirements.

1.25 “Numbering Plan Area” or “NPA” is also sometimes referred to as an area code as provided for in the North American Numbering Plan. There are two general categories of NPAs, “Geographic NPAs” and “Non-Geographic NPAs.” A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a “Service Access Code” or “SAC Code,” is typically associated with a specialized Telecommunications Service which may be provided across multiple geographic NPA areas; 800, 888, 900, 700 and 500 are examples of Non-Geographic NPAs.

1.26 “NXX” or “NXX Code” means the first three digits of a seven-digit telephone number.

1.27 “Point of Interconnection” or “POI” means the physical location at which the Parties’ networks meet for the purpose of exchanging Local Traffic where the connection is intended to exchange Local Traffic that originates and terminates within the Local Calling Area of the RLEC’s Host Office.

1.28 “Rate Center Area” or “Exchange Area” means the specific geographic point and corresponding geographic area which has been identified by a given LEC as being associated with a particular NPA-NXX code assigned to the LEC for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic areas which the LEC has identified as the areas within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area. A “Rate Center Point” is a specific geographic point, defined by a V&H coordinate, located within the Rate Center Area and used to measure distance for the purpose of billing Customers for distance-sensitive Telephone Exchange Services and Toll Traffic.

1.29 “Reciprocal Compensation,” for the purposes of the Agreement, refers to remuneration received by one Party to recover its costs for receiving and terminating Local Traffic.

1.30 “Signaling Transfer Point” or “STP” means a specialized switch that provides SS7 network access and performs SS7 message routing and screening.

1.31 “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.

1.32 “Telecommunications” is as defined in the Act.

1.33 “Telecommunications Carrier” is as defined in the Act.

1.34 “Telecommunications Service” is as defined in the Act, and to the extent that applicable FCC rules and regulations treat the yet classified interconnected VoIP service as a telecommunications service, the Parties will comply with such FCC rules and regulations.

1.35 “Telephone Exchange Service,” sometimes also referred to as “Exchange Service,” is as defined in the Act.

1.36 “Telephone Toll Service” is as defined in the Act.

1.37 “Termination” means the switching of Local Traffic at the terminating Party’s End Office Switch, or equivalent facility, and delivery of such traffic to that Party’s Customer.

1.38 “Transport” shall mean the transmission of Local Traffic subject to Section 251(b)(5) of the Act from the Point of Interconnection between the Parties to the terminating carrier’s Host End Office Switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC.

2.0 INTERPRETATION, CONSTRUCTION, AND SCOPE OF AGREEMENT

2.1 All references to Sections, Exhibits and Appendices shall be deemed to be references to Sections of, and Appendices to, this Agreement unless the context shall otherwise require. The headings used in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including RLEC, Level 3, or other third party offerings, guides or practices), statute, regulation, rule or Tariff is to such agreement, instrument, statute, regulation, or rule or Tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or Tariff, to any successor provision).

2.2 Subject to the terms set forth in Section 4 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. 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. If any provision contained in this main body of the Agreement and any Appendix hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of the Agreement shall prevail. 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. The Parties agree to give notice of all proposed Tariff or price list changes pursuant to Commission rules and orders.

2.3 This Agreement addresses the terms and conditions under which Level 3 and RLEC agree to exchange only Local Traffic between their respective Customers by a direct connection at the Point of Interconnection ("POI") in accordance with this Agreement, which is located within the geographic area served by the applicable RLEC Remote Switching Module. 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 Remote Office or the End Office or identified by other means of establishing the originating and terminating points for such traffic as both points being within the Certificated 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.

2.4 This Agreement is intended, *inter alia*, to describe and enable specific Interconnection and Reciprocal Compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein.

2.5 Level 3 represents that it is a provider of Telecommunications Service to Customers in Nebraska. Level 3 NPA/NXXs are listed in the LERG and only to Local Traffic exchanged with RLEC.

2.6 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 1534 in the State of Nebraska.

2.7 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.

2.8 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 4 below. The Parties further agree that all Local Traffic and Non-Local Traffic shall be exchanged under this Agreement through the use of Time Division Multiplex ("TDM") protocol. When RLEC plans to exchange traffic with other carriers primarily in a protocol other than TDM, the RLEC shall provide notice to Level 3 of this network change and, thereafter, the Parties will, in good faith, undertake negotiations to amend this Agreement to address the use by both Parties of such new protocol (*e.g.*, VoIP).

2.9 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 Excluded Traffic through the POI. If any arbitrage and/or delivery of Excluded 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 POI for the delivery or receipt of Excluded 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 Excluded 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.

2.10 All references to Sections and Appendices are deemed to be references to the Sections of and the Appendices to this Agreement unless the context otherwise requires.

2.11 Each Party 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.

2.12 RLEC represents and warrants to Level 3 that RLEC has all necessary authority from the Commission to provide Local Exchange Service within the Certificated Area in the State of Nebraska, that RLEC's authority is in effect, that RLEC will be conducting its operations as a Telecommunications Carrier when it exchanges Local Traffic with Level 3, and that RLEC's authorization to provide Telecommunications Services within its Certificated Area in the State of Nebraska is required to be a precondition for the implementation of and operations under this Agreement. 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.

2.13 Level 3 represents and warrants to RLEC that Level 3 has all necessary certifications from the Commission (the "Level 3 Certificate") to provide competitive Local Exchange Service and Telecommunications Services throughout the State of Nebraska, that the Level 3 Certificate is in effect, that the Level 3 Certificate provides the necessary Commission authority for it to provide Telecommunications Services in the Certificated Area, that Level 3 will be conducting its operations as a Telecommunications Carrier when it exchanges Local Traffic with RLEC, and that the provision of Telecommunications Services by Level 3 is required to be a precondition for the implementation of and operations under this Agreement. 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.

2.14 Should any representation and warranty identified under Section 2.12 or under Section 2.13 be breached, the Parties agree that non-breaching Party shall have the option to immediately convert the arrangements identified herein to the rates, terms and conditions of the non-breaching Party's intrastate exchange access tariff.

3.0 INTERCONNECTION ARRANGEMENT

The types of traffic to be exchanged under this Agreement shall be Local Traffic.

3.1 End Office and Host Office Interconnection

3.1.1 For Interconnection at either an End Office not part of a Remote Switching Module/System or a Host Office that is part of a Remote Switching Module/System, each Party shall be responsible for the cost and any requirements associated with the establishment, including but not limited to, if applicable, ordering processes and access service request processes associated with the provision of trunks, and/or services to the specific Host Office or to the specific End Office POI for the exchange of Local Traffic which that Party's Customer originates. Each Party will undertake reasonable efforts with the other Party to ensure that the facilities used for the exchange of Local Traffic are compatible with those of the other Party. By way of example, the

electronic interfaces allow for the efficient exchange of Local Traffic. The POI must be at or within RLEC's Host Office Rate Center Area boundary or the End Office Rate Center Area boundary. Each Party will be solely responsible for the costs and operation of its portion of the deployment of facilities to the POI.

3.1.2 The Parties acknowledge that Level 3 may lease facilities from RLEC or obtain facilities from a third party, or construct its own facilities in order to achieve the direct connection at the Host Office POI defined in Section 3.1.1 or the direct Interconnection at the End Office defined in Section 3.1.1.

3.1.3 For direct interconnection, the Parties will interconnect their networks for the exchange of Local Traffic at the technically feasible and mutually agreeable location(s). For a Host Office, a new POI can be established, or the existing POI moved, only with the consent of both Parties; provided, however, that where one Party requests that the POI be moved, the Party requesting such move may be required to pay the costs of the other Party associated with the move. Direct connections shall be at a DS-1 transmission level at the End Office or Host Office (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 outlined in Section 6 herein).

3.1.4 The Parties will use the trunk group(s) established at the POI defined in Section 3.1.1 to route only Local Traffic to one another, pursuant to the terms and conditions of this Section 3 of the Agreement. Any traffic that may be originated on or ultimately terminated by a commercial mobile radio services or paging service provider shall be classified as Non-Local Traffic and is not subject to the terms of this Agreement.

3.1.5 For a Party's native telephone numbers, both Parties warrant and represent that they will: (a) assign telephone numbers in a manner consistent with this Agreement to Customers that obtain local exchange service in the Rate Center Area associated with the telephone number; (b) provision their Local Exchange Carrier services in a manner that the resulting traffic exchanged between the Parties pursuant to this Agreement will be confined to the scope of the traffic as set forth in this Section 3.(c) adopt the Rate Center Area and Rate Center Points that are identical to those used by RLEC within its Local Calling Area as defined by the Commission for the Local Traffic exchanged pursuant to this Agreement; and (d) with respect to securing their own assigned numbering resources, assign whole NXX Codes to each Rate Center, or where applicable, thousand number blocks within a NXX Code assigned to that Rate Center Area.

3.1.6 This Agreement does not obligate either Party to provide any arrangements or services not specifically provided for herein. This Agreement has no effect on the definition of Customer services that either Party offers outside of this Agreement, such services either Party may choose to offer, or the rate levels or rate structures that either Party charges for such services.

3.1.7 ILEC is not the 911 service provider serving the PSAP. Each Party is solely responsible for the receipt and transmission of 911/E911 traffic originated by users of its Local Exchange Services. Each Party is responsible for ALI database updates as required by the PSAP.

The Parties acknowledge and affirm that calls to 911/E911 services shall not be routed over the Local Traffic Interconnection trunk group(s). To the extent that a Party incorrectly routes such 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.

3.1.8 Each Party shall solely be responsible for its Communications Assistance for Law Enforcement Act ("CALEA") enforcement-related activity. Each Party shall also ensure that it takes all actions necessary for a full response to any CALEA and/or other law enforcement-related inquiry related in any manner to the originating/terminating traffic from a Customer it serves and that such actions are completed in a timely manner. Where a Party fails (the "Failing Party") to comply with any one or more of these obligations and an action is brought or costs imposed upon the other Party (the "Non-Failing Party"), the Failing Party shall indemnify the Non-Failing Party pursuant to the requirements of Section 12 of this Agreement.

3.1.9 To ensure proper implementation of this Agreement, the Party delivering traffic to the POI shall provide all required industry standard jurisdictional parameters, the Automatic Number Identification ("ANI") or Accurate Calling Party Number ("Accurate CPN"), (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 3. Level 3 will not intentionally pass inaccurate CPN for termination with RLEC. Accurate CPN is: (a) Calling Party Number that is a dialable, working telephone number, that when dialed, will reach the Customer to whom it is assigned, at that Customer's location is within the Certificated Area or in the case of a PBX or Centrex or similar device may be the number or numbers assigned to the trunk or trunks serving the PBX or similar device which when dialed may not reach a Customer directly; (b) CPN that has not been altered; (c) CPN that is not a charge number; and (d) CPN that follows the North American Numbering Plan and can be identified in numbering databases as an active number, subject to lawful end-user privacy restrictions.

3.1.10 On all traffic exchanged pursuant to this Agreement, neither Party shall intentionally substitute nor implement any arrangement within its switch(es) that generates an incorrect ANI, CPN or other SS7 parameters than those associated with the originating Customer. Upon determination that a Party has intentionally substituted or generated such incorrect parameters on traffic exchanged pursuant to this Agreement, the offending Party shall pay the other Party the difference between compensation paid (if any) and 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 parameters shall constitute a default of this Agreement.

3.1.11 Each Party shall keep a rolling twenty-four (24) months of usage records for the traffic delivered by it to the POI, if such records are kept in the ordinary course of business by the Parties. Either Party may request an audit of usage data on not less than sixty (60) days' written notice (the "Section 3.1.9 Requesting Party"). Any such audit shall be accomplished during normal business hours at the office of the Party being audited. Audits may be performed

by a qualified independent auditor or consultant paid for by the Section 3.1.12 Requesting Party provided the auditor has a non-disclosure agreement with the Parties. However, no right to request or receive usage data from the other Party under this Section 3.1.9 accrues to a Section 3.1.9 Requesting Party who cannot reciprocate with respect to providing such usage data, unless otherwise agreed by the Parties.

3.1.12 In addition to the other requirements contained in this Section 3, either Party may, upon written notice to the other Party, conduct an audit, during normal business hours bearing upon the exchange of Local Traffic and/or Nomadic Traffic being provided under the terms and conditions of this Agreement. An audit may be conducted no more frequently than once per twelve (12) month period with the results of such audit being implemented by the Parties retroactive to the date of the initial audit notice. 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 and finalized in a timely manner. Any audit is to be performed as follows: (a) following at least sixty (60) 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 requests for copies of any data contained in the books or records shall not be unreasonably refused provided that any cost associated with a copy is paid by the Party requesting that such copy be made. Prior to commencing the review, the Party being reviewed may request the execution of a confidentiality agreement (which shall be applicable to any individual and entity that the auditing Party elects to employ for such audit) to protect confidential information disclosed through the course of the review at its sole discretion. In order to facilitate any audits under this Agreement, the Parties agree that they each will, in good faith, provide to the other comparable and verifiable data that is the subject of prospective data collection if prior period data is not available as contemplated in the request for audit.

3.1.13 Notwithstanding anything to the contrary in Section 15.8, herein, where a dispute arises with respect to the exchange of traffic under this Agreement and a Party does not respond to such dispute within thirty (30) days, or other interval mutually agreed to, of notice of the dispute being given, the Party sending the dispute notice (the "Notifying Party") may, in its discretion, treat such failure to respond as a default under this Agreement and the Notifying Party may pursue any and all remedies available to it under this Agreement.

3.2 Nomadic Traffic

3.2.1. Definitions

3.2.1.A "Nomadic Calling Number" means a telephone number assigned by a Party to a Customer that is capable of being used for Nomadic Calling Service.

3.2.1.B “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 the Rate Center Area to which the calling number was originally assigned. Under this arrangement, the Party serving the Nomadic Calling Service Customer shall make all necessary arrangements and be solely responsible for the delivery of all traffic in TDM format to the other Party.

3.2.1.C “Nomadic Calling Service Providing Party” is a Party to this Agreement that offers Nomadic Calling Service.

3.2.1.D “Nomadic Calling Traffic” means the Nomadic Calling Service traffic that is exchanged between the Parties as provided for in this Section 3.2.

3.2.2 Treatment of Nomadic Calling Traffic

3.2.2.A Notwithstanding any provision of this Agreement to the contrary, either Party may provide Nomadic Calling Service to its Customers; provided however, that any such Customer has a physical address in the RLEC Rate Center Area in which the telephone number was originally assigned.

3.2.2.B To assist in the implementation of this Section 3.2, CLEC confirms that the possibility exists that it intends to send for termination to the RLEC CLEC-originated Nomadic Calling Traffic and, unless and until the RLEC notifies CLEC, RLEC confirms that no RLEC originated Customer traffic sent for termination to CLEC would be Nomadic Calling Traffic. Based on these representations and subject to Section 3.1.12 above, CLEC as the Nomadic Calling Service Providing Party shall pay to RLEC as the terminating Party applicable intrastate exchange access terminating rate for two percent (2%) of all terminating minutes of use, which percentage may be subject to modification based on the audit provisions contained herein; provided, however, that such percentage, payment and audit provisions shall be applicable to RLEC’s originated traffic from the date that it provides to CLEC a notification of Nomadic Calling Traffic as provided for herein.

3.3 Physical Architectures for Direct Interconnection

3.3.1 In each Host Office or End Office where direct Interconnection is used, the Parties shall utilize a POI designated as the point from which the Parties will provide the transport and termination of Local Traffic. Each Party is operationally and financially responsible for bringing its facilities (and the originating Local Traffic over those facilities) to the Host Office or the End Office POI.

3.3.2 Each Party shall provide its own facilities, lease or purchase necessary transport for the delivery of traffic to any agreed-to Host Office POI or End Office POI.

3.3.3 Parties agree that direct Interconnection under this Agreement shall be at a mutually agreeable POI(s) and shall be, at a DS-1 or DS-3 level, or other transport protocol agreed to by the Parties. Local Traffic shall be aggregated on the same direct Interconnection DS-1 or DS-3 facility at the Host Office POI for all Rate Center Areas served by the Host Office and its associated Host/Remote Complex subject to the understanding that the Parties will use such aggregation in sizing the direct Interconnection facilities pursuant to Section 4 and Section 6 below.

3.3.4 Level 3 may, at its discretion, utilize any of the Interconnection methods specified in this Agreement in accordance with the order intervals and other terms and conditions, including, without limitation, rates and charges, set forth in this Agreement, in any applicable Tariff(s) or as may be subsequently agreed to between the Parties.

4.0 TRANSMISSION, ROUTING AND COMPENSATION OF LOCAL TRAFFIC

4.1 Scope of Traffic

Section 4 prescribes parameters for trunk groups to be established for the Interconnection arrangements at a Host Office or at an End Office specified in Section 3 for the transmission and routing of Local Traffic between the Parties' respective Customers. In implementing either indirect or direct interconnection, neither Party shall construct facilities that require the other Party to build unnecessary facilities. Moreover, prior to establishment of the physical, direct connection of their respective networks at the POI to a RLEC Remote Office as provided for in this Agreement, each Party shall provide the other with a point of contact for the reconciliation of trunk forecasts, escalation for ordering and provisioning related matters. This Agreement does not address and cannot be used for the delivery or termination of Excluded Traffic.

4.2 Indirect Interconnection

4.2.1 Based upon the volume of Local Traffic anticipated to be exchanged by the Parties as of the Effective Date of this Agreement, the Parties agree that, pursuant to §251(a)(1) of the Act, Level 3 may choose to indirectly interconnect with RLEC for the exchange of Local Traffic through the use of a third party intermediary tandem provider. When either Party determines that the volume of traffic exchanged between the Parties warrants a direct interconnection (which for purposes of this Agreement shall mean an average of 250,000 two-way minutes of use over a consecutive three-month period), a direct interconnection will be established.

4.2.2 If a Party chooses indirect interconnection, each Party shall pay their transit charges for its originated traffic sent to the other Party for termination

4.2.3 When Level 3 uses a third party's tandem and/or transit service to send Local Traffic to RLEC, RLEC must use measurements provided by the third party to determine Level 3's Local Traffic volume.

4.3 Direct Connections by Trunk Group and Ordering

4.3.1 For purposes of implementing the direct Interconnection contemplated in this Agreement, trunk group connections will be made at a DS-1 level or higher. Higher speed connections shall be made, when and where available, in accordance with the Joint Implementation and Grooming Process prescribed in Section 6.

4.3.2 Each Party shall provide two-way trunk groups, where available and upon reasonable request, that are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission between the Parties' respective networks.

4.3.3 Each Party will identify its Carrier Identification Code, a three or four digit numeric obtained from Telcordia Technologies dba iconnective (formerly "Bellcore"), to the other Party when ordering a trunk group.

4.3.4 Each Party will take reasonable steps to inform the other Party of network changes that affect the services offered under this Agreement, including the installation and maintenance of facilities provisioned under this Agreement in order to interconnect directly with the facilities and equipment of other telecommunications carriers, and undertake reasonable efforts to cooperatively work with the other Party regarding the installation and maintenance of such facilities.

4.3.5 If the Parties interconnect via direct trunks between their networks, there shall be a minimum of one (1) point of interconnection between the networks.

4.3.6 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.

4.4 Signaling

4.4.1 In order to track and monitor the traffic that is being exchanged at the POI both Parties agree to utilize SS7 common channel signaling between their respective networks for the traffic addressed in this Agreement. Both Parties will provide CCS connectivity in accordance with accepted industry supported SS7 parameters, and ANSI standard technical specifications. 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"). RLEC agrees to provide Carrier Call Identification (CIP) within Level 3's SS7 call set-up signaling protocol at no charge. RLEC shall support 64 Kbps clear channel where it

provides such capability to its Customers. Parties may utilize a third party to provide SS7 functionality.

4.4.2 RLEC agrees to provide carrier identification parameter (CIP) within Level 3's SS7 call set-up signaling protocol at no charge.

4.4.3 RLEC and/or Level 3 may use a signaling partner.

4.5 Grades of Service

Where direct Interconnection is used, the Parties shall initially engineer and shall jointly engineer and maintain all trunk groups consistent with the Joint Implementation and Grooming Process as set forth in Section 6.

4.6 Measurement and Billing

4.6.1 The terminating Party shall be responsible for creating or obtaining any billing records needed in order to bill the originating Party terminating minutes of use, as may be necessary. Measurement of minutes of use shall be in actual conversation seconds. The total conversation seconds over each Host Office Interconnection trunk group and over each End Office Interconnection trunk group will be totaled for the entire monthly billing cycle and then rounded to the next whole minute.

4.6.2 Both Parties shall classify traffic as either Local Traffic or non-Local Traffic by using the originating and terminating NPA-NXXs.

4.7 Compensation Arrangements

4.7.1 Compensation arrangements address the transport and termination of solely Local Traffic as defined herein between the Parties. Compensation for the transport and termination of traffic not specifically addressed in this Section 4.7 as Local Traffic shall be as provided elsewhere in this Agreement, or if not so provided, as required by the Tariffs of the Party transporting and/or terminating the traffic.

4.7.2 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs; provided, however, that any such effort to designate the "local" areas by Level 3 shall not in any way alter the intercarrier compensation requirements and obligations of the Parties as defined in this Agreement. The Parties shall each agree to comply with its dialing parity requirements associated with Local Traffic.

4.7.3 Local traffic shall be bill and keep whereby neither Party may bill the other for traffic that it terminates for the other Party. The specific compensation terms and conditions set forth in this Agreement are solely related to, solely dependent on, and solely limited to the exchange of Local Traffic between the Parties.

4.7.4 The designation of traffic as Local or IntraLATA Toll for purposes of compensation shall be based on the called to and called from telephone number.

4.8 Network Protocol for the Exchange of Local Traffic

The Parties agree that all Local Traffic shall be exchanged at the POI using RLEC's existing network protocol for the exchange of traffic with other Telecommunications Carriers and RLEC shall not be required to change such existing network protocol.

5.0 NETWORK MAINTENANCE AND MANAGEMENT; OUTAGES

5.1 Information Exchange

The Parties will work cooperatively to install and maintain a reliable network. Level 3 and RLEC 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 achieve this desired reliability. In addition, the Parties will work cooperatively to apply sound network management principles to alleviate or to prevent congestion.

5.2 Outage Repair Standard

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.

5.3 Notice of Changes

If a Party makes a material change in the information necessary for the transmission and routing of services using that Party's network, or any other change in its network which it believes will materially affect the interoperability of its network with the other Party's network, the Party making the change shall provide at least ninety (90) calendar days' advance written notice of such change to the other Party, and shall use all reasonable efforts to provide at least one hundred eighty (180) calendar days' notice where practicable; provided, however, that if a longer period of notice is required by the FCC's or Commission's rules, each Party shall abide by the FCC or Commission rules for such notice. Notwithstanding the foregoing, in the event of Network Harm, Section 6.5.3 shall prevail.

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

6.1 Joint Network Implementation

6.1.1 Level 3 and RLEC shall jointly develop an implementation and grooming process (the “Joint Process”) for the direct Interconnection arrangements contemplated in this Agreement which shall define and detail, among other things:

6.1.2 Standards to ensure that Interconnection trunk groups experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within one another’s network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards. “Final” trunk groups, if used, will be engineered using a design blocking objective of P.01;

6.1.3 The respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;

6.1.4 Information related to traffic between exchanges that may be required for forecasting each Party’s network requirements; and

6.1.4 Such other matters as the Parties may agree, including, *e.g.*, where direct interconnection is used, implementation of End Office-to-End Office high usage trunks, as sound engineering practices may dictate.

6.2 Installation, Maintenance, Testing and Repair of Direct Interconnection Facilities

The Parties agree to the following with respect to installation, maintenance, testing and repair of direct Interconnection facilities:

6.2.1 Cooperatively plan and implement coordinated repair procedures for the facilities used to exchange Local Traffic to ensure trouble reports are resolved in a timely and appropriate manner. 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.

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

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

6.2.4 Coordinate and schedule testing activities of their own personnel, and as applicable, to ensure its 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.

6.2.5 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.

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

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

6.2.8 Based on the trunking architecture, provide for mutual tests for system assurance for the proper recording of AMA records or CDRs in each company's switch. These tests are repeatable on demand by either Party upon reasonable notice.

6.3 Forecasting Requirements for Trunk Provisioning

6.3.1 For purposes of implementing a direct Interconnection under this Agreement, 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.

6.3.2 The forecasts will include the number, type and capacity of trunks as well as a description of major network projects anticipated for the following six 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.

6.3.3 If a trunk group is under 75 percent of centum call seconds capacity on a monthly average basis for each month of any eighteen (18) month period, either Party may issue an order to resize the trunk group, which will be left with no less than 25 percent excess capacity. The grade of service for all facilities between RLEC's Central Office Switch and Level 3's Central Office Switch will be engineered to achieve P.01 grade of service. Notwithstanding the foregoing, Parties shall maintain a minimum of one (1) trunk group.

6.3.4 All requests by Level 3 to RLEC to establish, add, change, or disconnect Host Office or End Office direct Interconnection trunks will be made using ATIS' Ordering and Billing Forum Access Service Request ("ASR").

6.3.5 Ordering

6.3.5.A All requests by Level 3 to RLEC to establish, add, change, or disconnect Interconnection trunks will be made using the industry standard ASR.

6.4 Network Management

6.4.1 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.

6.4.2 Level 3 and RLEC 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.

6.4.3 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 that temporary discontinuance or refusal of service may be required; provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party will:

6.4.3.A Promptly notify the other Party of such temporary discontinuance or refusal;

6.4.3.B Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal; and

6.4.3.C Inform the other Party of its right to bring a complaint to the Commission or FCC.

6.4.4 The Parties agree that each will share responsibility for all maintenance and repair of trunks/trunk groups on their respective side of the applicable POI. The Parties agree to: (a) cooperatively plan and implement coordinated repair procedures for the direct Interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner; (b) provide trained personnel with adequate and compatible test equipment to work with each other's technicians; (c) promptly notify each other when there is any change affecting the service requested, including the date service is to be started; (d) coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its 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; (e) 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; (f) provide each other with a trouble reporting number to a work center; (g) immediately report to each other any equipment failure which may affect the interconnection trunks; (h) provide, based on the trunking architecture, for mutual tests for system assurance for the proper recording of AMA records in each company's switch. These tests are repeatable on demand by either Party upon reasonable notice.

6.4.5 A maintenance service charge applies 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: (a) No trouble is found in the Interconnection trunks; (b) The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or (c) Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the Interconnection trunk does not exceed maintenance limits. 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.

6.4.6 RLEC and Level 3 shall provide local and toll dialing parity, as defined in FCC rules and regulations, with no unreasonable dialing delays. Dialing parity shall be provided for all originating traffic that requires dialing to route a call.

6.4.7 Each Party shall regularly program and update its own switches and network systems in a timely manner pursuant to the LERG guidelines to recognize and route traffic to the other Party's assigned native NPA-NXX codes within their respective networks. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, nor shall either Party fail or refuse to promptly load the other Party's assigned NPA-NXX codes into its switch(es).

6.5 Office Code Translations

6.5.1 It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the information derived from such sources as the LERG in order to recognize and route traffic to the other Party's assigned native NXX codes within the Certificated Area at all times.

6.5.2 The Parties recognize that some of the traffic to be exchanged under this Agreement may be destined for telephone numbers that have been ported. Where traffic to be exchanged under this Agreement is destined for telephone numbers that have, in turn, been ported and when more than one carrier is involved in completing that traffic, the N-1 carrier has the responsibility to determine if a query is required, to launch the query, and to route the call to the appropriate switch or network in which the telephone number resides.

6.5.3 If a Party does not fulfill its N-1 carrier responsibility (the “Non-Querying Party”), the other Party (the “Querying Party”) shall, 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 all 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. When such charges are billed by the Querying Party to the Non-Querying Party and such charges are disputed by the Non-Querying Party, the Querying Party shall provide the Non-Querying Party with an opportunity to challenge such charges. If such charges are disputed by the Non-Querying Party, the Non-Querying Party may request the Querying Party to provide its underlying validation of those charges to the Non-Querying Party for examination and review.

6.6 Trouble Reporting

6.6.1 In order to facilitate trouble reporting and to coordinate the repair of Interconnection facilities provided by the Parties under this Agreement, each Party has established contact(s) available 24 hours per day, seven days per week, at telephone numbers to be provided by the Parties. Each Party shall call the other at these respective telephone numbers to report trouble with direct Interconnection facilities, trunks, and other Interconnection arrangements to inquire as to the status of trouble ticket numbers in progress, and to escalate trouble resolution.

24-Hour Network Management Contact:

For RLEC:

Repair Contact Number: 308-784-4044

For Level 3:

NOC/Repair Contact Number: 877-453-8353

6.6.2 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.

7.0 LOCAL NUMBER PORTABILITY

7.1 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.

7.2 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.

7.3. [INTENTIONALLY LEFT BLANK]

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

7.5 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 be released in a manner consistent with industry standards or practice to the NXX code holder, or if thousand block pooling is being used in the Rate Center Area, the thousand block holder.

7.6 The Parties agree that traffic will be routed via a Location Routing Number ("LRN") assigned in accordance with industry guidelines.

7.7 Order and Coordinated LNP Activity Charges.

7.7.1 LSR Charges

7.7.1.A The Parties shall reciprocally compensate each other for LSR orders at rates provided below.

7.7.1.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 a Local Service Request ("LSR") to the other Party to commence the process to effect the service change. The charge associated with a LSR Order is Thirty Dollars (\$30) per each request by the Requesting Party to the other Party per Customer -- to be billed to and paid by the Requesting Party.

7.8 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.

7.9 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.

7.10 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.

7.11 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

7.12 LNP Request Outside Normal Hours/Additional Work.

If a “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 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.

8.0 COORDINATION WITH TARIFF TERMS

Where 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 or price lists of the other Party applicable to such services, facilities, and arrangements. 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 Excluded 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.

9.0 TERM AND TERMINATION.

This Agreement shall become effective on the Effective Date. Following the Effective Date, the Agreement will continue in effect for two (2) years, and thereafter the Agreement shall continue in force and effect on a month to month basis unless and until terminated as provided herein. No earlier than two hundred forty (240) calendar days and no later than one-hundred eighty (180) calendar days prior to the expiration of the initial term, either Party may provide notice to terminate the Agreement as of the initial term expiration date. Either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be provided at least ninety (90) calendar days in advance of the proposed date of termination. In the event of a notice of termination is given by either Party as provided in this Section 9, and either Party requests renewal, the service arrangements made available under this Agreement shall continue without interruption on a month-to-month basis until a replacement agreement is executed by the Parties; provided, however, that if the Parties are unable to negotiate a new agreement within one hundred and thirty-five (135) days after notice is provided pursuant to

Section 9, either Party may petition the Commission to arbitrate any open issues in accordance with the provisions of Section 252 of the Act.

10.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. 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.

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.

11.0 CANCELLATION CHARGES

Except as provided in this Agreement or as otherwise provided in any applicable Tariff, no cancellation charges shall apply.

12.0 INDEMNIFICATION

12.1 Each Party agrees to indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever, including, but not limited to costs and attorneys' fees (collectively, a "Loss"), (a) whether suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, incurred during the term of this Agreement and to the extent proximately caused by the acts or omissions of the indemnifying Party, regardless of the form of action, or (b) suffered, made, instituted, or asserted by its own Customer(s) against the other Party arising out of the other Party's provision of services to the indemnifying Party under this Agreement. Notwithstanding the foregoing indemnification, nothing in this Section 12.1 shall affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, or any applicable Tariff(s), regulations or laws for the indemnified Party's provision of said services.

12.2 The indemnification provided herein shall be conditioned upon:

12.2.1 The indemnified Party shall promptly notify the indemnifying Party, in writing, of any action taken against the indemnified Party relating to the indemnification.

12.2.2 The indemnifying Party shall have sole authority to defend, settle, or pay for any such action arising from a suit or judgement, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense.

12.2.3 In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld, unreasonably conditioned or unreasonably delayed.

12.2.4 The indemnified Party shall, in all cases, assert any and all provisions in its Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.

12.2.5 The indemnified Party shall offer the indemnifying Party all reasonable cooperation and assistance, and may participate with counsel at its own expense, in the defense of any such action.

13.0 LIMITATION OF LIABILITY

13.1 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 thereto or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.

13.2. Except as otherwise provided in Section 12 (Indemnification) neither 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.

13.3. EXCEPT AS OTHERWISE PROVIDED IN SECTION 12, NEITHER PARTY HAS ANY LIABILITY WHATSOEVER TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, RELIANCE, INCIDENTAL, PUNITIVE DAMAGES OR SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY, 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, EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

14.0 COMPLIANCE WITH LAWS

14.1 Each Party represents and warrants that it is now and will remain in compliance with all Applicable Laws. 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.

14.2 The Parties recognize that the FCC has issued and may continue to issue the FCC regulations implementing of the Act that affect certain terms contained in this Agreement. 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 application-affecting provision(s).

14.3 In the event any Applicable Law other than the FCC regulations requires modification of any material term(s) 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 require a renegotiation of the term(s) that require direct modification as well as of any term(s) that are reasonably affected thereby. If neither Party requests a renegotiation or if an Applicable Law requires modification of any non-material term(s), 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.

14.4 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. 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. In all other respects and as provided by Section 15.5, this Agreement shall be governed by the domestic laws of the State of Nebraska without reference to conflict of law provisions.

14.5 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.

14.6 Any renegotiation required under this Section 14 shall follow the procedures established under Section 15.25, Change of Law.

15.0 MISCELLANEOUS

15.1 Authorization

15.1.1 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.

15.1.2 Level 3 is a limited liability company 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.

15.2 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. As an independent contractor, Parties' relationship is not that of joint venturers, partners, or employees of one another. Neither Party may bind or obligate the other. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.15.3

15.3 Force Majeure

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: adverse weather conditions, hurricanes, tornadoes, earthquakes, floods, fire, explosion, power failure, acts of God, war, revolution, civil or military authority, strikes, lockouts or other work interruptions by employees or agents, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; boycotts; or delays caused by the other Party; or any other circumstances beyond the Party's reasonable control. In such event, the affected Party shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interferences (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 performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause(s) of non-performance and both Parties shall proceed to perform with dispatch once the cause(s) are removed or cease. 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.

15.4 Confidentiality

15.4.1 All information, including but not limited to specification, microfilm, photocopies, magnetic disks, magnetic tapes, 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, electromagnetic, 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.

15.4.2 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. Except where the information is shared with a third party that has a professional obligation to retain the confidentiality of information provided to it by a disclosing Party and that Party otherwise agrees to be bound by that confidentiality obligation, Parties are prohibited from sharing Proprietary Information with a third Party unless written consent is obtained from the other Party. 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 (hereinafter, “non-use” obligations), and the non-use obligations shall survive for 20 years notwithstanding the termination of this Agreement. Either Party may request a non-disclosure agreement of the other Party if the nature of the confidential information justifies the need and, if requested, the Parties will negotiate and enter into a confidentiality agreement based on commonly used industry terms and conditions that are applied reciprocally, as necessary.

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

15.4.3.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

15.4.3.B is or becomes publicly known through no wrongful act of the receiving Party; or

15.4.3.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

15.4.3.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

15.4.3.E is approved for release by written authorization of the disclosing Party; or

15.4.3.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.

15.4.4 Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes only.

15.4.5 Notwithstanding any other provision of this Agreement, the provisions of this Section 15.4 shall apply to all Proprietary Information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the Effective Date. The confidentiality obligations hereunder shall expire three (3) years after termination of this Agreement with respect to any information.

15.4.6 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.

15.5 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 law provisions. In addition, insofar as and to the extent federal law may apply, the Agreement is governed by the Act and applicable federal law. The Parties expressly consent to the state or federal courts located in Omaha, Nebraska as a convenient forum.

15.6 Assignment

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, with at least sixty (60) days' prior notice, which consent shall not be unreasonably withheld upon the provision of reasonable evidence by the proposed assignee that it has the resources, ability, and authority to provide satisfactory performance under this Agreement. Any assignment or delegation in violation of this Section 15.6 shall be void and ineffective and constitute a default of this Agreement. No consent 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. The foregoing shall not be construed to prevent a Party from granting a security interest in this Agreement.

15.7 Billing and Payment; Disputed Amounts.

15.7.1 Except as may otherwise be provided in this Agreement, each Party shall submit to the other Party on a monthly basis an itemized statement of charges incurred by the other Party during the preceding month(s) for services rendered hereunder. The itemized statement shall include a description of services, minutes of use, and if the charge is for usage or facilities; provided, however, that any invoicing, regardless of whether it is usage based or flat fee per unit billed, shall provide industry accepted detail describing the service which the invoice addresses. Payment of undisputed billed amounts under this Agreement, whether billed on a monthly basis or as otherwise provided herein, shall be due, in immediately available U.S. funds, within thirty (30) calendar days of the date of such statement.

15.7.2 Although it is the intent of both Parties to submit timely and accurate statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and the billed Party shall not be entitled to dispute the billing Party's statement(s) based on such Party's failure to submit them in a timely fashion once charges are due as noted on the invoice. Notwithstanding the foregoing, where an invoice is required to be sent by a Party to the other Party, the billing Party shall send the invoice to the billed Party within ten (10) calendar days from the invoice. Notwithstanding any other provision of this Agreement, neither Party may submit a statement of charges for any services rendered more than twenty-four (24) months prior to the date of the statement.

15.7.3 No claims, under this Agreement or its Attachments, shall be brought for disputed amounts more than twenty-four (24) months from the date of occurrence which gives rise to the dispute. If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within ninety (90) calendar days of its receipt of the invoice containing such disputed amount give 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. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. The Disputed Amount shall thereafter be paid, if appropriate, upon final determination of such dispute.

15.7.4 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 15.8 below shall be used.

15.7.5 The Parties agree that all negotiations pursuant to this Section 15.7 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.

15.7.6 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due (the "Due Date") at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under applicable law.

15.7.7. For billing notifications for Level 3:

For Paper Invoices (not sent on CD)
CLK01- CenturyLink
CLK01 Media Processing Center
PO BOX 15700
Phoenix, AZ 85060
OR VIA EMAIL at:
centurylink.invoices@synchronoss.com

For CDs, FedEx, UPS or Overnight Packages:
CLK01- CenturyLink
c/o Synchronoss
4020 E. Indian School Rd.
Phoenix, AZ 85018

15.7.8 For billing notifications for RLEC:

Cozad Telephone Company
Attn: Dreu Young, President
122 E. 7th Street
Cozad NE 69130
Phone : 308-784-4044
Email : dyoung.ctc@cozadtel.net

with a copy:

Russell Westerhold
Nowka & Edwards
1233 Lincoln Mall, Suite 201
Lincoln NE 68508
Phone : 402-476-1440
Email : rwesterhold@nowkaedwards.com

15.8 Dispute Resolution

15.8.1 Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties, in the first instance.

15.8.2 The Parties desire to resolve disputes arising out of this Agreement without

litigation. Accordingly, 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 dispute resolution procedure set forth in this Section with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

15.8.3 At the written request of a Party, each Party will appoint a good faith representative having the authority to resolve such dispute arising under this Agreement. The location, form, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of settlement are exempt from discovery and production and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted as evidence in the arbitration or lawsuit.

15.8.4 If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, either Party may submit the dispute to either the Commission, judicial forum of competent jurisdiction, or upon mutual agreement to the American Arbitration Association (“AAA”) for binding arbitration pursuant to the respective rules and practices of the entity to which the dispute is submitted.

15.8.5 Each Party shall bear its own costs associated with its activities taken pursuant to this Section 15.8.

15.9 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 service, or (b) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested, with a scanned copy to the following addresses of the Parties:

To RLEC:	Cozad Telephone Company Attn: Dreu Young, President 122 E. 7th Street, Cozad NE 69130 Phone : 308-784-4044 Email : dyoung.ctc@cozadtel.net
with a copy:	Russell Westerhold Nowka & Edwards 1233 Lincoln Mall, Suite 201 Lincoln, NE 68508 Phone: 402-476-1440 Email: rwesterhold@nowkaedwards.com

To Level 3: Lumen
Gary Black – VP Carrier Relations
1025 Eldorado Boulevard
Broomfield, CO 80021
Phone: 720-888-2000
Email: Gary.BlackJr@lumen.com

with a copy:

Lumen
Attn: Scott Seab
Assoc. General Counsel-Regulatory
1025 Eldorado Blvd
Location: COL00-23
Broomfield, Colorado 80021
Phone: 720-888-3942
Email1: Scott.Seab@Lumen.com
Email2: Legal.Interconnection@Lumen.com

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 personal delivery, or (iii) three (3) calendar days after mailing in the case of first class or certified U.S. mail.

15.10 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.

15.11 No Third Party Beneficiaries; Disclaimer of Agency

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. Except for provisions herein expressly authorizing a Party to act for another, 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. 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.

15.12 No License

15.12.1 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. 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.

15.12.2 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. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

15.12.3 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.

15.13 Technology 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. A Party shall provide the other written notice at least ninety (90) calendar days prior to the incorporation of any such upgrades in its network that will materially affect the other's service, and shall exercise reasonable efforts to provide at least one hundred eighty (180) calendar days' notice where practicable; provided, however, that if a longer period of notice is required by the FCC's or Commission's rules, each Party shall abide by the FCC or Commission rules for such notice. The party receiving such notice shall be solely responsible for the cost and effort of accommodating such changes in its own network.

15.14 Survival

15.14.1 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.

15.14.2 By way of example only, liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, obligations regarding indemnification, confidential information, limitations of liability and any other provisions of this Agreement (expected to survive termination) shall survive cancellation or termination.

15.15 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. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

15.16 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.

15.17 Modification, Amendment, Supplement, or Waiver

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 the Parties. 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.

15.18 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.

15.19 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.

15.20 Amendment

The Parties may mutually agree to amend this Agreement in writing.

15.21 Severability

The Parties negotiated the terms and conditions of this Agreement for services and interconnection of their respective networks pursuant to §251(a)(1) and §251(b) of the Act as a total arrangement and it is intended to be non-severable. Every interconnection and service provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to the complete interconnection and all services provided herein.

15.22 Law Enforcement and Civil Process

15.22.1 Intercept Devices

Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with a customer of the other Party, the receiving Party will refer such request to the appropriate Party, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's own facilities, in which case that Party will comply with any valid request, to the extent the receiving party is able to do so; if such compliance requires the assistance of the other Party such assistance will be provided.

15.22.2 Subpoenas

If a Party receives a subpoena for information concerning a Customer the Party knows to be a Customer of the other Party, the receiving Party will refer the subpoena to the requesting entity with an indication that the other Party may be the responsible company. Provided, however, if the subpoena requests records for a period of time during which the receiving Party was the Customer's service provider, the receiving Party will respond to any valid request to the extent the receiving party is able to do so; if response requires the assistance of the other party such assistance will be provided.

15.22.3 Law Enforcement Emergencies

If a Party receives a request from a law enforcement agency to implement at its switch a temporary number change, temporary disconnect, or one-way denial of outbound calls for a Customer of the other Party, the receiving Party will comply so long as it is a valid emergency request. 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.

15.23 Taxes

Excluding taxes based on the selling Party's net income, the purchasing Party is responsible for all taxes and fees arising in any jurisdiction imposed on or incident to the provision, sale or use

of service, including but not limited to value added, consumption, sales, use, gross receipts, withholding, excise, access, bypass, ad valorem, franchise or other taxes, fees, duties or surcharges (including regulatory and 911 surcharges), whether imposed on either Party or its affiliate, along with similar charges stated in an invoice (collectively "Taxes and Fees"). Some Taxes and Fees, and costs of administering the same, are recovered through imposition of a percentage surcharge(s) on the invoice. If either Party is required by law to make any deduction or withholding of withholding Taxes from any payment due hereunder to the other Party, then, notwithstanding anything to the contrary contained in this Agreement, the gross amount payable by the purchasing Party shall be increased so that, after any such deduction or withholding for such withholding Taxes, the net amount received by the selling Party will not be less than the selling Party would have received had no such deduction or withholding been required. Purchasing Party may present selling Party with an exemption certificate eliminating selling Party's liability to pay certain Taxes and Fees; certificates will give effect thereto prospectively.

15.24 Default and Termination

15.24.1 Either Party may terminate this Agreement for cause upon thirty (30) days' prior written notice to the other party if: (a) the other Party materially breaches this Agreement or defaults on its obligations and fails to cure such breach or default during such thirty (30) day period; (b) the other Party's authority to provide the services provided herein is revoked or terminated; or (c) the other Party is insolvent, or files for bankruptcy (or other protection from creditors generally) and such bankruptcy petition is not dismissed within sixty (60) days. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of the 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.

15.24.2 For service arrangements made available under this Agreement and existing at the time of termination, those arrangements will continue without interruption following the date of termination or until a replacement agreement has been executed by the Parties either: (a) under a new agreement voluntarily executed by the Parties; (b) under a new agreement negotiated pursuant to the provisions of Section 252 of the Act; or (c) under any agreement available according to the provisions of Section 252(i) of the Act; however, in no case will those arrangements continue for more than 12 months following the date of termination.

15.25 Change of Law

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 (the "Change of Law Notice"); provided however, once the Change of Law Notice is received, the Parties agree to engage in discussions associated with the matters raised in the Change of Law Notice using the time periods included in Section 15.8 above; provided, however, that if the Parties cannot agree on the matters raised in the Change

of Law Notice, either Party may submit the dispute to either the Commission, judicial forum of competent jurisdiction, or upon mutual agreement to the American Arbitration Association (“AAA”) for binding arbitration pursuant to the respective rules and practices of the entity to which the dispute is submitted; and provided further, that each Party shall bear its own costs associated with its activities taken pursuant to the Change of Law Notice.

15.26 Service Offerings

Nothing in this Agreement shall be construed to prevent any Party from providing services to or obtaining services from another Telecommunications Carrier.

15.27 Filing of Agreement

RLEC shall file the executed Agreement with the Commission pursuant to the requirements of Section 252 of the Act and Level 3 shall cooperatively assist RLEC in such filing.

15.28 Authority

The individuals executing this Agreement are each an authorized officer of each Party.

15.29 Directory Listings

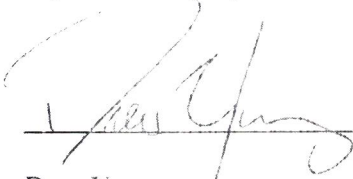
Level 3 will work directly with a third party vendor in order to make its Directory Listing information available to any and all publishers. The RLEC will not impede Level 3 in the listing of the RLEC’s Customers for inclusion in the RLEC’s directory provided, however, that Level 3 will indemnify and hold harmless RLEC for any Level 3 Customer listing included in the RLEC directory and provided further that any inclusion of a Level 3 End User listing within the RLEC directory will not increase RLEC’s costs in any manner. Level 3 will work directly with and solely be responsible to the Publisher for publishing of the directory listings, book distribution, and associated charges. Nothing in this agreement shall require RLEC to publish a directory where it would not otherwise do so. Listing inclusion in a given directory will be in accordance with directory publisher’s solely determined directory configuration, scope, and schedules and listings will be treated in the same manner as RLEC’s listings; provided however, that the inclusion of Level 3’s directory listing information within the RLEC’s directory will expand the geographic scope of the RLEC’s directory.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates set forth below.

Level 3 Communications, LLC

Cozad Telephone Company

By: Gary R. Black Jr.
Gary R Black Jr Mar 1 2022 10:47 MST

By: 

Printed: Gary Black

Printed: Dreu Young

Title: VP – Carrier Relations

Title: President

Date: Mar 1, 2022

Date: 3/14/2022

Appendix I (Rate Table)
DETAILED SCHEDULE OF ITEMIZED CHARGES

A. RLEC Services, Facilities, and Arrangements:

	RLEC Service	Non-recurring	Recurring
1.	Entrance facilities, and transport, as appropriate, for Interconnection at RLEC End Office, Tandem Office, Serving Wire Center, or other Point of Interconnection	Per NITA Intrastate Access Catalog and NECA, Inc. FCC Tariff No. 5	
2.	Reciprocal Compensation for Local Traffic	None	None

B. Level 3 Services, Facilities, and Arrangements:

	Level 3 Service	Non-recurring	Recurring
1.	Reciprocal Compensation for Local Traffic	None	None

C. Charges that may be assessed by either Party

EXPEDITED ORDER CHARGE	To be determined on an individual case basis based on the time spent at the hourly labor rates identified in the Receiving Party's interstate access tariff and pass through of LNP service bureau charges
LNP LSR CHARGE	As provided for in Section 7.8 of this Agreement
LNP REQUEST OUTSIDE NORMAL HOURS/ADDITIONAL WORK.	To be determined on an individual case basis based on the time spent at the hourly labor rates identified in the Receiving Party's interstate access tariff charges

Appendix I (Rate Table)
DETAILED SCHEDULE OF ITEMIZED CHARGES (Cont'd)

THIRD PARTY CHARGES INCURRED
FOR DEFAULT QUERY SERVICE

Pass-Through with Query Rate established
per NITA Intrastate Access Catalog and
NECA, Inc. FCC Tariff No. 5