

April 29, 2025

Shonda Green, Secretary
Department of Telecommunications and Cable
1000 Washington Street, Suite 600
Boston, MA 02118-6500

Re: Interconnection Agreement between Richmond Telephone Company, LLC and
Level 3 Communications, LLC

Dear Secretary Green:

In accordance with § 252 of the Telecommunications Act of 1996 ("Act"), Level 3 Communications, LLC is hereby filing an Interconnection Agreement between Richmond Telephone Company, LLC and Level 3 Communications, LLC governing interconnection and traffic exchange arrangements in the Commonwealth of Massachusetts. This agreement is being submitted for approval under §§ 252(e)(1) and (e)(2) of the Act. Section 252(e)(4) of the Act provides that if a state agency does not act to approve or reject an agreement reached by negotiation within 90 days following the filing, it shall be deemed approved.

Questions that the Department or interested persons may have regarding this filing should be directed to me or to Richmond Telephone Company, LLC's representative, who may be reached as follows:

Richmond Telephone Company, LLC
Attn: Christa Proper
1416 State Road
Richmond, MA 01254
214.624.9969
cproper@proper-connections.com

Any questions regarding this filing should be directed to my attention at (510) 342-3281 or via email to joshua.trauner@lumen.com. Thank you for your assistance in this matter.

Sincerely

/s/ Joshua Trauner

Joshua Trauner

Enclosure
cc: Christa Proper
JT/mh

AGREEMENT FOR LOCAL WIRELINE NETWORK INTERCONNECTION AND
TRAFFIC EXCHANGE

Between

Richmond Telephone Company, LLC

AND

Level 3 Communications, LLC

AGREEMENT FOR LOCAL WIRELINE NETWORK INTERCONNECTION AND TRAFFIC EXCHANGE

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ATTACHMENT A PRICE LIST

AGREEMENT FOR LOCAL WIRELINE NETWORK INTERCONNECTION AND TRAFFIC EXCHANGE

This Agreement for Local Wireline Network Interconnection and Traffic Exchange (Agreement) made this 26th day of November, 2024 by and between Level 3 Communications, LLC, a subsidiary of CenturyLink Communications, a/k/a Lumen Technologies, Inc., having its principal place of business at 931 14th Street, (9th FL), Denver, CO 80202 (hereinafter "CLEC") and Richmond Telephone Company, LLC, a Massachusetts company, having its principal place of business at 1416 State Road Richmond, MA 01254 (hereinafter "ILEC") and may also be referred to herein singularly as a "Party" or collectively as "the Parties".

SECTION 1. RECITALS AND PRINCIPLES

WHEREAS ILEC is a local exchange carrier certified to provide telecommunications services in the Commonwealth of Massachusetts; and

WHEREAS CLEC is a competitive local exchange carrier certified to provide Telecommunications Services in the Commonwealth of Massachusetts including, but not limited to, providing Telecommunication Services to Wholesale Customers that provide a retail VoIP service to End User Customers; and

WHEREAS the nature of the interconnection arrangement between the Parties established pursuant to this Agreement is of mutual benefit to both Parties and is intended to fulfill their needs to exchange local traffic and obligations pursuant to Sections 251 and 252 of the Telecommunications Act of 1996; and

WHEREAS, the Parties have in good faith negotiated, and agreed on terms and conditions for the exchange of traffic and local interconnection as set forth below; and

WHEREAS, notwithstanding the mutual commitments contained in this Agreement, the Parties nevertheless enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, judicial, or other public forum addressing any matters, including matters related specifically to this Agreement, or other types of arrangements prescribed in this Agreement; provided, however, that this Agreement shall remain binding to the parties.

WHEREAS, This Agreement establishes the methodology for the exchange of and compensation for Local Traffic (as defined herein) exchanged indirectly via a third-party network or directly via direct interconnection trunks. This Agreement also establishes the methodology for the exchange of and compensation for traffic originated on the network of a third-party carrier that transits Level 3's network and is delivered by Level 3 to ILEC for termination.

WHEREAS, This Agreement supersedes and terminates all previous agreements, both oral and written, between ILEC and Level 3 governing the exchange of Local Traffic between local exchange carriers.

IN CONSIDERATION OF the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ILEC and CLEC hereby covenant and agree as follows:

SECTION 2. GENERAL DEFINITIONS

Except as otherwise specified herein, the following definitions will apply to all sections contained in this Agreement. Additional definitions that are specific to the matters covered in a particular section may appear in that section.

- 2.1. "Access Service Request" ("ASR") means the industry standard forms and supporting documentation used for ordering access services. The ASR will be used to identify the specific trunking and facilities requested for interconnection between the Parties.
- 2.2. "Act" The Communications Act of 1934 (47 U.S.C. § 151 *et. seq.*) as amended, including without limitation by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the Federal Communications Commission ("FCC")
- 2.3. "Affiliate" means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control of at least 10% with, a Party to this Agreement.
- 2.4. "Agreement" refers to this Agreement for Local Wireline Network Interconnection and Traffic Exchange, including all Exhibits, Attachments or subsequently executed amendments.
- 2.5. "Automatic Number Identification" ("ANI") refers to the number transmitted through the network identifying the calling party.
- 2.6. "CLLI Codes" means Common Language Location Identifier Codes.
- 2.7. "Commission" refers to the state governing agency for Telecommunications Service which, under this Agreement, is the Public Utilities Commission of Massachusetts.
- 2.8. "DS1" is a digital signal rate of 1.544 Megabits per second ("Mbps").
- 2.9. "DS3" is a digital signal rate of 44.736 Megabits per second ("Mbps").
- 2.10. "End User Customer" means the residence or business subscriber that is the ultimate user of voice services provided directly to such subscriber by either of the Parties or their Wholesale Services customer.
- 2.11. "Exchange Access" has the meaning set forth in the Act.
- 2.12. "Interconnection," as used in this Agreement, refers only to the physical linking of two

networks for the mutual exchange of traffic and only for purposes of transmitting and routing telephone exchange traffic. Interconnection does not include the transport and termination of access traffic.

- 2.13. "InterLATA Toll Traffic" is any call, including VoIP-PSTN Traffic, that originates from an End User Customer physically located in one LATA and terminates to an End User Customer physically located in another LATA.
- 2.14. "IntraLATA Toll Traffic" is any call, including VoIP-PSTN Traffic, that originates from an End User Customer physically located in one LATA and terminates to an End User Customer physically located in the same LATA.
- 2.15. "LERG Routing Guide" ("LERG") is an interactive reference database used by carriers to identify NPA-NXX routing and homing information as well as network element and equipment designations.
- 2.16. "Local Traffic" means traffic that is originated by an End User Customer of one Party and terminates to an End User Customer of the other Party who are both physically located within ILEC's local serving area as defined by the effective local exchange tariff(s) of ILEC, including mandatory local calling scope arrangements established and defined by the Commission. A mandatory local calling scope arrangement is an arrangement that provides end users a local calling scope, i.e. Extended Area Service ("EAS"), beyond the end user's basic exchange serving area. Local Traffic, for purposes of this Agreement, includes both intra- exchange calls and EAS calls.
- 2.17. "NPA-NXX" means the first six digits of a ten-digit telephone number, which denote a consecutive 10,000 number block within the North American Numbering Plan. As used in the Agreement, the term refers exclusively to geographic NPAs and excludes Service Access Codes, unless otherwise specifically noted.
- 2.18. "Point of Interconnection" ("POI") means physical location at a technically feasible point, on the ILEC network, mutually agreed upon and designated by the Parties for the purpose of exchanging Local Traffic if Direct Interconnection is required/requested.
- 2.19. "Rate Center" means the specific geographic area with which one or more NPA- NXXs assigned for the provision of Telephone Exchange Services is exclusively associated. The Rate Center of a particular Telephone Exchange Service is the Rate Center associated with the NPA-NXX designation of that Service.
- 2.20. "SS7" means Signaling System 7, 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").
- 2.21. "Local Number Portability" ("LNP") means the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without

impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

- 2.22. "Switched Access Service" means the offering of transmission and switching services for the purpose of the origination or termination of Toll Traffic. Switched Access Services include but are not necessarily limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 8YY access and 900 access.
- 2.23. "Telecommunications Carrier" means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services. A telecommunications carrier shall be treated as a common carrier under the Act only to the extent that it is engaged in providing Telecommunications Services.
- 2.24. "Telephone Exchange Service" shall have the meaning set forth in 47 U.S.C. Section 153 (47) of the Act.
- 2.25. "Telecommunications Service" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- 2.26. "Toll Traffic" and "Interexchange Traffic" mean InterLATA traffic and IntraLATA Toll Traffic.
- 2.27. "Transport and Termination" means the transmission and switching facilities used in the termination of Local Traffic between interconnected carrier networks.
- 2.28. Virtual NXX (or "VNXX") is the assignment of one or more local telephone numbers to customers for use outside the specific Local Traffic geographic area, as defined in Section 3.2.3, in which the customer is physically located.
- 2.29. "VoIP-PSTN Traffic"- VoIP-Public Switch Telephone Network ("PSTN) traffic is traffic exchanged between a local exchange carrier and another telecommunications carrier in Time Division Multiplexing (TDM) format that originates and/or terminates in IP format. Telecommunications traffic originates and/or terminates in IP format if it originates from and/or terminates to an End User Customer of a service that requires Internet protocol compatible customer premises equipment.
- 2.30. "Wire Center" means a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire Center can also denote a building in which one or more central offices, used for the provision of basic exchange services and access services, are located.
- 2.31. "Wholesale Service" is a service offered for sale by a Party and purchased by an entity that combines said service, either in whole or in part, into a retail service and offers the retail service to End User Customers.

2.32. "Wholesale Customer" is a purchaser of Wholesale Service.

SECTION 3. NETWORK INTERCONNECTION

The Parties agree to interconnect their facilities and networks for the Transport a Termination of Local Traffic as follows:

3.1. Interconnection Trunking Arrangements

3.1.1. The Parties shall exchange Local Traffic over either Indirect or Direct Interconnection Facilities as provided herein. Toll Traffic shall be exchanged according to the Parties' Switched Access Tariffs.

3.1.2. Indirect Connection

3.1.2.1 For the purposes of this Agreement, the Parties agree to initially exchange Local Traffic indirectly as follows:
ILEC will send local traffic to CLEC via its current connectivity at Springfield (SPFDMAWO01T). CLEC will send local traffic to ILEC via Verizon (SPFDMAWO01T).

This local traffic exchange arrangement will remain in effect until the monthly two-way aggregate volume of traffic exceeds 200,000 minutes of use for two consecutive months ("Direct Connection Threshold"). Direct Interconnection will not be required if both Parties agree that Direct Interconnection is undesirable. However, if the Direct Connection Threshold is met and either Party desires Direct Interconnection, then Direct Interconnection shall be mandatory.

3.1.2.2 Any arrangement for indirect interconnection will be subject to renegotiation if (1) ILEC changes tandem homing arrangements or (2) by change of law or for any other reason the tandem provider no longer offers the transiting service.

3.1.2.3 Local Traffic exchanged by the Parties indirectly through a transiting carrier shall be subject to the same reciprocal compensation as provided in Section 3.4.

3.1.2.4 Where indirect Interconnection is used, each Party shall be responsible for ensuring that it has sufficient facilities in place to the Tandem switch used to exchange traffic between the Parties' networks.

3.1.3. Direct Interconnection

- 3.1.3.1 At such time as either Party requests Direct Interconnection as provided in Section 3.1.2.1, Direct Interconnection Facilities between the Parties' networks shall be established as follows: Within thirty (30) days of either Party receiving a request for Direct Interconnection Facilities, CLEC shall place an order for Direct Interconnection Facilities. Both Parties shall provide resources to support normal installation intervals for the Direct Interconnection Facilities, including testing. If either Party expects that installation will be delayed for reasons beyond their control, the Party causing the delay will notify the other Party of such expected delay and provide the reason for the delay. If CLEC does not issue the appropriate ASR within 30 days of receiving a request for Direct Interconnection Facilities, CLEC will be liable for the cost of transit charges assessed upon ILEC for traffic covered under this Agreement.
- 3.1.3.2 The Parties agree that the Point of Interconnection (POI) shall be located on the ILEC network and at a POI located no further than the territory boundary of the ILEC. Each Party is responsible for the Interconnection Facilities on its side of the POI.
- 3.1.3.3 The POI set forth in this Agreement may be modified from time to time by either Party with the written consent of the other Party and sixty (60) days written notice, which consent will not be unreasonably withheld.
- 3.1.3.4 The Direct Interconnection Facilities shall be provisioned as two-way interconnection trunks, where technically feasible. The Parties will mutually coordinate the provisioning and quantity of trunks.
- 3.1.3.5. The Parties shall establish trunk groups to route Local Traffic ("Interconnection Trunks") to one another pursuant to the terms of this Agreement. Each Party shall make available to the other Party trunks from the POI over which the originating Party can deliver Local Traffic for termination to End User Customers of the other Party. Compensation for traffic terminated over Interconnection Trunk Groups shall be as specified in Section 3.4 of this Agreement.
- 3.1.3.6. Each Party will be responsible for the engineering, construction, and maintenance of its own network facilities on its side of the POI. However, 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. Requests to change POIs will not be unreasonably rejected, provided reimbursement is made.
- 3.1.3.7. The Parties mutually agree that all interconnection facilities will be

sized according to mutual forecasts and sound engineering practice, as mutually agreed to by the Parties during planning-forecasting meetings.

- 3.1.3.8. The Parties agree to establish trunk groups of sufficient capacity for local interconnection purposes. The Parties will use two-way trunking and will conform with all generally accepted industry standards regarding facilities, equipment, and services, to include appropriate sizing, performance standards, operation, and maintenance of the facilities. The grade of service for all facilities between ILEC and CLEC will be engineered and provisioned to achieve P.01 grade of service. Each Party shall make available to the other Party trunks over which Local Traffic of its the End User Customers can be terminated.
- 3.1.4. Both Parties agree to deliver only traffic within the scope of this Agreement over the connecting facilities as specified in Section 3.1. Neither Party shall provide an intermediary transit traffic function for the other Party's connection of its End User Customers to the End User Customers of a third-party telecommunications carrier without the consent of the other Party, which consent shall not be unreasonably withheld, and without the establishment of reasonable mutually agreeable terms and conditions governing the provision of the intermediary transit functions.
- 3.1.5. This Agreement only applies to traffic originating or terminating in the local calling area as defined by ILEC's effective local exchange tariff(s).

3.2. VNXX Traffic

- 3.2.1. VNXX, as defined in this Agreement in 3.2.3, is not Local Traffic. The Parties agree that due to the mass availability and portability of IP-based CPE, some of the traffic sent between the Parties for termination may be Nomadic Traffic. Nomadic Traffic is traffic originating from an Internet Protocol ("IP") device other than at the End User's service location. The Parties understand and agree that some small amount of Nomadic Traffic is likely to be exchanged and wish to ensure that both Parties are properly compensated for such traffic. As a result, the Parties will initially assume that 2% of Local Traffic exchanged is Nomadic Traffic and each Party will bill its applicable interstate switched access rate for 2% of the Local Traffic sent by each Party for termination. If either Party believes that the majority of the other Party's traffic is Nomadic Traffic, then the Parties can conduct audits or take other commercially reasonable steps to verify that the other Party is not provisioning any of its services to intentionally circumvent applicable switched access service charges. If either Party intends to send primarily Nomadic Traffic, then such Party shall notify the other Party in writing within sixty (60) days to amend the Agreement.
- 3.2.2. Both Parties shall adhere to the North American Numbering Plan (NANP)

guidelines. Both Parties agree to only assign telephone numbers from an NPA-NXX Code(s) to an End User Customer at an End User Customer Location located inside the Rate Center with which the NPA-NXX Code(s) is assigned or its associated local calling area. Numbers shall not be used to aggregate traffic to originate or terminate to either Party.

- 3.2.3. Virtual NXX or VNXX is service whereby an End User Customer is assigned a telephone number associated with a Local Calling Area (defined as the local exchange calling area including any mandatory local calling areas established and defined by the Commission), that is different from the Local Calling Area in which the Customer is physically located.
- 3.2.4. Neither Party shall route un-translated traffic to service codes (e.g., 8YY, 900) over the Local Interconnection Trunks.
- 3.2.5. N11 Codes: Neither Party shall route un-translated N11 codes (e.g., 411, 611, 711, 811 and 911) to the other party over Interconnection Facilities.
- 3.2.6 Parties agree that they will commence network planning, trunk ordering/installation/testing and any other network-related setup will commence after the Agreement is signed by both Parties.

3.3. Testing and Trouble Responsibilities

- 3.3.1. ILEC and CLEC agree that each will share responsibility for all maintenance and repair of trunks/trunk groups. The Parties agree to:
 - 3.3.1.1. Cooperatively plan and implement coordinated repair procedures for the local interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner; closed.
 - 3.3.1.2. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
 - 3.3.1.3. Promptly notify each other when there is any change affecting the service requested, including the date service is to be started.
 - 3.3.1.4. 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.
 - 3.3.1.5. Perform sectionalization to determine if a trouble condition is in its

facility or its portion of the interconnection trunks prior to referring any trouble to each other.

- 3.3.1.6. Provide each other with a trouble reporting number to a work center that is staffed or on call 24 hours a day/7 days a week.
- 3.3.1.7. Immediately report to each other any equipment failure which may affect the interconnection trunks; and
- 3.3.1.8. Provide, based on the trunking architecture, for mutual tests for system assurance for the proper recording of call records in each Party's switch. These tests are repeatable on demand by either Party upon reasonable notice.

3.4. Compensation for the Transport and Termination of Local Traffic

- 3.4.1. The Parties agree that the mutual provisions and relative obligations of the Parties pursuant to this Agreement represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, and that neither Party has any obligation to provide any monetary compensation to the other Party for the other Party's origination or termination of traffic within the scope of this Agreement.
- 3.4.2. Neither Party will deliver Switched Access Traffic to the other Party over the Interconnection Trunk Group(s) established pursuant to this Agreement. Notwithstanding this requirement, if a Party delivers Toll Traffic to the other Party over the Interconnection Trunk Groups such traffic shall be subject to full Switched Access charges pursuant to the terminating Party's effective access tariffs.
- 3.4.3. The Parties agree that all traffic, other than Local Traffic, that is originated or terminated on the public switched network, regardless of: (1) technology used to originate, terminate or transport such traffic; (2) whether the traffic may have been converted to Internet Protocol or any other transmission protocol during the routing and transmission of the call; and (3) whether the traffic is considered VoIP-PSTN, will be subject to access charges (based on the end points of the call) at rates provided in the Party's access tariffs. Any traffic where the endpoints of the call cannot be determined will be classified as Switched Access Traffic subject to Switched Access charges pursuant to the terminating Party's effective access tariffs.
- 3.4.4. The terms of compensation for Local Traffic do not apply to the following: (1) interstate or intrastate Exchange Access or exchange services for Exchange Access; (2) IntraLATA Toll Traffic or InterLATA Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXX) basis (3) Optional Extended Local Calling Area Traffic; (4)

Tandem Transit Traffic; and (5) any wireless traffic. The terms of compensation for Local Traffic do not apply to traffic either originated from or terminated to a Party's End User Customer, where the End User location is physically located outside of the geographic area that has been identified as the Rate Center Area associated with a particular NPA-NXX.

- 3.4.5. Each Party shall pass Calling Party Number ("CPN") on at least ninety percent (95%) of calls carried over the Interconnection Trunks. If the Originating Party passes CPN on ninety five percent (95%) or more of its calls, the Receiving Party shall determine traffic type by comparing the CPN to the called number unless VNXX traffic is identified or suspected. If the originating party passes CPN on less than 95% of the calls, the originating party agrees to pay the terminating party's applicable access rates for all unclassified traffic.
- 3.4.6. 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 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.
- 3.4.7. 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.
- 3.4.8. 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 Attachment A.

3.5 Technology, SS7, Routing and Rating

- 3.5.1. Neither Party shall employ Telephone Exchange Services provided by any party or allow a third party to employ Telephone Exchange Services provided by that Party, in any manner to deprive the other Party of Exchange Access charges to which it is otherwise entitled.
- 3.5.2. Determination of traffic type for compensation purposes pursuant to this Agreement shall be made without regard to the type of technology or network used by either Party to switch or transport the call.
- 3.5.3. Each Party shall rate calls placed by its subscribers to subscribers of the other Party, according to the Rate Centers of the calling and called telephone numbers, in the same manner as it rates calls within its own network or between its own

network and networks of other entities. Notwithstanding the above, nothing in the Agreement shall be construed to restrict either Party's abilities and discretion to establish, modify, market, sell or advertise its various calling plans or products.

3.5.4. Unless otherwise mutually agreed by the Parties, the Parties will exchange traffic using SS7 signaling. SS7 connectivity will be provided in accordance with prevailing industry standards. The Parties agree to cooperate on the exchange of all appropriate SS7 messages for call set-up, including Integrated Services Digital Network User Part ("ISUP") to facilitate full interoperability of all CLASS features, when available, and functions between their respective networks. The parties shall include the Jurisdiction Information Parameter ("JIP"), when available, in the Initial Address Message ("IAM") containing a Local Exchange Routing Guide-assigned NPA-NXX (6 digits) identifying the originating switch on calls that they originate. The Parties do not guarantee that a third party, if involved in the routing of a call, will deliver the JIP.

3.5.5. Neither Party shall intentionally substitute or generate incorrect ANI, CPN or other SS7 parameters on traffic exchanged pursuant to this Agreement either directly or allow traffic generated by a Wholesale Customer to provide such incorrect SS7 parameters. Upon determination that a Party or its Wholesale Customer 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.

3.5.6 Either Party reserves the right to use a signaling partner.

3.6 Activity Associated with End User Changes in Service Provider

3.6.1. Coordination of Transfer of Service. To serve the public interest of End User Customers, the Parties agree that when an End User Customer transfers service from one Party to the other Party it will be necessary for the parties to coordinate the timing for disconnection from one Party and connection with the other Party so that transferring End User Customers are not without service for any extended period. Other coordinated activities associated with transfer of service will also need to be coordinated between the Parties to ensure quality services to the public. Notwithstanding the foregoing, coordinating transfer of customers will typically not involve personnel from both Parties processing the transfer together at the same time (Coordinated Hot Cut – "CHC"). When such coordination is requested the Old Service Provider ("OSP") may charge the New Service Provider ("NSP") for the labor required for the CHC according to Attachment A. Neither Party is required to offer CHC.

- 3.6.2. The Parties agree this Section 3.6 establishes mutually acceptable, reasonable, and efficient transfer of service procedures that utilize the industry compliant Local Service Request (LSR) format for the exchange of necessary information for coordination of service transfers between the Parties.
- 3.6.3. Letter of Authorization. For purposes of either Party requesting disconnect, and number portability activity with the other Party on behalf of End User Customers, each Party is responsible for obtaining a Letter of Authorization ("LOA") or other authorization allowed by FCC rules from each End User Customer that is seeking to change its service provider. The Parties will accept requests for disconnect, and number portability activity from the other Party based on the other Party's representation of having obtained a LOA for such purposes. The Parties agree to abide by applicable state and federal laws and regulations with respect to obtaining any necessary authorization, if any, from an End User Customer with respect to any request for service provider change activities described in this Section 3.6. If prior to a disconnect or port of a End User Customer's service, the End User Customer contacts the OSP to halt the transfer of service, the OSP shall either direct the End User Customer to contact the NSP to stop the transfer or obtain its own LOA before transfer is terminated.
- 3.6.4. Ordering
- 3.6.4.1. The NSP shall place simple or non-simple orders for services by submitting an LSR to the OSP. A Simple Port order request is as defined by the FCC; which at the time of the Effective Date of this Agreement is a port only request that (1) does not involve unbundled network elements (2) involve an account only for a single line (3) does not include complex switch translations (e.g., Centrex, ISDN, AIN services, remote call forwarding, or multiple services on the loop/line and (4) does not include a reseller (a Wholesale Customer is not a reseller). All orders not meeting these criteria shall be non-simple orders.
- 3.6.4.2. For simple ports, the Parties agree to provide FCC required port validation fields, the requested port due date and the Service Provider ID ("SPID") of the ordering Party.
- 3.6.4.3. Service orders will be submitted utilizing the OSP's preferred LSR format which shall not require additional information beyond the information required in the FCC rules and this agreement. If the account number is not listed on the current bill, the telephone number will be accepted as the account number.
- 3.6.4.4. The Parties shall return an LSR Response for rejection within 4 business hours for simple port requests and within 24 business hours for non-simple ports.

- 3.6.4.5. The OSP shall bill the NSP a customer service record (CSR) and service order charges as specified in the Pricing Attachment for each CSR request, Record Change request, and LSR submitted, regardless of whether that LSR is later supplemented, clarified, or cancelled. An individual LSR will be identified for billing purposes by its Purchase Order Number ("PON") or by a mutually agreed upon tracking method such as the Telephone Number.

3.6.5 Provisioning

- 3.6.5.1. The Parties shall provision services during regular business hours as listed in a Party's Trading Partner Profile. Ports shall be provisioned in compliance with the timeframes established by the FCC rules. To the extent NSP requests provisioning of service be performed outside the OSP regular business hours, or the work so requested requires OSP's technicians or project managers to work outside of regular working hours, and the NSP has approved work outside of regular working hours, overtime and premium charges shall apply as specified in Attachment A. Neither Party is required to offer services outside of its regular business hours.
 - 3.6.5.2. Cancellation Charges. If the NSP cancels an LSR any costs incurred by OSP in conjunction with the provisioning of that request will be recovered in accordance with the rates specified in Attachment A.
 - 3.6.5.3. Expedited Service Date Charges. For Expedited Service Date Advancement requests by the purchasing Party, expedited charges will apply for intervals less than the standard interval. The Expedited Service Date charge is specified in Attachment A.
 - 3.6.5.4. Order Change Charges. If either Party modifies an order after being sent a Firm Order Confirmation (FOC) from the other Party, the Order Change Charge specified in Attachment A will be paid by the modifying Party in accordance with Attachment A of this Agreement. If the OSP is contacted directly by the End User Customer during the pendency of the port and the customer decides to remain with the OSP, the OSP will direct the End User Customer to notify the NSP immediately that the port is to be cancelled and the Parties will work cooperatively to cancel the port prior to activation in accordance with Section 3.6.5.2 and neither a LSR nor a Cancellation Charges shall apply.
- 3.6.6. Combined Transfer of Service Requests. Each Party will accept transfer of service requests from the other Party for one End User Customer that includes combined requests for transfers where the End User Customer will retain one or more

telephone numbers and where the End User Customer will not change one or more telephone numbers.

3.6.7. Access to the Network Interface Device ("NID")

3.6.7.1 Each Party will allow the other Party access to the customer side of the NID consistent with Federal Communication Commission rules. The Party to which the End User Customer is transferring service may move all inside wire from the other Party's existing NID to one provided by the Party to which the End User Customer is transferring service. Where a NID is of the type which provides for customer access to one side of the NID, the Party to which the End User Customer is transferring service may elect to remove the inside wire at the connection(s) within the customer side of the NID. Where a NID is of an older type not allowing access to the customer side of the NID, the Party to which the End User Customer is transferring service must make a clean cut of the inside wire at the closest point to the NID.

3.6.7.2 NSP is responsible for accessing customer premise wiring without disturbing the OSP's plant or facilities. In no case shall NSP remove or disconnect the loop facilities, or ground wires from the OSP NIDs, enclosures, or protectors. If NSP removes the OSP loop in violation of this Agreement, NSP will hold OSP harmless from any liability associated with the removal of the OSP loop or ground wire from the OSP NID. Furthermore, NSP shall not remove or disconnect NID modules, protectors, or terminals from OSP NID enclosures.

3.6.7.3 Notwithstanding the foregoing, when CLEC is connecting a Loop provided by CLEC to the inside wiring of an End User's premises through the customer's side of the ILEC NID, CLEC does not need to submit a request to ILEC, and ILEC shall not charge CLEC for access to the ILEC NID.

3.6.8. Special Coordination Service Provider Change Activities. Special coordinated transfer of service activities ("Coordinated Cuts") will be provided between the Parties according to the terms of this subsection. Coordinated Cuts involve the performance of customer change activities during a specific, prearranged time. At the request of either Party, the other Party will perform Coordinated Cuts during a one-half (1/2) hour window on a prearranged service transfer request date and time not more than five (5) business days from the date that the local service request is made or any other mutually agreeable business day. The service request time must be on a business day, Monday through Friday or other times as may be otherwise mutually agreed to by the Parties. The one-half (1/2) hour designated prearranged time period begins at the time designated on the Firm Order Confirmation ("FOC"). The requested service transfer request date is included on the request by the Party to which the End User Customer is transferring service.

The Parties agree that there will be a charge between the Parties for the performance of these special coordinated activities. The charge will be on the basis of the number of personnel hours involved in the coordinated activities. Hourly wages shall be charged base on the applicable tariff rates for normal, overtime and premium rate schedule. Hourly charges will be applied for normal, overtime, and premium hours per the rates reflected in Attachment A. Neither Party is required to offer Coordinated Hot Cuts.

3.6.9. Local Number Portability Shall Be Provisioned as Follows:

- 3.6.9.1. LNP shall be provided by the Parties using the industry Location Routing Number database method in accordance with FCC orders, rules and regulations, and North American Numbering Council (NANC) guidelines and recommendations adopted by the FCC for wireline services. If a Party acts as a numbering partner and ports on the behalf of a Wholesale Customer that Party is fully responsible for compliance with porting rules as defined in this Section 3.6.9.
- 3.6.9.2. LNP shall only be provided within the geographic Rate Center associated with the ported number and shall not be provided across Rate Center boundaries.
- 3.6.9.3. LNP shall not be provided for the purpose of avoiding toll or long-distance charges. LNP under this agreement shall not apply to telephone numbers associated with non-geographic services, SAC codes, Feature Group A services or coin telephone services.
- 3.6.9.4. Each Party will coordinate LNP activities with the Number Portability Administration Center ("NPAC") as required including, but not limited to, importation of data identified in industry forums as is required for LNP.
- 3.6.9.5. Both Parties will conform to North American Numbering Council ("NANC") guidelines and any applicable LERG administration rules in requesting the opening of an NPA-NXX for portability in a LNP capable switch.
- 3.6.9.6. When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User Customer, the ported telephone number will be released back to the Local Service Provider owning the switch with which the NXX block associated with the ported number was assigned originally by the North American Numbering Plan Administrator.
- 3.6.9.7. The provisions of this Subsection 3.6.9 are subject to change in accordance with any changes in regulatory requirements associated

with LNP including, but not limited to, number pooling or other portability measures.

- 3.6.9.8. The Parties agree that there is no obligation to respond to requests from third parties for information or services offered under this Agreement, unless a Letter of Agency is provided. The Parties agree to exchange and to update contact and referral numbers for order inquiry, trouble reporting, billing inquiries, and information required to implement this Agreement and to comply with law enforcement and other security agencies of the government. In addition, Parties shall exchange their respective Trading Partner Profiles. The parties reserve the right to update the Trading Partner Profiles to accommodate internal changes and new or adopted FCC approved porting rules. The modified version of the Trading Partner Profiles will be forwarded to the parties' single point of contact.
- 3.7. Treatment of Voice Over Internet Protocol Traffic. VoIP-PSTN Traffic calls will be originated and terminated in the same manner as each Party does for traditional, TDM- originated circuit-switched Traffic. VoIP-PSTN Traffic that both originates and terminates within a local calling area as defined for Local Traffic pursuant to this Agreement will also be treated as Local Traffic pursuant to this Agreement. All other VoIP-PSTN Traffic will be subject to the Party's Switched Exchange Access Service tariff.
- 3.8. Both Parties shall provide dialing parity to each other in compliance with Section 251(b)(3) and implementing FCC Rules.
- 3.9. Robocall Mitigation. For robocall authorization, Parties shall adhere to all applicable federal rules and regulations. For robocall traceback, Parties shall adhere to all applicable federal rules and regulations.
- 3.10 911. As of the Effective Date of this Agreement, ILEC is not the 911 service provider serving the PSAP and each party is solely responsible for making their own 911 Arrangements to connect to the current 911 service provider and for making updates on a timely basis to the ALI database for their respective Customers. In the event that ILEC becomes the 911 service provider for any exchange where CLEC is providing service under this Agreement, ILEC will provide CLEC advance notice and the Parties agree to negotiate terms to amend this Agreement for the provision of 911 Arrangements by ILEC to CLEC.
- 3.11 Directory Listings. CLEC currently works directly with a third-party publisher in order to make its directory listings available to any and all publishers. Any charges for directory listings or distribution will be between CLEC and publisher.

SECTION 4. BILLING AND AUDIT

- 4.1. Payment. Each Party agrees to pay to the other Party all undisputed billed amounts within forty five (45) days of receipt of the invoice. All undisputed billed amounts not paid forty five (45) days of receipt of the invoice shall be past due and accrue late charges. Any undisputed past due amount will accrue late charges at the lesser of: (a) 1.5% per month, or (b) the maximum rate allowed under applicable law. A Party has two (2) years after receipt of an invoice to submit a dispute, in writing, detailing the objection(s) to any charges. A dispute shall be filed only in good faith. The Parties shall cooperate in a good faith effort to resolve any disputed amounts. If unable to achieve a mutually acceptable resolution, the Parties shall resort to dispute resolution under Section 5.0 of the Agreement. Invoices between the Parties shall be clearly organized, and charges must be accompanied by a brief, clear, non-misleading description of the service or services rendered including the minutes of use, the rate applied, and whether the charge is for facilities or usage. Invoices not complying with this section shall not be paid until re-issued in the proper format. The Billing Party will send monthly invoices to the receiving Party within ten (10) calendar days from the date of the invoice.
- 4.2. Either Party may, upon sixty (60) day written notice to the other Party, conduct an audit, during normal business hours, only on the source data/documents as may contain information bearing upon the services being provided or billing, data and invoicing, including usage data, source data, and other information and documents under the terms and conditions of this Agreement. An audit may be conducted no more frequently than once per 12- month period, and only to verify the other Party's compliance with provisions of this Agreement. The notice requesting an audit must identify the date upon which it is requested to commence, the estimated duration, the materials to be reviewed, and the number of individuals who will be performing the audit. Each audit will be conducted expeditiously. Any audit is to be performed as follows: (i) following at least forty-five (45) days prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations. Each Party will maintain data for twenty four (24) months. If an independent auditor is to be engaged, the Parties shall select an auditor by the thirtieth (30th) day following Audited Party's receipt of a written audit notice. The auditing party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties. When CLEC uses a third party's tandem and/or transit service to send Local Traffic to ILEC, ILEC must use measurements provided by the third party to determine CLEC's Local Traffic volume.
- 4.3. Back Billing. Neither Party will bill the other Party for previously unbilled charges for services or facilities that were provided more than two (2) years prior to the date of billing.

SECTION 5. DISPUTE RESOLUTION

- 5.1. The Parties agree that in the event of a default or violation hereunder, or for any dispute

arising under this Agreement or related agreements, the Parties will first confer to discuss the dispute and seek resolution prior to taking any action before any court or regulator, or before authorizing any public statement about or authorizing disclosure of the nature of the dispute to any third party. Each Party will appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith and in a timely manner to resolve any dispute arising out of or relating to this Agreement. In the event the Parties are unable to resolve the dispute through conference, either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction.

SECTION 6. FORCE MAJEURE

- 6.1. If the performance of the Agreement, or any obligation hereunder is prevented, restricted or interfered with by reason of any of the following: (a) Fire, explosion, flood, earthquake, hurricane, cyclone, tornado, storm, epidemic, pandemic, breakdown of plant or power failure, Acts of God; (b) War, revolution, civil or military commotion, acts of public enemies, blockade or embargo; (c) Any law, order, proclamation, regulation, ordinance, demand or requirement of any government or any subdivision, authority, or representative of any such government; (d) Labor difficulties, such as strikes, picketing or boycotts; (e) Delays caused by other service or equipment vendors; (f) Any other circumstance beyond the reasonable control of the Party affected; then the Party affected, upon giving prompt notice to the other Party, will be excused from such performance on a day-for-day basis to the extent of such prevention, restriction, or interference (and the other Party will likewise be excused from performance of its obligations on a performance so prevented, restricted or interfered with); provided that the Party so affected will use its best efforts to avoid or remove such causes of nonperformance and both Parties will proceed to perform with dispatch whenever such causes are removed or cease.

SECTION 7. COMMISSIONS DECISION (N/A)

SECTION 8. REGULATORY MATTERS

- 8.1. Nothing in this Agreement shall be construed to deny ILEC or confirm to ILEC a rural exemption under Section 251(f)(1) of the Act. Nothing in this Agreement shall be construed to affect either Party's rights or obligations under Section 251(f)(1) of the Act. The Parties further agree that the terms and conditions set forth herein shall not be subject to a request for suspension or modification pursuant to Section 251(f)(2) of the Act.

SECTION 9. CHANGE IN LAW

- 9.1. The Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, judicial, or other public forum addressing any matters, including matters related specifically to this Agreement, or other types of arrangements prescribed in this Agreement; provided, however, that this Agreement shall remain binding on the Parties.

- 9.2. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any (i) final, effective, unstayed, amendment to the Act, (ii) any effective legislative action that is not stayed or overturned, (iii) any effective, final, non-appealable regulatory or judicial order, rule, or regulation, (iv) a final non-appealable dispute resolution under this Agreement, or (v) any other final, effective, non-appealable legal action purporting to apply the provisions of the Act to the Parties or in which the FCC or the Commission makes a generic determination that is generally applicable to the pricing, terms and conditions of this Agreement, any of which revises, modifies or reverses the Applicable Rules (individually and collectively, "Amended Rules"), then either Party may, to the extent permitted or required by the Amended Rules, by providing thirty (30) days written notice to the other Party, require that the provisions of this Agreement that are revised, modified or reversed by the Amended Rules be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions renegotiated by the Parties to reflect each such Amended Rule.

SECTION 10. REGULATORY APPROVAL

- 10.1. Each Party is responsible for obtaining and maintaining in effect all state regulatory commission approvals and certifications that are required for that Party's provision of local exchange and/or local exchange access services in the service areas covered by this Agreement. The Parties agree to jointly file this Agreement with the Commission and to fully cooperate with each other in obtaining Commission approval.

SECTION 11. TERM OF AGREEMENT

- 11.1. Term. Subject to the termination provisions contained in this Agreement, the initial term of this Agreement shall be two (2) years from the effective date referenced in Section 12 of this Agreement. This Agreement shall continue in force and effect for consecutive one (1) year terms thereafter, unless on a date no less than three (3) months prior to the expiration of the initial term or any subsequent term, either Party requests the termination of this Agreement.
- 11.2. Post-Termination Arrangements. For service arrangements made available under this Agreement and existing at the time of termination, those arrangements will continue without interruption 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. The Parties shall act promptly and in good faith to effectuate such replacement agreement. In the event that a replacement agreement is not reached within twelve (12) months of the termination of this Agreement, the obligation to continue without interruption shall cease.
- 11.3. Termination. Either Party may terminate this Agreement for cause upon sixty (60) days'

prior written notice if (a) the other Party materially breaches this Agreement and fails to cure such breach during such sixty (60) 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 that is expressly stated in this Agreement. The Parties will cooperate to comply with any Commission rules involving termination or abandonment.

- 11.4. **Survival of Obligations.** The terms and conditions contained herein that by their context are intended to survive (or to be performed after) the termination of this Agreement, shall survive the termination hereof. Unless otherwise mutually agreed to between the Parties, if this Agreement is terminated for any reason and the Parties continue to terminate traffic for the other Party, then the terms and conditions contained herein shall continue to apply to such termination of traffic until a new arrangement is in place between the Parties; however, the Parties herein shall continue to apply to such termination of traffic until a new arrangement is in place between the Parties; however, the Parties hereby agree that they shall not perform services as defined herein for a period of longer than twelve (12) months without negotiation and execution of a new agreement.

SECTION 12. EFFECTIVE DATE

- 12.1. This Agreement will become effective upon approval of this Agreement by the Commission.

SECTION 13. AMENDMENT OF AGREEMENT

- 13.1. The Parties may mutually agree to amend this Agreement in writing. Because it is possible that amendments to this Agreement may be needed to fully satisfy the purposes and objectives, the Parties agree to work cooperatively, promptly, and in good faith to negotiate and implement any such additions, changes, and/or corrections to this Agreement. Any amendment must be made in writing, signed by both parties and approved by the Commission.

SECTION 14. LIMITATION OF LIABILITY

- 14.1 With respect to any claim or suit for damages arising out of mistakes, omissions, defects in transmission, interruptions, failures, delays or errors occurring in the course of furnishing any service hereunder, the liability of the party furnishing the affected service, if any, shall not exceed a credit for the actual cost of the services or functions not performed or improperly performed for the period of that particular service during which such mistakes, omissions, defects in transmission, interruptions, failures, delays or errors occurs and continues; provided, however, that any such mistakes, omissions, defects in transmission, interruptions, failures, delays, or errors which are caused by the

negligence or willful, wrongful act or omission of the complaining party or which arise from the use of the complaining party's facilities or equipment shall not result in the imposition of any liability whatsoever upon the other party furnishing service.

- 14.2 In no event will either party be liable to the other for any indirect, special, incidental, or consequential damages including, but not limited to, loss of profits, income or revenue, even if advised of the possibility thereof, whether such damages arise out of breach of contract, breach of warranty, negligence, strict liability, or any other theory of liability and whether such damages were foreseeable or not at the time this agreement was executed.
- 14.3 Nothing herein shall limit either party's liability for gross negligence or willful misconduct.

SECTION 15. INDEMNITY

- 15.1. Each Party will indemnify and hold the other harmless from any liabilities, claims or demands (including the costs, expenses, and reasonable attorney's fees on account thereof) that may be made by third parties for (a) personal injuries, including death, or (b) damage to tangible property resulting from the sole, gross negligence and/or sole willful misconduct of that Party, its employees or agents in the performance of this Agreement. Each Party will defend the other at the other's request against any such liability, claim, or demand. Each Party will notify the other promptly of written claims or demands against such Party of which the other Party is solely responsible hereunder.

SECTION 16. ASSIGNMENT

- 16.1. Either Party may assign this Agreement to another person, corporation or legal entity, with the written consent of the other Party, which consent will not be unreasonably withheld, conditioned or delayed, provided that either Party may assign this Agreement to a corporate Affiliate or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer.

SECTION 17. CONTROLLING LAW

- 17.1. This Agreement was negotiated by the Parties in accordance with the terms of the Act and the laws of the Commonwealth of Massachusetts. It will be interpreted solely in accordance with the terms of the Act and applicable state law.

SECTION 18. DEFAULT

- 18.1. If either Party believes the other is in breach of this Agreement or otherwise in violation of law, it will first give sixty (60) day notice of such breach or violation and an opportunity for the allegedly defaulting Party to cure. Thereafter, the Parties will employ the dispute resolution procedures set forth in this Agreement.

SECTION 19. NONDISCLOSURE

- 19.1. “Confidential Information” as used herein means any information in written, oral, or other tangible or intangible forms which may include, but is not limited to, ideas, concepts, know-how, models, diagrams, flow charts, data, computer programs, marketing plans, business plans, customer names, and other technical, financial, or business information, which is designated as “confidential” or “proprietary” by either Party in the belief that it contains a trade secret or other confidential research, development, or commercial or financial information.
- 19.2. The Parties to this Agreement recognize that they or their authorized representatives may come into possession of confidential and/or proprietary data about each other’s business as a result of this Agreement. Each Party agrees to treat all such data as strictly confidential and to use such data only for the purpose of performance under this Agreement. Each Party agrees not to disclose data about the other Party’s business, unless such disclosure is required by lawful subpoena or order, to any person without first securing the written consent of the other Party. A Party may require a nondisclosure agreement of the other Party under this section.

SECTION 20. DISCLAIMER OF AGENCY; NO THIRD-PARTY BENEFICIARIES; INDEPENDENT CONTRACTORS

- 20.1. Neither this Agreement, nor any actions taken by either Party, in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between the Parties or any relationship. Neither this Agreement, nor any actions taken by either Party in compliance with this Agreement, shall create an agency, or any other type of relationship or third-party liability between the Parties or between either Party and the customers of the other Party. 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. 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.

SECTION 21. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

- 21.1. Except as expressly provided under the agreement, neither party makes any warranty, express or implied, with respect to the services, functions and products it provides under or contemplated by this agreement and the parties disclaim the implied warranties of merchantability or of fitness for a particular purpose.

SECTION 22. NO LICENSE

- 22.1. Nothing in this Agreement shall be construed as the grant of a license, whether 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.
- 22.2. 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.
- 22.3. 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.

SECTION 23. JOINT WORK PRODUCT

- 23.1 This Agreement is the joint work product of the Parties and has been negotiated by the Parties 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.

SECTION 24. NON-WAIVER

- 24.1. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

SECTION 25. ENTIRE AGREEMENT

- 25.1. This Agreement and any Attachments, Exhibits, Schedules, or tariffs which are incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements, both oral and written, between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or

subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby. In the event of any conflict between the language of this Agreement and the language of an applicable tariff, this Agreement shall control. If a Party orders services not addressed in the Agreement, then the applicable State or Federal tariff pricing then in effect shall apply.

SECTION 26. TAXES

26.1. Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or net income.

SECTION 27. FEES/REGULATORY CHARGES

27.1. It is the mutual understanding of the Parties to this Agreement that there are no regulatory fees or regulatory surcharges specifically applicable to the subject matter of this Agreement or to either Party as a result of entering into this Agreement that would not otherwise be applicable to each respective Party. In the event that any government authority, however, determines to the contrary that regulatory fees or regulatory surcharges are applicable to the subject matter of this Agreement, then the following provision will apply. If any regulatory fee or regulatory surcharge imposed by a regulatory authority arises from the performance of this Agreement, the Party required by the regulatory agency to collect the fees/surcharge and to remit the fees/surcharge to the regulatory agency will be responsible for the fee/surcharge. Fees/Regulatory Surcharges shall include but not be limited to E911/911, E311/311 /911, franchise fees, Lifeline, hearing impaired, and Commission surcharges.

SECTION 28. EXECUTION IN DUPLICATE

28.1. This Agreement may be executed in duplicate copies, and, upon said execution, will be treated as an executed document.

SECTION 29. HEADINGS

29.1. The headings in this Agreement are inserted for convenience and identification only and will not be considered in the interpretation of this Agreement.

SECTION 30. NOTICES

30.1. Except as otherwise provided under this Agreement, any notices, demands, or requests made by either Party to the other Party hereunder will be in writing. If sent by first class mail, any such notice, demand, request, election or other communication will be

deemed to have been received on the day received; if sent by overnight courier, the day after delivery to the courier; and if sent by electronic means, including email, and followed by an original sent via overnight or first class mail, the date of the email. All notices, demands, requests, elections, or other communications hereunder will be:

Addressed as follows for ILEC:

and to CLEC, addressed as follows:

Richmond Telephone Company, LLC ATTN: Christa Proper 1416 State Road Richmond, MA 01254 Tel: 214.624.9969 Email: cproper@proper-connections.com	Lumen Attn: Gary Black, VP-Carrier Relations 931 14th Street Denver, CO 80202 Tel: 720.888.2000 Email: gary.blackjr@lumen.com
Copy To:	Copy To:
	Level 3 Communications, LLC Attn: Lumen Law Department C/O Wholesale Interconnection 931 14th Street (9th FL) Denver, CO 80202 Facsimile: (303) 383-8553 Email: Legal.Interconnection@Lumen.com
Additional Copy To:	Additional Copy To:

*Each Party will inform the other in writing of any changes in the above addresses with at least thirty (30) days notice.

The Parties have caused this Local Wireline Network Interconnection and Traffic Exchange Agreement to be executed on their behalf on the set dates forth below.

Richmond Telephone Company, LLC:

Level 3 Communications, LLC:

By: Christa M Proper
Christa M Proper (Apr 28, 2025 15:35 EDT)

By: Sarah Poindexter
Sarah Poindexter (Apr 18, 2025 10:25 CDT)

Printed: Christa M. Proper

Printed: Sarah Poindexter

Title: President

Title: Mgr Voice Interconnection

Date: 28-Apr-2025

Date: 18-Apr-2025

Attachment A

PRICE LIST

	Nonrecurring Charges
<u>Service Order Charges</u>	
New ¹	\$25
Change ²	\$15
Disconnect ³	\$15
Expedite Charge ⁴	\$25
<u>Time and Material Charges</u>	
Basic time per half (1/2) hour	\$45
Overtime per half (1/2) hour	\$65
Premium time per half (1/2) hour	\$90
<u>Coordinated Cut-Over Charge</u>	
Basic time per half (1/2) hour	\$45
Overtime per half (1/2) hour	\$65
Premium time per half (1/2) hour	\$90

¹ **New** – includes each LNP request.

² **Change** – includes any rearrangement or change to an existing service or a supplemental request.

³ **Disconnect** – disconnection of service.

⁴ **Expedite** – applies if any Party requests service prior to the standard due date intervals and the expedite request can be met by the other Party and are in addition to the applicable service order charge.