

INTERCONNECTION AGREEMENT
BETWEEN
CHAZY & WESTPORT TELEPHONE CORP.
AND
LEVEL 3 COMMUNICATIONS, LLC

This Interconnection Agreement (the “Agreement”) is made by and between Chazy & Westport Telephone Corp. (“CWT”), an incumbent local exchange carrier certificated in the State of New York with offices at 608 Miner Farm Rd., PO Box 509, Chazy, NY 12921, and Level 3 Communications, LLC, (“CLEC”), a subsidiary of CenturyLink Communications, n/k/a Lumen Technologies, Inc., with a place of business at 931 14th Street, (9th FL), Denver, CO 80202, a competitive local exchange carrier. This Agreement may refer to either CWT or CLEC as a “Party” or collectively as the “Parties.”

In consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. GENERAL

- 1.1 CWT is authorized to provide local exchange services in the state of New York (the “State”).
- 1.2 CLEC is a registered provider of competitive local exchange services in the State.
- 1.3 The Parties enter into this Agreement to interconnect their facilities and exchange traffic for the purposes of fulfilling their obligations pursuant to Sections 251(a) and (b), and 252 of the Telecommunications Act of 1996 and to replace any and all other prior agreements, both written and oral.
- 1.4 This Agreement addresses the terms and conditions under which CLEC and CWT agree to exchange Local Traffic between their respective End Users via a direct or indirect connection in accordance with this Agreement. All traffic that either Party may deliver that falls outside of the definition of Local Traffic shall not be subject to the terms and conditions of this Agreement (the “Excluded Traffic”) but may be subject to other arrangements and/or tariff of the Parties that shall govern the intercarrier treatment of such Excluded Traffic.

2. DEFINITIONS

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

- 2.1 “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 (the “FCC”).
- 2.2 “Affiliate” – a person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party. For purposes of this definition, the term “own” means to have an equity interest (or the equivalent thereof) of equal to or more than 10 percent.
- 2.3 “End User” – A third-party residence or business that is the ultimate subscriber to service(s) provisioned by a Party to this Agreement.
- 2.4 “Extended Area Service (EAS)” – a service arrangement whereby End Users that obtain local exchange service in a specific Local Service Exchange Area, and are physically located in that Local Service Exchange Area, are provided the ability to place interexchange calls to End Users that obtain local exchange service in another mutually exclusive specific Local Service Exchange Area in which they are physically located on the basis of terms, conditions and charges that are distinct from the terms applicable to message toll service and exchange service. EAS is separate and distinct from exchange service that permits end users that obtain local exchange service in a specific Local Service Exchange Area to place calls to end users that obtain local exchange service in the same Local Service Exchange Area. EAS is separate and distinct from toll services that permit end users to place interexchange calls according to interexchange toll rates based on usage and/or distance-based charges. EAS calling is established to meet the public interest demand of end users that reside and obtain local exchange service in specific communities to place calls to end users that reside and obtain local exchange service in other specific communities without incurring specific telephone message toll charges. For purposes of this Agreement, EAS includes traffic between the specific Local Service Exchange Areas, and is consistent with the service area within which CWT’s End User customers may make landline-to-landline calls without incurring a toll charge, as established by CWT’s Subscriber Service Tariff.
- 2.5 “Interconnection” – the indirect or direct physical linking of two networks for the mutual exchange of traffic.
- 2.6 “Local Service Exchange Area” – A specific geographic service area encompassing an exchange area served by a Party as defined by CWT’s

Subscriber Service Tariff or successor arrangement as permitted or required by law.

- 2.7 “Point of Interconnection (POI)” – The physical location on the CWT network where the Party’s facilities physically interconnect for direct interconnection, or indirectly at a third party intermediary tandem, for the purpose of exchanging traffic. For direct interconnection the POI will also serve as the demarcation point between the facilities that each Party is responsible to provide and establishes the interface, the test point, financial and the operational responsibility hand-off of the Parties’ respective networks. For indirect connection at an intermediary third party tandem, the POI will serve as the financial hand off of the Parties’ respective networks.
- 2.8 “Subject Traffic.” –Traffic (excluding Commercial Mobile Radio Services traffic, e.g., paging, cellular, PCS) that is originated by an End User through one Party’s network and terminates to an End User through the other Party’s network where both End Users are physically located within CWT’s Local Service Exchange Area or mandatory EAS service area as defined in CWT’s effective Local Exchange Tariff. Subject Traffic does not include optional local calling scope traffic, i.e., optional rate packages that permit the End User to choose a local calling scope beyond their basic exchange serving area for an additional fee, referred to hereafter as “optional EAS,” or FX Traffic. Any traffic not defined as Subject Traffic is non-Subject Traffic and is subject to the terminating Party’s applicable access tariff rates regardless of the technology used to deliver the traffic. Each Party is wholly responsible for traffic delivered to the other Party.

3. TERM OF THE AGREEMENT

- 3.1 This Agreement is effective on the earlier of: (i) the date the Commission deems the Agreement effective; or (ii) ninety (90) days after the filing of the Agreement with the Commission provided the Commission does not reject the Agreement in the intervening period (“Effective Date”).
- 3.2 The Initial Term of this Agreement shall be two (2) years, beginning on the Effective Date.
- 3.3 Absent the receipt by a Party of written notice from the other Party at least ninety (90) days prior to the expiration of the Initial Term to the effect that such Party does not intend to extend the Initial Term of this Agreement, this Agreement shall automatically renew and remain in full force and effect on and after the expiration of the Initial Term on a year-to-year basis.
- 3.4 If pursuant to Section 3.3, above, this Agreement continues in full force and effect after the expiration of the Initial Term, either Party may terminate this Agreement ninety (90) days prior to the expiration of any renewal term as

reflected in Section 3.3 and after delivering written notice to the other Party of its intention to terminate this Agreement.

- 3.5 In the event of default, the non-defaulting Party may terminate this Agreement in whole or in part provided that the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within sixty (60) days or such other time period as the Parties may agree is reasonable under the circumstances after written notice thereof. Default is defined to include:

- (1) A Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party; or
- (2) A Party's material breach of any of the material terms or conditions hereof, including the failure to make any undisputed payment when due.

- 3.6 Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination.

- 3.7 If upon expiration or termination of this Agreement other than pursuant to Section 3.5 above, the Parties are negotiating a successor agreement, during such negotiation period each Party shall continue to perform its obligations and provide the services described herein under this Agreement until such time as the successor agreement becomes effective. The Parties expressly agree that the rates, terms, and conditions of the successor agreement shall be retroactive back to the date of termination of this Agreement or such other time period as the Parties may agree, such that all payments made from the date of termination of this Agreement to the effective date of the successor agreement shall be trueed-up to comply with the rates, terms and conditions of the successor agreement.

4. METHODS OF INTERCONNECTION

- 4.1 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 of providing trunks to the POI for Local Traffic that that Party originates. Each Party will be solely responsible for the cost and operation of its portion of the construction of the facilities to the POI.
- 4.2 Each Party is responsible for the transport of originating calls from its network to the POI.
- 4.3 The Parties acknowledge that CLEC may lease facilities from CWT or an

alternative third-party provider or constructs its own facilities in order to achieve connection to the POI. Where a Party arranged for the leasing or construction by a third party of the facilities it requires to the POI, that Party shall ensure and be responsible for the activities of that third party including, but not limited to, the necessary coordination of that third party's activities with the other Party.

- 4.4 At the time of execution of this Agreement, traffic between the Parties is at a level that is de minimus and, subject to 4.5 below, Parties agree that they will exchange traffic to the POI through the intermediary third-party tandem (currently, ALBYNYSS5GT) provided, however, that either Party may mutually agree to deliver traffic to the other at an alternative third-party facilities.
- 4.5 At such time that the monthly volume of traffic exchanged between the Parties exceeds a DS1 volume of traffic for a consecutive three-month period, a direct interconnection shall be established pursuant to Section 4.7; provided, however, that Parties may mutually agree to continue to exchange traffic on an indirect basis until such time that either Party notifies the other that it is requesting a direct connection. Nothing herein precludes CLEC from requesting a direct interconnection regardless of the volume of traffic exchanged
- 4.6 If a Party chooses indirect interconnection, that Party shall pay for its transit charges for its originated traffic sent to the other Party for termination.
- 4.7 Direct Interconnection. Direct Interconnection between the Parties will be provided at rates contained in Exhibit A of this Agreement. Such interconnection will be at a POI mutually agreed to by the Parties provided the POI remains on the CWT network.
- 4.8 Direct trunks will be provisioned as two-way facilities.
- 4.9 Alternative Methods of Interconnection. Parties may mutually agree to establish alternative Methods of Interconnection.

5. **SIGNALING**

Each Party will provide and implement SS7 mandatory parameters to support SS7 signaling for call setup for the interconnection trunks. Each Party shall be responsible for provisioning applicable CLASS features and function, either directly or indirectly, to its own End Users.

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

6. TRAFFIC COMPENSATION

- 6.1 Subject Traffic shall be exchanged on a bill and keep basis according to this Agreement.
- 6.2 Non-Subject Traffic shall be billed at each Party's applicable access tariff.

7. BILLING

7.1 Charges and Payment

- (1) Except as otherwise provided in this Agreement, payment of amounts billed for Services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds on the later of the following dates (the "Due Date"): (a) the due date specified on the billing Party's statement; or, (b) twenty-one days (21) days after the issuance of the bill. Payments shall be transmitted by electronic funds transfer or check. Invoices shall be sent to:

To: CWT Accounts Payable Chazy & Westport Telephone Corp. 608 Miner Farm Rd. PO Box 509 Chazy, NY 12921 Or via email to: Accounts_payable@Chazyandwestport.com	To: CLEC For Paper Invoices (not sent on CD) CenturyLink Communications CLK01 – CenturyLink CLK01 Media Processing CenturyLink PO Box 15700 Phoenix, AZ 85060 Or via email to: centurylink.invoices@synchronoss.com For CDs, FedEx, UPS or Overnight Packages CenturyLink Communications CLK01 – CenturyLink c/o Synchronoss 4020 E Indian School Rd Phoenix, AZ 85018 Any electronically submitted E-paper or mechanized invoices should be directed to centurylink.invoices@synchronoss.com
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or such other address as the Parties may designate to one another on at least thirty (30) days' prior written notice.

- (2) All charges under this Agreement shall be billed within two (2) years from the time the charge was incurred; previously unbilled charges more than two (2) years from the time the charge was incurred shall not be billed by either Party, and shall not be payable by either Party. Nothing in this subsection shall affect the right of a Party to contest inaccurate invoices to the extent provided under law.
- (3) If any portion of an amount billed by a Party under this Agreement is subject to good faith dispute between the Parties, the billed Party shall 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. Notice of a dispute may be given by a Party at any time, either before or after an amount is paid, and a Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid. Previously paid amounts that are subsequently disputed shall not be withheld (i.e., no "claw back") and the billed Party shall pay by the Due Date all current undisputed amounts with no offsets for disputes. Parties may dispute inaccurate invoices up to two (2) years from the date an invoice is received.

8. DISPUTE RESOLUTION

Any dispute between the Parties regarding the interpretation of or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation, between the Parties, in the first instance. If requested to do so by either Party, both Parties will assign an employee of the Party to resolve such disputes within ten (10) business days and notify the other of the name, email address, and phone number of each Parties' assigned employee. Failure to assign such employee will be deemed a default of this Agreement. Should such negotiations fail to resolve the dispute in a reasonable time, the Parties may, upon mutual agreement, submit the matter to alternative dispute resolution, or in the absence of such an agreement, either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction.

9. NETWORK DESIGN AND MANAGEMENT

- 9.1 The Parties will work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. CWT will provide written notice to CLEC of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

- (1) Each Party shall provide to the other's surveillance management center a twenty-four (24)-hour, seven days per week contact number for network traffic management issues. A fax number and email address must also be provided to facilitate event notifications for planned mass calling events.
 - (2) Each Party has the duty to alert the other to any network events that can result or have resulted in material service interruption, blocked calls, or negative changes in network performance.
 - (3) The Parties will process maintenance requests, in a timely manner, at no less than parity with the manner in which each Party processes maintenance requests for similarly situated carriers.
- 9.2 Neither Party will charge rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either Party's network interconnection arrangement contained in this Agreement.
- 9.3 The Parties will provide Common Channel Signaling (CCS) information to one another for all exchanged Traffic. All mandatory CCS signaling parameters will be provided. All privacy indicators will be honored.
- 9.4 Each Party shall be responsible for provisioning applicable CLASS features and function, either directly or indirectly, to its own End Users.
- 9.5 Parties shall provide prior notification of any scheduled maintenance activity performed by the Parties that may be service affecting to the other Party.

10. LOCAL NUMBER PORTABILITY

- 10.1 The Parties shall abide by the rules and regulations of the Federal Communications Commission and the New York Public Service Commission rules and regulations to port numbers from and to each other.
- 10.2 Parties will bill for the processing of Local Service Request at rates found in Exhibit A of this Agreement.
- 10.3 In the event that one Party ports a number from the other Party and the port request is subsequently found to have been made without End User authorization, a Service Restoration Fee, as found in Exhibit A of this Agreement, will apply for the re-establishment of service with the original Party.

11. **E911 / 911**

CWT does not provide 911 services and any such services are wholly the responsibility of CLEC. Should CWT provide 911 services, CWT will allow CLEC to order such service from CWT. Each Party will make their own ALI database updates.

12. **DIRECTORY LISTING AND DIRECTORY DISTRIBUTION**

CLEC will work directly with a third-party vendor in order to make its Directory Listing available to any and all publishers. CWT will not impede CLEC in the listing of CLEC's End Users for inclusion in CWT's directory. Any charges for directory listings or distribution will be between CLEC and publisher or publishers. Nothing herein will require CWT to produce a physical directory (i.e., "white pages book").

13. **ROBOCALL MITIGATION**

13.1 Parties shall adhere to all applicable federal rules and regulations governing Robocalls.

13.2 Traceback

13.2.1 Tracebacks are a private-led effort, by the official U.S. Traceback Consortium selected by the FCC, to trace back the origin of suspected unlawful robocalls.

13.2.2 The Parties agree to cooperate and respond to Traceback requests from the official U.S. Traceback Consortium and to take steps to eliminate the origination and transmission of illegal calls pursuant to FCC requirements.

14. **LIMITATION OF LIABILITY**

14.1 As used in this Section, "Service Failure" means a failure to comply with a direction to install, restore or terminate services under this Agreement, a failure to provide services under this Agreement, and failures, mistakes, omissions, interruptions, delays, errors, defects or the like, occurring in the course of the provision of any services under this Agreement.

14.2 Except as otherwise stated in Section 14.5, the liability, if any, of a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, to the other Party, the other Party's customers, and to any other person, for claims arising out of a Service Failure shall not exceed an amount equal to the pro rata applicable monthly charge for the services that are subject to the Service Failure for the period in which such Service Failure occurs.

14.3 Except as otherwise stated in Section 14.5, a Party, a Party's Affiliates, and the

directors, officers and employees of a Party and a Party's Affiliates, shall not be liable to the other Party, the other Party's customers, or to any other person, in connection with this Agreement (including, but not limited to, in connection with a Service Failure or any breach, delay or failure in performance, of this Agreement) for special, indirect, incidental, consequential, reliance, exemplary, punitive, or like damages, including, but not limited to, damages for lost revenues, profits or savings, or other commercial or economic loss, even if the person whose liability is excluded by this Section has been advised of the possibility of such damages.

- 14.4 The limitations and exclusions of liability stated in Sections 14.1 through 14.3 shall apply regardless of the form of a claim or action, whether statutory, in contract, warranty, strict liability, tort (including, but not limited to, negligence of a Party), or otherwise at law or in equity.
- 14.5 Nothing contained in Sections 14.1 through 14.4 shall exclude or limit liability:
- 14.5.1 under Sections 14.2, or Section 15.2 Indemnification Process;
 - 14.5.2 or any obligation to indemnify, defend and/or hold harmless that a Party may have under this Agreement;
 - 14.5.3 or a claim for infringement of any patent, copyright, trade name, trade mark, service mark, or other intellectual property interest;
 - 14.5.4 under any order or requirement of the FCC or Commission; or
 - 14.5.5 under the financial incentive or remedy provisions of any service quality plan required by the FCC or the Commission.
- 14.6 In the event that the liability of a Party, a Party's Affiliate, or a director, officer or employee of a Party or a Party's Affiliate, is limited and/or excluded under both this Section 14 and a provision of an applicable Tariff, the liability of the Party or other person shall be limited to the smaller of the amounts for which such Party or other person would be liable under this Section or the Tariff provision.

15. **INDEMNIFICATION**

- 15.1 For the Services provided under this Agreement, each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other Party ("Indemnified Party"), the Indemnified Party's Affiliates, and the directors, officers and employees of the Indemnified Party and the Indemnified Party's Affiliates, from and against any and all claims that arise out of bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property ("Third Party Claim") of any person, to the extent such injury, death, damage, destruction or loss, was proximately caused by the

grossly negligent or intentionally wrongful acts or omissions of the Indemnifying Party, the Indemnifying Party's Affiliates, or the directors, officers, employees, agents or contractors of the Indemnifying Party or the Indemnifying Party's Affiliates, in connection with this Agreement.

15.2 Indemnification Process:

15.2.1 As used in this Section 15, "Indemnified Person" means a person whom an Indemnifying Party is obligated to indemnify, defend and/or hold harmless under Section 15.1.

15.2.2 An Indemnifying Party's obligations under Section 15.1 shall be conditioned upon the following:

15.2.3 The Indemnified Party: (a) shall give the Indemnifying Party written notice of the claim promptly after becoming aware thereof (including a statement of facts known to the Indemnified Party related to the claim and an estimate of the amount thereof); (b) prior to taking any material action with respect to a Third Party Claim, shall consult with the Indemnifying Party as to the procedure to be followed in defending, settling, or compromising the claim; (c) shall not consent to any settlement or compromise of a Third Party Claim without the written consent of the Indemnifying Party; (d) shall permit the Indemnifying Party to assume the defense of a Third Party Claim (including, except as provided below, the compromise or settlement thereof) at the Indemnifying Party's own cost and expense, provided, however, that the Indemnified Party shall have the right to approve the Indemnifying Party's choice of legal counsel.

15.2.4 If the Indemnified Party fails to comply with Section 15.2.3 with respect to a claim, to the extent such failure shall have a material adverse effect upon the Indemnifying Party, the Indemnifying Party shall be relieved of its obligation to indemnify, defend and hold harmless the Indemnified Person with respect to such Claim under this Agreement.

15.2.5 Subject to 15.2.6 and 15.2.7, below, the Indemnifying Party shall have the authority to defend and settle any Third Party Claim.

15.2.6 With respect to any Third Party Claim, the Indemnified Party shall be entitled to participate with the Indemnifying Party in the defense of the claim if the claim requests equitable relief or other relief that could affect the rights of the Indemnified Party. In so participating, the Indemnified Party shall be entitled to employ separate counsel for the defense at the Indemnified Party's expense. The Indemnified Party shall also be entitled to participate, at its own expense, in the defense of any claim, as to any portion of the claim as to which it is not entitled to be indemnified, defended and held harmless by the Indemnifying Party.

15.2.7 In no event shall the Indemnifying Party settle a Third Party Claim or consent to any judgment with regard to a Third Party Claim without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed. In the event the settlement or judgment requires a contribution from or affects the rights of an Indemnified Party, the Indemnified Party shall have the right to refuse such settlement or judgment with respect to itself and, at its own cost and expense, take over the defense against the Third Party Claim, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify or hold harmless the Indemnified Person against, the Third Party Claim for any amount in excess of such refused settlement or judgment.

15.2.8 The Indemnified Party shall, in all cases, assert any and all provisions in applicable tariffs and customer contracts that limit liability to third persons as a bar to, or limitation on, any recovery by a third-person claimant.

15.2.9 The Indemnifying Party and the Indemnified Party shall offer each other all reasonable cooperation and assistance in the defense of any Third Party Claim.

15.3 Except as otherwise provided above, each Party agrees that it will not implead or bring any action against the other Party, the other Party's Affiliates, or any of the directors, officers or employees of the other Party or the other Party's Affiliates, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party or the other Party's Affiliate and that arises out of performance of this Agreement'

15.4 Each Party's obligations under this Section 15 shall survive expiration, cancellation or termination of this Agreement.

16. **MODIFICATION OF AGREEMENT**

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 executed by the Parties.

17. **INTELLECTUAL PROPERTY**

Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark, service mark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by

estoppel. It is the responsibility of CWT to ensure, at no separate or additional cost to CLEC, that CWT has obtained any necessary licenses (in relation to intellectual property of third parties used in CWT's network) to the extent of CWT's own use of facilities or equipment (including software) in the provision of service to CWT's End User customers.

18. **CONFIDENTIAL INFORMATION**

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 request a nondisclosure agreement of the other Party under this section.

19. **RURAL TELEPHONE COMPANY**

The Parties acknowledge that CWT is entitled to maintain that it is a rural telephone company (as defined in 47 U.S.C. 44) as provided by 47 U.S.C. 251(f). By entering into this Agreement, CWT is not waiving its right to maintain that it is a rural telephone company and its right to maintain that it is exempt from § 251(c) under 47 U.S.C. 251(f) of the Act.

20. **MISCELLANEOUS**

20.1 **Compliance with Law; Force Majeure.** The Parties shall comply with any applicable orders, rules or regulations of the FCC, Commission and Federal and State law during the term of this Agreement. Notwithstanding anything to the contrary contained herein, a Party shall not be liable nor deemed to be in default for any delay or failure of performance under this Agreement resulting directly from acts of God, civil or military authority, acts of public enemy, war, hurricanes, tornadoes, pandemics, epidemics, storms, fires, explosions, earthquakes, floods, electric power outages, government regulation, strikes, lockouts or other work interruptions by employees or agents not within the reasonable control of the non-performing Party.

20.2 **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.

20.3 **Participation in Regulatory and Other Proceedings.** By entering into this

Agreement, neither Party waives its right or ability to participate in any regulatory, judicial, or legislative proceedings regarding the proper interpretation and /or application of the Act, including interpretation and /or application that may differ from the terms contained within this Agreement.

- 20.4 **Waivers.** Any failure by either Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.
- 20.5 **Assignment.** A Party may not assign this Agreement other than to an Affiliate without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, provided, however, a Party may assign this Agreement, or any portion thereof, without consent to any entity which controls, is controlled by or is under common control with the assigning Party. Any such assignment shall not, in any way, affect or limit the rights and obligations of the Parties, under the terms of this Agreement. Notice of assignment must be given at least sixty (60) days in advance of the proposed assignment.
- 20.6 **Severability.** In the event that any provision of this Agreement shall be held invalid, illegal, or unenforceable, it shall be severed from the Agreement and the remainder of this Agreement shall remain valid and enforceable and shall continue in full force and effect; provided however, that if any severed provisions of this Agreement are essential to any Party's ability to continue to perform its material obligations hereunder, the Parties shall immediately begin negotiations of new provisions to replace the severed provisions.
- 20.7 **Authority.** The undersigned signatories represent that they have the authority to execute this Agreement on behalf of their respective companies.
- 20.8 **Survival.** Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, confidential information, limitations of liability and any other provisions of this Agreement which, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, shall survive cancellation or termination thereof.
- 20.9 **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New York, the Act, and other applicable federal law.
- 20.10 **Filing of Agreement.** Upon execution, CWT shall file this Agreement with the Commission pursuant to the requirements of Section 252 of the Act.

20.11 Notices. Notices given by one Party to the other Party under this Agreement shall be in writing and shall be either: (i) delivered by express delivery service; (iii) mailed, certified mail, return receipt requested or (iii) delivered by telecopy, to the following addresses of the Parties:

To: CWT <u>For Official Notices:</u> Chazy & Westport Telephone Corp. Joseph J. Forcier Vice President Chazy & Westport Telephone Corp. 608 Miner Farm Rd. / PO Box 509 Chazy, NY 12921 Email: JosephForcier@westelcom.net	To: CLEC <u>For Official Notices:</u> Lumen Attn: Gary Black VP – Carrier Relations 931 14th Street (9th FL) Denver, CO 80202 Phone: 720-888-2000 Email: gary.blackjr@Lumen.com With a 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
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or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the date of actual receipt.

20.12 Relationship of Parties. It is the intention of the Parties that each shall be an independent contractor and nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

20.13 No Third-Party Beneficiaries. The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, and this Agreement shall not provide any person not a Party hereto with any remedy, claim, liability, reimbursement, right of action, or other right in excess of those existing without reference hereto. Nothing in this Agreement shall be construed to prevent a Party from providing services to or obtaining services from other carriers.

20.14 Entire Agreement. This constitutes 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. This Agreement may only be modified in writing signed by an officer of each Party.

- 20.15 Conflict with Tariffs. 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 this Agreement, then the applicable State or Federal tariff pricing then in effect shall apply. In the event a service is de-regulated and de-tariffed, elements and rates for such service shall be charged under each Party's applicable pricing schedule.

[signature page to follow]

This Agreement is executed as dated below.

Chazy & Westport Telephone Corp.

By: *Joseph J. Forcier*
Joseph J. Forcier (Dec 15, 2023 09:51 EST)

Name: Joseph J. Forcier

Title: Vice President

Date: Dec 15, 2023

Level 3 Communications, LLC

By: *Gary R. Black Jr*
Gary R Black Jr (Dec 16, 2023 07:42 MST)

Name: Gary Black

Title: VP – Carrier relations

Date: Dec 16, 2023

PRICING ATTACHMENT

1. Direct Interconnection Facilities: Pursuant to NECA Tariff FCC No. 5, or such successor tariff that CWT may be subject to.

Local Number Portability Services

1. Local Service Order: No charge.
2. Service Restoration Fee: \$ 55.00 per order plus \$10 per number ported