

**AGREEMENT**  
**for the**  
**COMMISSION-REQUIRED EXCHANGE OF**  
**EXTENDED AREA SERVICE (EAS) TRAFFIC AND THE**  
**COMMISSION-REQUIRED EXCHANGE OF**  
**TRAFFIC WITH CARRIERS USING**  
**VIRTUAL NXX NUMBERS**

**Effective as of April 13, 2017**

**Between**

**State Telephone Company, Inc.**

**and**

**CenturyLink Communications, LLC**

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**AGREEMENT  
for the  
COMMISSION-REQUIRED EXCHANGE OF EXTENDED AREA SERVICE (EAS)  
TRAFFIC  
AND THE COMMISSION-REQUIRED EXCHANGE OF TRAFFIC WITH CARRIERS  
USING  
VIRTUAL NXX NUMBERS**

This is the AGREEMENT for the COMMISSION-REQUIRED EXCHANGE OF EXTENDED AREA SERVICE (“EAS”) TRAFFIC AND THE COMMISSION-REQUIRED EXCHANGE OF TRAFFIC WITH CARRIERS USING VIRTUAL NXX NUMBERS (“Agreement”) by and between State Telephone Company, Inc. (“STC”), a New York corporation with offices at 46 Reed Street, Coxsackie, NY 12151, and CenturyLink Communications, LLC (“CenturyLink”) a Limited Liability Company formed under the laws of the State of Delaware with offices at 100 CenturyLink Drive, Monroe, Louisiana 71203. This Agreement may refer to either STC or CenturyLink as a “Party” or to both STC and CenturyLink as the “Parties.”

**RECITALS**

**WHEREAS**, STC and CenturyLink are local exchange carriers (“LECs”) authorized to provide telecommunications services in the State of New York; and

**WHEREAS**, the Parties individually seek to exchange telecommunications service traffic to specific extended area service (“EAS”) areas in the State of New York in which STC End Users have EAS calling; and

**WHEREAS**, the Parties recognize that certain End Users have mutual calling demands and interests between certain separate communities as defined by the applicable EAS regulations of the Commission for which the provision of non-toll rated calling services is in the public interest; and

**WHEREAS**, the Parties recognize that the ability to provide two-way EAS calling between separate communities to their respective customers under a specific rate plan is dependent on the terms under which the Parties exchange EAS Traffic; and

**WHEREAS**, the specific exchange areas between which customers of the Parties exchange EAS calls are each separate and mutually exclusive geographic areas; and

**WHEREAS**, the Parties desire to allow for the exchange of specific traffic as contemplated by this Agreement and required by applicable law; and

**WHEREAS**, pursuant to applicable law, the Parties agree that STC’s service and network responsibilities cannot and do not extend beyond STC’s incumbent LEC operating service area; and

**WHEREAS**, this Agreement addresses the terms and conditions under which the Parties will exchange Virtual NXX Traffic and other EAS traffic arising from decisions of the New

York Public Service Commission issued December 22, 2000 and September 7, 2001 in Case No. 00-C-0789 (collectively, the "Commission's Orders"), without waiver by either Party to continue to argue its position regarding such type of traffic; and

**WHEREAS**, CenturyLink may want to utilize, for its convenience, the network of one or more third party LECs that connect to the LEC network of STC as a means for the exchange of a limited scope of traffic as defined in this Agreement.

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

This Agreement sets forth the terms, conditions, and compensation between the Parties for the exchange of EAS Traffic delivered by one Party to the other Party, the exchange of traffic delivered by one Party to the other Party to a customer that has been assigned a Virtual NXX Number.

## **1.0 DEFINITIONS**

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

**1.1** "Act" means the Communications Act of 1934, as amended.

**1.2** "Commercial Mobile Radio Service" or "CMRS" means a radio communications service between mobile service stations or receivers and land stations, or between mobile stations communication among themselves that is provided for a profit and that makes interconnected service available to the public or to such classes of eligible users as to be effectively available to a substantial portion of the public.

**1.3** "Commission" means the New York Public Service Commission.

**1.4** "Commission's Orders" means the decisions issued by the Commission on December 22, 2000 and on September 7, 2001 in Case No. 00-C-0789.

**1.5** "Common Channel Interoffice Signaling" or "CCIS" or "Common Channel Signaling System 7" ("CCS") mean the signaling system, developed for use between switching systems with stored-program control, for transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data traffic of the call. "SS7" means the common channel out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph ("CCITT") and the American National Standards Institute ("ANSI").

**1.6** "Customer," "End User" or "End User Customer" means the residence or business subscriber that is the ultimate user of Telecommunications Services provided and billed directly by either of the Parties, and, for purposes of this Agreement, may (1) place or receive

EAS calls or (2) place or receive calls where the residential or business Customer is assigned a Virtual NXX Number.

**1.7** “Digital Signal Level” means one of several transmission rates in the time-division multiplex hierarchy.

**1.8** “Digital Signal Level 1” or “DS1” or “T1” means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

**1.9** “Digital Signal Level 3” or “DS3” or “T3” means the 44.736 Mbps third-level in the time-division multiplexing hierarchy. In the time-division multiplex hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

**1.10** “Extended Area Service” or “EAS” is a service arrangement whereby End Users that obtain local exchange service in a specific local service exchange area are provided the ability to place and receive interexchange calls to End Users that obtain local exchange service in another mutually exclusive specific local service exchange area on the basis of terms, conditions and charges that are distinct from the terms applicable to message toll service and exchange service and where compliance with all applicable Commission-prescribed EAS regulations has been demonstrated. EAS is separate and distinct from exchange service that permits End Users to place and receive calls to End Users 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 in specific communities to place calls to, and receive calls from, End Users 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 as set forth in Exhibit 1 to this Agreement.

**1.11** “EAS Traffic” means traffic that falls within the definition of “EAS” that is exchanged between the Parties. The Local Exchange Service Areas between which EAS Traffic shall be exchanged under this Agreement shall only be those established by STC in accordance with applicable Commission regulations. Subject to Section 3.4 and Section 9.0, the Parties agree that they will treat Virtual NXX Traffic as EAS Traffic under this Agreement; provided, however, that in the case of Virtual NXX Traffic, the rate centers of the Virtual NXX Traffic and the rate center of the Home Exchange are within the same LATA. EAS Traffic does not include any traffic originated from or terminated to a Commercial Mobile Radio Service provider or any other third party.

**1.12** “Foreign Exchange” means with respect to an End User any exchange and associated specific geographic area other than the Home Exchange of an End User. The Foreign Exchange is the exchange in which that End User obtains Foreign Exchange Service.

**1.13** “Foreign Exchange Service” means a service arrangement under which an End User obtains local exchange service in an exchange area other than the End User’s Home Exchange. Foreign Exchange Service includes both a charge to the End User for local exchange

service and a charge associated with a dedicated, private facility from the Foreign Exchange to the Home Exchange. Foreign Exchange Service is distinct from Virtual NXX Service.

**1.14** "Home Exchange" means the exchange and specific geographic area for that exchange in which the End User's premises is physically located.

**1.15** "Information Service" is as defined in the Communications Act of 1934, as amended.

**1.16** "Information Service Provider" or "ISP" is any entity, including but not limited to an Internet service provider that provides Information Services and specifically excludes a provider of voice service.

**1.17** "ISP Traffic" is traffic originated by an End User of one Party and delivered to the other Party for switching to an ISP. ISP Traffic is data traffic only and excludes all voice service provided by either Party or by any entity providing such voice service jointly or under an agreement with either Party.

**1.18** "Local Access and Transport Area" or "LATA" has the same meaning as that contained in the Act.

**1.19** "Local Exchange Carrier" or "LEC" is any common carrier authorized to provide exchange and exchange access services.

**1.20** "Local Service Exchange Area" or "Local Service Area" is a specific geographic service area encompassing an exchange area served by a Party as set forth in Exhibit 1 to this Agreement. The Local Service Exchange Areas define the mutually exclusive geographic areas between which the Parties exchange EAS pursuant to this Agreement.

**1.21** "NXX Code" means a ten thousand (10,000) block of numbers which has the same initial three (3) digit prefix with a seven digit dialing sequence which is assigned to a LEC for the provision of its local exchange service.

**1.22** "Point of Connection," or "POC" as stated in the Commission's Orders shall be at the certificated service area boundary of STC.

**1.23** "Rate Center" means the specific geographic point ("Vertical and Horizontal" ("V&H") coordinates) and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a LEC for its provision of basic exchange telecommunications services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive End User traffic to/from, the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which the LEC provides basic exchange telecommunications service bearing the particular "NXX" designations associated with the specific Rate Center, except as provided for in the Commission's Orders.

**1.24** "Tariff" means any applicable federal or state Tariff of a Party that sets forth the generally available terms and conditions under which a Party offers a particular service, facility, or arrangement.

**1.25** "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent or received.

**1.26** "Virtual Exchange" means, with respect to a specific End User, the exchange where the rate center point associated with the telephone number assigned to that End User is not the same rate center point as that End User's Home Exchange. With respect to Virtual NXX Traffic, a Virtual Exchange's rate center must be in the same LATA and the same State as the rate center of the Home Exchange.

**1.27** "Virtual NXX Number" means a number assigned by a carrier to a Customer that has obtained Virtual NXX Service.

**1.28** "Virtual NXX Service" means a service arrangement whereby an End User with its premises physically located in one exchange area is assigned a telephone number that is associated with a different exchange area other than the End User's Home Exchange. Under this arrangement, the telecommunications carrier providing Virtual NXX Service to the End User provides transmission of telecommunications between the Virtual Exchange and the End User's Home Exchange. Virtual NXX Service is distinct from Foreign Exchange Service in that Virtual NXX Service does not require the End User to obtain and pay charges associated with a dedicated, private circuit between the Home Exchange and the Foreign Exchange. The Virtual Exchange must be in the same LATA and the same State as the Home Exchange.

**1.29** "Virtual NXX Traffic" means traffic from or to a Customer assigned a Virtual NXX Number by that Party.

## **2.0 INTERPRETATION AND CONSTRUCTION**

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

**2.2** The Parties acknowledge that some of the services, facilities, or arrangements described herein reference the terms of federal or state Tariffs of the Parties. Each Party hereby incorporates by reference those provisions of any Tariff that governs any terms specified in this



Agreement for the exchange of EAS Traffic. If any provision contained in this main body of the Agreement and any Exhibit hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of this Agreement shall prevail. If any provision of this Agreement and an applicable Tariff cannot be reasonably construed or interpreted to avoid conflict, the Parties agree that the provision contained in this main body of this Agreement shall prevail.

### **3.0 SCOPE OF TRAFFIC COVERED BY THIS AGREEMENT**

#### **3.1 INCLUDED TRAFFIC**

**3.1.1** This Agreement sets forth: (a) the terms and conditions under which the Parties agree to exchange certain EAS Traffic delivered by one Party to the other Party; and (b) the terms and conditions under which Virtual NXX Traffic is exchanged between the Parties. The delivery of EAS Traffic under this Agreement only applies to traffic between End Users of the Parties as herein defined. The exchange of Virtual NXX Traffic for completion is only under the condition that the End Users that have obtained Virtual NXX Service are significantly located within the same LATA and the same State as the other End User involved in call and therefore that the Parties agree that two percent (2%) of the EAS Traffic exchanged over the EAS facility arrangements anticipated by this Agreement shall be deemed Non-EAS Traffic and subject to STC's rates for originating intrastate exchange access tariff (the "STC Access Rates"), billed monthly by STC, and paid by CenturyLink based on the STC Access Rates and the carrier access invoice that STC sends to CenturyLink. The Parties further agree that this 2% factor noted herein is subject to audit and that the implementation of any findings arising from an audit of this 2% factor shall not reduce the 2% factor. The specific Local Service Exchange Areas that are the subject of this Agreement between which End Users of the Parties may be provided EAS calling service(s), together with the identification and location of associated end offices and the location of the Point of Connection, are set forth in Exhibit 1 to this Agreement. Under this Agreement, the Parties agree that any and all intercarrier compensation regimes shall be no different than those applicable to the origination and termination of Time Division Multiplex protocol traffic regardless of the signaling and transport protocol used.

**3.1.2** This Agreement's provisions regarding the exchange of traffic defined in Section 3.1.1 apply only to the specific Local Service Exchange Areas specified in Exhibit 1 for which STC End Users have EAS calling as part of the local exchange service that STC offers to such End Users. From time to time, the Parties can negotiate the exchange of traffic defined in Section 3.1.1 between additional pairs of Local Service Exchange Areas where the Parties have first complied with all applicable Commission-prescribed EAS regulations, but this Agreement does not require either of the Parties to negotiate any changes. Without agreement by both Parties to such changes, the specific Local Service Exchange Areas set forth in Exhibit 1 and the combination(s) of Local Service Exchange Areas that determines the exchange of traffic defined in Section 3.1.1 as also set forth in Exhibit 1 shall not change. This Agreement's provisions regarding EAS apply only to the exchange of two-way EAS Traffic for which the rate structure applied to End User services by one Party for calls in one direction is the same as the rate structure applied by the other Party for calls in the opposite direction.

**3.1.3** Each Party warrants and represents that it will not provision any of its services or exchange any traffic hereunder in a manner that permits the arbitrage and/or circumvention of the application of intrastate access charges by any other Party including, but not limited to, third party carriers, aggregators, resellers, and the Commission-defined unlawful resale or bridging of EAS service beyond the Local Service Exchange Areas specified in Exhibit 1. Each Party also agrees to take all reasonable steps to terminate any service to one of its users that permits that user to arbitrage and/or circumvent the application of intrastate access charges by the other Party; provided, however, that until such time as the arbitrage or circumvention is resolved, the Party that is allowing the POC to be used for the delivery of such traffic shall pay either terminating or originating access charges based on the directionality of the traffic and pursuant to the applicable tariff of the other Party. Notwithstanding the foregoing, and subject to the rates, terms and conditions of any applicable Tariff of one of the Parties (should the Commission determine that access charges apply), nothing in this Agreement shall be interpreted to prevent either Party from routing traffic and serving customers in any manner permitted by applicable law. Both Parties agree that they will engineer their respective networks and design their respective systems to deliver traffic in compliance with this Section 3; provided however, that each Party may use protective network traffic management controls as available in their networks such as, but not limited to, 7-digit and 10-digit code gaps, on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. CenturyLink and STC will immediately notify each other of any protective control action planned or executed.

**3.1.4** To properly track Virtual NXX Traffic as separate matters, each Party will cooperate fully in identifying to the other Party all Customers that it has assigned a Virtual NXX Number. Each Party shall provide an initial report containing said Virtual NXX Customer's assigned telephone numbers and service location. The initial report shall be provided thirty (30) days after the effective date of the contract. The Parties shall provide updates to the list within thirty (30) days of a change. In addition, upon request but not more than quarterly, a Party may request a summary report of the information delineated above. All reports and related information provided pursuant to this paragraph shall be considered strictly confidential and subject to the provisions of Section 11.4, whether or not so identified.

**3.1.5** Both Parties warrant and represent that they will:

**3.1.5.1** assign telephone numbers in a manner consistent with this Agreement to only those End Users physically located within the same LATA and within the same state as the STC exchange so that the resulting traffic exchanged between the Parties will be confined to the scope of this Agreement as set forth in Section 3.1.1;

**3.1.5.2** provision their services in a manner required by Section 3.1.3 so that the resulting traffic exchanged between the Parties pursuant to this Agreement will be confined to the scope of the traffic as set forth in Section 3.1.1;

**3.1.5.3** adopt the Rate Center areas and Rate Center points that are identical to those used by STC;

**3.1.5.4** assign whole NXX Codes to each Rate Center, or where, applicable, thousand number blocks within a NXX Code assigned to that Rate Center; and

**3.1.5.5** provide accurate Calling Party Number ("CPN") and/or Automatic Number Identification ("ANI") on at least ninety-five percent (95%) of all traffic delivered to the POC. Where CPN and/or ANI are not provided, the Parties agree that the Party receiving such traffic shall assess, and the delivering Party shall pay to the receiving Party, the applicable intrastate terminating access charges. In the event that the appropriate traffic identifiers (*i.e.*, ANI or CPN) are missing from the call records, the Parties, upon request, shall work jointly to investigate the cause of the missing traffic identifiers, and, if such traffic is determined to be from the other Party, shall work jointly to ensure that the missing traffic identifiers are provided.

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

**3.1.5.7** on all traffic exchanged pursuant to this Agreement, not substitute (or allow such substitution) or implement any arrangement within its switch(es) that generates an incorrect ANI, CPN or other SS7 parameter than those associated with the originating End User. Upon determination that a Party has substituted (or allowed such substitution) or generated such incorrect parameters on traffic exchanged pursuant to this Agreement, the offending Party shall pay the other Party the charges contemplated by Section 3.1.6.1, below, in addition to other remedies that the non-offending Party may have. The substitution (or allowing such substitution) or generation of incorrect traffic parameters contemplated herein shall constitute a default of this Agreement.

**3.1.6** For each year that this Agreement is in effect, and within forty-five (45) days of a written request from either Party (the "Requesting Party"), the other Party (the "Providing Party") shall provide one complete month of all the call records associated with the traffic (the "Test Month") that the Providing Party delivers to the Requesting Party through the Point of Connection ("POC") established under the Agreement. The call records shall conform to the then prevailing industry standard record format (or such other standard industry format as established from time to time). The first request in a given year of a Requesting Party for the call records of the Providing Party shall be provided to the Requesting Party at no charge. Any reasonable costs associated directly with additional requests in that same year for call records shall be borne by the Requesting Party; provided, however, that the Requesting Party is not required to pay such costs if it demonstrates that some of the traffic associated with those records falls outside of the scope of traffic identified in Section 3.1.1 of this Agreement. Each Party shall reasonably cooperate with the other in any investigation under this Section. If it is determined that Providing Party has been terminating traffic through the POC that is exchange access traffic, the Providing Party shall:

**3.1.6.1** pay to the Requesting Party three (3) times all applicable switched access charges of the Requesting Party for all usage originated from that telephone number based on the Test Month;

**3.1.6.2** upon notice from the Requesting Party to the Providing Party that traffic is being delivered that falls outside of Section 3.1 of this Agreement and that is subject to access charges, immediately begin work to remedy the problem within twenty four (24) hours; and

**3.1.6.3** shall notify the Requesting Party as soon as the problem is corrected, subject to the understanding that access charges shall continue to be assessed by the Requesting Party and paid by the Providing Party until such time as the correction has occurred.

### **3.2 EXCLUDED TRAFFIC**

This Agreement does not cover any traffic originating or terminating to telephone numbers associated with areas other than the Local Service Exchange Areas set forth in 1. This Agreement does not apply to any traffic that both originates and terminates within the same Local Service Exchange Area. The terms and conditions of this Agreement are not applicable to: (1) Commercial Mobile Radio Service provider or any other third party traffic; (2) intraLATA toll traffic; (3) switched access traffic; (4) interLATA toll traffic; (5) toll free traffic (translated or untranslated) including but not limited to 550.55X/800/888/878/866/8XX traffic; (6) ISP Traffic; or (7) any other traffic that is not specifically identified in Section 3.1.1 as subject to this Agreement (the "Excluded Traffic"). The jurisdiction of all Excluded Traffic under this Agreement shall be based on the "to" or "from" telephone numbers not being both within the EAS calling area of an STC End User. For such "Excluded Traffic," intrastate or interstate switched access charges shall apply and shall be due and owing to the terminating Party by the originating Party upon receipt of the terminating Party's invoice; provided, however, that the Parties recognize and agree that STC is not authorized to carry intraLATA toll traffic or interLATA toll traffic and thus any applicable exchange access charges that may be assessed by CenturyLink shall be the sole responsibility of the interexchange carrier that accepts from or delivers to such traffic to CenturyLink. Where charges are properly assessed by one Party to the other Party under this Agreement, such charges shall be based on either the interstate or intrastate switched access tariff of the terminating Party (or where such tariff does not exist, a separate contractual arrangement between the Parties), and shall include, but not be limited to, the assessment of any interest charges where payment is not made by the originating Party within thirty (30) days of the date of the terminating Party's invoice. Any interest charges assessed pursuant to this Section 3.2 shall be in accordance with the terminating Party's applicable access tariff or where such tariff does not exist, the separate contractual arrangement between the Parties. Except as provided in Section 3.5 below where a third party may be providing transit services or leasing facilities to support direct interconnection, this Agreement is not applicable to traffic originated, terminated, or carried on third party networks or any traffic originated or terminated by users of Commercial Mobile Radio Services..

### **3.3 INTERMEDIARY EAS TRAFFIC FUNCTIONS**

Neither Party shall provide an intermediary function for the other Party's connection of its End Users to the End Users of a third party telecommunications carrier without the consent of all Parties and without the establishment of mutually agreeable terms and conditions governing

the provision of the intermediary functions. This Agreement does not obligate either Party to utilize any intermediary or transit traffic functions of the other Party.

### **3.4 RESERVATION OF RIGHTS WITH RESPECT TO VIRTUAL NXX TRAFFIC AND ASSOCIATED NETWORK INTERCONNECTION OBLIGATIONS**

The Parties acknowledge and agree that Virtual NXX Traffic is included in this Agreement solely for the benefit of CenturyLink and as a result of the Commission Order. The Parties also acknowledge and agree that STC would not have included Virtual NXX Traffic within this Agreement in the absence of the Commission Order. Accordingly, all provisions of this Agreement (including, but not limited to, provisions governing Virtual NXX Traffic and any required network interconnection obligations) are included in this Agreement without waiver or prejudice to any positions that either Party has taken previously or may take in the future in any legislative, regulatory, or other public forum addressing or related to Virtual NXX Traffic, required network interconnection obligations, or any other subject addressed in this Agreement. The Parties further acknowledge and agree that, if any aspect of the Commission's Orders is subsequently modified in any manner or vacated by a court of competent jurisdiction or is subsequently modified directly or indirectly by any other judicial, regulatory or legislative body (the "Action"), any provision of this Agreement that is affected by the Action will be modified in accordance with the Action, and the Parties agree to enter into negotiations to modify only those portions of this Agreement necessary to comport with the Action, with the remaining portions of this Agreement remaining in full force and effect. The Parties further agree that any modification required by the Action shall be retroactive to the effective date of the Action.

### **3.5 TRUNK GROUPS**

**3.5.1** The Parties agree to connect their respective networks for the purpose of allowing each Party to exchange or deliver that traffic defined in Section 3.1.1. The Parties agree to establish the STC certificated service area boundary as the Point of Connection ("POC") as set forth in Exhibit 1. Each Party will make available to the other Party, at the POC, trunks over which the originating Party can terminate traffic as defined in Section 3.1.1 to the End Users of the terminating Party. The Parties agree to provide and maintain their own facilities up to the POC.

**3.5.1.1** If CenturyLink does not provision direct trunks to the POC as provided for in Section 3.5.2, CenturyLink shall, as required by the Commission's Orders, make all necessary arrangements with Verizon New York, Inc. ("Verizon") to arrange for the transport service described in the Commission's Orders (the "Transport Service") from the Verizon tandem to the POC, CenturyLink shall notify STC of CenturyLink's use of the Verizon Transport Service. STC agrees that it will participate in any necessary discussions and implementation of connecting carrier facilities and necessary agreements with Verizon associated with the CenturyLink election to utilize the Transport Service of Verizon. CenturyLink further agrees that where CenturyLink elects to utilize the Transport Service of Verizon, CenturyLink is responsible for the establishment of all proper business arrangements and agreements associated with the use of such Transport Service in a manner consistent with

both the terms and conditions of this Agreement and the Commission's Orders including, but not limited to, bearing all costs and the payment of all charges associated with ordering and use of the Transport Service. Regardless of whether CenturyLink provisions direct trunks or utilizes the Transport Service, CenturyLink shall, in all events, be responsible for the actions of Verizon as well as for providing appropriate information (Carrier Identification Code or CIC, Access Customer Name Abbreviation Code or ACNA Code, Jurisdiction Information Parameter or JIP/Location Routing Number or LRN any and Trunk Group Number or TGN) to allow for the identification of CenturyLink's traffic exchanged through the POC. In addition to all other indemnifications included in this Agreement, CenturyLink also agrees to indemnify, defend and hold STC harmless against charges and any other claims, whatsoever, by Verizon and any third party associated with CenturyLink's ordering and use of the Transport Service. The Parties further agree that STC shall provision its facilities to the POC as it deems necessary and that STC's facilities required under the Commission's Orders shall be separate from any other facilities that STC has or may have with Verizon; provided, however, that CenturyLink shall not be required to bear any costs for such STC facilities to the POC if STC chooses to establish such separate facilities.

**3.5.1.2** As prescribed by the Commission's Orders, CenturyLink shall be required to provision direct trunks to the POC described in Section 3.5.1.1 at the same time that the volume of traffic defined in Section 3.1.1 reaches a DS 1 level. For purposes of implementing this requirement, the Parties agree that CenturyLink may utilize the Verizon trunking arrangement described in Section 3.5.1.1 to exchange EAS Traffic and Virtual NXX Traffic that does not exceed one (1) DS1 level volume of calls for any three (3) months in any consecutive six (6) month period or for any consecutive three (3) months ("Threshold Level"). The Parties shall monitor such traffic level and shall take reasonable steps to provide written notification to each other within one (1) month of the date that the Threshold Level has been met or exceeded.

**3.5.1.3** Notwithstanding Section 3.5.1.2, CenturyLink agrees that, prior to beginning to provide service to a Customer that, in good faith, is forecasted to consist of volumes large sufficient to exceed the Threshold Level, CenturyLink shall not use the Verizon trunking arrangement described in Section 3.5.1.1 and, in lieu thereof, directly connect its network to STC at the POC in the manner described in Section 3.5.2.

**3.5.1.4** Where there is traffic congestion associated with CenturyLink's utilization of the Verizon trunking arrangement described in Section 3.5.1.1, both Parties agree that they will utilize industry-accepted network traffic and engineering standards to determine how CenturyLink's utilization of the Verizon trunking arrangement should be modified to relieve such traffic congestion. In the event that the requirements of this Section 3.5.1.4 are triggered, CenturyLink agrees to use its best efforts to ensure that Verizon and any other carrier also utilizing Verizon's trunking arrangement are included in the discussions required to relieve the traffic congestion, and STC shall assist CenturyLink in its efforts.

**3.5.1.5** In the event 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 maintenance service charge applies:

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

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

**3.5.2** The Parties agree to work cooperatively to forecast trunk requirements for the exchange or delivery of traffic provided for in Section 3.1.1 between their respective End Users. In accordance with the Commission's Orders, when traffic volumes reach the Threshold Level, CenturyLink shall connect with STC via a separate/direct trunk group at the POC established for purposes of STC's connection with Verizon as provided for in Section 3.5.1.1. Once the Threshold Level has been reached, the Parties shall mutually agree regarding whether to implement one-way or two-way trunks. For purposes of implementing this separate direct trunk arrangement, the Parties agree that CenturyLink may either construct or lease facilities from Verizon or any third party to the POC described in Section 3.5.1.1 and that CenturyLink shall be responsible for arranging such facilities.

**3.5.3** Regardless of how such facilities are provisioned (*e.g.*, owned, leased or obtained pursuant to Tariff, etc.) each Party is individually and financially responsible to provide facilities to the POC that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in a mutually acceptable format and in a manner that neither destroys nor degrades the normal quality of service each Party provides to its respective End Users.

**3.5.4** Neither Party will use any service related to or using any of the services provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other carriers or to either Party's End Users, or causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment (individually and collectively, "Network Harm"). If a Network Harm occurs or if a Party reasonably determines that a Network Harm is imminent, such Party will, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required; provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party will:

- (a) Promptly notify the other Party of such temporary discontinuance or refusal;
- (b) Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal; and
- (c) Inform the other Party of its right to bring a complaint to the Commission or the Federal Communications Commission. \_

**3.5.5** The Parties recognize that some of the traffic to be exchanged under this Agreement may be destined for telephone numbers that have been ported. Where traffic to be exchanged under this Agreement is destined for telephone numbers that have, in turn, been ported and when more than one carrier is involved in completing that traffic, the N-1 carrier has the responsibility to determine if a query is required, to launch the query, and to route the call to the appropriate switch or network in which the telephone number resides. If a Party does not fulfill its N-1 carrier responsibility (the "Non-Querying Party"), the other Party (the "Querying Party") shall, if technically feasible, perform default LNP queries on calls to telephone numbers with portable NXXs received from the Non-Querying Party and route the call to the appropriate switch or network in which the telephone number resides. The Non-Querying Party shall be responsible for payment of all charges assessed by the Querying Party as identified in Schedule III for "Default Query Service" including any reciprocal compensation assessed by the third party terminating carrier and/or transit charges assessed by a third party tandem provider. When such charges are billed by the Querying Party to the Non-Querying Party and such charges are disputed by the Non-Querying Party, the Querying Party shall provide the Non-Querying Party with an opportunity to challenge such charges. If such charges are disputed by the Non-Querying Party, the Non-Querying Party may request the Querying Party to provide its underlying validation of those charges to the Non-Querying Party for examination and review.

### **3.6 SIGNALING**

**3.6.1** In order to track and monitor the traffic that is being exchanged at the POC both Parties agree to utilize SS7 Common Channel Signaling ("CCS") between their respective networks for the traffic addressed in this Agreement. Both Parties will provide CCS connectivity in accordance with accepted industry practice and standard technical specifications. For all traffic they deliver to the POC, the Parties agree to cooperate with one another on the exchange of all appropriate unaltered CCS messages for call set-up, including without limitation ISDN User Part ("ISUP") and Transaction Capability User Part ("TCAP") messages to facilitate interoperability of CCS-based features and functions between their respective networks, including CLASS features and functions. All CCS signaling parameters, including, but not limited to, the Jurisdictional Indicator Parameter ("JIP") and the originating End User telephone number (including CPN and/or ANI), calling party category, Charge Number, etc. will be provided by each Party in conjunction with all traffic it delivers to the POC. All privacy indicators will be honored.

**3.6.2** Accurate CPN and ANI associated with the end user originating the call must be provided. Accurate CPN shall be associated with the ANI (with any differences explained by the applicable Party) is:



3.6.2.1 CPN that is a dialable, working telephone number, that when dialed, will reach the end user to whom it is assigned, at that end users site;

3.6.2.2 CPN that has not been altered;

3.6.2.3 – CPN that is not a charge party number;

3.6.2.4 CPN that follows the North American Numbering Standard and can be identified in numbering databases as an active number; and

3.6.2.5 CPN that is assigned to an active End User.

### **3.7 NETWORK MAINTENANCE AND TRUNK PROVISIONING**

The Parties will work cooperatively to install and maintain a reliable network for the provision of traffic defined in Section 3.1.1 between the Parties' respective End Users. The Parties will exchange relevant information to maintain reliability. The Parties agree to work cooperatively to forecast trunk requirements

### **3.8 NO COMPENSATION**

Except as provided in Section 3.1, neither Party, in a manner consistent with the Commission's Orders, has any obligation to provide compensation to the other Party for the other Party's origination or termination of traffic described in Section 3.1.1.

### **3.9 COMPLIANCE WITH LAW ENFORCEMENT AGENCIES AND THE COMMUNICATIONS ASSISTANCE FOR LAW ENFORCEMENT ACT (“CALEA”)**

Each Party shall:

3.9.1 solely be responsible for its CALEA/law-enforcement-related activity;

3.9.2 ensure that it takes all actions necessary for a full response to any CALEA and/or other law enforcement-related inquiry related in any manner to the originating/terminating traffic from an End User served by one of its assigned numbers; and

3.9.3 ensure that such actions are completed in a timely manner.

Where a Party fails (the “Failing Party”) to comply with any one or more of these obligations and an action is brought or costs imposed upon the other Party (the “Non-Failing Party”), the Failing Party shall indemnify the Non-Failing Party pursuant to the requirements of Section 6.0 of this Agreement.

### **3.10 TREATMENT OF 911/E911 TRAFFIC**

Each Party is solely responsible for the receipt and transmission of 911/E911 traffic originated by users of any of its services. The Parties acknowledge and affirm that calls to 911/E911 services shall NOT be routed over the trunk group(s) arrangements contemplated by this Agreement. To the extent that a Party incorrectly routes such traffic over such arrangements, that Party shall fully indemnify and hold harmless the other Party for any claims, including claims of third parties, related to such calls.

### **3.11 SCOPE OF AGREEMENT**

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

### **3.12 AUDITS**

In addition to the other requirements contained in this Section 3, either Party may, upon written notice to the other Party, conduct an audit, during normal business hours, only on the source data/documents as may contain information bearing upon the services being provided under the terms and conditions of this Agreement. An audit may be conducted no more frequently than once per twelve (12) month period, and only to verify the other Party's compliance with provisions of this Agreement. The notice requesting an audit must identify the date upon which it is requested to commence, the estimated duration, the materials to be reviewed, and the number of individuals who will be performing the audit. Each audit will be conducted expeditiously. Any audit is to be performed as follows: (a) following at least forty-five (45) days' prior written notice to the audited Party; (b) subject to the reasonable scheduling requirements and limitations of the audited Party; (c) at the auditing Party's sole cost and expense; (d) of a reasonable scope and duration; and (e) in a manner so as not to interfere with the audited Party's business operations. No original books or records of the Party being reviewed may leave the premises of the Party being reviewed; provided, however, that requests for copies of any data contained in the books or records shall not be unreasonably refused provided that any cost associated with a copy is paid by the Party requesting that such copy be made. Prior to commencing the review, the Party being reviewed may request the execution of a confidentiality agreement to protect confidential information disclosed through the course of the review at its sole discretion.

### **3.13 BREACH OF SECTION 3**

Should any element identified under this Section 3 be breached, the Parties agree that non-breaching Party shall have the option to immediately convert the arrangements identified herein to the rates, terms and conditions of the non-breaching Party's intrastate exchange access tariff.

#### **4.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES**

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS 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.

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.

#### **5.0 NO CANCELLATION OR NON-RECURRING CHARGES**

No cancellation charges shall apply with respect to any of the terms of this Agreement. No non-recurring charges shall apply with respect to any of the terms of this Agreement.

#### **6.0 INDEMNIFICATION**

**6.1** Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever related to the subject matter of this Agreement, including, but not limited to, reasonable costs and attorneys' fees (collectively, a "Loss"), (a) whether suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, incurred during the term of this Agreement and to the extent proximately caused by the acts or omissions of the indemnifying Party, regardless of the form of action, or (b) suffered, made, instituted, or asserted by its own customer(s) against the other Party arising out of the other Party's provision of services to the indemnifying Party under this Agreement, except to the extent caused by the indemnified Party's intentional or gross negligent acts or willful misconduct. Notwithstanding the foregoing indemnification, nothing in this Section 6.0 shall affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, or any applicable Tariff(s), regulations or laws for the indemnified Party's provision of said services.

**6.2** The indemnification provided herein shall be conditioned upon:

**6.2.1** The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification.

**6.2.2** The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate

legal counsel only at its sole cost and expense. Prior to retaining legal counsel pursuant to this Section 6.2.2, the indemnifying Party shall seek written assurances from the legal counsel chosen that such counsel does not have any conflict of interest with the indemnified Party.

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

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

**6.2.5** The indemnified Party shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.

**6.3** To the extent permitted by law, and in addition to its indemnity obligations under Sections 6.1 and 6.2, each Party shall provide, in its Tariffs that relate to any Telecommunications Service provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such parties be liable to any Customer or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable Customer for the service(s) or function(s) that gave rise to such Loss, or (ii) any Consequential Damages (as defined in subsection 7.2, below).

## **7.0 LIMITATION OF LIABILITY**

**7.1** Except in the instance of harm resulting from an intentional or grossly negligent action or willful misconduct of one Party, the liability of either Party to the other Party for damages arising out of (1) failure to comply with a direction to install, restore or terminate facilities, or (2) out of failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder shall be determined in accordance with the terms of the applicable Tariff(s) of the providing Party. In the event no Tariff(s) apply, the providing Party's liability shall not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors or defects occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors or defects. Because of the mutual nature of the exchange of traffic arrangement between the Parties pursuant to this Agreement, the Parties acknowledge that the amount of liability incurred under this Section 7.1 may be zero.

**7.2** In no event shall either Party be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including, without limitation, negligence of any kind, even if the other Party has

been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation under Section 6.

**7.3** Except in the instance of harm resulting from an intentional or grossly negligent action or willful misconduct, the Parties agree that neither Party shall be liable to the customers of the other Party in connection with its provision of services to the other Party under this Agreement. Nothing in this Agreement shall be deemed to create a third party beneficiary relationship between the Party providing the service and the Customers of the Party purchasing the service. In the event of a dispute involving both Parties with a Customer of one Party, both Parties shall assert the applicability of any limitations on liability to customers that may be contained in either Party's applicable Tariff(s).

## **8.0 TERM AND TERMINATION**

This Agreement shall be effective on the date on which it is executed and shall continue in force and effect unless and until terminated as provided herein. CenturyLink will agree to file this Agreement with the Commission for approval, on behalf of the Parties, within ten (10) days of execution by both Parties. Either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be provided at least sixty (60) days in advance of the date of termination.

## **9.0 COMPLIANCE WITH LAWS AND REGULATIONS**

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

**9.2** This Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or a court in the exercise of its lawful jurisdiction, including, but not limited to, any matter addressed in this Agreement. The Parties agree to negotiate in good faith any such changes or modifications required to comply with the requirements of this Subsection. Unless otherwise specifically required to comply with the effective date of an action described in this Subsection, and except as otherwise provided for in Section 3.4, any change or modification shall be effective upon either the receipt of any necessary regulatory approval or the execution of an amendment by the Parties to this Agreement regarding such change or modification whichever is later.

**9.3** Notwithstanding the provisions 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, or other public forum addressing any matters, including matters related specifically to this Agreement or other types of arrangements prescribed in this Agreement. In the event that the Commission was to reject this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). Further, this Agreement is subject to

change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

**9.4** The Parties agree that the exchange of that traffic defined in Section 3.1.1 of this Agreement will be in accordance with the rules and regulations of the Commission. Accordingly, both Parties acknowledge that the exchange of such traffic does not constitute an interconnection agreement pursuant to 47 U.S.C. §§251 or 252 or any rules promulgated by the Federal Communications Commission thereunder. The Parties agree that it is in their mutual interest to seek approval of this Agreement. The filing of this Agreement does not create obligations for either Party under the Act that do not otherwise apply. The Parties recognize that STC is a rural telephone company and is entitled to all rights afforded rural telephone companies under the Act including, but not limited to, exemptions, suspensions, and modifications under 47 U.S.C. §251(f). This Agreement does not affect, and STC does not waive, any rights including, but not limited to, the rights afforded STC under 47 U.S.C. §251(f).

## **10. SEVERABILITY**

If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language that does not materially alter the economic effect of this Agreement on either Party. If replacement language cannot be agreed upon within a reasonable period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party in accordance with Section 8.0.

## **11.0 MISCELLANEOUS**

### **11.1 AUTHORIZATION**

**11.1.1** STC is a corporation duly organized, validly existing and in good standing under the laws of the State of New York and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

**11.1.2** CenturyLink is a Limited Liability Corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and authorized to do business in an is in good standing under the laws of State of New York, and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.

### **11.2 DISCLAIMER OF AGENCY; NO THIRD PARTY BENEFICIARIES; INDEPENDENT CONTRACTOR**

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, nor any similar type 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 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 for in this Agreement, no Party shall undertake 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.

### **11.3 FORCE MAJEURE**

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the affected Party shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interferences (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall treat the other Party in a nondiscriminatory manner during any event described in this paragraph, and shall use its best efforts to avoid or remove the cause(s) of non-performance. Both Parties shall proceed to perform with dispatch once the cause(s) are removed or cease.

### **11.4 TREATMENT OF PROPRIETARY AND CONFIDENTIAL INFORMATION**

**11.4.1** Both Parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Proprietary Information"). Proprietary Information shall remain the property of the disclosing Party. Both Parties agree that all Proprietary Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Proprietary Information will be returned to the owner within a reasonable time; provided, however, that Proprietary Information conveyed orally shall be afforded protection under this paragraph to the extent it is identified as Proprietary Information at the time it is conveyed. Both Parties agree that the Proprietary Information shall be utilized by the non-disclosing Party only to the extent necessary to fulfill the terms of this Agreement or upon such terms and conditions as may be agreed upon between the Parties in

writing, and for no other purpose. Both Parties agree to receive such Proprietary Information and not to disclose such Proprietary Information. Both Parties agree to protect the Proprietary Information received from distribution, disclosure or dissemination to anyone except employees and duly authorized agents of the Parties with a need to know such Proprietary Information and which employees and agents agree to be bound by the terms of this Section. Both Parties will use the same standard of care to protect Proprietary Information received as they would use to protect their own confidential and proprietary information.

**11.4.2** Notwithstanding the foregoing, both Parties agree that there will be no obligation to protect any portion of the Proprietary Information that is either: 1) made publicly available by the owner of the Proprietary Information or lawfully disclosed by a non-party to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; 3) publicly known through no wrongful act of the receiving Party; 4) previously known to the receiving Party without an obligation to keep it confidential; 5) required to be disclosed by any governmental authority or applicable law; or 6) approved for release by written authorization of the disclosing Party.

## **11.5 CHOICE OF LAW**

The construction, interpretation, enforcement and performance of this Agreement shall be in accordance with the laws of the State of New York, without regard to its conflict of laws provisions, except to the extent that federal law applies, in which case federal law shall control.

## **11.6 TAXES**

Each Party shall be responsible for any and all taxes and surcharges arising from its conduct under this Agreement. Any Party that fails to pay and/or report its applicable taxes and surcharges shall indemnify the other Party for such failure. With respect to STC, and where applicable, the treatment of all taxes will be subject to the terms and conditions of the appropriate STC Tariff that applies to the End User treatment of the traffic.

## **11.7 DISPUTE RESOLUTION**

Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed in the first instance by good faith negotiation between the Parties, in conjunction with the applicable Tariffs and applicable regulatory decisions and state and federal laws. Should such negotiations fail to resolve the dispute in a reasonable time, either Party may initiate an appropriate action in a regulatory or judicial forum of competent jurisdiction.

## **11.8 NOTICES**

Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (a) delivered personally, (b) delivered by express delivery service, or (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested to the following addresses of the Parties:



To: State Telephone Company, Inc.

Mark R. Evans  
Vice President  
46 Reed Street  
Coxsackie, NY 12151

To: CenturyLink

Charles Lahey (Lead Engineer)  
c/o Interconnection Agreements  
100 CenturyLink Drive  
Monroe, LA 71203  
Phone: (703) 323-0085  
Facsimile: (303) 391-2275  
Email: [Charles.Lahey@CenturyLink.com](mailto:Charles.Lahey@CenturyLink.com)

With Copy to:

CenturyLink Law Department  
Associate General Counsel, Interconnection  
931 14<sup>th</sup> Street (9<sup>th</sup> FL)  
Denver, CO 80202  
Phone: N/A  
Facsimile: (303) 383-8553  
Email: [Legal.Interconnection@CenturyLink.com](mailto:Legal.Interconnection@CenturyLink.com)  
[Jeff.Nodland@CenturyLink.com](mailto:Jeff.Nodland@CenturyLink.com)

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of (i) the next business day when notice is sent via express delivery service, or (ii) three (3) days after mailing in the case of certified U.S. mail.

## **11.9 JOINT WORK PRODUCT**

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.

## **11.10 NO LICENSE**

**11.10.1** Nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except

in accordance with the terms of a separate license agreement between the Parties granting such rights.

**11.10.2** 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.

#### **11.11 SURVIVAL**

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

#### **11.12 PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS**

Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos, company name or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

#### **11.13 NON-WAIVER**

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.

#### **11.14 ENTIRE AGREEMENT**

This Agreement and any Exhibits, Schedules, or Tariffs which are incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements 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.

**11.15 COUNTERPARTS**

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

**11.16 MODIFICATION, AMENDMENT, SUPPLEMENT, OR WAIVER**

No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 12<sup>th</sup> day of April, 2017.

State Telephone Company, Inc.

CenturyLink Communications, LLC

\_\_\_\_\_  
Printed: Mark R. Evans

\_\_\_\_\_  
Printed: Diane Wright

Title: Vice President

Title: Manager, Contracts Administrator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit I**

State CLLI	STC Rate Center	Associated Verizon EAS EAS Rate Centers	V&H of POC Located at STC's Certificated Service Area Boundary	CenturyLink CLLI	CenturyLink Rate Center
CXSCNNYXADSO	Coxackie	See Attached	V-4697 H-1600	ALBYNYSSXGS	Albany
RAVNNYXADSO	Ravena	See Attached	V-4670 H-1622	ALBYNYSSXGS	Albany

**Exhibit 1- Att.****COXACKIE (731 NXX)**

EAS calling into following Verizon Albany NXXs (Updated Periodically)

202	291	369	431	457	484	560	727	857
207	292	375	432	458	485	573	728	858
209	300	376	433	459	486	577	729	859
210	301	378	434	461	487	588	731	860
221	303	380	435	462	488	591	756	866
225	312	390	436	463	489	596	763	877
227	320	391	437	465	495	598	764	888
229	322	396	438	466	496	605	767	892
242	330	402	439	467	505	618	772	894
248	331	406	441	469	506	625	776	911
253	337	408	442	470	512	626	779	925
256	339	416	443	471	514	635	788	928
257	340	419	445	472	522	641	795	935
258	342	421	446	473	525	649	800	937
259	343	422	447	474	526	669	810	943
262	349	423	448	475	527	671	811	944
264	364	424	449	476	528	689	813	945
265	365	426	451	477	533	694	814	947
269	366	427	453	478	542	701	817	956
275	367	428	454	479	545	708	819	
281	368	429	455	482	550	719	852	

**RAVENA (756 NXX)**

EAS calling into following Verizon Albany NXXs (Updated Periodically)

202	269	344	387	442	479	591	728	859
203	270	345	388	443	482	596	729	860
207	271	346	389	445	484	598	731	862
209	272	347	390	446	485	605	732	865
210	273	348	391	447	486	608	738	866
213	274	349	393	448	487	612	739	867
218	275	355	395	449	488	618	754	869
220	276	356	396	451	489	621	756	874
221	279	357	399	452	491	626	764	877
225	280	362	402	453	495	629	767	878
227	281	364	406	454	496	630	768	880
228	283	365	408	455	498	631	772	888
229	285	366	410	456	505	635	776	892
230	286	367	416	457	506	640	779	894
233	292	368	419	458	512	641	782	911
235	300	369	421	459	514	649	783	915

237	301	370	422	461	522	669	785	925
238	308	371	423	462	525	671	786	928
242	312	372	424	463	526	687	788	935
243	320	373	426	464	527	688	795	937
244	322	374	427	465	528	689	800	944
248	326	375	428	466	533	690	810	951
250	328	376	429	467	540	694	813	952
253	330	377	431	469	542	698	814	953
256	331	378	432	470	545	701	817	956
257	334	379	433	471	550	703	821	961
258	336	380	434	472	557	708	831	982
259	337	381	435	473	560	713	833	986
262	339	382	436	474	573	717	836	
264	340	383	437	475	577	720	847	
265	341	384	438	476	579	723	852	
266	342	385	439	477	588	724	857	
268	343	386	441	478	590	727	858	