

**INTERCONNECTION AGREEMENT**  
**BETWEEN**  
**LEVEL 3 COMMUNICATIONS, LLC**  
**AND**  
**ONTARIO TELEPHONE COMPANY, INC.**

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## **INTERCONNECTION AGREEMENT**

THIS INTERCONNECTION AGREEMENT ("Agreement"), dated as of the date stated above, is by and between Ontario Telephone Company, Inc. ("ILEC") with offices at 75 Main Street, Phelps, NY 14532, and Level 3 Communications, LLC, a subsidiary of CenturyLink Communications n/k/a Lumen Technologies, Inc. ("CLEC") with offices at 931 14th Street, (9th FL), Denver, CO 80202. This Agreement may refer to either ILEC or CLEC or both as a "Party" or "Parties."

WHEREAS, ILEC is an Incumbent Local Exchange Carrier authorized to provide Telecommunications Services in various exchanges in the State of New York (the "ILEC's Service Territory"); and

WHEREAS, CLEC is or seeks to become a Competitive Local Exchange Carrier authorized to provide Telecommunications Services in the ILEC's Service Territory;

WHEREAS, the Parties wish to interconnect their facilities and exchange Telecommunications Traffic to fulfill their obligations pursuant to §§ 251(a) and (b) and 252 of the Telecommunications Act of 1996 ("Act"); and

WHEREAS, This Agreement establishes the methodology for the exchange of and compensation for Telecommunications Traffic (as defined herein) exchanged directly or indirectly via a third Party network.

NOW THEREFORE, in consideration of the mutual agreements contained herein, ILEC and CLEC agree as follows:

### **1. Purpose**

- 1.1. The rates, terms and conditions contained within this Agreement, including all Attachments, comply and conform to each Party's obligations under §§ 251(a) and (b) and 252 of the Act. The term "this Agreement" shall include all Attachments and all future amendments, modifications, and supplements.
- 1.2. ILEC has no obligation to establish interconnection service arrangements to enable CLEC to exchange interexchange toll traffic. CLEC agrees that it is requesting and will use this arrangement for purposes of exchanging Telecommunications Traffic, that it does not intend to use this arrangement for exchanging InterLATA Traffic and that any exchange of InterLATA Traffic will be incidental and minor.
- 1.3. The Parties recognize that ILEC 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 USC § 251(f). This Agreement does not affect, and ILEC does not waive, any rights including, but not limited to, the rights afforded ILEC under 47 USC § 251(f).

## **2. Term of the Agreement**

- 2.1. This Agreement shall become effective (the “Effective Date”) upon final approval by the Commission or within 90 days of filing with a Commission if the Commission takes no action.
- 2.2. The Parties agree to the provisions of this Agreement for an initial term of two (2) years from the Effective Date of this Agreement. After the initial term, this Agreement shall automatically renew for successive one (1) year periods, unless either Party gives the other Party written notice of its intent to terminate or its desire to renegotiate at least ninety (90) days prior to the expiration date of the initial or any renewal term.
- 2.3. Either Party may send a request to renegotiate this Agreement upon its termination and the Parties intend that the negotiation and arbitration processes of the Act will be applicable to such a request. The date of the notice to negotiate a successor agreement will be the starting point for the negotiation window under § 252 of the Act. The Parties intend that a renegotiated or arbitrated Agreement will be effective as of the date of termination of this Agreement and any new negotiated or arbitrated rates will be subject to true-up as of the termination date of this Agreement. If upon expiration or termination of this Agreement 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.
- 2.4. Upon termination of this Agreement, and no acceptance by CLEC of the Subsequent Agreement, ILEC shall continue to offer services to CLEC pursuant to the terms, conditions and rates set forth in ILEC’s then current standard interconnection agreement or pursuant to any applicable Tariff. In the event that ILEC’s standard interconnection agreement becomes effective as between the Parties, if CLEC subsequently accepts the Subsequent Agreement offered by ILEC pursuant to paragraph 2.3, above, or is otherwise offered by ILEC to CLEC, the terms of such Subsequent Agreement shall be effective as of the date it is accepted by CLEC.

## **3. Termination of the Agreement**

- 3.1 Termination Upon Default. Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; provided however, that, if the default is for a reason other than the payment of monies, the non-defaulting Party notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default within sixty (60) calendar days of receipt of written notice thereof. Default means any one or more of the following:

- 3.1.1. A Party's insolvency or the initiation of bankruptcy or receivership

proceedings by or against the Party; or

3.1.2. A Party's refusal or failure to pay any non-disputed monies when due or in any other material respect to perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement.

3.1.3. A Party's assignment of any right, obligation, or duty, in whole or in part, or of any interest, under this Agreement without any consent required under Section 6 of this Agreement.

3.2 Liability Upon Termination. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.

#### **4. Contact Information**

The Parties agree to exchange and to update contact and referral information for all purposes herein, including, but not limited to, order inquiry, number porting, trouble reporting, billing inquiries, and information required to comply with law enforcement and other security agencies of the government.

#### **5. Amendments**

Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party.

#### **6. Assignment**

This Agreement shall be binding upon the Parties and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. Each Party covenants that, if it sells or otherwise transfers its facilities used to provide services under this Agreement to a third party, unless the non-transferring Party reasonably determines that the legal structure of the transfer vitiates any such need, it will require, as a condition of such transfer, that the transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party which consent will not be unreasonably withheld or delayed, provided that either Party may assign this Agreement to a corporate Affiliate or to an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party. Any attempted assignment or

transfer that is not permitted is void ab initio. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors, successors in interest, and assigns.

**7. Authority**

Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents that it has had the opportunity to consult with legal counsel of its choosing.

**8. Responsibility for Payment.**

The Parties will render to the other monthly bill(s) for interconnection and facilities provided hereunder at the rates set forth in the Pricing Attachment of this Agreement. Each Party shall pay bills in accordance with the terms of this Agreement. In the event that a Party defaults on its payment obligation to the other Party, the other Party's service to the defaulting Party will be terminated in accordance with state and federal law and the provisions of this Agreement and any security deposits held will be applied to the outstanding balance owed by the defaulting Party to the billing Party.

**8.1. Assurance of Payment**

Parties reserve the right to secure the account at any time with a suitable security deposit in the form and amounts set forth herein. A security deposit may be required only if A Party (a) prior to the Effective Date, has failed to pay undisputed amounts due within 90 days from the receipt of a bill rendered to a Party by the other Party ; (b) on or after the Effective Date, a Party fails to pay undisputed amounts due within 90 days from the receipt of a bill rendered to one Party by the other Party ; or (c) at the Effective Date or at any time thereafter, in a Party's reasonable judgment, is unable to determine that the other Party is creditworthy. If payment of the security deposit is not made within thirty (30) days of the request, a Party may stop processing orders for service and the other Party will be considered in material breach of the Agreement.

8.1.1. Security deposits shall take the form of an irrevocable letter of credit, surety or performance bond, or other form of security acceptable to a Party.

8.1.2. If a security deposit is required, such security deposit shall be made prior to the activation of service or, if required after activation of service, within fifteen (15) days of the request for such security deposit.

8.1.3. The fact that a security deposit has been provided in no way relieves a Party from complying with the other Party's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of a Party providing for the discontinuance of service for non-payment of any sums

due to the other Party.

- 8.1.4. A Party may require an increase in the security deposit when (i) the amount of the deposit currently held by the other Party is less than two (2) months' estimated billings; or (ii) when gross monthly billing has increased beyond the level initially used to determine the security deposit.
- 8.1.5. Any security deposit shall be held by a Party as a guarantee of payment of any charges for services billed to the other Party pursuant to this Agreement or in connection with any other services provided to a Party by the other Party. A Party may exercise its right to credit any deposit to the other Party's account, or to demand payment from the issuing bank or bonding company of any irrevocable letter of credit upon the occurrence of any one of the following events:
  - 8.1.5.1. when a Party's undisputed balances due to the other Party are more than ninety (90) days past due; and/or
  - 8.1.5.2. to the extent permitted by Applicable Law, when a Party files for protection under the bankruptcy laws; and/or
  - 8.1.5.3. to the extent permitted by Applicable Law, when an involuntary petition in bankruptcy is filed against a Party and is not dismissed within sixty (60) days; and/or
  - 8.1.5.4. when this Agreement expires or terminates; and/or
  - 8.1.5.5. a Party fails to provide the other Party with a replacement letter of credit on the terms set forth herein at least ten (10) business days prior to the expiration of any letter of credit issued to a Party hereunder.
- 8.1.6. If any security deposit held by a Party is applied as a credit toward payment of that Party's balances due to a Party, then that Party may require the other Party to provide a new deposit. If payment of the new deposit is not made within thirty (30) days of the request, a Party may stop processing orders for service and the other Party will be considered in breach of the Agreement.
- 8.1.7. Any security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. No interest will accrue or be paid on deposits unless required by Applicable Law.
- 8.1.8. Notwithstanding anything else set forth in this Agreement, if a Party makes a request for assurance of payment in accordance with the terms of this Section, and the other Party has failed to comply with such request within thirty (30) calendar days following such request, then a Party shall have no



obligation thereafter to perform under this Agreement until such time as the other Party has provided a Party with such assurance of payment.

- 8.1.9. In the event that a Party is in breach of this Agreement, service to the other Party may be terminated by a Party and any security deposits may be applied to its account and a Party may pursue any other remedies available at law or equity.

## **9. Billing and Payment**

9.1 In consideration of the services and facilities provided under this Agreement, each Party shall bill the other Party on a monthly basis all applicable charges as set forth in this Agreement or, if not set forth herein, in their respective applicable Tariff(s). The Party billed (“Billed Party”) shall pay to the invoicing Party (“Billing Party”) all undisputed amounts within forty-five (45) days from the bill date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made by the prior business day. 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.

- 9.1.1 The Billing Party will send monthly invoices to the receiving Party within ten (10) calendar days from the date of the invoice.
- 9.1.2 Invoices between the Parties shall be clearly organized and charges must be accompanied by a brief, clear, non-misleading description of the service or services rendered including the minutes of use, the rate applied, and whether the charge is for facilities or usage.
- 9.1.3 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under New York’s applicable law.
- 9.1.4 All usage data and invoices to be provided pursuant to this Agreement shall be sent to the following addresses:

For CLEC:

**Lumen Technologies**

CLK01 – Customer Media Processing Center

Attn: RazorFlow

P.O. Box 15700

Phoenix, AZ 85060

**OR VIA E-MAIL to:**

[lumen.invoices@razorflow.ai](mailto:lumen.invoices@razorflow.ai)

CLEC would prefer to receive all billing information in an electronic media format. If currently sending paper invoices and you are able to supply invoices in a BOSCABS, CABS, SECABS, or EDI format, please email [ndm\\_ftp\\_setup@synchronoss.com](mailto:ndm_ftp_setup@synchronoss.com) to setup electronic invoice transmission protocol.

For ILEC:

Billing Department GoNetspeed  
56 Campus Drive  
New Gloucester, ME 04260  
Email: [BillDept@gonetspeed.com](mailto:BillDept@gonetspeed.com)

or such other address as the Parties may designate to one another on at least thirty (30) days prior written notice.

## 9.2 Billing Disputes

- 9.2.1 Neither Party shall dispute any amount billed by the other Party more than twenty-four (24) months from the date of the initial invoice for the charge to be disputed. If a Party fails to dispute a charge within twenty-four (24) months of the bill date of the initial invoice for that charge, then that Party waives its rights to dispute that charge (and /or payment of that charge), absent fraud or willful misconduct by the Billing Party. Within said twenty-four (24) month period the Billed Party shall give written notice to the Billing Party of the invoice involved and the amount it disputes (the "Disputed Amount"). The billed Party shall provide specific details and reasons for disputing each item. The billed Paying Party shall pay when due all undisputed amounts to the billing Party. The Parties will work together in good faith to resolve issues relating to any Disputed Amount.
- 9.2.2 If the dispute is resolved such that payment of some amount is required from the billed Party, the billed Party shall pay within sixty (60) days of the resolution of such dispute such required amounts with interest from the original due date at the rate specified in subparagraph 9.1.3, above.
- 9.2.3 If the dispute is resolved such that both (i) payment of some or all of the Disputed Amount is not required, and (ii) the billing Party is required to re-refund some amount to the Billed Party, the Billing Party will issue the Billed Party an appropriate credit on its next invoice following the date of resolution of the dispute, together with interest from the date payment was received at the rate specified in subparagraph 9.1.3, above.
- 9.2.4 Any dispute concerning whether a Disputed Amount is due that the Parties

cannot resolve by working together in good faith shall be resolved in accordance with all of the applicable procedures identified in the Dispute Resolution provisions set forth in Section 14 of this Agreement.

### 9.3 Consequences of Failure to Make Timely Payment

- 9.3.1 If any payment is not made when due, the Billing Party may send written notice (the “Failure to Pay Notice”) to the Billed Party that provides the following:
  - 9.3.1.1 notice that if payment is not made within fifteen (15) days of the date of this Failure to Pay Notice, the Billing Party will stop servicing all pending service orders from the Billed Party, will stop accepting new service orders from the Billed Party, and a security deposit will be required; and
  - 9.3.1.2 notice that if payment is not made within thirty (30) days of the date of this Failure to Pay Notice, the Billing Party will suspend all services provided under this Agreement; and
  - 9.3.1.3 notice that if payment is not made within forty-five (45) days of the date of this Failure to Pay Notice, the Billing Party will terminate this Agreement.
- 9.3.2 Following the sending of the Failure to Pay Notice, the Billing Party shall be free to take any or all of the above-described actions if the full amount due is not paid prior to the expiration of the applicable period(s).
- 9.3.3 These consequences shall apply only to the non-payment of undisputed charges that are past due. Any unpaid charge that is disputed pursuant to subparagraph 9.2, above, does not become past due, if at all, until expiration of the time period for payment following resolution of the dispute.

### 9.4 Audits

- 9.4.1 Either Party may conduct an audit of the other Party’s books and records pertaining to the services provided under this Agreement no more than once per twelve (12) month period to evaluate the other Party’s accuracy of billing data and invoicing in accordance with this Agreement provided that the requested records do not exceed twenty-four (24) months in age from the date the monthly bill containing said record information was issued. Any audit shall be performed as follows: (i) a minimum of sixty (60) days prior written notice to the audited Party; (ii) conducted during normal business hours of the audited Party; (iii) at the auditing Party’s sole expense; (iv) within a reasonable scope and for a reasonable duration; (v) in a manner that does not interfere with the audited Party’s business operations; and (vi) in compliance with audited Party’s security rules.

- 9.4.2 If an independent auditor is to be engaged, such auditor shall be selected by the thirtieth (30th) day following the audited party's receipt of a written audit notice. The auditing party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties.

## 9.5 Recording

The Parties shall each perform traffic recording and identification functions necessary to provide the services contemplated hereunder. Each Party shall calculate terminating duration of minutes used based on standard Automatic Message Accounting ("AMA") records, or Call Detail Records ("CDR") records, made within each Party's network; however, each Party may use alternative methods to record and/or validate terminating usage, such as SS7 traffic measurement and identification devices. The records shall contain the information to properly assess the jurisdiction of the call including ANI and service provider information necessary to identify the originating company and originating signaling information.

## 10. Compensation

As of the Effective Date of this Agreement, the Parties agree to treat Local/EAS Traffic as bill and keep. For avoidance of doubt, all Local/EAS Traffic exchanged under this Agreement shall be rated based upon the derivation of jurisdiction by a comparison of the called from number to the called to number.

## 11. Compliance with Laws and Regulations

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.

## 12. Confidential Information

- 12.1. Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, or agents (collectively the "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, such information: (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by

the Parties. 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 upon request of the disclosing Party. Both Parties agree that the Proprietary Information shall be utilized by the Receiving 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, which in no event shall be less than a reasonable standard of care, to protect Proprietary Information received as they would use to protect their own confidential and proprietary information. A Party may request a nondisclosure agreement of the other Party under this section.

- 12.2. Notwithstanding the foregoing, the Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, upon advice of counsel, only in accordance with Section 12.3 of this Agreement. Nothing herein shall prohibit or restrict a Receiving Party from providing information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration, provided that, if the request or disclosure includes Proprietary Information, the Disclosing Party is first given the opportunity to seek appropriate relief under the provisions of Section 12.3.
- 12.3. If any Receiving Party is required by any governmental authority, or by Applicable Law, to disclose any Proprietary Information, or believes it is necessary to disclose Proprietary Information pursuant to Section 12.2 above, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then seek appropriate protective relief from all or part of such requirement. The Receiving Party may disclose the Proprietary Information within the time required by the governmental authority or Applicable Law provided that the Disclosing Party has been provided with written notice under this Section 12.3 and protective relief has not been obtained by the Disclosing Party. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief that such Disclosing Party chooses to obtain.
- 12.4. Upon termination of this Agreement, the Parties shall destroy all Proprietary Information of the other Party that remains in its possession within thirty (30) calendar days.
- 12.5. Each Party's obligations under this Section 12 shall survive the expiration or

termination of this Agreement for a period of three (3) years.

### **13. Fraud**

Neither Party shall bear responsibility for, nor be required to make adjustments to the other Party's account, in cases of fraud by the other Party's end-users or on the other Party's End-User Customer accounts. The Parties agree to reasonably cooperate with each other to detect, investigate, and prevent fraud and to reasonably cooperate with law enforcement investigations concerning fraudulent use of the other Party's services or network. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.

### **14. Dispute Resolution**

The Parties desire to resolve disputes arising out of, or relating to, this Agreement without, to the extent possible, litigation. Accordingly, except for action seeking a temporary restraining order or an injunction, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

- 14.1. Informal Resolution of Disputes. At the written request of a Party, each Party will appoint within ten (10) days of request, a knowledgeable responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in resolving the dispute. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Proprietary Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered and, if otherwise admissible, be admitted in evidence in any arbitration or lawsuit.
- 14.2. Formal Dispute Resolution. If the informal process fails to produce an agreeable resolution within sixty (60) days, then the dispute shall be resolved exclusively by binding arbitration before the Commission or, if the Commission should decline to hear, or unreasonably delay in hearing, the dispute, then before a single arbitrator. Unless the Parties agree otherwise, such arbitration by a single arbitrator shall be held in Cumberland County, Maine, before, and pursuant to the rules of, the American Arbitration Association. Litigation shall be used only (a) for an injunction or other similar relief, or (b) to enforce any arbitration results. Any litigation shall be brought exclusively in the Cumberland County Superior Court. Both Parties consent to the exclusive use of binding arbitration, with the limited use of litigation for only the two reasons specified above, and to the exclusive

jurisdiction of the Cumberland County Superior Court. The Parties shall equally split the fees and costs of any arbitrator, expert, or facilitator appointed by the Commission or of any single arbitrator, unless the Commission (or its designee) or arbitrator orders otherwise.

- 14.3. Continuous Service. The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure (except as provided in Section 9.3 or otherwise provided in this Agreement) and the Parties shall continue to perform their payment obligations including making payments in accordance with this Agreement.

## **15. Entire Agreement**

This Agreement, together with all applicable attachments, exhibits, schedules, and addenda, constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, discussions, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, discussions, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein. In the event there is a conflict between any terms of this Agreement, the provisions shall be construed to give the greatest possible effect to the intent of this Agreement.

## **16. Expenses**

Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

## **17. Force Majeure**

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, pandemic, epidemic, acts of civil or military authority, acts of public enemy, war, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, hurricanes, tornadoes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, strikes, lockouts or other work interruptions by employees or agents not within the reasonable control of the non-performing Party, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event"). If any Force Majeure Event occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take all reasonable steps to correct the condition resulting from the Force Majeure Event. During the pendency of the Force Majeure Event, the duties of the Parties under this Agreement affected by the Force Majeure Event shall be abated and shall resume immediately without liability thereafter.

## **18. Good Faith Performance**

In the performance of their obligations under this Agreement, the Parties shall act in good faith. In situations in which notice, consent, approval, or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be conditional, unreasonably withheld, or delayed.

## **19. Governing Law**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York and, when applicable, in accordance with the requirements of the Act and the FCC's implementing regulations.

## **20. Headings**

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

## **21. Independent Contractor Relationship**

Nothing contained herein shall constitute the Parties as joint venturers, partners, or employees, or agents of one another, and neither Party shall have the right or power to bind or obligate the other. Neither Party nor any personnel furnished by such Party will be deemed an employee or agent of the other Party nor be entitled to any benefits available under any plans for such other Party's employees. Each Party will at all times during the term of this Agreement retain full control of the employment, direction, compensation, and discharge of all employees as is consistent with and necessary to preserve its independent contractor status. Each Party will be solely responsible for all matters relating to payment of its employees including compliance with social security taxes, withholding taxes, worker's compensation, disability, unemployment insurance, and all other regulations governing such matters.

## **22. Equal Opportunity Employer**

CLEC is an Equal Opportunity Employer and complies with Executive Order 11246 and 13496 and hereby provides notice of its compliance with FAR 52-222-26, 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. 60-1.4, 41 C.F.R. 60-250.5, and 41 C.F.R. 60-741.5, which are hereby incorporated by reference.

## **23. Law Enforcement Interface**

- 23.1. With respect to requests for call content interception or call information interception directed to a Party's End-User Customer, the other Party will have no direct involvement in law enforcement interface. In the event a Party receives a law enforcement surveillance request for an End-User Customer of the other Party,



the Party initially contacted shall direct the agency to the other Party.

- 23.2. Notwithstanding the preceding subparagraph, the Parties agree to work jointly in security matters to support law enforcement agency requirements for call content interception or call information interception.

## **24. Liability and Indemnity**

### **24.1. DISCLAIMER**

EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES OR FACILITIES PROVIDED UNDER THIS AGREEMENT. EACH PARTY DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

### **24.2. Indemnification**

- 24.2.1. Each Party (the “Indemnifying Party”) shall indemnify and hold harmless the other Party (the “Indemnified Party”) from and against all claims for loss, cost, liability, damage, and expense (including reasonable attorneys’ fees), suits or other actions, or any liability whatsoever related to the subject matter of this Agreement (“Claims”) by End-User Customers of the Indemnifying Party and other third persons, for:

24.2.1.1. damage to tangible personal property or for personal injury proximately caused by the negligence, willful misconduct or intentional acts or omissions of the Indemnifying Party, its employees, agents or contractors; and

24.2.1.2. gross negligence, intentional misconduct, libel, slander, infringement of copyright, or invasion of privacy arising from the content of communications transmitted over the Indemnified Party’s facilities arising from the Indemnifying Party’s facilities and originated by the Indemnifying Party or one of its End-User Customers; and

- 24.2.2. Each Party shall be indemnified, defended, and held harmless by the other Party against any Claims, loss, or damage arising from the other Party’s grossly negligent acts or omissions or arising from the other Party’s intentional misconduct under this Agreement.

- 24.2.3. Notwithstanding this indemnification provision or any other provisions in the Agreement, neither Party, nor its parent, subsidiaries, affiliates, agents, servants, or employees, shall be liable to the other for Consequential

Damages as defined in Section 24.3.3 of this Agreement.

24.2.4. The Indemnified Party will notify the Indemnifying Party promptly in writing of any Claims by End-User Customers or other third persons for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section, and will promptly assume the defense of such Claim. Notification must provide reasonable information and/or assistance. Either Party may participate with counsel at that Party's expense.

24.2.4.1. The Parties shall cooperate in every reasonable manner with the defense or settlement of such Claim, demand, or lawsuit. The Indemnifying Party shall keep the Indemnified Party reasonably and timely apprised of the status of the Claim, demand, or lawsuit. 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, delayed, or conditioned.

24.2.4.2. The Indemnifying Party shall consult with the Indemnified Party prior to undertaking any compromise or settlement of any Claim(s), and the Indemnified Party will have the right, at its sole option and discretion, to refuse any such compromise or settlement that (in the Indemnified Party's sole reasonable opinion) might prejudice the rights of the Indemnified Party, and, at the Indemnified Party's sole cost and expense, to take over the defense, compromise or settlement of such Claim(s); provided, however, that in such event the Indemnifying Party will neither be responsible for, nor will it be further obligated to indemnify the Indemnified Party from or against any Claims in excess of the amount of the refused compromise or settlement.

24.2.4.3. The Parties should not unreasonably expose each other to risk of damages not covered by indemnity.

#### 24.3. Limitation of Liability

NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT.

THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

24.3.1. Except for a Party's indemnification obligations under Section 24.2, no liability shall attach to either Party, its parents, subsidiaries, affiliates,

agents, servants, employees, officers, directors, or partners for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.

24.3.2. Except as otherwise provided in Section 24, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct or actions of the other Party, its agents, servants, contractors or others acting in aid or concert with that Party, except in the case of gross negligence or willful misconduct.

24.3.3. Except as otherwise provided for in this paragraph, neither Party shall be liable to the other Party for any indirect, incidental, consequential, reliance, punitive, or special damages suffered by the other Party (including, without limitation, damages for harm to business, lost revenues, lost savings, or lost profits suffered by the other Party), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including, without limitation, gross negligence of any kind whether active or passive, and regardless of whether the Parties knew of the possibility that such damages could result. In no event shall either Party's liability to the other for direct damages arising out of: (i) a material breach of this contract; or (ii) activities related to or involved in performance under this Agreement (whether such alleged damages in this second category arise in contract or tort) shall not exceed an amount equal to the proportionate charge for the affected service(s) during the period in which damages occurred. If that standard is not applicable, such damages shall not exceed the total amount billed under this Agreement (during the calendar year(s) in which the damage occurred) by the damaged Party to the other Party. The foregoing shall not limit a Party's obligation as set out in this Agreement to indemnify, defend, and hold the other Party harmless against amounts payable to third parties.

## **25. Intellectual Property**

25.1. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. No license in patent, copyright, trademark, service mark 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 the Parties to ensure, at no separate or additional cost to the other Party, that the Party has obtained any necessary licenses (in relation to intellectual property of third parties used in the Party's network) to the extent of the Party's own use of facilities or equipment (including software) in the provision of service to the Party's End-User Customers.

25.2 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 based on or arising from any claim, demand, or proceeding by any third person 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 or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.

## **26. Joint Work Product**

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

## **27. Multiple Counterparts**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

## **28. No Third Party Beneficiaries**

This Agreement is for the sole benefit of the Parties and their permitted assigns and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party; nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name of, or on behalf of the other Party, unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business. Nothing in this Agreement shall be construed to prevent Level 3 from providing services to or obtaining services from other carriers.

## **29. Notice**

Except as otherwise specifically provided for in this Agreement, all notices, consents, approvals, modifications, or other communications to be given under this Agreement shall be in writing and delivered by prepaid overnight express service or sent by certified mail, return receipt requested. A courtesy copy of such notices shall be sent to the other Party via email as well. All notices will be effective upon receipt, and should be directed to the following:

ILEC

GoNetspeed  
ATTN: Legal Department  
396 Griffin Road, Suite 110  
Bangor, ME 04401

With a copy to: [legal@gonetspeed.com](mailto:legal@gonetspeed.com)

CLEC

**Lumen**

Attn: Gary Black  
VP – Carrier Relations  
931 14th Street (9th FL)  
Denver, CO 80202  
Phone: 720-888-2000  
Email: [gary.blackjr@Lumen.com](mailto: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](mailto:Legal.Interconnection@Lumen.com)

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of: (i) the date of actual receipt; (ii) the next business day when notice is sent via overnight express mail; or (iii) five (5) days after mailing in the case of certified U.S. mail. Either Party may unilaterally change its designated representative and/or contact information for the receipt of notices by giving seven (7) days prior written notice to the other Party in compliance with this Section.

Either Party may unilaterally change its designated representative and/or contact information for the receipt of notices by giving seven (7) days prior written notice to the other Party in compliance with this Section.

### **30. Impairment of Service**

The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this

Agreement shall not materially interfere with or materially impair service over any facilities of the other Party, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the other Party's facilities or create hazards to the employees of the other Party or to the public.

### **31. Change in Law**

- 31.1. The Parties enter into this Agreement without prejudice to any positions they have taken previously or may take in the future in any legislative, regulatory, judicial, or other public forum addressing any matters, including matters related specifically to this Agreement, or other types of arrangements prescribed in this Agreement, provided, however, that this Agreement shall remain binding on the Parties.
- 31.2. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of (i) any final, effective, unstayed, amendment to the Act (ii) any effective legislative action that is not stayed or overturned, (iii) any effective, final, non-appealable regulatory or judicial order, rule or regulation, (iv) any final, non-appealable dispute resolution under this Agreement, or (v) any other final, effective, non-appealable legal action purporting to apply the provisions of the Act to the Parties or in which the FCC or the Commission makes a generic determination that is generally applicable to pricing, terms and conditions of this Agreement, any of which establishes additional Applicable Rules or revises, modifies or reverses the Applicable Rules (individually and collectively "Amended Rules"), then either Party may, to the extent permitted or required by the Amended Rules, on providing thirty (30) days written notice to the other Party, require that the provisions of this Agreement that are revised, modified or reversed by the Amended Rules be renegotiated, 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.

### **32. 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.

### **33. Regulatory Approval**

Upon execution, the Parties understand and agree that this Agreement will be filed with the Commission by ILEC for approval in accordance with § 252 of the Act, and to the extent

required by FCC rules may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Commission. In the event the Commission rejects this Agreement in whole or in part, the Parties agree to meet and discuss in good faith to arrive at a mutually-acceptable modification of the rejected portion(s).

#### **34. Taxes and Fees**

Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or levied against or upon the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be exempt, the purchasing Party shall furnish the providing Party a proper resale or other tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale or other tax exemption. Failure to provide such resale or tax exemption certificate will result in no exemption being available to the purchasing Party until it is provided.

#### **35. Trademarks and Trade Names**

No patent, copyright, trademark or other proprietary right (the "Marks") is licensed, granted, or otherwise transferred by this Agreement. Each Party is strictly prohibited from any use of the other Party's Marks, including, but not limited to, in sales, in marketing or in advertising of telecommunications services. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise or market that it is the same as the other Party or engage in any other activity that results in a likelihood of confusion between its own service and the service of the other Party.

#### **36. Non-Waiver**

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.

#### **37. Referenced Documents**

Except where such documentation/web information (a) conflicts with contract language; (b) adds charges not covered in this Agreement's Pricing Attachment; (c) establishes unreasonable restrictions or demands; or (d) conflicts with applicable law, each Party will use

the other Party's operational handbooks or web-based procedures for interacting with one another (e.g., placing orders, handling maintenance issues, obtaining customer information). If provisions in or changes to the operational handbooks or web-based procedures of one Party cause significant modifications to the other Party's ("Disputing Party") processes and are outside normal industry practice, the Disputing Party may raise the concern with the Party whose procedures have changed. The Parties agree to discuss options for minimizing the impact of the change on the Disputing Party and implementing such options if appropriate. Adherence by a Party to a provision of the other Party's handbooks or procedures shall not constitute a waiver of the right to object to such provision, or to pursue the dispute resolution process regarding such provision.

### **38. Responsibility for Third Party Traffic**

All traffic delivered by one Party (the "Delivering Party") to the other Party (the "Receiving Party") under this Agreement, including traffic originated by End-User Customers of the Delivering Party or other third persons, including interconnected VoIP provider traffic, shall be deemed traffic of the Delivering Party who shall be responsible for all traffic as if such traffic had been originated by the Delivering Party, including payment of all costs and fees.

### **39. 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.

### **40. Robocall Mitigation and Traceback**

40.1 Robocall Mitigation is the ability to reduce the occurrence of illegal robocalls. The Parties shall adhere to all applicable Robocall Mitigation federal rules and regulations. The Parties agree to cooperate with the resolution of any Robocall Mitigation issues associated with the operation and management of each Parties' network and to take steps to eliminate the origination and transmission of illegal calls consistent with FCC requirements.

40.2 Traceback is the act of tracing and identifying the source of suspected unlawful robocalls and suspicious and prohibited traffic. The Parties shall cooperate with traceback requests between the Parties' networks associated with the Parties' efforts to mitigate illegal or suspected illegal robocalls that may originate, transit or terminate on the Parties' networks and adhere to all applicable Traceback federal rules and regulations. The Parties also agree to cooperate and respond to Traceback requests from the official U.S. Traceback Consortium.

### **41 Nomadic Traffic**

41.1 Due to the advancement of Internet Protocol ("IP") technology and applications available, services have become more mobile. Because of this, the Parties agree that Nomadic Traffic is VoIP traffic that originates or terminates to an Internet Protocol CPE



device capable of being used at locations other than and in addition to the End-User Customer's service location and utilizes mobile computing technology to connect to the global internet or use specific data resources from a stored location while moving around from one place to another. Both Parties agree that Nomadic Traffic provided by either Party will be incidental. If either Party believes that the majority of the other Party's traffic is Nomadic Traffic, then the Parties can conduct audits or take other commercially reasonable steps to verify that the other Party is not provisioning any of its services to intentionally circumvent applicable Switched Access Service charges. If either Party intends to send primarily Nomadic Traffic, then such Party shall notify to the other Party in writing within sixty (60) days to amend the Agreement.

#### **42 Insurance**

Each Party warrants to the other Party that it has and will maintain insurance in compliance with applicable state and federal law. In the event that a Party requests additional services not provided for in this Agreement, Parties agree that any amendment negotiated for such service may require additional insurance obligations.

#### **43 Local Dialing Parity**

ILEC shall permit CLEC End-User Customers within a local calling area to dial the same number of digits to make a local telephone call as ILEC End-User Customers dial.

#### **44 Survival**

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

#### **45 Filing of Agreement**

Upon execution, ILEC will file this Agreement with the Commission.

#### **46 Service Offerings**

Nothing in this Agreement shall be construed to prevent CLEC from providing services to or obtaining services from other carriers.

IN WITNESS WHEREOF, the Parties have executed this Agreement between Ontario Telephone Company, Inc. and Level 3 Communications, LLC, for the state of New York, the day and year written below.

|   |   |
|---|---|
| <b>ONTARIO TELEPHONE COMPANY,<br/>INC</b>   | <b>LEVEL 3 COMMUNICATIONS, LLC</b>  |
| By: <u>Trina M. Bragdon</u><br><small>Trina M. Bragdon (Jun 27, 2024 10:08 EDT)</small> | By: <u>Sarah Poindexter</u><br><small>Sarah Poindexter (Jun 27, 2024 08:58 CDT)</small> |
| Printed Name: Trina Bragdon   | Printed Name: Sarah Poindexter  |
| Title: General Counsel  | Title: Mgr. – Voice Interconnection   |
| Date: Jun 27, 2024  | Date: Jun 27, 2024  |

**GLOSSARY**  
**to**  
**INTERCONNECTION AGREEMENT**

**1. General Rule**

Special meanings are given to common words in the telecommunications industry, and coined words and acronyms are common in the custom and usage in the industry. Words used in this Agreement are to be understood according to the custom and usage of the telecommunications industry, as an exception to the general rule of contract interpretation that words are to be understood in their ordinary and popular sense. In addition to this rule of interpretation, the following terms used in this Agreement shall have the meanings as specified below:

**2. Definitions**

**2.1. ACCESS SERVICE REQUEST (ASR).**

An industry standard form, which contains data elements and usage rules used by the Parties to add, establish, change, or disconnect services or trunks for the purposes of interconnection.

**2.2. ACT.**

The Communications Act of 1934 (47 U.S.C. §151 et. seq.), as from time to time amended (including, without limitation by the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996), and as further interpreted in the duly authorized and effective rules and regulations of the FCC or the Commission.

**2.3. AFFILIATE**

Shall have the meaning set forth in the Act.

**2.4. APPLICABLE LAW.**

All effective laws, government regulations and orders, applicable to each Party's performance of its obligations under this Agreement.

**2.5. AUTOMATIC NUMBER IDENTIFICATION (ANI).**

The signaling parameter which refers to the number transmitted through the network identifying the calling number of the calling Party.

## 2.6. CALLING PARTY NUMBER (CPN).

A Signaling System 7 (SS7) parameter that identifies the calling party's telephone number.

## 2.7. CENTRAL OFFICE.

A local switching system for connecting lines to lines, lines to trunks, or trunks to trunks for the purpose of originating/terminating calls over the public switched telephone network. A single Central Office may handle several Central Office codes ("NXX"). Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

## 2.8. CENTRAL OFFICE SWITCH.

A switch used to provide Telecommunications Services including but not limited to an End Office Switch or a Tandem Switch. A Central Office Switch may also be employed as combination End Office/Tandem Office Switch.

## 2.9. COMMISSION.

Means the New York Public Service Commission.

## 2.10. COMMON CHANNEL SIGNALING (CCS).

A method of transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data content of the call.

## 2.11. COMPETITIVE LOCAL EXCHANGE CARRIER (CLEC).

Any corporation or other person legally able to provide Local Exchange Service in competition with an ILEC.

## 2.12. DIGITAL SIGNAL LEVEL 1 (DS1).

The 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

## 2.13. DIGITAL SIGNAL LEVEL 3 (DS3).

The 44.736 Mbps third-level signal in the time-division multiplex hierarchy.

## 2.14. DIRECT INTERCONNECTION FACILITIES.

Dedicated one-way or two-way transport facilities installed between CLEC's switch (or its equivalent) and ILEC's switch.

2.15. END OFFICE SWITCH OR END OFFICE.

A switch in which End-User Customer station loops are terminated for connection to trunks. The End-User Customer receives terminating, switching, signaling, transmission, and related functions for a defined geographic area by means of an End Office Switch.

2.16. END-USER CUSTOMER.

The residential or business subscriber that is the ultimate user of Telecommunications Services provided directly to such subscriber by either of the Parties or by a customer of one of the Parties. An End User may also indirectly receive telecommunications services from a Retail Provider, a Wholesale Telecommunications Carrier, or an interconnected VoIP provider.

2.17. END USER CUSTOMER LOCATION.

The physical location of the premises where an End-User Customer used Telephone Exchange Service.

2.18. EXCHANGE AREA.

Means the geographic area that has been defined by the Commission for the provision of Telephone Exchange Service.

2.19. FCC.

The Federal Communications Commission.

2.20. INCUMBENT LOCAL EXCHANGE CARRIER (ILEC).

Has the meaning set forth in 47 U.S.C. Section 251(h)

2.21. INFORMATION SERVICE.

The term shall be as defined in the Act. 47 U.S.C. Section 153(24)

2.22. INTEREXCHANGE CARRIER (IXC).

A Telecommunications Carrier that provides, directly or indirectly, InterLATA or IntraLATA telephone toll services.

2.23. INTERLATA TRAFFIC.

Telecommunications Traffic that originates in one LATA (as defined in the Act) and terminates in another LATA.

2.24. INTRALATA TOLL TRAFFIC.

Telecommunications Traffic that originates and terminates in the same LATA, excluding Local/EAS Traffic, and ISP-Bound Traffic.

2.25. INTRALATA TRAFFIC.

Telecommunications traffic that originates and terminates in the same LATA, including but not limited to IntraLATA Toll and Local/EAS Traffic.

2.26. ISDN USER PART (ISUP).

A part of the SS7 protocol that defines call setup messages and call takedown messages.

ISP-BOUND TRAFFIC

ISP-Bound Traffic means traffic that originates from or is directed, either directly or indirectly, to or through an information service provider or Internet Service Provider (“ISP”). VoIP-PSTN Traffic is not ISP-Bound Traffic. If the CLEC’s ISP traffic will be broadband traffic, the broadband traffic will be converted to TDM traffic prior to routing over the local interconnection group.

2.27. JURISDICTIONAL INDICATOR PARAMETER (JIP).

A six-digit number which provides a unique identifier representing the originating carrier. JIP is defined in the Alliance for Telecommunications Industry Solutions. Reference Document ATIS-030001 1.

2.28. LINE INFORMATION DATABASE (LIDB).

One or all, as the context may require, of the Line Information Databases owned individually by ILEC and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by ILEC and other entities. A LIDB also contains validation data for collect and third number-billed calls; i.e., Billed Number Screening.

2.29. LOCAL ACCESS AND TRANSPORT AREA (LATA).

Shall have the meaning set forth in the Act.

2.30. LOCAL/EAS TRAFFIC.

Local/EAS Traffic is VoIP-PSTN Traffic and ISP-Bound Traffic that originates and terminates within the Local/EAS local calling area as determined by the Commission and intraMTA Traffic as defined by the FCC..

2.31. LOCAL EXCHANGE CARRIER (LEC).

Shall have the meaning set forth in the Act.

2.32. LOCAL EXCHANGE ROUTING GUIDE (LERG).

The Telcordia Technologies reference customarily used to identify NPA/NXX routing and homing information, as well as network element and equipment designation.

2.33. NORTH AMERICAN NUMBERING PLAN (NANP).

The system of telephone numbering employed in the United States, Canada, Bermuda, Puerto Rico, and certain Caribbean islands. The NANP format is a 10-digit number that consists of a 3-digit NPA Code (commonly referred to as area code), followed by a 3-digit Central Office code and a 4-digit line number.

2.34. NUMBERING PLAN AREA (NPA).

Also sometimes referred to as an area code, is the first three-digit indicator of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic NPA areas. 500, 700, 800, 888 and 900 are examples of Non-Geographic NPAs.

2.35. NXX, NXX CODE, CENTRAL OFFICE CODE OR CO CODE.

The three-digit switch entity indicator (i.e. the first three digits of a seven-digit telephone number). Each NXX Code contains 10,000 station numbers.

2.36. POINT OF INTERCONNECTION (POI).

The mutually agreed upon and designated physical location(s) at which the Parties exchange IntraLATA Traffic on a technically feasible point on ILEC's network. Each Party shall be responsible for all costs on its respective side of the POI.

2.37. RATE CENTER AREA.

A Rate Center Area is a geographic location, which has been defined by the Commission as being associated with a particular NPA/NXX code, which has been assigned to an ILEC for its provision of Telephone Exchange Service. Rate Center Area is normally the same as the boundary of the ILEC Exchange Area as defined by the Commission.

2.38. RATE CENTER.

The finite geographic point identified by a specific V&H coordinate which is used

by the ILEC to measure, for billing purposes, distance-sensitive transmission services associated with the specific Rate Center; provided that a Rate Center cannot exceed the boundaries of the ILEC Exchange Area as defined by the Commission.

2.39. RETAIL PROVIDER.

An entity that offers service to an End-User Customer or obtains service from one of the Parties to this Agreement for sale to another entity(ies). A Retail Provider may or may not have its own facilities, and it may be a Telecommunications Carrier or a non-Telecommunications Carrier.

2.40. SIGNALING SYSTEM 7 (SS7).

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). ILEC and CLEC currently utilize this out-of-band signaling protocol.

2.41. SUBSCRIPTION VERSION.

A time-sensitive or status-sensitive instance of a telephone number record that describes the data necessary to port the telephone number from one service provider to another. The data that a Subscription Version contains includes information such as the Old Service Provider and New Service Provider, routing, and due dates. This data is entered into the NPAC SMS database.

2.42. SWITCHED ACCESS SERVICE.

The offering of transmission and switching services for the purpose of the origination or termination of toll traffic. Switched Access Services include, but may not be limited to, Feature Group A, Feature Group B, Feature Group D, 700 access, 8XX access, and 900 access.

2.43. TARIFF.

Any applicable Federal or State Tariff of a Party, as amended from time to time.

2.44. TELCORDIA TECHNOLOGIES.

Formerly known as Bell Communications Research. The organization conducts research and development projects for its owners, including development of new Telecommunications Services. Telcordia Technologies also provides generic requirements for the telecommunications industry for products, services, and technologies.

2.45. TELECOMMUNICATIONS CARRIER.



Any provider of telecommunications services, except that such term does not include aggregators of telecommunications services. A telecommunications carrier shall be treated as a common carrier under the Telecommunications Act only to the extent that it is engaged in providing telecommunications services.

2.46. TELECOMMUNICATIONS SERVICE.

Has the meaning set forth in 47 U.S.C. Section 153(46).

2.47. TELECOMMUNICATIONS TRAFFIC.

Has the meaning set forth in 47 U.S.C. Section 251(b)(5).

2.48. TELEPHONE EXCHANGE SERVICE.

Has the meaning set forth in 47 U.S.C. Section 153 (47).

2.49. TOLL VOIP-PSTN TRAFFIC

VoIP-PSTN Traffic that physically originates and terminates in different ILEC local calling areas or mandatory extended area service (EAS) areas, as defined in existing ILEC Tariffs or Price Lists.

2.50. VOICE OVER INTERNET PROTOCOL TRAFFIC OR VOIP TRAFFIC.

Traffic that originates on a network other than the Public Switched Network (PSTN) using Internet Protocol and packet switching technology that is converted to circuit switched technology for termination on the PSTN.

2.51. VOIP-PSTN TRAFFIC.

“VoIP-PSTN Traffic” means traffic which is exchanged between Party’s End-User Customer and an End-User Customer of the other Party in Time Division Multiplexing (“TDM”) format that originates and/or terminated in Internet Protocol (“IP”) format as determined in Docket No. 01-92, in the Matter of Developing a Unified Intercarrier Compensation Regime, effective December 29, 2011 (“FCC Order” or “Order”), and terminates to a Party’s End-User Customer.

2.52. WHOLESALE SERVICE.

Wholesale Service is a service offered for sale by a Party and purchased by an entity that combines said service, either in whole or in part, into a retail service and offers the retail service to End-User Customers.

2.53. WHOLESALE TELECOMMUNICATIONS CARRIER.

A Telecommunications Service provider that offers or uses a Wholesale Service.

**INTERCONNECTION ATTACHMENT**  
**to**  
**INTERCONNECTION AGREEMENT**

**1. General**

- 1.1. This Interconnection Attachment sets forth specific terms and conditions for network interconnection arrangements between ILEC and CLEC for the purpose of the exchange of IntraLATA Traffic that is originated by an End-User Customer of either one Party or a customer of one of the Parties and is terminated to an End-User Customer of either the other Party or a customer of the other Party, where either the originating or terminating End-User Customer (or both) is physically located in the ILEC's Service Territory.
- 1.2. This Attachment also describes the physical architecture for the interconnection of the Parties facilities and equipment for the transmission and routing of Telecommunications Traffic between the respective End-User Customers of the Parties pursuant to Section 251(a) and (b) of the Act and the compensation for such facilities and traffic exchange.
- 1.3. Rate Arbitrage
  - 1.3.1. Each Party agrees that it will not knowingly provision any of its services or the services of a third party in a manner that permits the circumvention of applicable switched access charges by the other Party ("Rate Arbitrage") and/or the utilization of the physical connecting arrangements described in this Agreement to permit the delivery to the other Party of traffic not covered under this Agreement through the POI on IntraLATA interconnection trunks (as defined below). This Rate Arbitrage includes, but is not limited to, third- party carriers, traffic aggregators, and resellers.
  - 1.3.2. If any Rate Arbitrage and/or delivery of traffic not covered under this Agreement through the IntraLATA interconnection trunks is identified, the Party causing such Rate Arbitrage also agrees to take all reasonable steps to terminate and/or reroute any service that is permitting any of that Party's End-User Customers or any entity to conduct Rate Arbitrage or that permits the End-User Customer or any entity to utilize the POI for the delivery or receipt of such excluded traffic through the IntraLATA interconnection trunks. Notwithstanding the foregoing, if any Party is found to be in violation of this Section, until such time as the Rate Arbitrage or incorrect routing of traffic is resolved, that Party shall pay applicable charges to the other Party for all such traffic.
  - 1.3.3. If either Party suspects Rate Arbitrage from the other Party, the Party suspecting arbitrage ("Initiating Party") shall have the right to audit the other Party's records to ensure that no Rate Arbitrage and/or the delivery of traffic not covered under this Agreement is taking place. Both Parties shall cooperate in providing records

required to conduct such audits. Upon request by ILEC, CLEC shall be responsible for its End-User Customer's. The Initiating Party shall have the right to conduct additional audit(s) if the preceding audit disclosed such Rate Arbitrage provided, however, that neither Party shall request an audit more frequently than is commercially reasonable. Notwithstanding the foregoing, if any Party is found to be in violation of this Section, until such time as the Rate Arbitrage or incorrect routing of traffic is resolved, that Party shall pay all applicable charges to the other Party for all such traffic.

- 1.4. Both Parties acknowledge that all InterLATA Traffic will be routed over separate trunks in accordance with Telcordia Traffic Routing Administration ("TRA") instructions and is not covered by this Agreement.

## **2. Methods of Interconnection**

- 2.1. Indirect Interconnection. Based upon the volume of Local Traffic anticipated to be exchanged by the Parties as of the Effective Date of this Agreement, the Parties agree that pursuant to § 251(a)(1) of the Act, CLEC may choose to indirectly interconnect with ILEC for the exchange of IntraLATA Traffic through the Verizon tandem (SYRCNYSU50T) provider. When either Party determines that the volume of traffic exchanged between the Parties warrants a direct interconnection (which for purposes of this Agreement shall mean an average of 250,000 two-way minutes of use over a consecutive three-month period), a direct interconnection will be established.
- 2.2. When CLEC uses a third party tandem and/or transit service to send IntraLATA Traffic to ILEC, ILEC will use measurements provided by the third party to determine CLEC's IntraLATA Traffic volume.
- 2.3. If a Party chooses indirect interconnection, each Party shall pay transit charges for their originated traffic sent to the other Party for termination.
- 2.4. For Direct Interconnection Facilities, CLEC may lease facilities from ILEC, lease facilities from a third party, or self-provision facilities to reach the POI(s). Regardless of how such facilities are provisioned (e.g., owned, leased, or obtained pursuant to tariff, etc.), each Party is individually responsible to provide facilities to the POI 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-User Customers.
- 2.5. The Parties agree that upon second signature of execution, network planning, trunk ordering, installation, testing, and any other network related setup will commence.
- 2.6. CLEC shall be responsible for establishing for its customers 911 trunks with the designated 911 vendor. ILEC shall have no 911 responsibility for any of CLEC's End-User Customers. CLEC may purchase transport for such 911 trunks from ILEC subject to applicable Tariff rates.

- 2.7. Interface Types: If the POI has an electrical interface, the interface will be DS1 or DS3 as mutually agreed upon by the Parties.
- 2.8. Programming: It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the LERG.
- 2.9. With the exception of equipment required for the initial implementation and where additional equipment is required, such equipment will be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for the Parties' internal customer demand.
- 2.10. If the Parties interconnect via direct trunks between their networks, there shall be a minimum of one (1) point of interconnection between the networks.
- 2.11. Each Party is responsible for the transport of originating calls from its network to the POI, and each Party will ensure that its facilities are compatible at their own expense.

### **3. Compensation**

#### **3.1. Traffic Termination Compensation**

- 3.1.1. This Section 3.1.1 is expressly limited to the transport and termination of Local/EAS Traffic originated by and terminated to End-User Customers of the Parties in this Agreement. Both Parties agree that they shall exchange Local/EAS Traffic on a Bill and Keep basis in the form of the mutual exchange of services provided by the other Party with no minute of use billing related to exchange of such traffic issued by either Party.
- 3.1.2. Compensation for toll/access traffic will be in accordance with each Party's access Tariffs. The Parties agree that Toll VoIP-PSTN Traffic will be subject to ILEC's interstate tariff rate. In the event that CLEC does not have a filed access Tariff for access service, CLEC agrees to utilize rates that do not exceed the lesser of (i) ILEC's tariffed access rates, or (ii) the maximum allowed by rule or law.

### **4. Routing**

- 4.1. Both Parties acknowledge that traffic will be routed in accordance with Telcordia Traffic Routing Administration (TRA) instructions.
- 4.2. Both Parties shall adhere to the North American Numbering Plan (NANP) guidelines. Both Parties agree not to assign telephone numbers from an NPA/NXX to an End-User Customer physically located outside the Rate Center Area with which the NPA/NXX is associated.
- 4.3. Neither Party shall route un-translated traffic to service codes (e.g., 800, 888, and 900) over the IntraLATA Interconnection Trunks.

4.4. N11 Codes: Neither Party shall route N11 codes (e.g., 411, 611, 711, and 911) over the interconnected dedicated facilities.

## 5. Signaling

5.1. Accurate Calling Party Number (“CPN”) associated with the End-User Customer originating the call must be provided. Accurate CPN is:

5.1.1. CPN that is a dialable working telephone number, that when dialed, will reach the End-User Customer to whom it is assigned, at that End-User Customer’s location.

5.1.2. CPN that has not been altered.

5.1.3. CPN that is the same as the originating number.

5.1.4. CPN that follows the North American Numbering Plan Standards and can be identified in numbering databases and the LERG as an active number.

5.1.5. CPN that is assigned to an active End-User Customer.

5.1.6. CPN that is associated with the Rate Center of the specific End-User Customer location.

5.2. ILEC shall support 64 Kbps clear channel where it provides such capability to its End-User Customers.

5.3. The originating Party will provide to the other Party, upon request, information to demonstrate that the originating Party’s portion of traffic without CPN or Jurisdictional Indicator Parameter (“JIP”)(when available) does not exceed five percent (5%) of the total traffic delivered to the other Party. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN or JIP (when available) failure and to assist in its correction. If either Party fails to provide accurate CPN and JIP (when available) (i.e., valid originating information) on at least ninety-five percent (95%) of its total originating IntraLATA Traffic, then traffic sent to the other Party without valid originating information will be handled in the following manner. If the unidentified traffic is less than 5%, the unidentified traffic will be treated as having the same jurisdictional ratio as the identified traffic. If the unidentified traffic exceeds five percent (5%) of the total traffic, all of the unidentified traffic shall be billed at a rate equal to the receiving Party’s applicable intrastate access charges.

5.4. Signaling: ILEC will provide and implement all defined and industry supported SS7 mandatory parameters as well as procedures in accordance with ANSI standards to support SS7 signaling for call setup for the interconnection trunks. To the extent ILEC provides ANSI optional parameters for its own use, ILEC shall provide the same to CLEC for CLEC’s review. Accurate CPN shall be available for at least 95% of the calls. Signaling information shall be shared between the Parties at no charge to either Party. CLEC shall be responsible for all SS7 signaling connections and cost of getting the information to ILEC’s STP provider.

- 5.5. Signaling Parameters: ILEC and CLEC are required to provide each other with the proper industry standard signaling information (e.g., originating accurate CPN, JIP (when available), and destination called party number, etc.) to enable each Party to issue bills in an accurate and timely fashion. All mandatory Common Channel Signaling (CCS) signaling parameters will be provided including CPN, JIP (when available), Charge Number, etc. All privacy indicators will be honored. In addition, each Party agrees that it is responsible for ensuring that all mandatory CCS signaling parameters are accurate and it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN or JIP. CPN shall, at a minimum, include information that accurately reflects the physical location of the End-User Customer that originated and/or dialed the call.
- 5.6. Grade of Service: Each Party will provision their network to provide a designed blocking objective of a P.01.
- 5.7. Either Party may choose to select a signaling vendor for purposes of providing signaling.
- 5.8. ILEC agrees to provide Carrier Identification Parameter (CIP) within Level 3's SS7 call set-up signaling protocol at no charge.
- 5.9. ILEC shall support 64 KBPS clear channel where it provides such capability to its End User Customers.
- 5.10. Each Party shall be responsible for provisioning applicable CLASS features and functions, either directly or indirectly, to its own End User Customers.

## **6. Network Management:**

- 6.1. Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. CLEC and ILEC will exchange appropriate information (e.g., network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to achieve this desired reliability. In addition, the Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate or to prevent traffic congestion and to minimize fraud associated with third number billed calls, calling card calls, and other services related to this Agreement.
- 6.1.1. Each Party shall provide to the other Party's surveillance management center a twenty-four (24) hour seven (7) days a 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.
- 6.1.2. Each Party has the duty to alert the other, in a timely manner, to any network events that can result or have resulted in material service interruption, blocked calls, or negative changes in network performance.
- 6.1.3. The Parties will provide each other with the proper call information, including all

proper translations for routing between networks and any information necessary for billing.

- 6.1.4. Neither Party will charge un-tariffed rearrangement, reconfiguration, disconnection, termination, or other non-recurring fees, other than fees provided for in this Agreement, that may be associated with the initial reconfiguration of either Party's network interconnection arrangement contained in this Agreement.
- 6.1.5. Parties shall provide prior notification of any scheduled maintenance activity performed by the Parties that may be service affecting to the other Party.
- 6.1.6. ILEC will process CLEC maintenance requests at no less than parity with the manner in which ILEC processes its own maintenance requests or maintenance requests of its affiliates.
- 6.2. Responsibility for Following Standards. Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair service, network or facilities of the other Party or any third parties connected with or involved directly in the network or facilities of the other.
- 6.3. Protective Controls: Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic towards each other's network, when required to protect the public switched network from congestion or failure, or focused overload. CLEC and ILEC will immediately notify each other of any protective control action planned or executed.
- 6.4. Mass Calling: Both Parties will cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes. The Parties agree that the promotion of mass calling services is not in the best interest of either Party. If one Party's network is burdened repeatedly more than the other Party's network, the Parties will meet and discuss the cause and impact of such calling and will agree on how to equitably share the costs and revenues associated with the calls and on methods for managing the call volume.
  - 6.4.1. If Mass Calling should occur that interferes with or disrupts the network or operations of either Party or any of its customers, such Party will notify the other Party that temporary choking-off or capping may be required, provided, however, wherever prior notice is not practicable, such Party may temporarily choke-off or cap service forthwith, if such action is reasonable under the circumstances. In case of such temporary choking-off or capping, such Party will:
    - 6.4.1.1. Promptly notify the other Party of such temporary choking-off or capping; and
    - 6.4.1.2. Afford the other Party the opportunity to correct the situation which gave rise to such temporary choking-off or capping.

- 6.5. Network Harm: Neither Party will use any service related to or 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-User Customers; 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 will occur, or if a Party reasonably determines that a Network Harm is imminent, such Party will, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required, provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party will:
- 6.5.1. Promptly notify the other Party in writing of such temporary discontinuance or refusal; and
- 6.5.2. Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal.
- 6.6. Interference or Impairment. If a Party ("Impaired Party") reasonably determines that the services, network facilities, or methods of operation of the other Party ("Interfering Party") is or is likely to interfere with or impair the Impaired Party's provision of services or the operation of the Impaired Party's network or facilities, the Impaired Party shall promptly notify the Interfering Party of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility, or equipment may be imposed by the Impaired Party, subject to the following:
- 6.6.1. The Interfering Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service.
- 6.6.2. Except in emergency situations (e.g., situations involving a risk of bodily injury to persons or damage to tangible property, or an interruption in Customer service) or as otherwise provided in this Agreement, if the Interfering Party is unable to remedy the Impairment, then the Impaired Party may temporarily discontinue the use of or disconnect the affected circuit, facility, or equipment with at least ten (10) days' prior written notice to the Interfering Party of the need to correct the condition within said time period or other timeframe as the Parties may mutually agree; provided however, that the Impaired Party takes such action in a nondiscriminatory manner across all Impairing Parties.
- 6.6.3. Upon correction of the interference or impairment, the Impaired Party will promptly restore the interrupted or suspended Service. The Impaired Party shall not be obligated to provide an out-of-service credit allowance or other compensation to the Interfering Party in connection with the suspended Service.
- 6.7. Outage Repair Standard. In the event of an outage or trouble in any Service being provided by a Party hereunder, the Providing Party will follow its standard procedures for isolating and clearing the outage or trouble.



**NUMBER PORTABILITY ATTACHMENT LOCAL NUMBER PORTABILITY**  
**to**  
**INTERCONNECTION AGREEMENT**

**1. General.**

- 1.1. The Parties will offer local number portability (LNP) in accordance with the finalized and effective FCC rules and regulations regarding porting numbers between Telecommunications Carriers and associated North American Numbering Council (NANC) procedures and guidelines concerning numbering and other industry guidelines related to network architecture, including but not limited to, NANC Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Third Report and Order, CC Docket 95-116, released May 12, 1998, and current Industry Numbering Committee (INC) Central Office Code Assignment Guidelines associated with the effective FCC rules regarding LNP.
- 1.2. The Parties agree that the industry has established Local Routing Number (LRN) technology as the method by which LNP will be provided in accordance with such rules, regulations, and guidelines. As such, the Parties agree to provide to each other number portability via LRN.
- 1.3. Nothing in this Agreement prohibits the Parties or a Party from agreeing with its End User Customer to provide types of portability other than “service provider” portability. This agreement only addresses service provider portability and no other type of portability is currently agreed upon in this Agreement.
- 1.4. Service Management System (SMS) Administration. The Parties will work cooperatively with other local service providers to establish and maintain contracts with the Number Portability Administration Center (NPAC) Service Management System (SMS).
- 1.5. Signaling. In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC rules and orders.
- 1.6. N-1 Query. Neither Party offers default query service so non-queried calls will be returned to the N-1 carrier.
- 1.7. Splitting of Number Groups. The Parties shall permit blocks of subscriber numbers (including, but not limited to, Direct Inward Dial (DID) numbers and MultiServ groups) to be split in connection with an LNP request.

## **2. Obligations of Both Parties.**

- 2.1. Each Party is responsible for creating or concurrence of Subscription Versions in the NPAC for telephone numbers ported into or out of its network.
- 2.2. When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End-User Customer, the ported telephone number will be released back to the carrier who is the code holder or block holder.
- 2.3. Each Party has the right to block default routed calls entering a network in order to protect the public switched network from overload, congestion, or failure propagation.
- 2.4. Both Parties must be certified by the NPAC.
- 2.5. Each Party shall abide by NANC and the Inter-Industry LNP Regional Team provisioning and implementation processes.
- 2.6. The Party to which an End User Customer ports shall become responsible for the End-User Customer's other telecommunications related items, e.g., E911, Directory Listings, Operator Services, Line Information Database (LIDB), when the End-User Customer's telephone number is ported to its switch.

**ANCILLARY SERVICES ATTACHMENT**  
**to**  
**INTERCONNECTION AGREEMENT**

**1. 911/E-911 Arrangements**

- 1.1. ILEC utilizes the contractor hired by the State of New York for the provision of 911/E-911 services (the “911/E-911 Contractor”). All relations between the 911/E-911 Contractor and CLEC are totally separate from this Agreement and ILEC makes no representations on behalf of the 911/E-911 Contractor.
- 1.2. ILEC will not have any liability with respect to CLEC’s provision of 911/E-911 services to CLEC’s End-User Customers.
- 1.3. As of the Effective Date of this Agreement, ILEC is not the 911 service provider serving the PSAP and each party is solely responsible for making their own 911 arrangements to connect to the current 911 service provider and for making updates, on a timely basis, to the ALI database for their respective End-User Customers. In the event that ILEC becomes the 911 service provider for any exchange where CLEC is providing service under this Agreement, ILEC will provide CLEC advance notice, in writing, and the Parties agree to negotiate the terms to amend this Agreement for the provisioning of 911 services and infrastructure by ILEC to CLEC.

**2. Telephone Relay Service**

Telephone Relay Service (TRS) enables deaf, hearing-impaired, or speech-impaired TRS users to reach other telephone users. Each Party is responsible for providing access to TRS for its End-User Customers.

**3. Street Address Guide (SAG)**

The 911/E-911 Contractor maintains the Street Address Guide (“SAG”) for the geographic area of ILEC and therefore (a) ILEC has no responsibility to provide SAG to CLEC, and (b) CLEC must obtain SAG from the 911/E-911 Contractor.

**4. Directory Listings and Directory Distribution**

- 4.1 Level 3 currently works directly with a third-party publisher in order to make its directory listings available to any and all publishers.
- 4.2 Charges for Directory Listings will be between CLEC and publisher.

**4.2 USE OF SUBSCRIBER LISTING INFORMATION**

**4.2.1** CLEC authorizes ILEC to include and use the subscriber listing information provided to ILEC pursuant to this Paragraph 4 in ILEC's appropriate printed WP Directory. Included in this authorization is the exchange of extended area service listings ILEC provides for Independent Company directory publications and release of CLEC listings to requesting competing carriers as required by Section 251(b)(3) of the Act and any applicable state regulations and orders. Also included in this authorization is ILEC's use of CLEC's subscriber listing information in ILEC's current and future directories. ILEC will afford CLEC's directory listing information the same level of confidentiality that ILEC affords its own directory listing information.

**PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR  
ATTACHMENT,  
to  
INTERCONNECTION AGREEMENT**

**1. PRE-ORDERING**

- 1.1. The Parties will provide access to pre-order information and functions to support the requesting Party's transfer of End-User Customer telephone numbers. The Parties acknowledge that ordering requirements necessitate the use of current pre-order information to accurately build service orders.
- 1.2. Access to retail Customer Proprietary Network Information ("CPNI") and account information for pre-ordering will include: End-User Customer name, service address, and telephone number (collectively the "Customer Service Record" or "CSR").
- 1.3. The Parties will provide the information on the following pre-ordering functions: service address validation, telephone number selection, due date information, and customer record information. The Parties shall provide such information in accordance with the procedures set out in the Trading Partner Profile ("TPP") or website identified pursuant to Section 1.4 of this Attachment. Based on a reasonable volume of requests, the standard interval for address verification is up to two (2) business days (ILEC will make reasonable efforts to respond within one (1) business day) and two (2) business days for a full CSR for up to 12 CSRs per day. The intervals for higher volumes of requests will be negotiated on a case-by-case basis.
- 1.4. Each Party will exchange TPPs and/or website addresses covering preordering, ordering, provisioning, maintenance, and other process information. The Parties also will discuss the development and introduction of a change management process.
- 1.5. The Parties shall exchange preordering, ordering, provisioning, and maintenance information via email. The Parties may mutually agree to add other forms of the information exchange such as email or graphical user interface ("GUI").

**2. ORDERING**

**2.1. Ordering.**

- 2.1.1. The New Service Provider ("NSP") shall place orders for services by submitting a Local Service Request (LSR) to the Old Service Provider ("OSP"). The Parties agree that the LSR charges, which can be found in the Pricing Attachment, are reciprocal. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON).

2.1.2. The OSP will bill the service order charge, as applicable, for an LSR, regardless of whether that LSR is later supplemented, clarified or cancelled.

2.1.3. Submitted Orders. Simple port orders submitted via standard LSR practices will be returned to the NSP as valid or rejected within four (4) hours of receipt of the LSR. If valid, a Firm Order Confirmation (FOC) will be issued by the OSP. After receipt of a FOC, the NSP shall submit a supplemental service request, via the established LSR process, to change, reschedule, or cancel the accepted LSR.

2.1.4. Invalid/Resubmit. Incorrect or invalid requests submitted to the OSP will be rejected back to the NSP for correction or clarification. Resubmitted LSRs will be validated or rejected based upon the supplemental LSR. No charge is incurred to the NSP for any changes to the invalidated LSR.

2.1.5. Reschedule. Should the NSP request a change in due date or time, the NSP will submit a supplemental LSR with the requested new due date. A request for a new date must be submitted within the TPP guideline intervals. The Service Order Change Charge specified in the Pricing Attachment will be paid by the NSP.

2.1.6. Expedited Reschedules. Should the NSP request a change in due date or time outside of the handbook's stated intervals, the Expedited Charge specified in the Pricing Attachment will be paid by the NSP.

2.1.7. Cancellation. Should the NSP request a cancellation of a LSR, the NSP will submit a supplemental LSR with the cancellation request to the OSP. The Service Order Cancellation Charge specified in the Pricing Attachment will be paid by the NSP plus any documented costs incurred by OSP in conjunction with the provisioning of that request prior to cancellation in accordance with the rates specified in the Pricing Attachment to this Agreement.

2.1.8. Expedited Cancellation. Should the NSP request a cancellation outside of the TPP stated intervals, then the Expedited Charge specified in the Pricing Attachment will be paid by the NSP.

2.1.9. Expedited Service. For expedited service requests by the NSP, expedited charges will apply for intervals less than the standard interval. The Expedited Charge is listed in the Pricing Attachment to this Agreement.

2.1.10. Service Order Change Charge. If either Party modifies an order after being sent a FOC from the other Party, the Service Order Change Charge will be paid by the modifying Party in accordance with the Pricing Attachment of this Agreement.

## 2.2. Provisioning.

2.2.1. Each Party shall provision services during its regular working hours. To the extent NSP requests provisioning of service to be performed outside OSP regular working hours, or the work so requested requires OSP's personnel to work outside of regular working hours, overtime and premium charges shall apply, as specified in the Pricing

Attachment of this Agreement.

2.2.2. Neither Party shall prevent or delay an End-User Customer from migrating to another carrier because of unpaid bills, denied service, or contract terms.

### **3. MAINTENANCE AND REPAIR**

- 3.1. Requests for trouble repair assistance are billed at the hourly rates specified in the Pricing Attachment for the various positions involved in accordance with the provisions of this Agreement. The Parties agree to adhere to the procedures for maintenance and repair in their respective operations procedures as referenced in Section 1.5 of this Attachment.
- 3.2. If NSP reports a trouble on OSP's network and no trouble actually exists on OSP's portion of the service ("no trouble found"), the OSP will charge the NSP for any dispatching and testing (both inside and outside the Central Office (CO)) required by the OSP in order to confirm the working status. If the no trouble found percentage rate is a higher percentage rate than the other similar services offered by the OSP, the NSP may raise the issue with the OSP and request that the information on the trouble shooting procedures performed on the "no trouble found" repair tickets be shared with the NSP. Such request shall not be unreasonably denied.

### **4. SERVICE STANDARDS**

Both Parties will comply with the applicable Commission Standards and Quality of Service rules and regulations when providing service to the other Party.

### **5. RATES**

All charges applicable to pre-ordering, ordering, provisioning and maintenance and repair, shall be as set forth in the Pricing Attachment of this Agreement.

### **6. MISCELLANEOUS**

#### **6.1. Customer Transfer.**

- 6.1.1. Service orders will be in a standard format designated in accordance with industry standards. All ordering and provisioning and maintenance activity conducted pursuant to this Agreement should follow the applicable industry standards which include: Local Service Ordering Guidelines (LSOG) developed in the Ordering and Billing Forum (OBF) at the Alliance of Telecommunications Industry Solutions (ATIS) and approved North American Numbering Council(NANC) procedures and guidelines concerning Local Number Portability (LNP) processes.
- 6.1.2. When notification is received from the NSP that a current End-User Customer of OSP will subscribe to NSP's service, standard service order intervals for the appropriate class of service will apply according to handbook guidelines.
- 6.1.3. The NSP will be the single point of contact with OSP for all subsequent ordering

activity resulting in additions or changes to services except that OSP will accept a request directly from the End-User Customer for conversion of the End-User Customer's service from NSP to OSP.

- 6.1.4. If either Party determines that an unauthorized change in local service has occurred, the End-User Customer's authorized local service provider will reestablish service with the End-User Customer, will charge the Restoration of Unauthorized Change Charge, and will pursue remedies permitted by federal and state law against the Party making the unauthorized change.

## 6.2. Misdirected Calls.

- 6.2.1. The Parties will employ the following procedures for handling any misdirected calls (e.g., business office, repair bureau, etc.):
- 6.2.2. To the extent the correct provider can be determined, each Party will refer misdirected calls to the proper provider of local exchange service. When referring such calls, both Parties agree to do so in a courteous manner at no charge.
- 6.2.3. For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the End-User Customer the correct contact number.
- 6.2.4. In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit End-User Customers or to market services.

## 6.3. End-User Customer Authorization.

- 6.3.1. The Parties agree that they will not request any information about an End-User Customer or submit an order to move an End-User Customer's service from one Party to the other Party without the End-User Customer's permission, and that the requesting Party has verification from the End-User Customer via Third Party Verification (TPV), a Letter of Authorization (LOA), etc., that the End-User Customer has agreed to the change in service. The OSP will not require End-User Customer confirmation prior to establishing service for NSP's End-User Customers.
- 6.3.2. The Parties will obtain access to End-User Customer information and request porting of an End-User Customer's number only in strict compliance with all Applicable Laws, rules, or regulations of the FCC and the Commission. If there is an End-user Customer complaint, the OSP shall have the right to request verification of the End-User Customer's authorization and the NSP shall immediately provide a copy of the End-User Customer's written authorization.
- 6.3.3. Once the NSP submits an LSR to change an End-Users Customer's local exchange service, the End-User Customer will deal directly with the NSP on all inquiries concerning their local exchange service. This may include, but is not limited to billing repair, directory listing, and number portability. The NSP is responsible for



any charges that may be incurred in connection with service requests for End-User Customers change in service providers.

6.3.4. If, based on an End-User Customer complaint, either Party (the "Complaining Party") determines that the other Party (the "Changing Party") has submitted an unauthorized change in local service, the Parties will reestablish service for the End-User Customer with the appropriate local service provider. The Complaining Party will notify the Changing Party of the End-User Customer complaint, and the Changing Party may provide proof that the change was authorized. If the Changing Party is unable to provide such proof, the Complaining Party may assess the Changing Party, as the Party initiating the unauthorized change, the Restoration of Unauthorized Change Charge. No charges will be assessed if the Changing Party provides proof that the change was authorized.

6.4. Contact Numbers. The Parties agree to provide one another with contact numbers for the purpose of ordering, provisioning, and maintenance of services. The Party receiving trouble tickets will close trouble tickets after making a reasonable effort to contact the other Party for authorization to close the trouble ticket. If the Party receiving the trouble ticket cannot complete the repair due to lack of information or due to lack of authorization for additional work deemed necessary by such Party, the Party receiving the trouble ticket will make reasonable attempts to contact the other Party to obtain such information or authorization. If such attempts fail, the trouble will be placed in a delayed maintenance status.

**PRICING ATTACHMENT**  
**to**  
**INTERCONNECTION AGREEMENT**

General. The rates contained in this Pricing Attachment are the rates as referenced in the various sections on the Interconnection Agreement and are subject to change as a result of filings with state and federal Commission rulings and proceedings, including but not limited to, any generic proceeding to determine ILEC's unrecovered costs, the establishment of a competitively neutral universal service system, or any appeal or other litigation. These rates are reciprocal and apply to services provided by both ILEC and CLEC.

A. Reciprocal Compensation Rate

- |  |               |
|--|---------------|
| 1. Local/EAS Transport and Termination | Bill and Keep |
| 2. Access                              | Per tariff    |

B. General Charges (Reciprocal):

- |  |                    |
|--|--------------------|
| 1. Service Order Charge (LSR)                | \$ 25.00 / request |
| 2. Service Order Cancellation Charge         | \$ 10.00 / request |
| 3. Service Order Change Charge               | \$ 10.00 / request |
| 4. Expedited Charge                          | \$ 45.00 / request |
| 5. Restoration of Unauthorized Change Charge | \$ 45.00 / request |
| 6. WP Directory Charge                       | \$ 5.00 / book     |
| 7. Technical Labor:                          |                    |

Install & Repair Technician:

- |  |                 |
|--|-----------------|
| Basic Time (normally scheduled hours)                    | \$ 24.57 / ½ hr |
| *Overtime (outside normally schld hrs on schld work day) | \$ 36.85 / ½ hr |
| *Premium Time (outside of scheduled work day)            | \$ 49.13 / ½ hr |

Central Office Technician:

- |  |                 |
|--|-----------------|
| Basic Time (normally scheduled hours)                    | \$ 29.97 / ½ hr |
| *Overtime (outside normally schld hrs on schld work day) | \$ 44.96 / ½ hr |
| *Premium Time (outside of scheduled work day)            | \$ 59.95 / ½ hr |

Customer Service or LNP Coordinator:

Basic Time (normally scheduled hours) \$ 43.32 / ½ hr

\*Overtime (outside normally schld hrs on schld work day) \$ 64.99 / ½ hr

\*Premium Time (outside of scheduled work day) \$ 86.65 / ½ hr

Administrative Support:

Basic Time (normally scheduled hours) \$ 13.65 / ½ hr

\*Overtime (outside normally schld hrs on schld work day) \$ 20.47 / ½ hr

\*Premium Time (outside of scheduled work day) \$ 27.29 / ½ hr

\* Minimum 4 hours when a technician is called out during Overtime or Premium Time.