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the Networked World<sup>SM</sup>

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October 12, 2017

Via E-Filing

Ms. Rosemary Chiavetta  
Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120

**Re: Submission of Interconnection Agreement Between Level 3 Communications, LLC and North Penn Telephone for Approval Pursuant to Section 252(e) of the Communications Act of 1934, as amended, 47 U.S.C. § 252(e)**

Dear Ms. Chiavetta:

Enclosed for filing is an Interconnection Agreement between Level 3 Communications, LLC and North Penn Telephone Company and the parties' joint "Submission of Agreement" document requesting Commission approval of the agreement pursuant to Section 252(e) of the Communications Act of 1934, as amended, 47 U.S.C. § 252(e).

In the event there are questions concerning this matter, please contact me.

Very truly yours,

R. Edward Price

Enclosure

cc (w/encl): Thomas J. Moorman, Esq. (counsel for North Penn Telephone Company)



**Before the  
STATE OF PENNSYLVANIA  
PUBLIC UTILITY COMMISSION**

**Submission of Level 3 Communications, LLC )  
and North Penn Telephone Company for Approval ) Docket 17-\_\_\_\_\_  
of Interconnection Agreement Pursuant to Section )  
252(e) of the Communications Act of 1934, as amended )**

**Submission of Agreement**

In accordance with § 252(e) of the Communications Act of 1934, as amended, Level 3 Communications, LLC (“Level 3”) and North Penn Telephone Company (“North”) respectfully submit for Commission approval the attached Interconnection Agreement executed by Level 3 and North. In the attached Agreement, Level 3 and North have addressed all issues arising from Level 3’s request for Section 251(a) and Section 251(b) interconnection. Accordingly, consistent with Section 14.3 of the attached Agreement, Level 3 and North request that the Commission approve the Agreement as provided for in 47 U.S.C. § 252(e), including for example the fact that if a state agency does not act to approve or reject an agreement entered into such as this one by negotiation within ninety (90) days following the filing, the Agreement shall be deemed approved. *See* 47 U.S.C. § 252(e)(4).

Respectfully submitted,

<p><b>Level 3 Communications, LLC</b></p> <p>By:  _____ Scott Seab, Senior Counsel Level 3 Communications, LLC 1025 Eldorado Blvd., Bldg. 2000 Broomfield, Colorado 80021 Telephone No. (720) 888-3942 Fax No. (720) 567-2209 <a href="mailto:Scott.Seab@Level3.com">Scott.Seab@Level3.com</a> Its Attorney</p>	<p><b>North Penn Telephone Company</b></p> <p>By:  _____ Thomas J. Moorman Woods &amp; Aitken LLP 5151 Wisconsin Avenue, N.W., Suite 310 Washington, D.C. 20016 Telephone No. (202) 944-9500 Fax No. (202) 944-9501 <a href="mailto:Tmoorman@woodsaitken.com">Tmoorman@woodsaitken.com</a> Its Attorney</p>
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Date: October 11, 2017

**INTERCONNECTION AGREEMENT**

**By and Between**

**NORTH PENN TELEPHONE COMPANY**

**and**

**LEVEL 3 COMMUNICATIONS, LLC**

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This Interconnection Agreement (“Agreement”) is made effective as of the day of Commission approval by and between North Penn Telephone Company (“NPTC”), a Pennsylvania corporation with offices at 4 Main Street, P.O. Box 349, Prattsburgh, NY 14873 and Level 3 Communications, LLC, a Delaware limited liability company with offices at 1025 Eldorado Blvd., Building 2000, Broomfield, Colorado 80021 (“Level 3”). NPTC and Level 3 may also be referred to herein singularly as a “Party” or collectively as the “Parties.”

## RECITALS

WHEREAS, NPTC is an incumbent local exchange carrier (“ILEC”) and Level 3 is a competitive local exchange carrier (“CLEC”) and both Parties are authorized by the Pennsylvania Public Utility Commission (the “Commission”) to provide Telecommunications Services in the Commonwealth of Pennsylvania; and

WHEREAS, Sections 251 and 252 of the Communications Act of 1934 as amended by the Telecommunications Act of 1996 (the “Act”) have specific requirements for interconnection, and the Parties intend to comply with these requirements; and

WHEREAS, the Parties desire to interconnect their respective networks to allow either Party to deliver its originating End User Local Traffic to the other Party for termination to the End Users of the other Party; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Act and applicable law; and

WHEREAS, the Parties have arrived at this Agreement through negotiations undertaken pursuant to the Act and have agreed on the terms and conditions as set forth below.

NOW THEREFORE, in consideration of the mutual obligations set forth below, the Parties agree to the following terms and conditions:

### 1. Scope of Agreement

- 1.1 This Agreement addresses the terms and conditions under which Level 3 and NPTC agree to exchange only Local Traffic between their respective End Users, as specified in Schedule I, by a direct or indirect connection at the Point of Interconnection (“POI”) in accordance with this Agreement. All traffic that either Party may deliver to the POI that falls outside of the definition of Local Traffic shall not be subject to the terms and conditions of this Agreement (the “Non-Local Traffic”) but may be subject to other arrangements and/or tariffs of the Parties which shall govern the intercarrier compensation treatment of such Non-Local Traffic. Each Party agrees that the traffic that will be exchanged with the other Party shall not be ISP Traffic and it shall not be contended to be ISP Traffic. The Parties further agree that they will strictly construe the definition of Local Traffic as provided for in Section 2 below, and will ensure that they each will abide by the additional terms and conditions of Section 8 regarding facilities and traffic addressed under this Agreement. All terminating traffic to NPTC identified as Non-Local Traffic by either the “to” or “from” telephone numbers not being both

assigned within the Certificated Area or identified by other means of establishing the originating and terminating points for such traffic as both points being within with the Certificated Area shall be explicitly subject to the rates, terms and conditions of NPTC's then-existing interstate or intrastate switched access service tariff.

- 1.2 All Local Traffic exchanged between the Parties shall be compensated in accordance with Section 4, below. Under this Agreement, the Parties agree that any and all intercarrier compensation regimes shall be no different than those applicable to the origination and termination of Time Division Multiplex protocol traffic regardless of the signaling and transport protocol used.
- 1.3 Each Party agrees that it will not knowingly provision any of its services in a manner that permits the arbitrage and/or circumvention of the application of applicable switched access charges by the other Party and/or the utilization of the physical connecting arrangements described in this Agreement to permit the delivery to the other Party of Excluded Traffic through the POI. If any arbitrage and/or delivery of Excluded Traffic through the POI is identified, each Party also agrees to take all reasonable steps to terminate and/or reroute any service to one of its End Users that permits that End User or any entity to arbitrage and/or circumvent the application of applicable switched access charges by the other Party or that permits the End User or any entity to utilize the POI for the delivery or receipt of Excluded Traffic through the POI; provided, however, that until such time as the arbitrage is resolved, the Party that is allowing the POI to be used for the delivery of Excluded Traffic shall pay either terminating or originating access charges based on the directionality of the traffic and pursuant to the applicable tariff of the other Party.
- 1.4 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.
- 1.5 All references to Sections and Schedules are deemed to be references to the Sections of and the Schedules to this Agreement unless the context otherwise requires. Unless the context shall otherwise require, any reference to any agreement, other instrument (including offerings, guides or practices of either Party or other third party), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, or rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).
- 1.6 The Parties acknowledge that some of the services, facilities, or arrangements described herein may reference the terms of federal or state tariffs of the Parties. Each Party hereby incorporates by reference those provisions of any tariff that governs any terms specified in this Agreement. If any provision contained in this main body of the Agreement and any Exhibit hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of this Agreement shall prevail. If any provision of this Agreement and an applicable tariff cannot be reasonably construed or interpreted to avoid conflict, the Parties agree that the provision contained in this main body of this Agreement prevails.

- 1.7 Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement. Each Party shall promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.
- 1.8 NPTC represents and warrants to Level 3 that NPTC has all necessary authority from the Commission to provide Local Exchange Service in the Commonwealth of Pennsylvania, that NPTC's authority is in effect, and that NPTC's authorization to provide Telecommunications Services within its Certificated Area in the Commonwealth of Pennsylvania is required to be a precondition for the implementation of and operations under this Agreement. The Parties agree that each of these representations and warranties are explicitly required to be, and part of the consideration provided as, preconditions for the implementation of and operations under the Agreement.
- 1.9 Level 3 represents and warrants to NPTC that Level 3 is has all necessary certifications from the Commission (the "Level 3 Certificate") to provide competitive local exchange service and Telecommunications Services throughout the Commonwealth of Pennsylvania, that the Level 3 Certificate is in effect, that the Level 3 Certificate provides the necessary Commission authority for it to provide Telecommunications Services in the Certificated Area, and that Level 3 will be conducting its operations as a telecommunications carrier when it provides Telecommunications Services, and that the provision of Telecommunications Services by Level 3 is required to be a precondition for the implementation of and operations under this Agreement. The Parties agree that each of these representations and warranties are explicitly required to be, and part of the consideration provided as, preconditions for the implementation of and operations under the Agreement.
- 1.10 Should any representation and warranty identified under Section 1.8 or under Section 1.9 be breached, the Parties agree that non-breaching Party shall have the option to convert the arrangements identified herein to the rates, terms and conditions of the non-breaching Party's intrastate exchange access tariff, following the notice and opportunity to cure or resolve pursuant to Section 26, "Dispute Resolution", below; provided, however, that if the breaching Party's cure is determined insufficient or that the dispute resolution process determined that a breach did occur (the "Determination"), then the date of the conversion of this agreement to the non-breaching Party's intrastate exchange access tariff shall be the date of the initial notice of the conversion by the non-breaching Party and all obligations of the breaching Party under such intrastate exchange access tariff including by way of example payment of charges shall be fulfilled within thirty (30) days of the date of the Determination.

## **2. Definitions**

Except as otherwise specified herein, the following definitions will apply to all sections contained in this Agreement. Additional definitions that are specific to the matters covered in a particular section may appear in that section. Any term used in this Agreement that is not specifically defined shall have the meaning ascribed to such term in the Act. If no specific meaning exists for



a specific term used in this Agreement, then normal usage in the telecommunications industry shall apply.

- 2.1 Act, as used in this Agreement, means the Communications Act of 1934 (47 U.S.C. Section 151 *et seq.*), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the orders, rules and regulations of the Federal Communications Commission (“FCC”) or the Commission.
- 2.2 Certificated Area means the geographic area within which NPTC is authorized to provide local exchange service and exchange access service as established and defined by the Commission.
- 2.3 Commission means the Pennsylvania Public Utility Commission.
- 2.4 Customer, End User or End User Customer means the non-carrier residence or non-carrier business subscriber that is the ultimate user of Telecommunications Services provided directly to such subscriber by either of the Parties and is physically located within the Rate Center in the Certificated Area.
- 2.5 DS1 is a digital signal transmission rate of 1.544 Megabits per second (“Mbps”).
- 2.6 FCC means the Federal Communications Commission.
- 2.7 Internet Service Provider or ISP is any entity, including but not limited to an Internet service provider, that provides information services but is not a cable television service provider or any other entity providing voice services to end users.
- 2.8 ISP Traffic is traffic originated by an end user of one Party and delivered to the other Party for switching to an ISP.
- 2.9 Interconnection means the indirect or direct physical linking of two networks for the mutual exchange of traffic.
- 2.10 Local Access and Transport Area (“LATA”) has the same meaning as that contained in the Act.
- 2.11 Local Exchange Carrier or LEC means any common carrier authorized to provide exchange and exchange access services.
- 2.12 Local Exchange Service means any form of switched Telecommunications Service provided within a defined geographic area known as the local calling area of NPTC.
- 2.13 Local Number Portability (“LNP”) means the ability of users of Telecommunications Service to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.
- 2.14 Local Traffic means calls that are exchanged by the Parties between their respective two End Users both of whom are physically located in the Certificated Area and both of whom are using telephone numbers assigned to End Users in Rate Centers located within

NPTC's local calling area as defined by NPTC's general subscriber tariff or like mechanism, regardless of the signaling and transports protocols used in the origination, transport and/or termination of traffic by the originating and/or terminating networks in its delivery of traffic to the terminating End User.

- 2.15 Non-Local Traffic or Excluded Traffic means any traffic that may be exchanged between the Parties that is not within the definition of Local Traffic.
- 2.16 NPA-NXX means the first six digits of a ten-digit telephone number, which denote a consecutive 10,000 number block within the North American Numbering Plan. As used in the Agreement, the term refers exclusively to geographic NPAs associated with Rate Center areas and excludes Service Access Codes, unless otherwise specifically noted.
- 2.17 Point of Interconnection ("POP") means the physical location(s) at which the Parties' networks meet for the purpose of exchanging Local Traffic.
- 2.18 Rate Center means the specific geographic point ("Vertical and Horizontal" ("V&H") coordinates) and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a LEC for its provision of Local Exchange Service. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "Rate Center area" is the exclusive geographic area identified as the area within which the LEC provides Local Exchange Service bearing the particular NPA-NXX designations associated with the specific Rate Center.
- 2.19 SS7 means Signaling System 7, the common channel out-of-band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).
- 2.20 Tariff means a document of one of the Parties that has been filed with the Commission that provides for standard rate, terms and conditions regarding the service offering or offerings described in such filing.
- 2.21 Telecommunications Service is as defined in the Act.
- 2.22 Telephone Toll Service is as defined in the Act.

### **3. Interconnection Arrangements**

- 3.1 Each Party shall be responsible for the cost and any requirements associated with the establishment, including but not limited to, if applicable, ordering processes and access service request processes of providing trunks to the POI for the exchange of Local Traffic which that Party's End User originates. The POI must be at or within NPTC's exchange area boundary. Each Party will be solely responsible for the costs and operation of its portion of the construction of facilities to the POI.
- 3.2 The Parties acknowledge that Level 3 may lease facilities from NPTC or an alternate third party provider, or, construct its own facilities in order to achieve connection at the POI. Where a Party arranges for the leasing or construction by an alternative transport

provider of the facilities it requires to the POI, that Party shall ensure and be responsible for all costs, charges and the activities of such alternative transport provider including, but not limited to, the necessary coordination of that alternative transport provider's activities with the other Party and any transit charges that such alternative transport provider may assess. At the time of execution of this Agreement, the Parties agree that Level 3 may choose to indirectly interconnect with NPTC for the exchange of Local Traffic through the use of an alternative transport provider's transit service. When either Party determines that the volume of traffic exchanged between the Parties warrants a direct connection (which for purposes of this Agreement shall mean an average of 200,000 two-way minutes of use over a consecutive three-month period), a direct connection will be established pursuant to 3.3.

- 3.3. The Parties will interconnect their networks for the exchange of Local Traffic as specified in the terms and conditions contained in Schedule I hereto and incorporated by reference. A new POI can be established, or the existing POI moved, only with the consent of both Parties; provided, however, that where one Party requests that the POI be moved, the Party requesting such move may be required to pay the costs of the other Party associated with the move. Direct connections shall be at a DS1 transmission level and shall be determined by the Parties pursuant to the procedures outlined in Section 8.2 herein, unless, based on telecommunications industry technical standards and practices, both Parties agree that a higher level of transmission facilities is warranted.
- 3.4. The Parties will use the trunk group(s) established at the POI to route only Local Traffic to one another, pursuant to the terms and conditions of this Section 3 of the Agreement.
- 3.5. This Agreement is applicable only for the exchange of Local Traffic. Both Parties agree that the interconnection arrangements described herein are for the delivery of only traffic within the scope of this Agreement. Arrangements for the origination or termination of Non-Local Traffic shall be addressed in each Party's Tariff that addresses the intercarrier arrangements to be afforded such Non-Local Traffic.
- 3.6. Each Party warrants and represents that it will not provision any of its services or exchange any traffic hereunder in a manner that permits the unlawful avoidance of the application of intrastate or interstate access charges by any other Party including, but not limited to, third party carriers, aggregators, resellers, and the Commission-defined unlawful resale or bridging of Local Traffic. Each Party also agrees to take all reasonable steps to terminate any service to one of its End Users that permits the Party serving that End User to unlawfully avoid the application of access charges by the other Party.
- 3.7. Both Parties warrant and represent that they will: (a) assign telephone numbers in a manner consistent with this Agreement to End Users that obtain Local Exchange Service in the Rate Center areas associated with the telephone number; (b) provision their local exchange carrier services in a manner that the resulting traffic exchanged between the Parties pursuant to this Agreement will be confined to the scope of the traffic as set forth in this Section 3; (c) adopt the Rate Center areas and Rate Center points that are identical to those used by NPTC within its local calling area as defined by the Commission for the Local Traffic exchanged pursuant to this Agreement; (d) with respect to securing their own assigned numbering resources, assign whole NXX Codes to each Rate Center, or where, applicable, thousand number blocks within a NXX Code assigned to that Rate Center; and (e) transmit all jurisdictional parameters, CPN and/or Automatic Number

Identification (“ANI”) on all traffic delivered to the POI. Where all necessary jurisdictional parameters, CPN and/or ANI are not provided, the Parties agree that the Party receiving such traffic shall assess, and the delivering Party shall pay to the receiving Party, the applicable intrastate terminating access charges. Both Parties agree that they will engineer their respective networks and design their respective systems to deliver traffic in compliance with this Section 3.

- 3.8 This Agreement does not obligate either Party to provide any arrangements or services not specifically provided for herein. This Agreement has no effect on the definition of End User services that either Party offers outside of this Agreement, such services either Party may choose to offer, or the rate levels or rate structures that either Party charge for such services.
- 3.9 Each Party is solely responsible for the receipt and transmission of 911/E911 traffic originated by users of its Local Exchange Services. The Parties acknowledge and affirm that calls to 911/E911 services shall NOT be routed over the interconnection trunk group(s). To the extent that a Party incorrectly routes such traffic over such arrangements, that Party shall fully indemnify and hold harmless the other Party for any claims, including claims of third parties, related to such calls.
- 3.10 Each Party shall solely be responsible for its Communications Assistance for Law Enforcement Act (“CALEA”) enforcement-related activity. Each Party shall also ensure that it takes all actions necessary for a full response to any CALEA and/or other law enforcement-related inquiry related in any manner to the originating/terminating traffic from an End User it serves and that such actions are completed in a timely manner. Where a Party fails (the “Failing Party”) to comply with any one or more of these obligations and an action is brought or costs imposed upon the other Party (the “Non-Failing Party”), the Failing Party shall indemnify the non-Failing Party pursuant to the requirements of Section 16 of this Agreement.

#### **4. Compensation for Local Traffic**

The Parties agree that the mutual provisions and relative obligations of the Parties pursuant to this Agreement represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, and that the relative obligations and consideration regarding the exchange of Local Traffic are sufficiently in balance between the Parties such that neither Party has any obligation to provide any net monetary compensation to the other Party for the other Party’s origination or termination of Local Traffic. The specific compensation terms and conditions set forth in this Agreement are solely related to, solely dependent on, and solely limited to the exchange of Local Traffic between the Parties.

#### **5. Compensation for Facilities**

Should Level 3 lease facilities from NPTC in order to achieve connection at the POI, as specified in Section 3.2 above, Level 3 agrees to pay NPTC the applicable published or price listed tariff rates for the lease of such facilities.

#### **6. Local Number Portability (LNP)**

- 6.1 In compliance with Part 52 of the FCC’s rules, the Parties will mutually provide LNP

services to each other from properly equipped central offices. LNP applies under the following instances where one of the Parties has been informed that an End User physically located within the Certificated Area desires to change local carriers while retaining the telephone number or numbers associated with his/her/its account (1) one of the Parties has received a request from an End User physically located in the Certificated Area with an active account with the other Party or (2) a third party Voice over Internet Protocol ("VOIP") provider identified in advance by Level 3 (the "Level 3 Identified VOIP Provider") as identified in Section 32.10 herein has received a request from an End User physically located in the Certificated Area with an active account with that Level 3 Identified VOIP Provider. Where a Level 3 Identified VOIP Provider is served by Level 3 and a request to port a number back to NPTC is made to Level 3 that involves an End User served by that Level 3 Identified VOIP Provider, Level 3 shall take all actions necessary to port that number back to NPTC under the time frames applicable to such request under Part 52 of the FCC's rules.

- 6.2 The Parties shall utilize the information contained in Schedule II to establish the scope and procedures by which they will exchange the necessary information required to respond to a specific request for porting a telephone number between them based on the information contained in Schedule IV.
- 6.3 Both Parties will perform testing to ensure proper routing and completion of calls to a ported number, and cooperate in conducting any additional testing to ensure interoperability between their respective networks and respective systems. Additional testing charges are as specified in Schedule III and shall be paid by the Party requesting such additional testing. Each Party shall, at the other Party's reasonable request and, to the extent practical, perform tests to validate the operation of the network.
- 6.4 LNP shall only be provided as required by law.
- 6.5 Each Party will coordinate LNP activities with the Number Portability Administration Center ("NPAC") as required.
- 6.6 When a ported telephone number becomes vacant, *e.g.*, the telephone number is no longer in service by the original end user, the ported telephone number will snap-back to the NXX code holder, or if thousand block pooling is being used in the rate center, the thousand block holder.
- 6.7 The Parties agree that traffic will be routed via a Location Routing Number ("LRN") assigned in accordance with industry guidelines.
- 6.8 The Parties agree to coordinate the timing for disconnection from one Party and connection with the other Party when an End User ports his or her telephone number.
- 6.9 LSR Order and Coordinated LNP Activity Charges.
  - (a) LSR Charges
    - (i) The Parties shall reciprocally compensate each other for LSR orders at rates provided below.

- (ii) When a Party (the "Requesting Party") receives an End User request to change service from the other Party but retain the End User's same telephone number(s), the Requesting Party will submit a Local Service Request ("LSR") to the other Party to commence the process to effect the service change. Charges associated with an LSR Order are:
    - (1) Basic Initial LSR Order Charge = \$25.00 per each initial request by the Requesting Party to the other Party per Customer -- To be billed to and paid by the Requesting Party.
    - (2) Basic Subsequent LSR Service Order Charge = \$12.50 per each time the Requesting Party submits a revised LSR per Customer - - To be billed to and paid by the Requesting Party.
  - (b) Coordinated LNP Activity Charges. The Party that is porting out the telephone number may charge the other requesting Party for Coordinated LNP activities scheduled outside of the specified hours for addressing such requests as identified in Schedule III at the usual and customary hourly labor rates as identified in the porting Party's then-existing approved interstate exchange access tariff or like mechanism.
- 6.10 Letter of Authorization ("LOA"). Each Party is responsible for obtaining an LOA from each End User that requests LNP from one Party to the other Party. Both Parties agree to adhere to the applicable federal and/or state requirements regarding LOAs and preferred carrier freezes.
- 6.11 Combined LNP Requests. Each Party will accept LNP requests from the other Party for one End User that includes multiple requests for LNP only where the End User will retain each of the telephone numbers identified in the LNP request.
- 6.12 Expedited Order Charge. Expedited order requests will be accepted where reasonable and practical but will be assessed an expedited order charge. The expedited order charge is as agreed to in Schedule III.
- 6.13 LNP Request Date Modifications/ End User Not Ready. Either Party may request a change in due date prior to the originally scheduled due date without additional charges if the new LNP date is requested during normal business hours and no additional or alternate workforce is needed to complete the modification
- 6.14 If an "LNP Date Modifications/ End User Not Ready" request is made outside normal business hours (if available) or is made within normal business hours and requires additional internal or outside work force, the Requesting Party (*i.e.*, the Porting Party or the New Service Provider for the specific End User) will be assessed an Expedited Order Charge/LNP Date Modification as found in Schedule III.

## **7. Traffic Identifiers and Audits**

- 7.1 To ensure proper implementation of this Agreement, the Party delivering traffic to the POI shall provide all jurisdictional parameters, the Automatic Number Identification ("ANI") or Accurate Calling Party Number ("Accurate CPN") (or similar industry

standard traffic elements) for all traffic (the "Traffic Identifiers") in order that the terminating Party can properly identify the telephone number associated with the End User placing the call. Where the Traffic Identifiers are not provided as described in Section 3, the terminating Party shall assess, and the originating Party shall pay, access charges pursuant to the terminating Party's applicable tariff as indicated in Section 3.7. Accurate CPN associated with the End User originating the call must be provided. Accurate CPN is: (a) Calling Party Number ("CPN") that is a dialable, working telephone number, that when dialed, will reach the End User to whom it is assigned at that End Users location within the Certificated Area, (except pursuant to lawfully implemented privacy indicators by the End User), at that End Users site or in the case of a PBX or Centrex or similar device may be the number or numbers assigned to the trunk or trunks serving the PBX or similar device which when dialed may not reach an end user directly; (b) CPN that has not been altered; (c) CPN that is not a charge number; (d) CPN that follows the North American Numbering Standard and can be identified in numbering databases as an active number; and (e) CPN that is assigned to an active End User.

- 7.2 Each Party shall keep a rolling six (6) months of usage records for the traffic delivered by it to the POI, if such records are kept in the ordinary course of business by the Parties. Either Party may request an audit of usage data on not less than forty-five (45) days' written notice (the "Section 7.2 Requesting Party"). Any such audit shall be accomplished during normal business hours at the office of the Party being audited and subject to a mutually agreed upon non-disclosure agreement. Audits may be performed by a qualified independent auditor or consultant paid for by the Section 7.2 Requesting Party. However, no right to request or receive usage data from the other Party under this Section 7.2 accrues to a Section 7.2 Requesting Party who cannot reciprocate with respect to providing usage data, unless otherwise agreed by the Parties.
- 7.3 In order to facilitate audits, the Parties agree that they each will, in good faith, provide to the other comparable and verifiable data that is the subject of prospective data collection if prior period data is not available as contemplated in Section 7.2 above.
- 7.4 On all traffic exchanged pursuant to this Agreement, neither Party shall intentionally substitute nor implement any arrangement within its switch(es) that generates an incorrect ANI, CPN or other SS7 parameters than those associated with the originating End User. Upon determination that a Party has intentionally substituted or generated such incorrect parameters on traffic exchanged pursuant to this Agreement, the offending Party shall pay the other Party the difference between compensation paid (if any) and applicable access charges, plus interest due under the terms of the applicable access tariff from the date the traffic would have been billed if such parameters had been passed unaltered. The intentional substitution or generation of incorrect parameters shall constitute a default of this Agreement.
- 7.5 In addition to the other requirements contained in this Section 7, either Party may, upon written notice to the other Party, conduct an audit, during normal business hours, only on the source data/documents as may contain information bearing upon the services being provided under the terms and conditions of this Agreement. An audit may be conducted no more frequently than once per 12 month period, and only to verify the other Party's compliance with provisions of this Agreement. The notice requesting an audit must identify the date upon which it is requested to commence, the estimated duration, the materials to be reviewed, and the number of individuals who will be performing the audit.

Each audit will be conducted expeditiously. Any audit is to be performed as follows: (a) following at least 45 days' prior written notice to the audited Party; (b) subject to the reasonable scheduling requirements and limitations of the audited Party; (c) at the auditing Party's sole cost and expense; (d) of a reasonable scope and duration; and (e) in a manner so as not to interfere with the audited Party's business operations. No original books or records of the Party being reviewed may leave the premises of the Party being reviewed; provided, however, that requests for copies of any data contained in the books or records shall not be unreasonably refused provided that any cost associated with a copy is paid by the Party requesting that such copy be made. Prior to commencing the review, the Party being reviewed may request the execution of a confidentiality agreement to protect confidential information disclosed through the course of the review at its sole discretion.

## **8. Physical Interconnection**

- 8.1 The Parties agree that, unless mutually agreed to the contrary, all Local Traffic exchanged between them shall be transmitted on trunks solely dedicated to such Local Traffic. Neither Party shall terminate Intra-LATA nor inter-LATA toll switched access traffic or originate untranslated toll-free traffic, including but not limited to 550/55X/555/800/888/877/866 traffic, over dedicated Local Traffic trunks. Local Traffic shall be provided via two-way trunks where technically and operationally feasible unless both Parties agree to implement one-way trunks.
- 8.2 Neither Party shall construct facilities that require the other Party to build unnecessary facilities.
- 8.3 The Parties will mutually agree on the appropriate sizing for facilities based on the standards set forth below. The capacity of Interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. The Interconnection facilities provided by each Party shall, where technically available, be formatted using Bipolar 8 Zero Substitution ("B8ZS"). The Grade of Service for all facilities between the Parties will be engineered and provisioned to achieve P.01 Grade of Service. Each Party shall make available to the other Party trunks over which the originating Party can terminate Local Traffic of the End Users of the originating Party to the End Users of the terminating Party.
- 8.4 The electrical interface at the POI will be for a DS1 level. If any other electrical interface is mutually agreed to by the Parties, then each will provide any required multiplexing to a DS1 level.
- 8.5 N11 codes (including but not limited to, 411, 611, & 911) shall not be sent between the networks of the Parties over the Local Traffic trunk groups.
- 8.6 Prior to establishment of the physical, direct connection of their respective networks at the POI as anticipated by this Agreement, each Party shall provide the other with a point of contact for the reconciliation of trunk forecasts, escalation for ordering and provisioning related matters.



**9. Trunk Forecasting**

The Parties will work towards the development of joint forecasting responsibilities for traffic utilization over Local Traffic trunk groups covered in this Agreement. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment becomes available. Parties will make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Inter-company forecast information must be provided by the Parties to each other upon reasonable request to the points of contact identified in Section 8.6 above.

**10. Network Management**

**10.1 Protective Controls**

Either Party may use protective network traffic management controls as available in their networks such as, but not limited to, 7-digit and 10-digit code gaps, on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. Level 3 and NPTC will immediately notify each other of any protective control action planned or executed.

**10.2. Network Congestion Due to Mass Calling**

Level 3 and NPTC will cooperate and share pre-planning information regarding cross-network mass call-ins expected to generate large or focused temporary increases in call volumes. Both Parties will work cooperatively to reduce network congestion caused by such cross-network mass call-ins.

**10.3 Network Harm**

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

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

**10.4** The Parties agree that each will share responsibility for all maintenance and repair of trunks/trunk groups. The Parties agree to: (a) cooperatively plan and implement

coordinated repair procedures for the meet point and local interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner; (b) provide trained personnel with adequate and compatible test equipment to work with each other's technicians; (c) promptly notify each other when there is any change affecting the service requested, including the date service is to be started; (d) coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed upon acceptance test requirements, and are placed in service by the due date; (e) perform sectionalization to determine if a trouble condition is located in its facility or its portion of the interconnection trunks prior to referring any trouble to each other; (f) provide each other with a trouble reporting number to a work center; (g) immediately report to each other any equipment failure which may affect the interconnection trunks; (h) provide, based on the trunking architecture, for mutual tests for system assurance for the proper recording of AMA records in each company's switch. These tests are repeatable on demand by either Party upon reasonable notice.

- 10.5 A maintenance service charge applies whenever either Party requests the dispatch of the other Party's personnel for the purpose of performing maintenance activity on the interconnection trunks, and any of the following conditions exist: (a) No trouble is found in the interconnection trunks; (b) The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or (c) Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the interconnection trunk does not exceed maintenance limits. If a maintenance service charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, the charge will be canceled. Billing for maintenance service by either Party is based on each half-hour or fraction thereof expended to perform the work requested. The time worked is categorized and billed at one of the following three rates: (1) basic time; (2) overtime; or (3) premium time as defined in the billing Party's approved intrastate access tariff.

## **11. Office Code Translations**

- 11.1 It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the information derived from such sources as the Local Exchange Routing Guide ("LERG") in order to recognize and route traffic to the other Party's assigned NXX codes within the Certificated Area at all times.
- 11.2 The Parties recognize that some of the traffic to be exchanged under this Agreement may be destined for telephone numbers that have been ported. Where traffic to be exchanged under this Agreement is destined for telephone numbers that have, in turn, been ported and when more than one carrier is involved in completing that traffic, the N-1 carrier has the responsibility to determine if a query is required, to launch the query, and to route the call to the appropriate switch or network in which the telephone number resides.
- 11.3 If a Party does not fulfill its N-1 carrier responsibility (the "Non-Querying Party"), the other Party (the "Querying Party") shall, if technically feasible, perform default LNP queries on calls to telephone numbers with portable NXXs received from the Non-Querying Party and route the call to the appropriate switch or network in which the telephone number resides. The Non-Querying Party shall be responsible for payment of all charges assessed by the Querying Party as identified in Schedule III for "Default

Query Service” including any reciprocal compensation assessed by the third party terminating carrier and/or transit charges assessed by a third party tandem provider. When such charges are billed by the Querying Party to the Non-Querying Party and such charges are disputed by the Non-Querying Party, the Querying Party shall provide the Non-Querying Party with an opportunity to challenge such charges. If such charges are disputed by the Non-Querying Party, the Non-Querying Party may request the Querying Party to provide its underlying validation of those charges to the Non-Querying Party for examination and review.

**12. SS7 Signaling**

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

**13. Directory Listings and Distribution Services**

Each Party shall be responsible for the directory listings and distribution services that they may desire to provide to their respective End Users.

**14. Term of Agreement, Regulatory Approvals and Filing**

14.1 This Agreement shall commence when fully executed and approved by the Commission and have an initial term of one (1) year from the date of that Commission approval. This Agreement shall automatically renew for successive one (1) year periods, unless either Party gives written notice at least sixty (60) days prior to the expiration of the initial, or any renewal term, of its desire not to renew. A copy of such termination notice shall be sent to the Commission and include an explanation for the termination. If such notice is given, this Agreement shall not renew. However, the Parties will continue to exchange traffic to the mutual benefit of their respective End User until the termination of the terms and conditions under which the network arrangements contemplated herein are established; provided, however, that physical termination of the connection of the Parties' respective networks established in this Agreement shall occur only in compliance with applicable rules and regulations of the Commission. During the period prior to termination, the Parties agree to cooperate with one another in ensuring that the exchange of Local Traffic as provided for in this Agreement is not disrupted and to respond to any Commission inquiry that may occur regarding the termination of this Agreement.

14.2 Each Party is responsible for obtaining and maintaining in effect all state regulatory commission approvals and certifications that are required for that Party's provision of local exchange and/or local exchange access services in the service areas covered by this

Agreement.

- 14.3 The Parties agree to jointly file this Agreement with the Commission and to fully cooperate with each other in obtaining Commission approval

**15. Limitation of Liability**

15.1 Except in the instance of harm resulting from an intentional or grossly negligent action or willful misconduct of one Party, the liability of either Party to the other Party for damages arising out of (a) failure to comply with a direction to install, restore or terminate facilities, or (b) out of failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder shall be determined in accordance with the terms of the applicable tariff(s) of the providing Party. In the event no tariff(s) apply, the providing Party's liability shall not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors or defects occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors or defects. Because of the mutual nature of the exchange of traffic arrangement between the Parties pursuant to this Agreement, the Parties acknowledge that the amount of liability incurred under this Section 15.1 may be zero.

15.2 In no event shall either Party be liable to the other Party (including any of the other Party's End User Level 3 Identified VOIP Provider or other third party) in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including, without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation under Section 16.

15.3 The Parties agree that neither Party shall be liable to the End Users of the other Party in connection with its provision of services to the other Party under this Agreement. Nothing in this Agreement shall be deemed to create a third party beneficiary relationship between the Party providing the service and the End Users of the Party purchasing or using the service. In the event of a dispute involving both Parties with an End User of one Party, both Parties shall assert the applicability of any limitations on liability to customers that may be contained in either Party's applicable tariff(s).

**16. Indemnification**

16.1 Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever related to the subject matter of this Agreement, including, but not limited to, reasonable costs and attorneys' fees (collectively, a "Loss"), (a) whether suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, incurred during the term of this Agreement and to the extent proximately caused by the acts or omissions of the

indemnifying Party, regardless of the form of action, or (b) suffered, made, instituted, or asserted by its own customer(s) against the other Party arising out of the other Party's provision of services to the indemnifying Party under this Agreement, except to the extent caused by the indemnified Party's intentional or gross negligent acts or willful misconduct. Notwithstanding the foregoing indemnification, nothing in this Section 16.1 shall expand, affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, or any applicable tariff(s), regulations or laws for the indemnified Party's provision of said services.

16.2 The indemnification provided herein shall be conditioned upon:

- (a) The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification.
- (b) The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense. Prior to retaining legal counsel pursuant to this Section 16.2(b), the indemnifying Party shall seek written assurances from the legal counsel chosen that such counsel does not have any conflict of interest with the indemnified Party.
- (c) 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.
- (d) The indemnified Party shall, in all cases, assert any and all provisions in its Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.
- (e) The indemnified Party shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.

16.3 To the extent permitted by law, and in addition to its indemnity obligations under Sections 15.2 and 16.1, each Party may provide, in its Tariffs that relate to any Telecommunications Service provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such parties be liable to any End User or any third party for (a) any Loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable End User for the service(s) or function(s) that gave rise to such Loss, or (b) any Consequential Damages (as defined in subsection 15.2, above).

## 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, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation, acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power failure or blackouts, or adverse weather conditions, labor unrest,

including without limitation, strikes, slowdowns, picketing, or boycotts. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations.

**18. Agency**

Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

**19. Nondisclosure of Proprietary Information**

19.1 The Parties agree that it may be necessary to exchange with each other certain confidential information during the term of this Agreement including, without limitation, technical and business plans, technical information, proposals, specifications, drawings, procedures, orders for services, usage information in any form, customer account data, call detail records, and Customer Proprietary Network Information ("CPNI") as that term is defined by the Communications Act of 1934, as amended, and the rules and regulations of the FCC and similar information (collectively, "Confidential Information"). For purposes of this Section, the "Disclosing Party" shall mean the owner of the Confidential Information or the lawful custodian of such Confidential Information, and the "Recipient" shall mean the party to whom Confidential Information is disclosed. Confidential Information shall include: (a) all information delivered in written form and marked "confidential" or "proprietary" or bearing mark of similar import; (b) oral information, if identified as confidential or proprietary at the time of disclosure and confirmed by written notification within ten (10) days of disclosure; and (c) information derived by the Recipient (as hereinafter defined) from the usage by a Disclosing Party (as hereinafter defined) of the Recipient's network. The Confidential Information shall remain the property of the Disclosing Party and is deemed proprietary to the Disclosing Party. Confidential Information shall be protected by the Recipient as the Recipient would protect its own proprietary information, including but not limited to protecting the Confidential Information from distribution, disclosure, or dissemination to anyone except employees or duly authorized agents of the Parties with a need to know such information and which the affected employees and agents agree to be bound by the terms of this Section. Confidential Information shall not be disclosed or used for any purpose other than to provide service as specified in this Agreement, or upon such other terms as may be agreed to by the Parties in writing. For purposes of this Section, the "Disclosing Party" shall mean the owner of the Confidential Information or the lawful custodian of such Confidential Information, and the "Recipient" shall mean the party to whom Confidential Information is disclosed.

19.2 Recipient shall have no obligation to safeguard Confidential Information: (a) which was in the Recipient's possession free of restriction prior to its receipt from the Disclosing Party; (b) after it becomes publicly known or available through no breach of this Agreement by Recipient; (c) after it is rightfully acquired by Recipient free of restrictions on the Disclosing Party; or (d) after it is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency or to enforce or defend its actions under this

Agreement, provided that the Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all reasonable lawful measures to avoid disclosing such information until the Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.

- 19.3 Each Party agrees that the Disclosing Party would be irreparably injured by a breach of this Section 19 by Recipient or its representatives and that the Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this paragraph. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

## 20. Notices

Notices given by one Party to the other under this Agreement shall be in writing and delivered by hand, overnight courier or pre-paid first class mail certified U.S mail, return receipt requested, to the following addresses of the Parties:

For Level 3:

Level 3 Communications, LLC  
Attn: General Counsel - Regulatory  
1025 Eldorado Blvd  
Broomfield, CO 80021

With a copy to:

Level 3 Communications, LLC  
Attn: VP – Carrier Relations  
1025 Eldorado Blvd  
Broomfield, CO 80021

And

Carolyn Ridley  
Senior Director of State Public Policy  
Level 3 Communications  
2078 Quail Run Drive  
Bowling Green, KY 42104

For NPTC:

North Penn Telephone Company  
Attention: Thomas F. Prestigiacommo  
34 Main Street  
P.O. Box 349  
Prattsburgh, New York 14873  
Phone: (607) 522-3712  
Fax: (607) 522-4274

or to such other location as the receiving Party may direct in writing. Notices will be deemed given as of (a) the next business day when notice is sent via express delivery service or personal delivery, or (b) three (3) days after mailing in the case of first class or certified U.S. mail.

**21. Payments and Due Dates**

All compensation payable pursuant to this Agreement shall be due within thirty (30) days of the issuance date of the invoice. All undisputed charges are subject to a late charge if not paid within the thirty (30) day period. Where charges are disputed and the disputed charges are found to be due and owing to the Party issuing the invoice (the "Resolved Amount"), the Resolved Amount shall be subject to a late charge from the issuance date of the invoice that included the Resolved Amount. For purposes of this Section, the rate of the late charge shall be the lesser of one and one-half percent (1.5 %) per month or the maximum amount allowed by law.

**22. Severability**

If any part of this Agreement is held to be unenforceable or invalid in any respect under law or regulation, such unenforceability or invalidity shall affect only the portion of the Agreement which is unenforceable or invalid. In all other respects this Agreement shall stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect, unless removal of that provision results in a material change to this Agreement. In such a case, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may request dispute resolution pursuant to Section 26.

**23. Assignment**

This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. Any assignment or transfer (whether by operation of law or otherwise) by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void *ab initio*, provided however that such consent shall not be unreasonably withheld, conditioned or delayed and shall not be required if such assignment is to a corporate affiliate or an entity under common control or an entity acquiring all or substantially all of its assets or equity, whether by sale, merger, consolidation or otherwise or in connection with a financing transaction.

**24. Entire Agreement**

This Agreement, including all attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

**25. Multiple Counterparts**

This Agreement may be executed in counterparts and each of which shall be an original and all of which shall constitute one and the same instrument and such counterparts shall together constitute one and the same instrument.



**26. Dispute Resolution**

- 26.1 No claims will be brought for disputes arising from this Agreement more than twenty-four (24) months from the date of occurrence that gives rise to the dispute.
- 26.2 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the dispute resolution procedure set forth in this Section with respect to any controversy or claim arising out of or relating to this Agreement or its breach.
- 26.3 At the written request of a Party, each Party will appoint a good faith representative having the authority to resolve such dispute arising under this Agreement. The location, form, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of settlement are exempt from discovery and production and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted as evidence in the arbitration or lawsuit.
- 26.4 If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, either Party may submit the dispute to either the Commission, judicial forum of competent jurisdiction, or upon mutual agreement to the American Arbitration Association (“AAA”) for binding arbitration pursuant to the respective rules and practices of the entity to which the dispute is submitted.
- 26.5 Each Party shall bear its own costs associated with its activities taken pursuant to this Section 26.

**27. Governing Law**

To the extent not governed by, and construed in accordance with, the laws and regulations of the United States, this Agreement shall be governed by, and construed in accordance with, the laws and regulations of the Commonwealth of Pennsylvania, without regard to its conflicts of laws principles.

**28. Joint Work Product**

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

**29. Taxes**

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

**30. Survival**

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

**31. Publicity**

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

**32. Miscellaneous**

32.1 NPTC does not waive, nor shall it be estopped from asserting, any rights it may have pursuant to 47 U.S.C. Section 251(f). Level 3 does not admit, and nothing in this agreement shall be construed as an admission on the part of Level 3, that NPTC has rights pursuant to 47 U.S.C. Section 251(f).

32.2 This Agreement does not apply to traffic that is carried on third-party networks not expressly stated in this Agreement or any traffic originated or terminated by a commercial mobile radio services or paging service providers.

- 32.3 Amendments. This Agreement may not be amended, modified, or supplemented, except by written instrument signed by both Parties.
- 32.4 No License. Nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.
- 32.5 Independent Contractors. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party will have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement will not be interpreted or construed to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.
- 32.6 No Warranties.
- (a) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER SUBJECT TO THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.
- (b) NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY THE PARTIES OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.
- 32.7 Default. If either Party believes the other is in breach of this Agreement or otherwise in violation of law, it will first give thirty (30) days' notice of such breach or violation and an opportunity for the allegedly defaulting Party to cure. Thereafter, the Parties will employ the dispute resolution procedures set forth in this Agreement.
- 32.8 Waiver. Any failure on the part of a Party hereto to comply with any of its obligations, agreements or conditions hereunder may be waived by written documentation by the other Party to whom such compliance is owed. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver.

- 32.9 Regulatory Changes. If, after the effective date of this Agreement as noted above, a federal or state regulatory agency, government or a court of competent jurisdiction issues a rule, regulation, law or order (individually or collectively a “New Regulatory Requirement”) which materially changes the obligations under this Agreement of a Party in existence on such effective date and has the potential effect of canceling, changing, or superseding any material term or provision of this Agreement, then, upon written notification by a Party that in good faith it believes that there exists a New Regulatory Requirement, the Parties shall negotiate in good faith for a period of sixty (60) days (“Negotiation Period”) in an effort to mutually agree upon an amendment to this Agreement in a manner consistent with the form, intent and purpose of this Agreement and as necessary to comply with such New Regulatory Requirement. For purposes of this Section 32.9, a Party that does not believe in good faith that a New Regulatory Requirement exists may assert and retain that position and still be in compliance with the negotiation requirement contained herein. In the event that such negotiations do not result in a mutually agreed-upon amendment within the sixty (60) day period, either Party may, within a period of ten (10) business days following the Negotiation Period, request the Commission to resolve any unresolved issue between the Parties with respect to the amendment referenced in this Section (which issues may include, without limitation, the existence of a change triggering the requirements of this Section); provided, however, that a failure to seek Commission resolution bars any further consideration by the Parties of the New Regulatory Requirements. The requirement to negotiate an amendment that a Party contends is triggered by a New Regulatory Requirement shall only be applicable if the request to negotiate such an amendment is made by a Party within thirty (30) days of the effective date of the New Regulatory Requirement. Any amendment to this Agreement determined to be required by a New Regulatory Requirement shall be effective on the date determined by applying either 47 U.S.C. §252(e)(4) or 47 U.S.C. §252(e)(5) as applicable.
- 32.10 No Third Party Beneficiaries. This Agreement shall not be deemed to provide any other third party with any benefit, remedy, claim, right of action or other right.
- 32.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 32.12. Authorization. NPTC is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder. Level 3 is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.

### 33. Termination

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

Party from any liability which at the time of the termination had already accrued to the other Party or which thereafter accrues in any respect for any act or omission occurring prior to the termination relating to an obligation which is expressly stated in this Agreement.

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

**IN WITNESS WHEREOF**, the Parties agree that the effective date of this Agreement is the date of Commission approval, and each Party warrants that it has caused this Agreement to be signed and delivered by its duly authorized representative.

By: Level 3 Communications, LLC

By: North Penn Telephone Company

Signature

Signature

Gary Black  
VP Carrier Relations

Thomas F. Prestigiacomio  
Chief Financial Officer

Date

Date

9/27/17

10/10/17

**Schedule I: Network Information**

<b>NPTC Switch CLLI</b>	<b>NPTC Rate Center</b>	<b>V &amp; H of POI Located at NPTC's Certificated Area Boundary</b>	<b>Level 3 Switch CLLI (2)</b>
RSVLPAXRRS1	Roseville	V-5037.7498 H-1931.9580	CMBRMAORDSG
MLLTPAXMRS1	Millerton	V-5037.7498 H-1931.9580	CMBRMAORDSG
BNCRPAXBDS0	Bentley Creek	V-5037.7498 H-1931.9580	CMBRMAORDSG

**Schedule II: LNP Support Information**

<u>Item</u>	<u>Level 3</u>	<u>NPTC</u>
1. Company OCN	7059,334D, 2730 ,2632	0192
2. Company CLLI Codes within NPTC Rate Center	CMBRMAORDSG	RSVLPARRS1 MLLTPAXMRS1 BNCRPAXBDS0
3. Rate Center Information		
A. Covered Rate Center(s)	Roseville Millerton Bentley Creek	Roseville Millerton Bentley Creek
B. Associated LRN per Covered Rate Center(s)	TBD	570-596-9999 All Rate Centers
C. Rate Center V and H Coordinates NECA Tariff FCC No. 4	Yes	Yes
4. Utilization of electronic automated interface to process interconnection or service requests	Yes	No
5. Contact information for requests and inquiries	PortOutLSR@Level3.com	Christine Smallwood CSR-Manager 34 Main St, Prattsburgh, NY 14873 607-522-3747 607-522-4228
	Telephone Numbers	
	Fax Number	
6. Business Hours:	9 a.m. to 6 p.m. EST Monday through Friday	8:00 a.m. to 5:00 p.m. Monday through Friday
7. Contact Information for Billing	Level 3 Communications c/o Teoco 12150 Monument Dr. Suite 700 Fairfax, VA. 22033	Audrey Cermak Same Address as above 607-522-3712

Default LNP Queries (If different than No. 5, above)

**NOTE:**

**The Parties will exchange the information contained on this Schedule II, as required by Section 6.2, prior to a request for porting a telephone number between them.**

**Schedule III: Pricing**

<u>SERVICE</u>	<u>CHARGE</u>
RECIPROCAL COMPENSATION	No separate charges for Local Traffic
EXPEDITED ORDER CHARGE	To be determined on an individual case basis based on the time spent at the hourly labor rates identified in the Receiving Party's interstate access tariff and pass through of LNP service bureau charges
LNP LSR Charge	As provided for in Section 6.9 for this Agreement.
THIRD PARTY CHARGES INCURRED FOR DEFAULT QUERY SERVICE	Pass-Through



**Schedule IV: LNP LSR Form Information – (“NPTC”)**

**Local Service Request**

**Administrative -**

Customer Carrier Name Abbreviation

Purchase Order Number

Local Service Request Number

Location Quantity

Service Center

Date and Time Sent

Desired Due Date

Request Type

Activity

Supplement Type

Response Type Requested

Company Code

New Network Service Provider Identification

Agency Authorization Status

Type of Service

Number Portability Direction Indicator

**Bill Section-**

Billing Account Number Identifier

Billing Account Number

**Contact Section-**

Initiator Identification

**SCHEDULE – IV (Cont.)**

Initiator Telephone

Initiator Street Address

Initiator Address: Floor

Initiator Address: City

Initiator Address: State/Province

Initiator Address: ZIP/Postal Code

Implementation Contact Name

Implementation Contact Telephone Number

Remarks

**End User Information**

**EU Location & Access -**

Location Number

End User Name

State

ZIP

End User Listing Treatment

**EU Bill Section-**

Existing Account Telephone Number

**Number Portability**

Number Portability Quantity

**NP Service Details-**

Location Number

Line Number

Line Activity

**SCHEDULE – IV (Cont.)**

Ported Telephone Number

Number Portability Type

LRN of the Ported Telephone Number