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January 11, 2023

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor Harrisburg, PA 17120

Via Electronic Filing

:

Joint Petition for Approval of an Interconnection Agreement between
Palmerston Telephone Company, Inc., and Teleport Communications America, LLC,
Under Sections 251 and 252 of the Telecommunications Act of 1996;
Docket No. A-2021-

Dear Secretary Chiavetta:

Enclosed for filing is a Joint Petition for Approval of an Interconnection Agreement between
Palmerston Telephone Company, Inc. ("PTC"), and Teleport Communications America, LLC. The
Joint Petition is being filed within thirty days (30) days of the date the Agreement was signed in
accordance with Ordering Paragraph No. 5 of the Commission's Final Order entered May 3, 2004 at
Docket No. M-00960799.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

Timothy A Hausman

Enclosure

cc: Angelo Sopikiotis, Teleport Representative
Office of Consumer Advocate
Office of Small Business Advocate

INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT

**BETWEEN
PALMERTON TELEPHONE COMPANY**

AND

TELEPORT COMMUNICATIONS AMERICA, LLC

THIS INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT (the "Agreement") is made by and between Palmerton Telephone Company ("Company"), an Incumbent Local Exchange Carrier ("ILEC") certificated in the State of Pennsylvania, (the "State"), and Teleport Communications America, LLC, ("TCA") a Competitive Local Exchange Carrier, on behalf of itself and its operating affiliates in the State, and shall be deemed effective as of this 7 day of December ("Effective Date"). This Agreement may refer to either Company or TCA as a "Party" or collectively as the "Parties."

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

1. GENERAL

- A. Company is authorized to provide local exchange services in the state of Pennsylvania (the "State").
- B. TCA is a registered provider of competitive local exchange services in the State.
- C. The Parties enter into this Agreement to interconnect their facilities and exchange traffic for the purposes of fulfilling their obligations pursuant to Sections 251(a) and (b), and 252 of the Telecommunications Act of 1996 and to replace any and all other prior agreements, both written and oral.

2. DEFINITIONS

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

- A. "Act" - The Communications Act of 1934 (47 U.S.C. § 151 *et. seq.*) as amended, including without limitation by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the Federal Communications Commission (the "FCC").
- B. "Affiliate" - a person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party. For purposes of this definition, the term "own" means to have an equity interest (or the equivalent thereof) of equal to or more than 10 percent.
- C. "Non-Access Telecommunications Traffic" - telecommunications traffic exchanged between the Parties, except for telecommunications traffic that is interstate or intrastate exchange access, information access, or exchange services for such access. Non-Access

Telecommunications Traffic includes telecommunications traffic exchanged in Time Division Multiplexing (TDM) format that originates and/or terminates in IP format.

3. TERM OF THE AGREEMENT

- A. The Initial Term of this Agreement shall be two (2) years, beginning on the Effective Date.
- B. Absent the receipt by a Party of written notice from the other Party at least ninety (90) days prior to the expiration of the Initial Term to the effect that such Party does not intend to extend the Initial Term of this Agreement, this Agreement shall automatically renew and remain in full force and effect on and after the expiration of the Initial Term on a year to year basis.
- C. If pursuant to Section 3B, above, this Agreement continues in full force and effect after the expiration of the Initial Term, either Party may terminate this Agreement ninety (90) days prior to the expiration of any renewal term as reflected in Section 3B and after delivering written notice to the other Party of its intention to terminate this Agreement.
- D. In the event of default, the non-defaulting Party may terminate this Agreement in whole or in part provided that the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within sixty (60) days or such other time period as the Parties may agree is reasonable under the circumstances after written notice thereof. Default is defined to include:
 - (1) A Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party; or
 - (2) A Party's material breach of any of the material terms or conditions hereof, including the failure to make any undisputed payment when due.
- E. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination.
- F. If upon expiration or termination of this Agreement other than pursuant to Section 3D above, the Parties are negotiating a successor agreement, during such negotiation period each Party shall continue to perform its obligations and provide the services described herein under this Agreement until such time as the successor agreement becomes effective. The Parties expressly agree that the rates, terms, and conditions of the successor agreement shall be retroactive back to the date of termination of this Agreement or such other time period as the Parties may agree, such that all payments made from the date of termination of this Agreement to the effective date of the successor agreement shall be trued-up to comply with the rates, terms and conditions of the successor agreement.

4. COMPENSATION

- A. As discussed below, TCA will route all traffic to Company (regardless of the traffic's jurisdiction) through an interexchange carrier, which will pay Company's tariffed access charges for Company's termination of all TCA-originated traffic. Accordingly, TCA will pay no compensation to Company

for TCA-originated traffic.

- B. TCA will not charge Company for the termination of Company-originated, Non-Access Compensation Traffic.

5. METHODS OF INTERCONNECTION

- A. Each Party is responsible for all of the Telecommunications traffic that it delivers to the other Party over the trunks established pursuant to this Agreement. All Telecommunications traffic shall comply with Applicable Law. Each Party agrees that all of the terms and conditions of this Agreement are applicable to all of the Telecommunications traffic that it delivers to the other Party over the trunks established pursuant to this Agreement.

1. Interconnection Point(s)

- 1.1. For the purpose of this Agreement, the Parties agree to initially exchange ISP-Bound Traffic and Local Traffic indirectly by transiting through a third-party Tandem until the monthly two-way aggregate volume traffic exceeds 400,000 minutes of use for three consecutive months ("Direct Connection Threshold"). Direct Interconnection will not be required in the event that both Parties agree that direct interconnection is undesirable. However, if the Direct Connection Threshold is met and either Party desires direct interconnection, then direct interconnection shall be mandatory.
- 1.2. Local traffic exchanged by the Parties indirectly through a transiting carrier shall be subject to the same reciprocal compensation as provided in Section 4.
- 1.3. Where indirect interconnection is used, each party shall be responsible for ensuring that it has sufficient facilities in place to third-party Tandem switch used to exchange traffic between the Parties' networks.
- 1.4. For Direct Interconnection TCA will establish an Interconnection Point (IP) at Palmerton's service territory boundary on Palmerton's network or any technically feasible point within Palmerton's service territory. For purposes of this Agreement, the Interconnection Point between TCA and Palmerton will be deemed to be at the same location as Palmerton meets Verizon for purposes of the access trunking route between Palmerton's network and the Verizon access tandem switch in Scranton, Pa.
- 1.5. The Parties will make available to each other two-way trunks at the IP(s) for the two-way exchange of Local Traffic and Local Internet Traffic. The Parties agree to deliver only Local Traffic and Local Internet Traffic over the established facilities.
- 1.6. TCA will be responsible for the cost of the facilities, as well as installation, engineering, and maintenance of its network on its side of the IP, and Palmerton will be responsible for the cost of the facilities, as well as installation, engineering, and maintenance of its network on its side of the IP. TCA shall be permitted to use a third party carrier's facilities for purposes of establishing interconnection with Palmerton at the IP. In such case, TCA shall be responsible for the payment to any third party carrier for charges for such facilities.

- 1.7 Where facilities are meet point facilities jointly provided by the third party and Palmerton, any portion of the facilities provisioned by Palmerton will be provided at no charge to TCA.
- 1.8 Regardless of how such facilities are provisioned by either Party (e.g., owned, leased or obtained pursuant to tariff, etc.), each Party is individually responsible to provide facilities to the IP that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in a mutually acceptable format and in a manner that neither destroys nor degrades the normal quality of service each Party provides to its respective End Users.
- 1.9 Each Party agrees that it will not provision any of its services in manner that will result in, or permits the circumvention of the application of intrastate or interstate access charges by other Party. All traffic that is not Local Traffic or Local Internet traffic is not within the scope of this Agreement regardless of whether the traffic may have been converted to Internet Protocol or any other transmission protocol during the routing and transmission of the call. Local Traffic and Local Internet Traffic does not include traffic to or from Commercial Mobile Radio Service providers.
- 1.10 Both Parties warrant 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) adopt the Rate Center Areas for the assignment of telephone numbers that are identical to those used by the incumbent local exchange carriers that serve the Local Service Exchange Areas related to the Local Traffic exchanged pursuant to this Agreement; and (c) assign whole NXX Codes to each Rate Center Area, or where, applicable, thousand number blocks within a NXX Code assigned to that Rate Center Area.
- 1.11 Each Party is solely responsible for the receipt and transmission of 911/E911 traffic originated by its End Users of its Telephone Exchange Services. The Parties acknowledge and affirm that calls to 911/E911 services shall NOT be routed over the trunk group(s) established between the Parties pursuant to this Agreement. To the extent that a Party incorrectly routes such traffic over such arrangements, that Party shall fully indemnify and hold harmless the other Party for any claims, including claims of third parties, related to such calls.

2. Technical Requirements for Interconnection

- 2.1. Interconnection with Palmerton's end office switch (PMTNPAXPDS2) in Palmerton, Pennsylvania will provide TCA with local interconnection for Local Traffic to the Palmerton NXX codes served by Palmerton's End Office and any Palmerton remotes that subtend the End Office.
- 2.2. The Parties will comply with all applicable requirements regarding Toll Dialing Parity and Local Dialing Parity. Nothing in this Agreement shall be construed to alter or otherwise affect in any manner the local calling areas offered or the rates charged by either Party to its End Users.

- 2.3. The Parties agree to work cooperatively to establish trunk requirements for the exchange or delivery of traffic between the Parties.
 - 2.4. The Parties shall utilize the common channel out-of-band signaling (CCS) protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). The Parties agree to exchange traffic using SS7 signaling parameters including, but not limited to ISDN User Part (ISUP), Signaling Points including STPs, SSPs, and SCPs, and any other SS7 parameters necessary for the exchange of traffic. The Parties agree to cooperate on the exchange of all appropriate SS7 messages for call set-up, including Integrated Services Digital Network User Part (ISUP) and Transaction Capability User Part (TCAP) messages, to facilitate full interoperability of all CLASS features and functions between their respective networks. The parties shall also include the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM) containing a Local Exchange Routing Guide-assigned NPA-NXX (6 digits) identifying the originating switch on calls that they originate. The Parties understand that HP may be used to identify the carrier of traffic, but does not in and of itself establish the jurisdiction of such traffic for billing. An CCS signaling parameters, including, but not limited to the originating end user telephone number, will be provided by each Party in conjunction with all traffic it exchanges.
 - 2.5. Neither Party shall intentionally substitute or generate incorrect ANI, CPN or SS7 parameters on traffic exchanged pursuant to this Agreement. 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. In addition, the Parties acknowledge that a violation of this paragraph would constitute a default of this Agreement.
3. Point of Contact for End Users
 - 3.1. Each Party shall establish telephone numbers and mailing addresses for purposes of communications with its End Users. Each Party shall advise its respective End Users of these telephone numbers and mailing addresses. Each Party shall advise the other Party of these telephone numbers and mailing addresses.
 - 3.2. Neither Party shall have any obligation to accept a communication from the other Party's End User, including, but not limited to, a request by the other Party's End User for repair or maintenance.
4. Intercarrier Compensation
 - 4.1. The specific compensation terms and conditions set forth in this Section of the Agreement for Local Traffic are related to, specifically dependent on, and limited to the provision of Telephone Exchange Service to End Users located in the incumbent service area of Palmerton within the Commonwealth of Pennsylvania for the exchange of Local Traffic that originates and terminates solely within those areas as defined for Local Traffic in the general terms. The specific compensation terms and conditions set forth in this Section are not applicable to any other kind of

traffic or for traffic that originates or terminates in areas outside the scope of Local Traffic as defined in this Agreement.

- 4.2 The Parties agree that the nature of the Local Traffic to be exchanged between the Parties and all other 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 are sufficiently in balance between the Parties such that neither Party has any obligation to provide any monetary compensation to the other Party for the other Party's origination or termination of Local Traffic within the scope of this Agreement. Both Parties acknowledge their own independent determination of the equal consideration under this Agreement for Local Traffic.
- 4.3 Traffic Not Subject to Reciprocal Compensation.
 - 4.3.1 The terms of compensation for Local Traffic do not apply to the following: (1) interstate or intrastate Exchange Access or exchange services for Exchange Access; (2) intraLATA Toll Traffic or interLATA Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis (3) Optional Extended Local Calling Area Traffic; (4) Tandem Transit Traffic; and (5) any wireless traffic. The terms of compensation for Local Traffic do not apply to traffic either originated from or terminated to a Party's End User, where the End User location is physically located outside of the geographic area that has been identified as the Rate Center Area associated with a particular NPA-NXX.
- 4.4 Treatment of Local Internet Traffic.
 - 4.4.1 The Parties agree to transport and switch Local Internet Traffic in the manner described below in this section subject to amendment upon written agreement of the Parties.
 - 4.4.2 The Parties acknowledge that under current network and service arrangements, Local Internet Traffic may be switched and transported as if it is Local Traffic. The Parties will treat Local Internet Traffic under the following conditions until such time as a regulatory authority, court, or legislative body addresses the proper treatment of this Local Internet Traffic. The switching and transport of Local Internet Traffic over the Interconnection Trunk facilities by either Party, however, will not be deemed or construed by either Party as either agreement or acknowledgment by the Parties that this arrangement is proper or required. In the event that the manner in which Local Internet Traffic is or may be treated is determined with finality by an appropriate regulatory or legal body, or in the event that any final and non-appealable action or decision of an appropriate regulatory or legal body results in a determination that the interim treatment of Local Internet Traffic pursuant to this section is unlawful, the Parties will negotiate in good faith immediate modification and/or replacement language to this Agreement to effect new terms and conditions consistent with any such lawful action or determination. Any new or modified terms will be effective with the effective date of any such lawful action or determination regarding the treatment of Local Internet

Traffic between the Parties.

4.4.3 The Parties agree that the mutual provisions and relative obligations of the Parties, including but not limited to, the mutual exchange of Local Internet Traffic, pursuant to this Agreement are balanced and represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged and as a result of the Agreement set forth above, neither Party will owe a net due amount to the other Party for terminating Local Internet Traffic including, but not limited to, compensation for switching, transport or termination of Local Internet Traffic until such time as a regulatory authority, court, or legislative body addresses the proper treatment of this traffic. Both Parties acknowledge their own independent determination of the equal consideration under this Agreement for Local Internet Traffic.

4.4.4 Any call placed to an ISP that is not Local Internet Traffic including, but not limited to, a call placed on a non-local basis (e.g., a toll call or 800 call) to an ISP shall not be treated as Local Internet Traffic for compensation purposes. The Parties agree that, to the extent such "non-Local" ISP calls are placed, that the rates, terms and conditions for IntraLATA and/or InterLATA calling shall apply, including but not limited to rating and routing according to the Party's applicable tariffs and the application of intrastate and/or interstate Switched Exchange Access Service tariffs.

4.5 Where the public switched network, local exchange facilities and/or services of either Party are used for the origination or termination of VOIP Traffic calls, the Parties agree to apply the following terms and conditions: VOIP Traffic calls will be originated and terminated in the same manner as each Party does for non-VOIP, circuit-switched Traffic. VOIP Traffic shall be subject to the same compensation terms and conditions as applies for circuit switched calls. Consequently, VOIP Traffic that both originates and terminates within a local calling area as defined for Local Traffic pursuant to this Agreement will also be treated as Local Traffic pursuant to this Agreement. An other VOIP Traffic will be treated as either intrastate or interstate interexchange traffic subject to the same terms and conditions as any other circuit-switched interexchange traffic, including the application of originating and terminating Switched Exchange Access Service charges.

5. Office Code Translations

- 5.1. It shall be the responsibility of each Party to program and update its own switches and network systems.
- 5.2. In such cases, when more than one carrier is involved in completing the call, 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.
- 5.3. Neither Party shall provide an intermediary or transit traffic function for the other Party's connection of its End Users to the end users of a third party without the consent of all parties and without the establishment of mutually agreeable terms

and conditions governing the provision of the intermediary functions. This Agreement does not obligate either Party to utilize any intermediary or transit traffic function of the other Party or of any third party.

- B. TCA will route all traffic to Company (regardless of the traffic's jurisdiction) in TDM format through an interexchange carrier.
- C. Company may route all Non-Access Compensation Traffic to TCA either directly or indirectly, over existing facilities, at Company's discretion.

6. BILLING

A. Charges and Payment

- (1) TCA shall pay invoices within ninety (90) days from the Bill Date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day. Invoices shall be sent to:

To: Palmerton Telephone Company Palmerton Telephone Company 465 Delaware Ave. Palmerton, PA 18071 610-826-6650 ptcbusinessoffice@ptelco.com	To: TCA Teleport Communications of America, LLC c/o TEOCO MS - AT&T Wireline 12150 Monument Drive, Ste. 700 Fairfax, VA 22033 888-786-1211 Ext.8218776 attwireline.xtrak@teocosolutions.com
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or such other address as the Parties may designate to one another on at least thirty (30) days prior written notice.

- (2) All charges under this Agreement shall be billed within one (1) year from the time the charge was incurred; previously unbilled charges more than one (1) year from the time the charge was incurred shall not be billed by either Party, and shall not be payable by either Party. Nothing in this subsection shall affect the right of a Party to contest inaccurate invoices to the extent provided under law.
- (3) Invoices between the Parties shall be clearly organized and charges must be accompanied by a brief, clear, non-misleading description of the service or services rendered including the minutes of use, the rate applied, and whether the charge is for facilities or usage. Invoices not complying with this section shall not be paid until re-issued in the proper format.

7. SS7

- A. Company 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 Company provides ANSI optional parameters for its own use, Company shall provide the same to TCA for TCA's review.
- B. Where available, Company agrees to provide carrier identification parameter (CIP) within

TCA's SS7 call set-up signaling protocol at no charge.

- C. Company shall support intercompany 64 KBPS clear channel where it provides such capability to its end users.
- D. The Parties will cooperate in the exchange of TCAP messages to facilitate full inter- operability of SS7-based features between their networks, including all CLASS features and functions; to the extent each Party offers such features and functions to its own end users.

8. NETWORK DESIGN AND MANAGEMENT

- A. The Parties will work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. Company will provide written notice to TCA of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.
 - (1) Each Party shall provide to the other's surveillance management center a twenty-four (24)-hour contact number for network traffic management issues. A fax number and email address must also be provided to facilitate event notifications for planned mass calling events.
 - (2) Each Party has the duty to alert the other to any network events that can result or have resulted in material service interruption, blocked calls, or negative changes in network performance.
- B. Neither Party will charge rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either Party's network interconnection arrangement contained in this Agreement.
- C. The Parties will provide Common Channel Signaling (CCS) information to one another for all exchanged Traffic. All CCS signaling parameters will be provided. All privacy indicators will be honored, and the Parties agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.
- D. 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.
- E. Company will process TCA maintenance requests at no less than parity with the manner in which Company processes its own maintenance requests or maintenance requests of its affiliates.
- F. Parties shall provide prior notification of any scheduled maintenance activity performed by the Parties that may be service affecting to the other Party.
- G. In the case of direct interconnection, each Party is responsible for the transport of originating calls from its network to the relevant, mutually agreed upon point of interconnection, and each Party will ensure that its facilities are compatible with the mutually agreed upon transmission and facility specifications

9. LOCAL NUMBER PORTABILITY

Both Parties shall abide by the rules and regulations of the Federal Communications Commission and applicable state public utility commission rules and regulations to port numbers from and to each other.

- 9.1. To the extent that either Party provides LNP query, routing, and transport services, such services shall be provided in accordance with rules and regulations as prescribed by the FCC and the guidelines set forth by the North American Numbering Council ("NANC").
 - 9.1.1 When a telephone number ported under SPNP becomes available, e.g., the telephone number is not classified as assigned, intermediate, administrative, aging or reserved, the ported telephone number will be released back to the Local Service Provider owning the switch in which the telephone numbers NXX is native.
 - 9.1.2 Telephone numbers will be ported only within Palmerton Rate Center Areas as approved by the Commission. Palmerton and TCA porting Rate Center Areas must comprise identical geographic locations and have common boundaries.
 - 9.1.3 Telephone numbers in NPA-NXXs which have been validly exempted from porting shall not be ported or subject to SPNP.
 - 9.1.4 SPNP is available only for working telephone numbers assigned by Palmerton to Palmerton End Users and for working telephone numbers assigned by TCA to TCA End Users.
 - 9.1.5 The Requesting Party will submit a Local Service Request (ALSR@) to the other Party to commence the process to effect an SPNP related service change. The Party to whom an LSR is submitted will bill, and the Requesting Party will pay, LSR charges as provided in APPENDIX A.
 - 9.1.6 The provisions of this Section 7 are subject to change in accordance with any changes in regulatory requirements associated with SPNP including, but not limited to, number pooling or other portability measures.
- 9.2. The Parties will mutually provide LNP services from properly equipped central offices. LNP applies only when a customer with an active account wishes to change local carriers while retaining the telephone number or numbers associated with the account.
- 9.3. Both Parties will perform testing as specified in industry guidelines and cooperate in conducting any additional testing to ensure interoperability between networks and systems. Each Party shall inform the other Party of any system updates that may affect the other Party's network and each Party shall, at the other Party's request, perform tests to validate the operation of the network.
- 9.4. The Parties will determine which traffic to route to each other over the facilities established pursuant to this agreement based on the LRN of the other party.
- 9.5. Where an End User of one Party ("Party A") elects to become an End User of the other Party ("Party B"), and after Party B has received authorization from the End User in accordance with Applicable Law and sends a Local Service Request to Party A, Parties A and B will work together to port the End User's telephone number(s) from Party A's

network to Party B's network. 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 be released back to the Local Service Provider owning the switch with which the NXX block associated with the ported number was assigned originally by the North American Numbering Plan Administrator.

9.2. Coordination of Transfer of Service

- 9.2.1. To serve the public interest of customers, the Parties agree that, when a customer transfers service from one Party to the other Party, it is necessary for the Parties to coordinate the timing for disconnection from one Party and connection with the other Party so that transferring customers are not without service for any extended period of time. Other coordinated activities associated with transfer of service will be coordinated between the Parties to ensure quality services to the public.
- 9.2.2. The Parties agree to establish mutually acceptable, reasonable, and efficient transfer of service procedures that utilize the industry standard LSR format for the exchange of necessary information for coordination of service transfers between the Parties.
- 9.2.3. Each Party is responsible for following FCC rules for obtaining customer authorization from each End User initiating transfer of service from one Party to the other Party.
- 9.2.4. Each Party will accept transfer of service requests from the other Party for one customer that includes multiple requests for transfers where the customer will retain one or more telephone numbers.

9.3. Directory Publishing and Distribution

- 9.3.1 The Parties acknowledge that Palmerton does not provide Directory Assistance services and does not publish a Directory book for its service area. Nothing in this Agreement shall require Palmerton to provide Directory Assistance services or to publish a directory book where it would not choose voluntarily to do so. Nothing in this Agreement shall be construed to prevent TCA from obtaining Directory Assistance services from any third party. Nothing in this Agreement shall be construed to prevent TCA from pursuing arrangements with third party publishers of directory books that cover the service area of Palmerton to include TCA's End User listings in such third party published directory.
- 9.3.2 To the extent that an independent third party publishes and provides directories in ILEC territory, ILEC will to the extent it has the information available, provide the contact information for said directory provider to TCA. Palmerton agrees not to interfere with any arrangements that TCA may pursue with third parties with respect to TCA's inclusion of its End User listings in a third party published directory.

10. LIMITATION OF LIABILITY

- A. 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 negligence of any

kind whether active or passive, and regardless of whether the Parties knew of the possibility that such damages could result.

- B. A Party's liability for direct damages for breach of this Agreement or for direct damages arising out of performance under this Agreement shall be limited to one million dollars (\$1,000,000.00) in the aggregate during the life of this Agreement, which life shall include performance of the terms of this Agreement after expiration or termination pursuant to Section 3(E) above.
- C. 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.
- D. 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.

11. INDEMNITY

- A. Each Party shall be indemnified, defended and held harmless by the other Party against any claim, loss or damage arising from the other Party's negligent or grossly negligent acts or omissions under this Agreement, or arising from the other Party's intentional misconduct under this Agreement, including without limitation: 1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the other Party's own communications; 2) all other claims arising out of an act or omission of the other Party.
- B. As to all indemnification obligations throughout this Agreement, the indemnifying Party agrees to (a) defend, or at its option settle, any claim or suit against the indemnified Party as agreed to herein; and (b) pay any final judgment entered against the indemnified Party on such issue or any settlement thereof. The indemnified Party above: (i) must notify the other Party in writing promptly upon learning of any claim or suit for which indemnification may be sought, provided that failure to do so shall have no effect except to the extent that the other Party is prejudiced thereby; (ii) must provide all information and assistance as reasonably requested by, and at the expense of, the other Party in connection with the conduct of the defense and settlement thereof; and (iii) may participate in such defense or settlement with its own counsel at its sole expense, but without control or authority to defend or settle. The indemnifying Party shall not take any action, which unreasonably exposes the indemnified Party to a risk of damages, which would not be covered by such indemnity, and may not settle any matter without the prior written consent of the indemnified Party, which shall not be unreasonably withheld.
- C. Notwithstanding anything to the contrary in any agreement between the parties, no indemnification shall arise as to Claims that are paid by the indemnified Party without the express written consent of the indemnifying Party, which consent will not be unreasonably withheld, conditioned or delayed.

12. MODIFICATION OF AGREEMENT

No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

13. INTELLECTUAL PROPERTY

Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark, service mark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of Company to ensure, at no separate or additional cost to TCA, that Company has obtained any necessary licenses (in relation to intellectual property of third parties used in Company's network) to the extent of Company's own use of facilities or equipment (including software) in the provision of service to Company's end-user customers.

14. CONFIDENTIAL INFORMATION

The Parties to this Agreement recognize that they or their authorized representatives may come into possession of confidential and/or proprietary data about each other's business as a result of this Agreement. Each Party agrees to treat all such data as strictly confidential and to use such data only for the purpose of performance under this Agreement. Each Party agrees not to disclose data about the other Party's business, unless such disclosure is required by lawful subpoena or order, to any person without first securing the written consent of the other Party. A Party may request a nondisclosure agreement of the other Party under this section.

15. RURAL TELEPHONE COMPANY

The Parties acknowledge that Company is entitled to maintain that it is a rural telephone company (as defined in 47 U.S.C. 153) as provided by 47 U.S.C. 251(f). By entering into this Agreement, Company is not waiving its right to maintain that it is a rural telephone company and its right to maintain that it is exempt from § 251(c) under 47 U.S.C. 251(f) of the Act.

16. MISCELLANEOUS.

- A. Compliance with Law; Force Majeure. The Parties shall comply with any applicable orders, rules or regulations of the FCC, Commission and Federal and State law during the term of this Agreement. Notwithstanding anything to the contrary contained herein, a Party shall not be liable nor deemed to be in default for any delay or failure of performance under this Agreement resulting directly from acts of God, civil or military authority, acts of public enemy, war, hurricanes, tornadoes, storms, fires, explosions, earthquakes, floods, electric power outages, government regulation, strikes, lockouts or other work interruptions by employees or agents not within the reasonable control of the non-performing Party.
- B. Change of Law. In the event that any final and non-appealable legislative, regulatory, judicial, or other legal action materially affects any material terms of this Agreement, either Party may, on thirty (30) days written notice require that such Agreement, or such terms thereof be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required or appropriate to reflect the results of such action.
- C. Participation in Regulatory and Other Proceedings. By entering into this Agreement, neither Party waives its right or ability to participate in any regulatory, judicial, or legislative proceedings regarding the proper interpretation and /or application of the Act, including interpretation and /or application that may differ from the terms contained within this

Agreement.

- D. Waivers. Any failure by either Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.
- E. Assignment. A Party may not assign this Agreement other than to an Affiliate without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, provided, however, a Party may assign this Agreement, or any portion thereof, without consent to any entity which controls, is controlled by or is under common control with the assigning Party. Any such assignment shall not, in any way, affect or limit the rights and obligations of the Parties, under the terms of this Agreement. Notice of assignment must be given at least sixty (60) days in advance of the proposed assignment.
- F. 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.
- G. Authority. The undersigned signatories represent that they have the authority to execute this Agreement on behalf of their respective companies.
- H. Survival. Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, confidential information, limitations of liability and any other provisions of this Agreement which, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, shall survive cancellation or termination thereof.
- I. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the state in which state commission approval is obtained, the Act and other applicable federal law.
- J. Filing of Agreement. Upon execution, Company shall file this Agreement with the Commission pursuant to the requirements of Section 252 of the Act.
- K. Notices. Notices given by one Party to the other Party under this Agreement shall be in writing and shall be: (i) delivered personally; (ii) delivered by express delivery service; (iii) mailed, certified mail, return receipt requested; or (iv) delivered by telecopy to the following addresses of the Parties:

To: Palmerton Telephone Company <u>For Official Notices:</u> David Masenheimer, President Palmerton Telephone Company 613 3 rd street Palmerton, PA 18071	To: TCA <u>For Official Notices:</u> David Handal, Director Sourcing Operations AT&T 1 AT&T Way, Room 4A105 Bedminster, NJ 07921 Phone: 908-234-3707
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<p>And Timothy A Hausman, VP/GM Palmerton Telephone Company 465 Delaware Ave. Palmerton, PA 18071</p> <p>With a copy to:</p> <p>Thomas, Thomas, Armstrong & Neisen P.O. Box 9500 212 Locust Street Suite 500 Harrisburg, PA 17108</p>	<p>Email: david.handal@att.com</p> <p>With a copy to:</p> <p>AT&T Services, Inc. Legal Department 208 S. Akard Street Dallas, TX 75202 Attn: Interconnection Agreement Counsel Fax: 214-746-2214</p>
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or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the date of actual receipt.

- L. Relationship of Parties. It is the intention of the Parties that each shall be an independent contractor and nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.
- M. No Third Party Beneficiaries. The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, and this Agreement shall not provide any person not a Party hereto with any remedy, claim, liability, reimbursement, right of action, or other right in excess of those existing without reference hereto. Nothing in this Agreement shall be construed to prevent ILEC from providing services to or obtaining services from other carriers.
- N. Entire Agreement. This constitutes the entire Agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified in writing signed by an officer of each Party.
- O. 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.

This Agreement is executed as dated below.

<p>Palmerton Telephone Company</p> <p>By: </p> <p>Name: <u>David L. Masenheimer</u></p> <p>Title: <u>President</u></p> <p>Date: <u>12/8/2022</u></p>	<p>Teleport Communications America, LLC</p> <p>By: <u>Angelo Sopikiotis</u></p> <p>Name: <u>Angelo Sopikiotis</u></p> <p>Title: <u>Lead Carrier Realtions Manager</u></p> <p>Date: <u>12/08/2022</u></p>
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APPENDIX A

PRICING SCHEDULE

SERVICE

CHARGE

RECIPROCAL COMPENSATION for the Transport and Termination of Local Traffic

Not applicable pursuant to the provisions of Section 4 of the Interconnection Attachment

LSR Order Charges. The parties shall reciprocally compensate each other for LSR orders at rates provided below.

When a Party (the ARequesting 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 win submit a Local Service Request (ALSR@) to the other Party to commence the process to effect the service change. Charges associated with an LSR Order are:

Basic Initial LSR Order Charge = \$5.00 per each initial request by the Requesting Party to the other Party per Customer -- To be billed to and paid by the Requesting Party.

Basic Subsequent LSR Service Order Charge = \$5.00 per each time the Requesting Party submits a revised LSR per Customer -- To be billed to and paid by the Requesting Party.