

INTERCONNECTION AGREEMENT

By and Between

Level 3 Communications, LLC

And

Totelcom Communications, LLC

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THIS INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT (the "Agreement") is made by and between Totalcom Communications, LLC ("Totalcom"), an Incumbent Local Exchange Carrier certificated in the State of Texas, (the "State"), on behalf of itself and its Affiliates, if any, in the State of Texas, and Level 3 Communications, L.L.C., ("Level 3"), a subsidiary of CenturyLink Communications, n/k/a Lumen Technologies, Inc., with a place of business of 931 14th Street, 9th Floor, Denver, CO 80202, a Competitive Local Exchange Carrier, on behalf of itself and its operating Affiliates in the State, and shall be deemed effective upon the date of the last signature ("Effective Date"). This Agreement may refer to either - Totalcom or Level 3 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. Totalcom is authorized to provide local exchange services in the State.
- B. Level 3 is a registered provider of competitive local exchange services and authorized to provide such 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 and 252 of the Communications Act of 1934, as amended, ("Act") and specifically the Telecommunications Act of 1996. The Parties intend the rates, terms, and conditions of this Agreement and their performance of obligations thereunder, to comply with the Act, the Rules and Regulations of the Federal Communications Commission ("FCC") and the Texas Public Utility Commission ("Commission").
- D. This Agreement establishes the methodology for the exchange of and compensation for Non-Access Telecommunications Traffic (as defined herein) exchanged indirectly via a third-Party network (indirect interconnection) or directly via direct interconnection trunks. This Agreement also establishes the methodology for the exchange of and compensation for Non-Access Telecommunications Traffic originated on the network of a third-party carrier that transits Level 3's network and is delivered by Level 3 to Totalcom for termination.
- E. This Agreement does not cover or include the exchange of any traffic, including traffic transited over Level 3's network, that is mobile wireless traffic or one-way paging traffic.
- F. Totalcom hereby incorporates by reference those provisions of its tariffs that govern the provision of any of the services or facilities provided hereunder. The fact that a condition, right, obligation, or other term appears in this Agreement but not in any such tariff shall not be interpreted as, or be deemed grounds for finding, a conflict. If any provision of this Agreement and an applicable tariff cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this Agreement shall prevail.

- G. Except as otherwise expressly provided in this Agreement, a Party may purchase services from the other Party pursuant to that other Party's tariff. In such instances, the rates, terms, and conditions of the other Party's applicable tariff(s) shall apply.
- H. Notwithstanding any other provision of the Agreement, neither Party shall be obligated to offer or provide any service, facility, or interconnection arrangement to the other Party that is not required by the Act, Applicable Law, or not required by controlling regulatory requirements. To the extent that some service, facility, or interconnection arrangement provided by one Party to the other Party under this Agreement is determined not to be required by the Act, Applicable Law, or not required by controlling regulatory requirements, then the providing Party upon ninety (90) days written notice to the other Party may discontinue the provision of such service, facility, or interconnection arrangement. To the extent the discontinued service or interconnection arrangement is available under prevailing tariffs from one Party, then the other Party, may, at its option, obtain such services, facilities, or interconnection arrangements pursuant to the terms of such tariffs.
- I. This Agreement supersedes and terminates all previous agreements, both oral and written, between Telcelcom and Level 3 governing the exchange of Non-Access Telecommunications Traffic between local exchange carriers.

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 ("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. "Applicable Law" – means all effective laws, government regulations, and government orders applicable to each Party's performance of its obligations under this Agreement.
- D. "ATIS" – means Alliance for Telecommunications Industry Standards.
- E. "Bill-and-Keep" – means as set forth in FCC Rule §51.713, 47 C.F.R. §51.713,
- F. "Commission" – is the Public Utility Commission of Texas.

- G. “Customer” – a retail residential or business end user subscriber to telephone exchange services provided either directly or indirectly by either of the Parties. A Customer may also be a retail provider that directly provides telecommunications services to its end users or may be a Wholesale Customer of Level 3.
- H. “CTN” (Called Telephone Number) – means a ten-digit number in NANP format dialed by a calling Party.
- I. “LERG” (Local Exchange Routing Guide) – means a Telcordia Technologies that identifies NPA-NXX routing and homing information as well as network element and equipment designations.
- J. “LNP Call Routing Database” – means a public database that service providers can query to determine the LRN for a specific CTN.
- K. “LRN” (Local Routing Number) – means a ten-digit number in the format of the NANP that uniquely identifies the switch associated with a CTN that has been ported. The LRN for a ported CTN can be obtained by querying the LNP Call Routing Database, subject to local number porting (“LNP”) variations. The LRN can be cross-referenced in the LERG to identify the service provider for a specific CTN.
- L. “NANP” (North American Numbering Plan) means the system of telephone numbering employed in the United States, Canada, Bermuda, Puerto Rico, and certain Caribbean islands. The NANP format is a 10-digit telephone number that consists of a three-digit NPA Code (commonly referred to as the area code), followed by a three-digit NXX Code and a four-digit line number.
- M. “Non-Access Telecommunications Traffic” – is as defined in 47 C.F.R. §51.701, and is 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. Non-access Telecommunications traffic includes VoIP-PSTN and ISP-bound traffic.
- N. “NXX Code” – means the second three-digit sequence of each 10-digit telephone number within the NANP (i.e., NPA-NXX-XXXX).
- O. “Rate Center” – means the geographic area to which a particular NXX Code has been assigned under the Central Office Code (NXX) Assignment Guidelines issued by ATIS as revised from time to time.
- P. “Voice Call” – means a two-way communication originated by a Customer of one Party and terminated to a Customer of the other Party, or a party within the mandated local calling area, where the CTN is assigned to or associated with the Terminating Party’s Customer.

- Q. "Wholesale Customer" means a third party carrier that purchases telecommunications services from either of the Parties and combines those services with its own capabilities or functionalities to offer its own services to retail customers. By way of example, a provider of interconnected Voice over Internet Protocol service (as that term is defined in the regulations of the FCC) shall be considered a Wholesale Customer for purposes of this Agreement.

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 3.B. above, this Agreement continues in full force and effect after the expiration of the Initial Term, either Party may terminate this Agreement ninety (90) days prior to the expiration of any renewal term as reflected in Section 3.B. 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 thirty (30) 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.

If the defaulting Party cures the default or violation within the thirty (30) day period, the non-defaulting Party will not terminate service under this Agreement but shall be entitled to recover all costs (including, but not limited to, reasonable attorneys' fees), if any, incurred by it in connection with the default or violation, including, without limitation, costs (including, but not limited to, reasonable attorneys' fees) incurred to prepare for the termination of service. For purposes of this section, the terms "default," "violate," and "violation," in all of their forms, shall mean "materially default," "material default," "materially violate," or "material violation," as appropriate.

- 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 3.D. 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. BILLING

- A. Parties shall pay all undisputed amounts within thirty (30) 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:

Totelcom Telecommunications, LLC Level 3 Communications, LLC

For Paper Invoices (not sent on CD)

Accounting
P.O. Box 290
De Leon, TX 76444
Or VIA EMAIL at:
accounting@totelcom.com

CenturyLink Communications
CLK01 – CenturyLink
CLK01 Media Processing CenturyLink
PO Box 15700
Phoenix, AZ 85060
Or VIA EMAIL at:
centurylink.invoices@synchronoss.com

For CDs, FedEx, UPS or Overnight Packages

CenturyLink Communications
CLK01 – CenturyLink
c/o Synchronoss
4020 E Indian School Rd
Phoenix, AZ 85018

Any electronically submitted E-paper or mechanized invoices should be directed to centurylink.invoices@synchronoss.com.

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

- B. Level 3 prefers to receive billing information in an electronic media format such as BOSCABS, CABS, SECABS. If Totelcom is able to send paper invoices and has the ability to supply invoices in EDI format, send Level 3 an email to ndm_ftp_setup@synchronoss.com and Level 3 will contact Totelcom in order to setup electronic invoice transmission protocol.
- C. All charges under this Agreement shall be billed within two (2) years from the time the charge was incurred; previously unbilled charges more than two (2) 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.
- D. For any portion of billed amounts which are subject to a good faith dispute between the Parties, the billed Party shall give written notice to the billing Party of the amounts it disputes ("Disputed Amounts") within thirty (30) days following the issuance of the subject invoice, and include in such notice the specific details and reasons for disputing each item. The billed Party shall pay by the due date all undisputed amounts. The billed Party may choose to pay a disputed amount without waiving its right to raise the dispute. Disputed Amounts will not be paid into an escrow account. If the billing dispute is resolved in favor of the billing Party, and if the disputing Party does not pay the Disputed Amount within forty-five (45) days of the aforementioned resolution, the disputing Party shall pay late payment charges (pursuant to the immediately following paragraph) accruing from the date payment was originally due. If the Disputed Amount is found to be in favor of the disputing Party, refund of the Disputed amounts shall be on the next invoice following resolution of the Disputed Amounts. Billing disputes shall be subject to the terms of Section 5, Dispute Resolution.
- E. The Parties will assess late payment charges to each other in accordance with the applicable tariff or, if there is no tariff, the billing Party will assess a late payment charge equal to (i) one and one half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under Texas's Applicable Law, of the balance due, until the amount due, including late payment charges, is paid in full.
- F. If no previous interconnection agreement exists between the Parties, there shall be no liability or billing for services otherwise subject to this Agreement but provided prior to the Effective Date of this Agreement. If a previous interconnection agreement exists

between the Parties, then if any portion of an amount paid to a billing party under this Agreement is thereafter subject to a bona fide dispute by the billed Party, the Billed Party may provide written notice to the Billing Party of the Disputed Paid Amount, and seek a refund of such amount, at any time prior to the date that is one (1) year after the receipt of a bill containing the disputed paid amount. The terms and conditions of this Agreement shall relate back to the date of termination of the previous agreement, and the Parties shall true-up all payments made from the date of termination of the previous agreement to the Effective Date of this Agreement.

- G. The Billing Party will send monthly invoices to the receiving Party within ten (10) calendar days from the end of the billing period.
- H. 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.

5. DISPUTE RESOLUTION

- A. Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party shall provide to the other Party thirty (30) days written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance or breach and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten (10) Business Days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within forty-five (45) days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement which, for the avoidance of any doubt, the Parties in their respective sole discretion may choose to enter into or not, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.
- B. If the Parties have been unable to resolve the dispute within forty-five (45) days of the date of the initiating Party's written notice, each Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise; provided, however, that the sole available dispute resolution mechanism shall be a proceeding (or proceedings) brought by a Party consistent with the terms set forth in this Agreement.

6. COMPENSATION

As of the Effective Date of this Agreement, the Parties agree to treat Non-Access Telecommunications Traffic as Bill-and-Keep. For avoidance of doubt, all Non-Access

Telecommunications Traffic exchanged under this Agreement shall be rated based upon the derivation of jurisdiction by a comparison of the called from number to the called to number.

7. INTERCONNECTED VoIP PROVIDER ("IVP") TRAFFIC EXCHANGE

- A. Totelcom and Level 3 may interconnect, and exchange Non-Access Telecommunications Traffic originated by or destined to an IVP over a Party's local interconnection trunk groups.
- B. Totelcom and Level 3 will follow applicable procedures of the LERG and this Agreement in order to identify the OCNs and NPA-NXX(s) of the IVP which will be associated with a Party's switch and routed on a Party's interconnection trunk groups.
- C. Level 3 and Totelcom will continue to exchange traffic under the terms of this Agreement, including treatment of traffic terminating to Totelcom End Users. Solely for purposes of this Agreement all Non-Access Telecommunications Traffic originated by Parties utilizing interconnection facilities and terminating to Totelcom Customers will be treated as though originated by Level 3.

8. METHODS OF INTERCONNECTION

- A. Based upon the volume of Non-Access Telecommunications Traffic anticipated to be exchanged by the Parties as of the Effective Date of this Agreement, the Parties agree that, pursuant to §251(a)(1) of the Act, Level 3 may choose to indirectly interconnect with Totelcom at the DLLSTXTA05T for the exchange of Non-Access Telecommunications Traffic through the use of a third party intermediary tandem provider. 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 250,000 two-way minutes of use over a consecutive three-month period), a direct connection will be established.
- B. If a Party chooses to interconnect indirectly, that Party shall pay all transit charges for its originated traffic sent to the other Party for termination.
- C. When Level 3 chooses to indirectly interconnect to a third party's intermediary tandem and/or transit service to send Non-Access Telecommunications Traffic to Totelcom, Totelcom will use measurements provided by the third party to determine Level 3's Non-Access Telecommunications Traffic volume.
- D. If the Parties interconnect via direct trunks between their networks, there shall be a minimum of one (1) point of interconnection between the networks. Direct interconnection facilities shall be two-way.
- E. 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, which shall be located on Totelcom's network, and each Party will

ensure that its facilities are compatible with the mutually agreed upon transmission and facility specifications.

- F. Parties agree upon second signature of execution, network planning, trunk ordering, installation, testing and any other network-related setup will commence.
- G. Upon either Party's implementation of Internet Protocol ("IP") interconnection, if available, the Parties will work cooperatively in good faith to transition the interconnection between the Parties to IP interconnection. Specific rates, terms, and conditions for IP-to-IP interconnection will be negotiated at that time.
- H. This Agreement does not address traffic that is exchanged through an Interexchange Carrier ("IXC").

9. TRAFFIC EXCHANGE

- A. Each Party agrees to query the LNP Call Routing Database on each of its originated Voice Calls and to route a Voice Call to the other Party only to the extent the LRN returned from such query, if any, belongs to the other Party or if no LRN is returned, the dialed number belongs to a Customer of the other Party. Each Party shall bear any and all costs associated with LNP queries and associated routing of its originating Voice Calls.
- B. The Parties shall provide each other with local dialing parity in accordance with Applicable Law.
- C. Totelcom shall classify Voice Calls as local or toll based solely upon the Rate Center associated with the NXX Code of the dialed CTN. For the avoidance of any doubt, Totelcom shall not rate a Voice Call from a particular Customer as a toll call unless it would rate as a toll call any other call from that same Customer to a third party's customer with a CTN associated with the same Rate Center as the Voice Call. Any calls initiated by Totelcom Customers to Level 3 Customers at a number that is outside the Totelcom Rate Center, or local calling area, shall be routed over toll facilities to an IXC for call completion.
- D. Each Party is solely responsible for the services it provides to its Customers. Each Party is responsible for managing its assigned NXX Codes and thousand blocks within NXX codes. Each Party shall use the LERG or its successor to obtain routing information and shall provide to the LERG publisher in a timely manner all information required to maintain the accuracy of the LERG for routing traffic to such Party.
- E. Neither Party shall route 911/E911 traffic to the other Party. Each Party shall be responsible for delivering its Customers' 911/E911 calls to the 911/E911 service provider.

10. EXCHANGE OF THIRD PARTY TRAFFIC

Parties agree that this Agreement permits exchange of Non-Access Telecommunications Traffic originated or terminated on the network of a third-party carrier that transits Level 3's network and is delivered by Level 3 to Totelcom for termination is permitted for this Agreement. Compensation for such traffic shall be Bill and Keep.

11. SS7

- A. For traffic exchanged under this Agreement, the Parties agree to transmit signaling information in accordance with Applicable Law and industry standards, including ANSI standards, as revised from time to time.
- B. The Parties agree to use Signaling System 7 ("SS7") for exchanging Voice Calls and other traffic. Where mutually agreed in writing, the Parties shall directly interconnect their networks for exchanging SS7 signaling messages. Either Party may obtain SS7 trunks and connectivity from a third-party provider of SS7 trunks for exchanging SS7 signaling messages, provided such connections meet generally accepted industry standards as revised from time to time. Each Party shall be financially responsible for its own SS7 signaling messages. Neither Party shall bill the other Party for SS7 signaling messages.
- C. Where technically feasible, the SS7 signaling message for a Voice Call shall meet industry standards as revised from time to time.
- D. Called Telephone Number (CTN). For all Voice Calls and except as otherwise required by Applicable Law, the originating Party shall deliver SS7 signaling messages to the terminating Party that include, without limitation, the CTN.
- E. Calling Party Number (CPN). For all Voice Calls and except as otherwise required by Applicable Law, the originating Party shall deliver SS7 signaling messages to the terminating Party that include, without limitation, CPN used by the Customer to originate the Voice Call.
- F. Privacy Indicators.
 - (1) Except as otherwise required by Applicable Law, each Party shall offer its Customers the ability to activate a privacy indicator that will suppress the display of the Customer's CPN on the called party's device.
 - (2) For all Voice Calls where the calling party has activated the privacy indicator, the originating Party shall deliver the privacy indicator in the SS7 signaling messages along with the calling party's CPN. For the avoidance of any doubt, the originating Party shall not suppress CPN on Voice Calls where the calling party has requested privacy.

- (3) For all Voice Calls where the terminating Party has received a privacy indicator from the originating Party that prohibits delivery of the CPN to the terminating Party's Customer, the terminating Party shall not deliver the calling party's CPN to the called party and may instead deliver a privacy message (e.g., "anonymous call", "private").

- G. Integrity of SS7 Signaling Messages. The Parties shall cooperate fully and shall use commercially reasonable efforts in investigating any issues relating to the processing or delivery of SS7 signaling messages. Neither Party shall intentionally substitute or generate incorrect Automatic Number Identifier ("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.

12. 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. Totelcom will provide written notice to Level 3 of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.
 - (1) Each Party shall provide to the other's surveillance management center a twenty-four (24) hour, seven (7) days per week contact number for network traffic management issues. An 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 un-tariffed 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 each other with the proper call information, including all proper translations for routing between networks and any information necessary for billing.

- D. Totelcom will process Level 3 maintenance requests at no less than parity with the manner in which Totelcom processes its own maintenance requests or maintenance requests of its Affiliates.
- E. Parties shall provide prior notification of any scheduled maintenance activity performed by the Parties that may be service affecting to the other Party.
- F. Parties with direct trunks are financially responsible for those facilities to the point of interconnection on the other Party's network.

13. NUMBER RESOURCES AND RATE CENTER AREAS

- A. Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any NXX Codes pursuant to the Central Office Code Assignment Guidelines published by ATIS and any relevant FCC or Commission orders, as may be amended from time to time, or to assign NXX Codes to specific Rate Centers.
- B. It shall be the responsibility of the Party obtaining a new NXX Code or LRN to timely update the LERG. It shall be the other Party's responsibility to program and update its own switches and network systems pursuant to information provided in the LERG, as revised from time to time, in order to recognize and route traffic to the other Party's assigned NXX Codes. Except as may be expressly set forth in this Agreement, neither Party shall impose any fees or charges whatsoever on the other Party for such activities.
- C. Nothing in this Agreement constrains either Party's ability to establish the size of local calling area(s) or service plans for its respective Customers.

14. LOCAL NUMBER PORTABILITY

- A. 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.
- B. Parties agree that the Local Service Request ("LSR") charge, which can be found in the Pricing Sheet, is reciprocal.

15. LOCAL DIALING PARITY

Totelcom shall permit Level 3 Customers within a local calling area to dial the same number of digits to make a local telephone call as Totelcom Customers dial.

16. BASIC 911/E911 SERVICE

As of the Effective Date of this Agreement, Totelcom is not the 911 service provider serving the PSAP. Neither Party shall route 911/E911 traffic to the other Party and each Party is solely

responsible for making its own 911/E911 arrangements to connect to the current 911/E911 service provider. Each Provider is responsible for making updates on a timely basis to the ALI database for their respective Customers. In the event that Totelcom becomes the 911 service provider for any exchange where Level 3 is providing service under this Agreement, Totelcom will provide Level 3 advance notice and the Parties agree to negotiate terms to amend this Agreement for the provision of 911 arrangements by Totelcom to Level 3. .

17. DIRECTORY LISTINGS SERVICE

- A. Level 3 currently works directly with a third-party publisher in order to make its directory listings available to any and all publishers.
- B. Any charges for directory listings or distribution will be between Level 3 and publisher.

18. ROBOCALL MITIGATION

- A. For robocall authorization, Parties shall adhere to all applicable federal rules and regulations.
- B. For robocall traceback, Parties shall adhere to all applicable federal rules and regulations.

19. NOMADIC TRAFFIC

Each Party agrees that under this Agreement the primary service provided to its Customers or Customers of any Wholesale Customers require the service to be from a fixed location. However, due to the advancement of Internet Protocol ("IP") technology and applications available, services have become more mobile. Because of this, the Parties agree that Traffic originating from or terminating to an IP device other than at the Customer's service location ("Nomadic Traffic") provided by either Party will be incidental to the fixed traffic. The Parties agree that the services provided by either Party or their Wholesale Customers will primarily be from a fixed location at each Customer's principal address located in Totelcom's local calling area. If either Party believes that the other Party's traffic includes more than an incidental amount of Nomadic Traffic, then the Parties can conduct audits or take other commercially reasonable steps to verify that the other Party is not provisioning any of its services to intentionally circumvent applicable switched access service charges by it or a Wholesale Customer. If either Party intends to send more than an incidental amount of Nomadic Traffic, then such Party shall notify the other Party in writing within sixty (60) days to amend this Agreement.

20. USE OF SERVICE

Each Party shall make commercially reasonable efforts to ensure that its Customers and Wholesale Customers comply with the provisions of this Agreement applicable to the use of the services purchased by it under this Agreement.

21. LIMITATION OF LIABILITY

- A. 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.
- B. Except as otherwise provided for in this paragraph, neither Party shall be liable to the other Party for any indirect, incidental, consequential, reliance, punitive, or special damages suffered by the other Party (including without limitation damages for harm to business, lost revenues, lost savings, or lost profits suffered by the other Party), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation gross negligence, libel, slander, invasion of privacy and copyright infringement. of any kind whether active or passive, and regardless of whether the Parties knew of the possibility that such damages could result. Except for damages resulting from the willful or intentional misconduct of one or both Parties, the liability of either Party to the other Party for damages arising out of failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services or arrangements hereunder shall be determined in accordance with the terms of the applicable tariff(s) of the providing Party or the terms of this Agreement. 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. 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 may be zero.
- C. Except in the instance of harm resulting from an intentional action or willful misconduct, neither Party shall be liable to the end user of the other Party in connection with its provision of services to the other Party under this Agreement. In the event of a dispute involving both Parties with a Customer of one Party, both Parties shall assert the applicability of any limitations on liability to End Users that may be contained in either Party's applicable tariff(s) or applicable Customer contracts.
- D. 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.

22. INDEMNITY

- A. Each Party shall indemnify, defend, and hold harmless the other Party ("Indemnified Party"), the Indemnified Party's Affiliates, and the directors, officers, and employees of the Indemnified Party and the Indemnified Party's Affiliates, from and against any and all claims, losses or damages that arise out of bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, to the extent such injury, death, damage, destruction or loss was proximately caused by the grossly negligent or intentionally wrongful acts or omissions of the Indemnifying Party, the Indemnifying Party's Affiliates, or the directors, officers, employees, Agents or contractors (excluding the Indemnified Party) of the Indemnifying Party or the Indemnifying Party's Affiliates, in connection with this Agreement.
- 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.

23. TAXES

- A. With respect to any purchase of Services under this Agreement, if any federal, state or local tax, fee, surcharge or other tax-like charge, excluding any tax levied on net income (a "Tax"), is required or permitted by Applicable Law to be collected from the purchasing Party ("the "Purchasing Party") by the providing Party (the "Providing Party"), then (a) the Providing Party shall bill the Purchasing Party for such Tax, as a separately stated item on the invoice, (b) the Purchasing Party shall timely remit such Tax to the Providing Party and (c) the Providing Party shall timely remit such collected Tax to the applicable taxing authority as and to the extent required by Applicable Law.

- B. If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Applicable Law also provides an exemption procedure, such as an exemption certificate requirement, then, if the Purchasing Party complies with such procedure, the Providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the Providing Party shall not collect such Tax if the Purchasing Party furnishes the Providing Party with a letter requesting such an exemption and citing the provision in the Applicable Law which clearly allows such exemption, which letter shall provide the Purchasing Party's agreement to indemnify the Providing Party, holding the Providing Party harmless on an after-tax basis with respect to its forbearance from collecting such Tax.
- C. In the event either Party is audited by a taxing authority, the other Party agrees to reasonably cooperate with the Party being audited with regard to any matters that may involve the other Party in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

24. AUDITS

- A. Except as may be otherwise specifically provided in this Agreement, each Party ("Auditing Party") may audit the records, and documents of the other Party ("Audited Party") for the purpose of evaluating the accuracy of the Audited Party's bills. Such audits may be performed once in each calendar year; *provided, however*, that audits may be conducted more frequently (but no more frequently than once in each calendar quarter) if the immediately preceding audit found previously uncorrected net inaccuracies in billing in favor of the Audited Party having an aggregate value of at least \$50,000.00.
- B. The audit shall be paid by the Auditing Party. If an independent auditor is to be engaged, the Parties shall select an auditor by the thirtieth (30th) day following Audited Party's receipt of a written audit notice. The auditing party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties. The audit shall take place at a time and place agreed upon by the Parties; provided that the Auditing Party may require that the audit commence no later than sixty (60) days after the Auditing Party has given written notice of the audit to the Audited Party.
- C. Each Party shall cooperate fully in any such audit, providing reasonable access to any and all employees, records, documents, facilities and systems reasonably necessary to assess the accuracy of the Audited Party's bills.
- D. Audits shall be performed at the Auditing Party's expense, provided that there shall be no charge for reasonable access to the Audited Party's employees, records, documents, facilities and systems necessary to assess the accuracy of the Audited Party's bills.

- E. In the event the auditors discover previously uncorrected net inaccuracies in billing in favor of the Auditing Party and those previously uncorrected net inaccuracies have an aggregate value of at least \$50,000 for any consecutive twelve (12)-month period, the Audited Party shall reimburse the Auditing Party for the cost of the audit and any customary and reasonable out-of-pocket expenses required for the performance of the audit.

25. INSURANCE

Each Party warrants to the other Party that it has and will maintain insurance required by and in compliance with Applicable Law during the term of this Agreement. In the event that Level 3 requests additional services not provided for in this Agreement, Parties agree that any amendment negotiated for such service may require additional insurance obligations.

26. 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.

27. INTELLECTUAL PROPERTY

- A. Except as may be expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by either Party. Except as may be expressly stated in this Agreement, 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.
- B. Except as stated in Section 26.D., neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any third person alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.
- C. 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 EACH PARTY OF THE OTHER'S SERVICES PROVIDED UNDER THIS AGREEMENT WILL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT,

MISUSE OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.

- D. The Parties agree that the services provided hereunder shall be subject to the terms, conditions and restrictions contained in any applicable agreements (including, but not limited to software or other intellectual property license agreements) between a Party and such Party's vendors. Each Party agrees to advise the other Party, directly or through a third party, of any such terms, conditions or restrictions that may limit the other Party's use of a service that is otherwise permitted by this Agreement.

28. 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 require a nondisclosure agreement of the other Party under this section.

29. RURAL TELEPHONE COMPANY

The Parties acknowledge that Totalcom 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, Totalcom 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.

30. TECHNOLOGY UPGRADES

Notwithstanding any other provision of this Agreement, both Parties shall have the right to deploy, upgrade, migrate, and maintain their networks at their sole discretion. Nothing in this Agreement shall limit either Party's ability to modify its network through the incorporation of new equipment or software or otherwise.

31. MISCELLANEOUS

A. COMPLIANCE WITH LAW

The Parties shall comply with any applicable orders, rules or regulations of the FCC, State and Federal law during the term of this Agreement.

B. FORCE MAJEURE

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 nature, acts of God, civil or military authority, acts of public enemy, war,

pandemic, epidemic, 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.

If a Force Majeure Event occurs, the non-performing Party shall give prompt notification of its inability to perform to the other Party. During the period that the non-performing Party is unable to perform, the other Party shall also be excused from performance of its obligations to the extent such obligations are reciprocal to, or depend upon, the performance of the non-performing Party that has been prevented by the Force Majeure Event. The non-performing Party shall use commercially reasonable efforts to avoid or remove the cause(s) of its non-performance and both Parties shall proceed to perform once the cause(s) are removed or cease.

Notwithstanding the above provisions, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement.

C. 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.

D. 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.

E. 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.

F. 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. A Party may, however, assign this Agreement, or any portion thereof, without prior written consent to any entity which controls, is controlled by or is under common control with the assigning Party by providing written notice. In such case, notice of assignment must be given at least sixty (60) days in advance of the proposed assignment. Request for written consent must be given at least sixty (60) days in advance of the proposed assignment. Any assignment

shall not, in any way, affect or limit the rights and obligations of the Parties, under the terms of this Agreement. This Agreement shall be binding on an inure to the benefits of the Parties and their respective legal successors and permitted assigns.

The effectiveness of any assignment shall be expressly conditioned upon the assignee's written assumption of all rights, obligations, and duties of the assigning Party. Assignee's written assumption shall be made and delivered to the non-assigning Party no later than thirty (30) days prior to the assignment's effective date. Unless prior written consent is obtained, where necessary, and assignee expressly assumes all rights, obligations, and duties of the assigning Party hereunder as provided herein, the assigning Party shall remain responsible for all rights, obligations, and duties under this Agreement.

G. 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.

H. AUTHORITY

The undersigned signatories represent that they have the authority to execute this Agreement on behalf of their respective companies.

I. 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.

J. GOVERNING LAW

This Agreement shall be governed by and construed and enforced in accordance with the laws of Texas without regard to its conflicts laws, as well as by the Act and other applicable federal law. Each Party shall remain in compliance with Applicable Law in the course of performing its obligations under this Agreement. Neither Party shall be liable for any delay or failure in performance by it that results from requirements of Applicable Law or acts or failures to act of any governmental authority. Each Party shall promptly notify the other Party in writing of any action of a Governmental Authority that limits, suspends, cancels, terminates, withdraws, or otherwise materially affects the notifying Party's ability to perform its obligations under this Agreement.

K. NOTICES

Except as otherwise specifically provided for in this Agreement, all notices, consents, approvals, modifications, or other communications to be given under this Agreement shall be in writing and delivered by prepaid overnight express service or sent by certified mail, postage prepaid, and return receipt requested, deemed delivered upon receipt, with a scanned copy to the email addresses below:

Totecom

Attn: Michael Prather
CTO
P.O. Box 290
De Leon, TX 76444
Phone: 254-893-1000
Email: michael.prather@totelcom.com

Lumen

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

With a copy to:

With a copy to:

Herman & Whiteaker, LLC

Attn: Dee Herman
Principal
6720-B Rockledge Drive
Suite 150
Bethesda, MD 20817
Phone: 202-600-7273
Email: dee@hermanwhiteaker.com

Lumen

Level 3 Communications, LLC
Attn: Lumen Law Department
C/O Wholesale Interconnection
931 14th Street (9th FL)
Denver, CO 80202
Facsimile: (303) 383-8553
Email: Legal.Interconnection@Lumen.com

All notices will be effective upon receipt.

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

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. Except as may be expressly set forth in this Agreement, a Party shall have no liability under this Agreement to the Customers or Wholesale Customers of the other Party or to any other third person. Nothing in this Agreement shall be construed to prevent either Party 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. If a Party orders services not addressed in the Agreement, then the applicable State or Federal tariff pricing then in effect shall apply.

P. SERVICE OFFERINGS

Nothing in this Agreement shall be construed to prevent Level 3 from providing services to or obtaining services from other carriers.

Q. FILING OF THE AGREEMENT

Totelcom will file with the Agreement with the Commission pursuant to the requirements of Section 252 of the Act.

R. GOOD FAITH PERFORMANCE

The Parties shall act in good faith in their performance of this Agreement. Except as otherwise expressly stated in this Agreement (including, but not limited to, where consent, approval, agreement or a similar action is stated to be within a Party's sole discretion), where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned or delayed.

S. JOINT WORK PRODUCT

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

T. HEADINGS

The headings used in the Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of the Agreement.

U. 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.

V. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

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SIGNATURE PAGE

This Agreement is executed as dated below:

Totelcom Communications, LLC	Level 3 Communications, LLC
By: <u>Michael Prather</u>	By: <u> R Black Jr (Nov 9, 2023 16:11 MST)</u>
<u>Michael Prather</u> Print Name	<u>Gary Black</u> Print Name
<u>CTO</u> Title	<u>VP – Carrier Relations</u> Title
<u>11/08/2023</u> Date	<u>Nov 9, 2023</u> Date

Pricing Sheet

General. The rates contained in this attachment are the rates as referenced throughout this Agreement, are reciprocal, and are subject to change as a result of filings to state and federal commissions, or state and federal commission rulings and proceedings.

Transport and Termination Charge

Non-Access Telecommunications Traffic,
Transport, and Termination

Bill-and-Keep

Service Order Charge

Local Service Request (LSR) Order Charge

15.00