



June 30, 2024

Chairman David Jones  
Tennessee Public Utility Commission  
502 Deaderick Street, 4<sup>th</sup> Floor  
Nashville, TN 37243

Electronically Filed In TPUC Docket  
Room on July 30, 2024 at 3:54 p.m.

RE: Network Interconnection Agreement between Scott County Telephone Cooperative and Level 3  
Communications, LLC  
Case No. 24-00047

Dear Chairman Jones:

In accordance with 252(a) of the Telecommunications Act of 1996 (the "Act"), enclosed for the Commission's approval is the Network Interconnection Agreement between Scott County Telephone Cooperative and Level 3 Communications, LLC.

This letter will serve as the Notice of Filing required by the Commission's Rules and parties will provide a copy of the Agreement to any interested party upon request.

The contacts for both companies are listed below:

**Scott County Telephone Cooperative**  
Roger Fraysier, Executive VP of Finance and Operations  
PO Box 487  
Gate City, VA 24251  
276-452-7364  
Email: [rfraysier@sctc.org](mailto:rfraysier@sctc.org)

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

With a copy to:

Matthew Hill, Chief Executive Officer  
PO Box 487  
Gate City, VA 24251  
276-452-7360  
Email: [mhill@sctc.org](mailto:mhill@sctc.org)

With a copy to:

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

Enclosed please find an original and five (5) copies of the Interconnection Agreement. Also enclosed is a check in the amount of \$50.00 for the filing fee.

If you have any questions, please contact me at 423-502-4833 or [dano@sctc.org](mailto:dano@sctc.org).

Sincerely,

Daniel Odom  
Management Accounting Contractor

Enclosures

cc: Roger Fraysier  
149 Woodland Street / Post Office Box 487 / Gate City, VA 24251 / Tel: (276) 452-9119 / Fax: (276) 452-2447

C O N N E C T I N G Y O U .

# **INTERCONNECTION AGREEMENT**

**By and Between**

**Level 3 Communications, LLC**

**And**

**Scott County Telephone Cooperative**

## Table of Contents

1.	GENERAL .....	3
2.	DEFINITIONS.....	3
3.	TERM OF THE AGREEMENT.....	4
4.	BILLING.....	5
5.	DISPUTE RESOLUTION.....	7
6.	AUDITS.....	7
7.	COMPENSATION.....	7
8.	INTERCONNECTED VoIP PROVIDER ("IVP") TRAFFIC EXCHANGE .....	7
9.	METHODS OF INTERCONNECTION .....	8
10.	EXCHANGE OF THIRD PARTY TRAFFIC.....	9
11.	SS7 .....	9
12.	NETWORK DESIGN AND MANAGEMENT.....	9
13.	LOCAL NUMBER PORTABILITY .....	10
14.	LOCAL DIALING PARITY.....	10
15.	BASIC 911/E911 SERVICE.....	11
16.	DIRECTORY LISTINGS SERVICE .....	11
17.	ROBOCALL MITIGATION AND TRACEBACK .....	11
18.	NOMADIC TRAFFIC.....	11
19.	LIMITATION OF LIABILITY .....	12
20.	INDEMNITY.....	12
21.	TAXES .....	13
22.	INSURANCE.....	13
23.	MODIFICATION OF AGREEMENT.....	13
24.	INTELLECTUAL PROPERTY.....	13
25.	CONFIDENTIAL INFORMATION .....	14
26.	RURAL TELEPHONE COMPANY .....	14
27.	MISCELLANEOUS.....	14
a.	Compliance with Law .....	14
b.	Force Majeure.....	14
c.	Change of Law.....	15
d.	Participation in Regulatory and Other Proceedings .....	15
e.	Waivers.....	15
f.	Assignment.....	15
g.	Severability.....	15
h.	Authority.....	16
i.	Survival.....	16
j.	Governing Law .....	16
k.	Notices .....	16
l.	Relationship of Parties .....	17
m.	No Third Party Beneficiaries.....	17
n.	Entire Agreement.....	17
o.	Conflict with Tariffs.....	17
p.	Service Offerings.....	18
q.	Filing of the Agreement.....	18
	PRICING SHEET.....	20

THIS INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT (the "Agreement") is made by and between Scott County Telephone Cooperative ("RLEC"), an Incumbent Local Exchange Carrier certificated in the State of Tennessee, (the "State"), with a place of business of 149 Woodland Street, Gate City, VA 24251 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, (9<sup>th</sup> FL), Denver, CO 80202, a Competitive Local Exchange Carrier and shall be deemed effective upon the date of the last signature ("Effective Date"). This Agreement may refer to either RLEC 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. RLEC is authorized to provide local exchange services in the State.
- B. Level 3 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 and 252 of the Telecommunications Act of 1996.
- D. This Agreement establishes the methodology for the exchange of and compensation for Local Traffic (as defined herein) exchanged indirectly via a third-party network or directly via direct interconnection trunks. This Agreement also establishes the methodology for the exchange of and compensation for traffic originated on the network of a third-party carrier that transits Level 3's network and is delivered by Level 3 to RLEC for termination.
- E. This Agreement supersedes and terminates all previous agreements, both oral and written, between RLEC and Level 3 governing the exchange of Local 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 ten percent (10%).
- C. "Commission" – Tennessee Public Utility Commission
- D. "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.
- E. "IntraMTA Traffic" – is Commercial Mobile Radio Services ("CMRS") traffic that 1) originates on or transits one Party's network, 2) terminates on the other Party's network, and 3) at the beginning of the call originates and terminates in the same MTA.
- F. "Local Traffic" - is telecommunications traffic, including VoIP-PSTN Traffic, ISP-Bound Traffic, and IntraMTA Traffic as defined by the FCC, that originates and terminates within the same local calling area as determined by the Commission.
- G. "MTA" – Major Trading Area as defined in 47 C.F.R. § 24.202(a).
- H. "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 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 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 forty-five (45) days from the Bill Date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day. Invoices shall be sent to:

**Scott County Telephone Cooperative Level 3 Communications, LLC**

Attention: Accounts Payable  
PO Box 487  
Gate City VA 24251-0487  
If by email: [accountspayable@sctc.org](mailto:accountspayable@sctc.org)

**Lumen Technologies**  
CLK01 – Customer Media Processing Center  
Attn: RazorFlow

P.O. Box 15700  
Phoenix, AZ 85060

**OR VIA E-MAIL to:**  
**[lumen.invoices@razorflow.ai](mailto:lumen.invoices@razorflow.ai)**

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 RLEC is able to send paper invoices and has the ability to supply invoices in EDI format, send Level 3 an email to [ENX\\_MSS\\_Support\\_IM@razorflow.ai](mailto:ENX_MSS_Support_IM@razorflow.ai) and Level 3 will contact RLEC 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) years from the time the charge was incurred shall not be billed by either Party and shall not be payable by either Party. Nothing in this subsection shall affect the right of a Party to contest inaccurate invoices to the extent provided under law.
- D. 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 two (2) years after the receipt of a bill containing the disputed paid amount.
- E. 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 two (2) years 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.
- F. The Billing Party will send monthly invoices to the receiving Party within ten (10) calendar days from the date of the invoice.

- G. 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. 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, in the first instance. If requested to do so by either Party, both Parties will assign an employee of the Party to resolve such disputes within ten (10) business days.
- B. If negotiations pursuant to Section 5.A fail to produce an agreeable resolution within sixty (60) days after receipt of the written request of a Party to informally negotiate in good faith a dispute, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided, that upon mutual agreement of the Parties such disputes may also be submitted to binding arbitration. In the case of arbitration, each Party shall bear its own costs. The Parties shall equally split the fees of any mutually agreed upon arbitrator but shall otherwise pay their own expenses associated with the arbitration.

## **6. AUDITS**

Either Party may audit the other Party's relevant records and other documents pertaining to services provided under this Agreement one (1) time per year. Such audit will take place within sixty (60) days after notice. Each Party shall maintain usage data for a minimum of twenty-four (24) months. If an independent auditor is to be engaged, the Parties shall mutually select an auditor by the thirtieth (30<sup>th</sup>) day following the audited Party's receipt of a written audit notice. The auditing Party shall cause the independent auditor to execute a nondisclosure agreement in a form mutually agreed upon by the Parties.

## **7. COMPENSATION**

As of the Effective Date of this Agreement, the Parties agree to treat Local Traffic as bill and keep. For avoidance of doubt, all Local 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.

## **8. INTERCONNECTED VoIP PROVIDER ("IVP") TRAFFIC EXCHANGE**



- A. RLEC and Level 3 may interconnect, and exchange traffic originated by or destined to an IVP over a Party's local interconnection trunk groups.
- B. RLEC and Level 3 will follow applicable procedures of the Local Exchange and Routing Guide ("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 RLEC will continue to exchange traffic under the terms of this Agreement, including treatment of traffic terminating to RLEC End Users. Solely for purposes of this Agreement, all Local Traffic originated by Parties utilizing interconnection facilities and terminating to RLEC End Users will be treated as though originated by Level 3.

## **9. METHODS OF INTERCONNECTION**

- A. Based upon the volume of Local Traffic anticipated to be exchanged by the Parties as of the Effective Date of this Agreement, the Parties agree that pursuant to §251(a)(1) of the Act, Level 3 may choose to indirectly interconnect with RLEC for the exchange of Local 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 Local Traffic to RLEC, RLEC will use measurements provided by the third party to determine Level 3's Local 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, 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. The Parties shall initially exchange traffic in Time Division Multiplex ("TDM") format. In the event that a Party converts its network to Internet Protocol ("IP") for Local Traffic, and upon ninety (90) days written notice, Parties shall meet in order to determine the technical feasibility of exchanging such traffic in IP format.
- H. It shall be the responsibility of each Party to program and update its switches and network systems pursuant to the LERG guidelines to recognize and route traffic to the other Party. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

## **10. EXCHANGE OF THIRD PARTY TRAFFIC**

Parties agree that this Agreement permits exchange of 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 RLEC for termination is permitted for this Agreement. Compensation for such traffic shall be bill and keep.

## **11. SS7**

- A. RLEC will provide and implement all mandatory 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 RLEC provides ANSI optional parameters for its own use, RLEC shall provide the same to Level 3 for Level 3's review.
- B. RLEC shall support 64 Kbps clear channel where it provides such capability to its Customers.
- C. Either Party may choose to select a signaling vendor for purposes of providing signaling.
- D. RLEC agrees to provide Carrier Identification Parameter ("CIP") within Level 3's SS7 call set-up signaling protocol at no charge.

## **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. RLEC 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. RLEC will process Level 3 maintenance requests at no less than parity with the manner in which RLEC 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. 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.

### **14. LOCAL DIALING PARITY**

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

## **15. BASIC 911/E911 SERVICE**

As of the Effective Date of this Agreement, RLEC is not the 911 service provider serving the Public Safety Answering Point ("PSAP") and each party is solely responsible for making their own 911 Arrangements to connect to the current 911 service provider and for making updates on a timely basis to the ALI database for their respective Customers. In the event that RLEC becomes the 911 service provider for any exchange where Level 3 is providing service under this Agreement, RLEC will provide Level 3 advance notice and the Parties agree to negotiate terms to amend this Agreement for the provision of 911 Arrangements by RLEC to Level 3.

## **16. 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 its publisher.

## **17. ROBOCALL MITIGATION AND TRACEBACK**

- A. Robocall Mitigation is the ability to reduce the occurrence of illegal robocalls. The Parties shall adhere to all applicable Robocall Mitigation federal rules and regulations. The Parties agree to cooperate with the resolution of any Robocall Mitigation issues associated with the operation and management of each Parties' network and to take steps to eliminate the origination and transmission of illegal calls consistent with FCC requirements.
- B. Traceback is the act of tracing and identifying the source of suspected unlawful robocalls and suspicious and prohibited traffic. The Parties shall cooperate with traceback requests between the Parties' networks associated with the Parties' efforts to mitigate illegal or suspected illegal robocalls that may originate, transit or terminate on the Parties' networks and adhere to all applicable Traceback federal rules and regulations. The Parties also agree to cooperate and respond to Traceback requests from the official U.S. Traceback Consortium.

## **18. NOMADIC TRAFFIC**

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 end user's service location ("Nomadic Traffic") provided by either Party will be incidental. If either Party believes that the majority of the other Party's traffic is Nomadic Traffic, then the Parties may conduct audits or take other commercially reasonable steps to verify that the other Party is not provisioning any of its services to intentionally circumvent applicable switched access service charges. If either Party

intends to send primarily Nomadic Traffic, then such Party shall notify the other Party in writing within sixty (60) days to amend this Agreement.

## **19. 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 of any kind whether active or passive, and regardless of whether the Parties knew of the possibility that such damages could result. In no event shall either Party's liability to the other for direct damages arising out of (1) a material breach of this Agreement, or (2) activities related to or involved in performance under this Agreement (whether such alleged damages in this second category arise in contract or tort) shall not exceed an amount equal to the proportionate charge for the affected service(s) during the period in which damages occurred. If that standard is not applicable, such damages shall not exceed the total amount billed under this Agreement (during the calendar year(s) in which the damage occurred) by the damaged Party to the other Party. The foregoing shall not limit a Party's obligation as set out in this Agreement to indemnify, defend, and hold the other Party harmless against amounts payable to third parties.

## **20. 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 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.

## **21. TAXES**

Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or net income.

## **22. INSURANCE**

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

## **23. 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.

## **24. 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 RLEC to ensure, at no separate or additional cost to Level 3, that RLEC has obtained any necessary licenses (in relation to intellectual property of third parties used in RLEC's network) to the extent of RLEC's own use of facilities or equipment (including software) in the provision of service to RLEC's end-user Customers.

## **25. 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.

## **26. RURAL TELEPHONE COMPANY**

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

## **27. 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 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.

#### 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

This Agreement shall be binding upon the Parties and shall continue to be binding upon such entities regardless of any subsequent change in their ownership. This Agreement may not be assigned by any Party hereto without the other Party's written consent, which consent will not be unreasonably withheld or delayed. Parties may assign this Agreement to an Affiliate without written consent, but written notice shall be required, not unreasonably withheld or delayed. The Affiliate must be a majority-ownership Affiliate of the assigning Party. Provided that any Party asked to consent to an assignment shall be expressly permitted to require (i) proof of financial strength of the proposed assignee reasonably necessary to support the obligations of this Agreement being assumed or (ii) investigation of prior complaints filed against or adjudicated against the proposed assignee. Parties may assign this Agreement to a majority-owned Affiliate without written consent, but written notice shall be required. Any assignment or transfer not in accordance with this Agreement shall be void.

#### 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 the Act and other applicable state and federal law.

#### 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:

**Scott County Telephone Cooperative**  
Roger Fraysier, Executive Vice-President  
of Finance and Operations  
PO Box 487  
Gate City, VA 242  
276-452-7364  
Email: [rfraysier@sctc.org](mailto:rfraysier@sctc.org)

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

With a copy to:

Matthew Hill  
PO Box 487

With a copy to:

**Level 3 Communications, LLC**

Gate City VA 242  
276-452-7360  
Email: [mhill@sctc.org](mailto:mhill@sctc.org)

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

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.

#### 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 this Agreement, then the applicable State or Federal tariff pricing then in

effect shall apply. In the event a service is de-regulated and de-tariffed, elements and rates for such service shall be charged under each Party's applicable pricing schedule.

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

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

## SIGNATURE PAGE

This Agreement is executed as dated below:

RLEC	Level 3 Communications, LLC
By: <u>Matthew Hill</u> <small>Matthew Hill (Jun 6, 2024 11:52 CDT)</small>	By: <u>Sarah Poindexter</u> <small>Sarah Poindexter (Jun 6, 2024 11:47 CDT)</small>
<u>Matthew Hill</u> Print Name	<u>Sarah Poindexter</u> Print Name
<u>CEO</u> Title	<u>Mgr. Voice Interconnection</u> Title
<u>Jun 6, 2024</u> Date	<u>Jun 6, 2024</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**

Local Traffic, Transport, and Termination

Bill and Keep

### **Service Order Charge (Reciprocal)**

Local Service Request (LSR) Order Charge (Reciprocal)

15.00