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Via electronic filing

April 24, 2025

Executive Director Linda C. Bridwell
Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, Kentucky 40601

PSC Reference 01278

RE: Interconnection Agreement between Foothills Rural Telephone Coop. Corp., Inc. and
Level 3 Communications, LLC

Dear Executive Director Bridwell:

Submitted via EFS on behalf of Foothills Rural Telephone Coop. Corp., Inc. and Level 3 Communications, LLC is a negotiated interconnection agreement between the two companies. This Agreement was reached through voluntary negotiations without resort to mediation or arbitration and is submitted for approval pursuant to Section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996.

Please call or email me with any questions.

Sincerely,

A handwritten signature in black ink that reads "Eileen M Bodamer". The signature is fluid and cursive, with the first and last names being more prominent.

Eileen M Bodamer
Consultant to Foothills Rural Telephone Coop. Corp., Inc.

Enc.

Cc (email): Ruth Conley, Foothills Rural Telephone Coop. Corp., Inc.
Michelle Pedersen, Level 3 Communications, LLC
Anna Bradford, Level 3 Communications, LLC

INTERCONNECTION AGREEMENT

EFFECTIVE _____

by and between

FOOTHILLS RURAL TELEPHONE COOP. CORP., INC.

AND

LEVEL 3 COMMUNICATIONS, L.L.C.

FOR THE COMMONWEALTH OF KENTUCKY

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GENERAL TERMS AND CONDITIONS

PREFACE

This Interconnection Agreement (the “Agreement”) is made by and between Foothills Rural Telephone Coop. Corp., Inc., (“FRTC”), an incumbent local exchange carrier certificated in the State of Kentucky with offices at 1621 Kentucky Route 40 West, Staffordsville, KY 41256, and Level 3 Communications, L.L.C. (“Level 3”), a competitive local exchange carrier subsidiary of CenturyLink Communications, n/k/a Lumen Technologies, Inc., with a place of business at 931 14th Street, (9th FL), Denver, CO 80202. This Agreement may refer to either FRTC 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

- 1.1 FRTC is authorized to provide local exchange services in the state of Kentucky (the “State”).
- 1.2 Level 3 is a registered provider of competitive local exchange services in the State.
- 1.3 The Parties enter into this Agreement to interconnect their facilities and exchange traffic for the purposes of fulfilling their obligations pursuant to Sections 251(a) and (b), and 252 of the Telecommunications Act of 1996 and to replace any and all other prior agreements, both written and oral.
- 1.4 This Agreement addresses the terms and conditions under which Level 3 and FRTC agree to exchange Subject Traffic via a direct or indirect connection at the Point of Interconnection in accordance with this Agreement. All traffic that either Party may deliver to the POI that falls outside of the definition of Subject Traffic shall not be subject to the terms and conditions of this Agreement (the “Excluded Traffic”) but may be subject to other arrangements and/or tariff of the Parties that shall govern the intercarrier treatment of such Excluded Traffic.

2. DEFINITIONS

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

- 2.1 “Act” – The Communications Act of 1934 (47 U.S.C. § 151 et. seq.) as amended, including without limitation by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the Federal Communications Commission (the “FCC”).

- 2.2 “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.
- 2.3 “Commission” – is the Kentucky Public Service Commission.
- 2.4 “End User” – A third-party residence or business that is the ultimate subscriber to service(s) of a Party to this Agreement.
- 2.5 “Extended Area Service (EAS)” – a service arrangement whereby End Users that obtain local exchange service in a specific Local Service Exchange Area, and are physically located in that Local Service Exchange Area, are provided the ability to place interexchange calls to End Users that obtain local exchange service in another mutually exclusive specific Local Service Exchange Area in which they are physically located on the basis of terms, conditions and charges that are distinct from the terms applicable to message toll service and exchange service. EAS is separate and distinct from exchange service that permits end users that obtain local exchange service in a specific Local Service Exchange Area to place calls to end users that obtain local exchange service in the same Local Service Exchange Area. EAS is separate and distinct from toll services that permit end users to place interexchange calls according to interexchange toll rates based on usage and/or distance-based charges. EAS calling is established to meet the public interest demand of end users that reside and obtain local exchange service in specific communities to place calls to end users that reside and obtain local exchange service in other specific communities without incurring specific telephone message toll charges. For purposes of this Agreement, EAS includes traffic between the specific Local Service Exchange Areas, and is consistent with the service area within which FRTC’s End User customers may make landline-to-landline calls without incurring a toll charge, as established by FRTC’s Subscriber Service Tariff.
- 2.6 “Interconnection” – the indirect or direct physical linking of two networks for the mutual exchange of traffic.
- 2.7 “Local Service Exchange Area” – A specific geographic service area encompassing an exchange area served by a Party as defined by FRTC’s Subscriber Service Tariff or successor arrangement as permitted or required by law.
- 2.8 “Point of Interconnection (POI)” – The physical location on the FRTC network where the Party’s facilities physically interconnect for the purpose of exchanging traffic. The POI will also serve as the demarcation point between the facilities that each Party is responsible to provide and establishes the interface, the test point, financial and the operational responsibility hand-off of the Parties’ respective networks.
- 2.9 “Subject Traffic.” – Traffic (excluding Commercial Mobile Radio Services traffic, e.g., paging, cellular, PCS) that is originated by an End User via the

service of one Party and terminated to an End User via the service of the other Party where both End Users are physically located within FRTC's local service exchange area or mandatory EAS service area as defined in FRTC's effective Local Exchange Tariff. Subject Traffic does not include optional local calling scope traffic, i.e. optional rate packages that permit the End User to choose a local calling scope beyond their basic exchange serving area for an additional fee, referred to hereafter as "optional EAS," or FX Traffic. Any traffic not defined as Subject Traffic is non-Subject Traffic and is subject to the terminating Party's applicable access tariff rates. Traffic is defined as Subject or non-Subject, regardless of the technology used to deliver the traffic

3. TERM AND TERMINATION

- 3.1 This Agreement is effective on the date the Commission deems the Agreement effective: ("Effective Date").
- 3.2 The Initial Term of this Agreement shall be two (2) years, beginning on the Effective Date.
- 3.3 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.
- 3.4 If pursuant to Section 3.3, 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 3.3. and after delivering written notice to the other Party of its intention to terminate this Agreement.
- 3.5 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.
- 3.6 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.

- 3.7 If upon expiration or termination of this Agreement other than pursuant to Section 3.5 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 trueed-up to comply with the rates, terms and conditions of the successor agreement.
- 3.8 This Agreement supersedes and terminates all previous agreements, both oral and written, between FRTC and Level 3 governing the exchange of Subject Traffic between local exchange carriers.

4. DISPUTE RESOLUTION

- 4.1 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. The Parties agree that resolving the dispute(s) as promptly and efficiently as possible will best serve their respective interests. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance 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 provided however that each such designated representative must be an employee of the company if so requested by the other Party. 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. Nothing herein shall prevent either Party from seeking relief through a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with a dispute resolution process.
- 4.2 Any time after the initial forty-five (45) day period, if Parties are unable to reach resolution of the dispute, either Party may request that both Parties escalate the resolution to their designated next level contact. Upon such request, each Party will notify the other within ten (10) days of their designated contact for such discussions. Parties will continue good faith negotiation at the next level of escalation for no less than fifteen (15) days before seeking alternative resolution.
- 4.3 If the dispute is not resolved by the next level contact or above within thirty (30) days after the final escalation or either Party refuses to escalate to the next level or above, either Party, upon written notice, may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including,

but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.

- 4.4 Nothing in this Section shall prohibit Parties from seeking third-party resolution or assistance in resolution of disputes upon mutual agreement. If either Party seeks resolution under 4.3 to resolve the dispute in court or elsewhere, then the disputing party may seek reimbursement of all of the costs and expenses incurred by the Party (including reasonable attorneys' fees).

5. AUDITS

In the event either Party identifies a specific dispute or violation of terms under this Agreement ("Audit Reasons"), either Party may request to audit the other Party's relevant records and other documents pertaining to services provided under this Agreement by notifying the other Party in writing. The written audit request shall include specific Audit Reasons. Audits shall occur no more than one (1) time per year and will take place within sixty (60) days after notice and shall be limited in scope to only such material required to respond to the Audit Reasons.

6. BILLING

6.1 Charges and Payment

- (1) Except as otherwise provided in this Agreement, payment of amounts billed for Services provided under this Agreement shall be billed on a monthly basis unless otherwise provided in this Agreement, shall be due, in immediately available U.S. funds on the later of the following dates (the "Due Date"): (a) the due date specified on the billing Party's statement provided however that the Due Date is no less than twenty-one (21) days after the issuance of the bill. Payments shall be transmitted by electronic funds transfer or check. Invoices shall be sent to:

To: Foothills Rural Telephone Coop. Corp., Inc Attn: Brandon Wheeler / Accounts Payable 1621 Kentucky Route 40 West P.O. Box 240 Staffordsville, KY 41256-0240 606-297-9123 OR VIA E-MAIL to: brandon@foothills.coop	To: Level 3 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
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or such other address as the Parties may designate to one another on at least thirty (30) days' prior written notice.

- 6.2 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.

7. NETWORK DESIGN AND MANAGEMENT

- 7.1 The Parties will work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. FRTC 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.
- 7.2 Each Party shall provide to the other's repair center a contact number for network traffic management issues.
- 7.3 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.
- 7.4 Parties shall provide prior notification of any scheduled maintenance activity performed by the Parties that may be service affecting to the other Party.
- 7.5 The Parties will provide Common Channel Signaling (CCS) information to one another for all exchanged Traffic. All CCS signaling parameters will be provided as well as procedures in accordance with ANSI standards. All privacy indicators will be honored, and Either Party may choose to select a signaling vendor for purposes of providing signaling.

8. LOCAL NUMBER PORTABILITY

- 8.1 The Parties shall abide by the rules and regulations of the Federal Communications Commission to port numbers from and to each other.
- 8.2 Parties will bill for the processing of Local Service Request ("LSR") at rates found in Exhibit A of this Agreement.
- 8.3 A Service Restoration Fee applies when one Party ("New Provider") submits an LSR to the other Party ("Old Provider"), and, following the completion of the LSR, the Old Provider identifies or is notified of errors with the LSR necessitating the re-establishment of service with the Old Provider. Such Service Restoration Fee will be billed by the Old Provider to the New Provider and shall be in addition to the charge back of any Service Order Fee that may apply.

9. E911 / 911

FRTC does not provide 911 services and any such services are wholly the responsibility of Level 3. Should FRTC provide 911 services, FRTC will allow Level 3 to order such service from FRTC. Each Party will make their own ALI database updates.

10. DIRECTORY LISTING AND DIRECTORY DISTRIBUTION

Level 3 will work directly with a third-party vendor in order to make its Directory Listing available to any and all publishers. FRTC will not impede Level 3 in the listing of Level 3's End Users for inclusion in FRTC's directory. Any charges for directory listings or distribution will be between Level 3 and publisher or publishers. Nothing herein shall require FRTC to publish a directory.

11. ROBOCALL MITIGATION AND TRACEBACK

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

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

12. LIMITATION OF LIABILITY

12.1 Except as otherwise provided for in this paragraph, neither Party shall be liable to the other Party for any indirect, incidental, consequential, reliance, punitive, or special damages suffered by the other Party (including without limitation damages for harm to business, lost revenues, lost savings, or lost profits suffered by the other Party), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation negligence of any kind whether active or passive, and regardless of whether the Parties knew of the possibility that such damages could result.

12.2 A Party's liability for direct damages for breach of this Agreement or for direct damages arising out of performance under this Agreement shall not exceed amount equal to the proportionate charge for the affected service(s) in the aggregate during the life of this Agreement, which life shall include performance of the terms of this Agreement after expiration or termination pursuant to Section 3 above.

12.3 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.

12.4 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.

13. INDEMNITY

- 13.1 Each Party shall be indemnified, defended and held harmless by the other Party against any claim, loss or damage arising from the other Party's negligent or grossly negligent acts or omissions under this Agreement, or arising from the other Party's intentional misconduct under this Agreement, including without limitation: 1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the other Party's own communications; 2) all other claims arising out of an act or omission of the other Party.
- 13.2 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.
- 13.3 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.

14. 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 executed by the Parties.

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

16. CONFIDENTIAL INFORMATION

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

17. RURAL TELEPHONE COMPANY

The Parties acknowledge that FRTC 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, FRTC 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.

18. MISCELLANEOUS

- a. Compliance with Law; Force Majeure. The Parties shall comply with any applicable orders, rules or regulations of the FCC, Commission and Federal and State law during the term of this Agreement. Notwithstanding anything to the contrary contained herein, a Party shall not be liable nor deemed to be in default for any delay or failure of performance under this Agreement resulting directly from acts of God, civil or military authority, acts of public enemy, war, hurricanes, tornadoes, pandemics, epidemic, storms, fires, explosions, earthquakes, floods, electric power outages, government regulation, strikes, lockouts or other work interruptions by employees or agents not within the reasonable control of the non-performing Party.
- b. Change of Law. In the event that any final and non-appealable legislative, regulatory, judicial, or other legal action materially affects any material terms of this Agreement, either Party may, on thirty (30) days written notice require that such Agreement, or such terms thereof be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required or appropriate to reflect the results of such action.

- c. Participation in Regulatory and Other Proceedings. By entering into this Agreement, neither Party waives its right or ability to participate in any regulatory, judicial, or legislative proceedings regarding the proper interpretation and /or application of the Act, including interpretation and /or application that may differ from the terms contained within this Agreement.
- d. Waivers. Any failure by either Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.
- e. Assignment. A Party may not assign this Agreement other than to an Affiliate without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, provided, however, a Party may assign this Agreement, or any portion thereof, without consent to any entity which controls, is controlled by or is under common control with the assigning Party. Any such assignment shall not, in any way, affect or limit the rights and obligations of the Parties, under the terms of this Agreement. Notice of assignment must be given at least sixty (60) days in advance of the proposed assignment.
- f. Severability. In the event that any provision of this Agreement shall be held invalid, illegal, or unenforceable, it shall be severed from the Agreement and the remainder of this Agreement shall remain valid and enforceable and shall continue in full force and effect; provided however, that if any severed provisions of this Agreement are essential to any Party's ability to continue to perform its material obligations hereunder, the Parties shall immediately begin negotiations of new provisions to replace the severed provisions.
- g. Authority. The undersigned signatories represent that they have the authority to execute this Agreement on behalf of their respective companies.
- h. Survival. Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, confidential information, limitations of liability and any other provisions of this Agreement which, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, shall survive cancellation or termination thereof.
- i. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of Kentucky, the Act, and other applicable federal law.
- j. Filing of Agreement. Upon execution, FRTC shall file this Agreement with the Commission pursuant to the requirements of Section 252 of the Act.
- k. Notices. Notices given by one Party to the other Party under this Agreement shall be in writing and shall be: (i) delivered by express delivery service; or (ii) mailed, certified mail, return receipt requested; to the following addresses of the Parties:

<p>To: Foothills Rural Telephone Coop. Corp., Inc</p> <p><u>For Official Notices:</u></p> <p>Foothills Rural Telephone Coop. Corp., Inc. Attn: Ruth Conley 1621 Kentucky Route 40 West P.O. Box 240 Staffordsville, KY 41256-0240 Email: ruthc@foothills.coop</p>	<p>To: Level 3</p> <p><u>For Official Notices:</u></p> <p>Lumen Attn: Gary Black VP – Carrier Relations 931 14th Street (9th FL) Denver, CO 80202 Phone: 720-888-2000 Email: gary.blackjr@Lumen.com</p> <p>With a copy to:</p> <p>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</p>
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or to such other address as either Party shall designate by thirty (30) days prior written notice. Notices will be deemed given as of the date of actual receipt.

- l. Relationship of Parties. It is the intention of the Parties that each shall be an independent contractor and nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.
- m. No Third-Party Beneficiaries. The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, and this Agreement shall not provide any person not a Party hereto with any remedy, claim, liability, reimbursement, right of action, or other right in excess of those existing without reference hereto. Nothing in this Agreement shall be construed to prevent FRTC 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.

19. LOCAL DIALING PARITY.

Parties shall permit telephone exchange service customers within a local calling area to dial the same number of digits to make a local telephone call notwithstanding the identity of the customer's or the called party's telecommunications service provider provided however, that CLEC has established and maintains arrangements for the receipt of such traffic under this Agreement.

20. TAXES

- 20.1 In General. With respect to any purchase hereunder of Services, if any federal, state or local tax, fee, surcharge or other tax-like charge, including but not limited to sales, use, value added, consumption, universal service, gross receipts, foreign withholding, excise, access, bypass, ad valorem, and franchise taxes, fees, surcharges, or other tax-like charges, (a "Tax") is required or permitted by Applicable Law or a Tariff to be collected from the purchasing Party by the providing Party, then (a) the providing Party shall properly bill the purchasing Party for such Tax, (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. Where applicable by law, Taxes are recovered through imposition of a percentage surcharge(s) on the charges for provided service(s) provided the surcharge does not exceed the statutory amount.
- 20.2 Taxes Imposed on the Providing Party. With respect to any purchase hereunder of Services, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the providing Party, and such Applicable Law permits the providing Party to exclude certain receipts received from sales for resale to a public utility, distributor, telephone company, local exchange carrier, telecommunications company or other communications company ("Telecommunications Company"), such exclusion being based solely on the fact that the purchasing Party is also subject to a tax based upon receipts ("Receipts Tax"), then the purchasing Party (a) shall provide the providing Party with notice in writing in accordance with Section 20.6 of this Agreement of its intent to pay the Receipts Tax and (b) shall timely pay the Receipts Tax to the applicable tax authority.
- 20.3 Taxes Imposed on Customers. With respect to any purchase hereunder of Services that are resold to a third-party, if any federal, state or local Tax is imposed by Applicable Law on the subscriber, end-user, Customer or ultimate consumer ("Subscriber") in connection with any such purchase, which a Telecommunications Company is required to impose and/or collect from a Subscriber, then the purchasing Party (a) shall be required to impose and/or collect such Tax from the Subscriber and (b) shall timely remit such Tax to the applicable taxing authority.

- 20.4 Liability for Uncollected Tax, Interest and Penalty. If the providing Party has not received an exemption certificate and fails to collect any Tax as required by Section 20.1, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and the providing Party shall be liable for any interest assessed thereon and any penalty assessed with respect to such uncollected Tax by such authority. If the providing Party properly bills the purchasing Party for any Tax but the purchasing Party fails to remit such Tax to the providing Party as required by Section 20.1, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the providing Party does not collect any Tax as required by Section 20.1 because the purchasing Party has provided such providing Party with an exemption certificate that is later found to be inadequate by a taxing authority, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the purchasing Party fails to pay the Receipts Tax as required by Section 20.2, then, as between the providing Party and the purchasing Party, the providing Party shall be liable for any Tax imposed on its receipts and the purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the providing Party with respect to such Tax by such authority. If the purchasing Party fails to impose and/or collect any Tax from Subscribers as required by Section 20.3, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the purchasing Party agrees to indemnify and hold the providing Party harmless on an after-tax basis for any liabilities, penalties, interest, costs, reasonable attorneys' fees, and other charges and expenses incurred by the providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the providing Party due to the failure of the purchasing Party to timely pay, or collect and timely remit, such Tax to such authority. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate with the Party being audited 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.
- 20.5 Tax exemptions and Exemption Certificates. If Applicable Law 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 in

accordance with the terms set forth in Section 20.6. 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 (a) furnishes the providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Applicable Law which clearly allows such exemption and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party (e.g., an agreement commonly used in the industry), which holds the providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.

- 20.6 All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other, for purposes of this Section 20, shall be made in writing in accordance with Notices Section X of this Agreement

[signature page to follow]

This Agreement is executed as dated below.

**Foothills Rural Telephone Coop. Corp.,
Inc.**

By: Ruth Conley

Name: Ruth Conley

Title: CEO

Date: 4/23/25

Level 3 Communications, L.L.C.

By: Sarah Poindexter

Name: Sarah Poindexter

Title: Mgr Voice Interconnection

Date: 4/23/25

PRICING ATTACHMENT

- | | |
|--|--|
| 1. Direct Interconnection Facilities: | Pursuant to NECA Tariff FCC No. 5, or such successor tariff that FRTC may be subject to. |
| 2. Subject Traffic, Transport and Termination: | Bill and Keep |

Local Number Portability Services

- | | |
|-----------------------------|--------------------|
| 3. Local Service Order: | No charge |
| 4. Service Restoration Fee: | \$ 55.00 per order |

INTERCONNECTION ATTACHMENT

1. General

- 1.1 This Interconnection Attachment sets forth specific terms and conditions for network interconnection arrangements between FRTC and LEVEL 3, for the purpose of the exchange of Subject Traffic that is originated by an End User of one Party and is terminated to an End User of the other Party physically located in the Exchange Area. Each Party is responsible for all traffic delivered under this Agreement regardless of whether the End User is served directly by a Party or is served by a Customer of a Party.
- 1.2 This Attachment describes the physical architecture for the interconnection of the Parties' facilities and equipment for the transmission and routing of Telecommunications Traffic between the respective End Users of the Parties pursuant to Section 251 (a) and (b) of the Act and the compensation for such facilities and traffic exchanged.
- 1.3 Rate Arbitrage
 - 1.3.1 Each Party agrees that it will not provision any of its services or the services of a third-party in a manner that permits the circumvention of applicable switched access charges by the other Party ("Rate Arbitrage") and/or the utilization of the physical connecting arrangements described in this Agreement to permit the delivery to the other Party of traffic not covered under this Agreement through the POI on Local Interconnection Trunks. This Rate Arbitrage includes, but is not limited to, Customers, third-party carriers, traffic aggregators, and resellers.
 - 1.3.2 If any Rate Arbitrage and/or delivery of traffic not covered under this Agreement through the local interconnection trunks is identified and notice is provided, the Party receiving the notice and causing such Rate Arbitrage also agrees to take all reasonable steps to terminate and/or reroute any service that is permitting any of that Party's End Users or any entity to conduct Rate Arbitrage or that permits the End User or any entity to utilize the POI for the delivery or receipt of such excluded traffic through the local interconnection trunks. Notwithstanding the foregoing, if any Party is found to be in violation of this Section, until such time as the Rate Arbitrage or incorrect routing of traffic is resolved, that Party shall pay the terminating switched access rate provided in the other Party's approved state access tariff to the other Party for traffic subject to Rate Arbitrage or that is incorrectly routed.
 - 1.3.3 If either Party suspects Rate Arbitrage from the other Party, the Party suspecting arbitrage ("Initiating Party") shall have the right to audit the other Party's records to ensure that no Rate Arbitrage and/or the delivery of

traffic not covered under this Agreement is taking place. Both Parties shall cooperate in providing records required to conduct such audits. LEVEL 3 is fully responsible for all traffic delivered and if requested to provide documentation shall not refuse to do so due to the nature of the traffic delivered, be it third party, Customer, or its own direct End User traffic. The Initiating Party shall have the right to conduct additional audit(s) if the preceding audit disclosed such Rate Arbitrage provided, however, that neither Party shall request an audit more frequently than is commercially reasonable twice annually.

- 1.4 Each Party (“Providing Party”) shall provide to the other Party, in accordance with this Agreement and Applicable Law, interconnection with the Providing Party’s network for the transmission and routing of Subject Traffic.

2. Methods of Interconnection; Points of Interconnection (POI) and Trunk Types

2.1 Point(s) of Interconnection (“POI”).

- 2.1.1 Parties shall provide interconnection of their networks at any technically feasible point on the FRTC network as specified in this Agreement or as otherwise agreed to in writing by the Parties. Parties agree that each Party is financially and operationally responsible for facilities on its side of the POI. Each Party is responsible for delivering its originating traffic to the POI for delivery to the terminating Party.
- 2.1.2 Parties agree that the POI will be located at any of the following locations.
 - a) A FRTC tandem or end office switch;
 - b) Any other location agreed to by the Parties at which FRTC has facilities available for such interconnection.
- 2.1.3 LEVEL 3 may lease facilities from FRTC, lease facilities from a third-party or self-provision facilities to reach the POI(s).

2.2 Trunk Types.

In interconnecting their networks pursuant to this Attachment, the Parties’ will use, as appropriate, the following separate and distinct trunk groups:

- a) Local Interconnection Trunks for the transmission and routing of Subject Traffic between their respective Telephone Exchange Service Customers, all in accordance with Section 5.1 of this Attachment;
- b) Miscellaneous Trunk Groups for the exchange of default routed traffic or other traffic as mutually agreed to by the Parties.

2.3 Interconnection Trunks

The Parties agree to provision Local Interconnection Trunks on a two way basis. If requested by either Party, prior to provisioning any Local Interconnection Trunks, the Parties may meet (telephonically) to conduct a joint planning meeting (“Joint Planning Meeting”). At that Joint Planning Meeting, each Party shall provide to the other Party originating CCS (Hundred Call Second) information, and the Parties shall mutually agree on the appropriate initial number of Local Interconnection Trunks and the interface specifications at the Point of Interconnection (“POI”).

2.3.1 Local Interconnection Trunks shall have SS7 Common Channel Signaling. The Parties agree to utilize industry standard guidelines.

2.3.2 With respect to Local Interconnection Trunks, both Parties shall engineer to P.01 grade of service.

2.3.3 LEVEL 3 shall determine and provision the number of Local Interconnection Trunks that are required to meet the applicable design blocking objective for all traffic carried on each Local Interconnection Trunk group. LEVEL 3 shall provision Local Interconnection Trunks by submitting ASRs to FRTC setting forth the number of Local Interconnection Trunks to be installed and the requested installation dates within FRTC’s effective standard intervals or negotiated intervals, as appropriate. LEVEL 3 shall complete ASRs in accordance with Ordering and Billing Forum Guidelines as in effect from time to time.

2.3.4 LEVEL 3 is solely responsible for the ordering of adequate Local Interconnection Trunks to carry traffic under this agreement, provided however that FRTC shall provision Local Interconnection Trunks ordered by LEVEL 3 within FRTC’s standard provisioning intervals for similarly situated carriers.

2.3.5 Each Party will bear all recurring and non-recurring charges associated with Local Interconnection Trunk groups on its side of the POI established pursuant to this Agreement. Neither Party shall have any obligation to bear any charges, expenses or other costs assessed in connection with transporting, transiting or switching traffic on the other Party’s side of the POI.

3. **Alternative Interconnection Arrangements**

In addition to the foregoing Methods of Interconnection, as described in Section 2 above, the Parties may mutually agree to establish alternative methods of interconnection.

4. Transmission and Routing of Subject Traffic

4.1 Scope of Traffic.

This Section prescribes parameters for Local Interconnection Trunks used for Interconnection.

4.2 Trunk Group Connections and Ordering.

4.2.1 Both Parties shall use a DS-1 interface at the POI unless otherwise agreed to by the Parties. Upon mutual agreement the Parties may use other types of interfaces, such as DS-3 or STS-1, at the POI, where technically feasible and available. When Local Interconnection Trunks are provisioned using a DS-3 interface facility, LEVEL 3 shall order the multiplexed DS-3 facilities to the FRTC Central Office that is designated in the NECA 4 Tariff as tandem location, unless otherwise agreed to in writing by FRTC.

4.2.2 LEVEL 3 will identify its Carrier Identification Code, a three or four digit numeric code obtained from Telcordia, to FRTC when ordering a trunk group.

4.2.3 Unless mutually agreed to by both Parties, each Party will out pulse ten (10) digits to the other Party.

4.2.4 Each Party will use commercially reasonable efforts to monitor trunk groups under its control and to augment those groups using generally accepted trunk-engineering standards so as to not exceed blocking objectives.

4.2.5 Grades of Service. The Parties shall initially engineer and shall monitor and augment all trunk groups consistent with the Joint Process as set forth in Section 7.

5. Trunk Groups and Compensation for Exchange of Traffic

5.1 Local Trunk Group for the Exchange of Subject Traffic

5.1.1 Parties agree that Local Trunk groups described herein will carry only Subject Traffic.

5.1.2 Parties expressly agree that traffic not provided in 5.1.1 is not permitted to be carried on Local Trunk Group(s).

5.1.3 In the event the terminating Party believes that traffic terminated to it via a Local Trunk Group(s) contains non-Subject Traffic ("Misrouted Traffic"), with the exception of Nomadic Traffic as defined in Section 5.4.2 below, then the terminating Party will notify the originating Party of the contaminated group(s) and provide results of its analysis in a written notice.

The originating Party will have twenty (20) days from receipt of such notice to reroute the Misrouted Traffic to an access trunk to maintain treatment of traffic on the Local Trunk Group(s) as local.

- 5.1.4 Should the originating Party in Section 5.1.3 above fail to correct the traffic contamination within twenty (20) days pursuant to Section 5.1.3 above, Parties will treat that portion of Misrouted Traffic terminated over the Local Trunk Group(s) as Interexchange Access and will bill – and the originating Party will pay – at rates contained in its interstate and intrastate access tariffs regardless of the technology used for the delivery of such traffic. LEVEL 3In addition to the foregoing and notwithstanding the Dispute Resolution provisions of Section 4 of the General Terms & Conditions, a Party may also immediately pursue any other pursue remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.
- 5.1.5 Upon written notice from the originating Party that such contamination has been corrected, the terminating Party will have twenty (20) days to provide a written response to the correction notice. Should terminating Party not respond to the correction notice within twenty (20) days, originating Party may seek Dispute Resolution.
- 5.1.6 Nothing herein shall prevent either Party from seeking Dispute Resolution pursuant to Section 4 of the General Terms and Conditions of this Agreement.

5.2 Calling Party Number

- 5.2.1 For billing purposes, each Party shall pass accurate Calling Party Number (“CPN”) information on at least ninety-five percent (95%) of calls carried over the Trunks established pursuant to this Agreement.
- 5.2.2 If the originating Party passes accurate CPN on ninety-five percent (95%) or more of its calls, the receiving Party shall use the traffic carrying CPN to bill the originating Party for traffic applicable to each relevant minute of traffic, as provided in the Pricing Attachment and applicable Tariffs, for which CPN is passed. For any remaining (up to 5%) calls without CPN information, the receiving Party shall bill the originating Party for such traffic at applicable compensation rates for each relevant minute of traffic, as provided in Pricing Attachment and applicable Tariffs, in direct proportion to the minutes of use of calls passed with CPN information.
- 5.2.3 Where accurate CPN is not available on a trunk group for greater than five percent (5%) of the traffic, the Party receiving the traffic will bill, and the Party delivering such traffic shall pay, for each relevant minute of use that fails to carry CPN receiving Party’s tariffed terminating intrastate access

rate.

- 5.3 Compensation. The Parties shall reciprocally compensate each other for the transport and termination of Subject Traffic delivered to the terminating Party in accordance at the rates stated in the Pricing Attachment. These rates are to be applied from the POI for termination onto either Party's network. Except as expressly specified in this Agreement, no additional charges shall apply for the termination from the POI to the End User of Subject Traffic delivered to the POI. Level 3 may purchase transport from FRTC to the POI at rates contained in the Pricing Attachment.
- 5.4 Transport and termination of the following types of traffic shall not be subject to the reciprocal compensation arrangements set forth in Section 5.3 above, but instead shall be treated as described or referenced below:
- 5.4.1 Non-Subject Traffic will be treated as access and compensated pursuant to Section 1.4 of the Agreement.
- 5.4.2 The Parties recognize that due to the availability and portability of IP-based CPE, some of the traffic sent between the Parties for termination may be Nomadic Traffic. Nomadic Traffic is traffic originating from a device at a location other than at the End User's service location. The Parties understand and agree that some small amount of Nomadic Traffic is likely to be exchanged and wish to ensure that both Parties are properly compensated for such traffic. As a result, the Parties will initially assume that 2% of Local Traffic exchanged is Nomadic Traffic and ILEC may bill its applicable interstate switched access rate for 2% of the Local Traffic sent by CLEC for termination. If either Party reasonably believes that the Nomadic Traffic exceeds this 2%, then the Parties can conduct an audit or work together to come to a mutually agreeable solution to reflect a more accurate percentage or to verify that the other Party is not provisioning any of its services to intentionally circumvent applicable switched access service charges. FX Traffic is Non-Subject Traffic under this Agreement. Parties agree to work cooperatively to identify and determine what percentage of traffic exchanged between the Parties is Non-Subject FX traffic. As long as the percentage of FX Traffic is de minimis when compared to Subject Traffic (i.e., the amount of FX traffic is less than 10% of total Subject Traffic exchanged), Parties will allow such traffic to be exchanged over Local Interconnection Trunks provided however such traffic will be billed as applicable originating or terminating access rates.
- 5.4.3 Special access, private line, or any other traffic that is not switched by the terminating Party, excluding Transit Traffic, shall not be subject to this Agreement.

6. Number Resources and Rate Centers

- 6.1 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 Central Office Codes ("NXX") pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Centers corresponding to such NXX codes.
- 6.2 Except as otherwise provided herein, the Parties agree that Central Office ("CO") codes/blocks allocated to either Party are to be utilized to provide service to an End User's premises physically located in the same rate center that the CO codes/blocks are assigned. Foreign Exchange (FX) service traffic is non-Subject Traffic under this Agreement.
- 6.3 It shall be the responsibility of each Party to program and update its own switches and network systems.
- 6.4 Local Routing Numbers (LRNs)
 - 1 Level 3 will notify FRTC of LRNs that are to be carried over Level 3's interconnection trunks including the removal of any LRNs previously carried.
 - 2 Upon such notice(s), FRTC will make the appropriate network revisions.
 - 3 At such time that FRTC has independent access to the establishment of routing information, FRTC shall notify Level 3 and Level 3 will cease to provide such notice(s).
- 6.5 For purposes of intercarrier compensation during the term of this Agreement, LEVEL 3 shall adopt the Rate Center Area that the Commission has approved for FRTC within the LATA and Tandem serving area, in all areas where FRTC and LEVEL 3 service areas overlap.
- 6.6 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended, and nothing in this Agreement shall be construed, to in any way constrain LEVEL 3's choices regarding the size of the local calling area(s) that LEVEL 3 may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to FRTC's local calling areas.

7. Joint Network Deployment and Maintenance Activities

7.1 Joint Network Implementation and Grooming Process.

Upon request of either Party, the Parties shall jointly develop an implementation and grooming process (the "Joint Grooming Process" or "Joint Process") that may define and detail, inter alia, the following:

- i. standards to ensure that Local Interconnection Trunks experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within FRTC's network and in accordance with all appropriate relevant industry-accepted quality, reliability and availability standards. Except as otherwise stated in this Agreement, trunks provided by either Party for Interconnection services will be engineered using a design-blocking objective of B.01;
- ii. the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;
- iii. disaster recovery provision escalations; and
- iv. such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.

7.2 Installation, Maintenance, Testing and Repair

Unless otherwise agreed in writing by the Parties, to the extent required by Applicable Law, Interconnection provided by a Party shall be equal in quality to that provided by such Party to itself, any subsidiary, affiliates or third party. If either Party is unable to fulfill its obligations under this Section 7.2, it shall notify the other Party of its inability to do so and will negotiate alternative intervals in good faith. The Parties agree that to the extent required by Applicable Law, the standards to be used by a Party for isolating and clearing any disconnections and/or other outages or troubles shall be at parity with standards used by such Party with respect to itself, any subsidiary, affiliate or third party.