

**INTERCONNECTION AGREEMENT**

**By and Between**

**Level 3 Communications, LLC**

**And**

**Skyline Telecom Inc.**

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**INTERCONNECTION AND RECIPROCAL COMPENSATION  
AGREEMENT BETWEEN  
COMPANY  
AND  
LEVEL 3 COMMUNICATIONS, LLC**

THIS INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT (the "Agreement") is made by and between Skyline Telecom Inc. ("Company"), an Incumbent Local Exchange Carrier operating in the State of Washington, (the "State"), and Level 3 Communications, L.L.C., with a place of business of 1025 Eldorado Boulevard, Broomfield, CO 80021, a Competitive Local Exchange Carrier, on behalf of itself and its operating affiliates in the State ("Level 3"), and shall be deemed effective upon approval by the state regulatory agency ("Effective Date"). This Agreement may refer to either Company 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. Company 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 and to replace any and all other prior interconnection agreements, both written and oral.
- D. This Agreement establishes the methodology for the exchange of and compensation for Local Traffic (as defined herein) destined to TNs associated with LRNs/ OCNs of either Level 3 or Company and exchanged indirectly via a third-Party network or directly via direct interconnection trunks.

**2. DEFINITIONS**

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

- A. “Act” – The Communications Act of 1934 (47 U.S.C. § 151 *et. seq.*) as amended, including without limitation by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the Federal Communications Commission (the “FCC”).
- B. “Affiliate” – a person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party. For purposes of this definition, the term “own” means to have an equity interest (or the equivalent thereof) of equal to or more than 10 percent.
- C. “Carrier Partner” - a Certified Local Exchange Carrier (LEVEL 3) that provides the facilities and trunking that an Interconnected VoIP Provider needs in order to exchange traffic with Company and demonstrates facilities readiness as described in the VoIP Numbering Order.
- D. “Interconnected VoIP Provider” (“IVP”) - is an entity that provides interconnected VoIP service, as that term is defined in 47 CFR §9.3 and that obtains numbering resources as described in the VoIP Numbering Order.
- 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” – telecommunications traffic that 1) terminates on the other Party’s network, 2) is either transited over the network of a third party or is terminated directly between the Parties, and 3) at the beginning of the call originates and terminates within the same local calling area. Local traffic shall also include Local VoIP traffic.
- G. “Local VoIP Traffic” means VoIP-PSTN Traffic that originates and terminates within the geographic boundaries of the Local Calling Area as such Local Calling Area is determined by the applicable state commission. For rating purposes, Local VoIP traffic will be determined based upon a comparison of the called from and called to numbers.
- H. “Traffic” means Local Traffic and Local VoIP Traffic.
- I. “VoIP-PSTN Traffic” means traffic which is exchanged between Party’s customer and a customer of the other Party in Time Division Multiplexing (“TDM”) format that originates and/or terminates in Internet Protocol (“IP”) format, as determined in Docket No. 01-92, In the Matter of Developing a Unified Intercarrier Compensation Regime, effective December 29, 2011 (“FCC Order” or “Order”), and terminates to a Party’s customer.

### 3. TERM OF THE AGREEMENT

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

#### 4. COMPENSATION

As of the Effective Date of this Agreement, the Parties agree to treat Traffic as bill and keep. For avoidance of doubt, 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 but taking into consideration ported numbers.

#### 5. IVP INTERCONNECTION

- A. LEVEL 3 is providing services to IVP in which it will be IVP's Carrier Partner, as that term is used and defined by the FCC, and it wishes to order interconnection services from Company in order to provide such services.
- B. Company and LEVEL 3 will interconnect, exchange traffic and maintain compensation for traffic originated by or destined to an IVP as if it were traffic to or from LEVEL 3's end users as provided for in the Agreement. The Parties agree that such traffic may be intermingled with other LEVEL 3 traffic under this Agreement. Level 3 accepts responsibility and liability for such IVP traffic.
- C. ILEC and LEVEL 3 shall exchange such IVP traffic originating from and destined for LEVEL 3's end office(s) as defined in the LERG, using IVP's OCN, and LEVEL 3 shall be responsible, including financially, for any such traffic.
- D. IVPs will directly obtain NXX codes and/or thousands number blocks consistent with current FCC rules. The Parties understand and agree that IVPs LRN will be associated with its Carrier Partner, LEVEL 3 for all traffic under this Agreement.
- E. LEVEL 3 will pass unaltered signaling information for the IVP's traffic per 47 C.F.R. § 64.1601 and applicable industry standards.
- F. LEVEL 3 shall be responsible for providing 911 services to its IVP(s).
- G. These terms do not otherwise modify or supersede any terms or conditions of the Agreement.

#### 6. METHODS OF INTERCONNECTION

- A. **Indirect Connection.** The Parties may interconnect their networks indirectly. Indirect Interconnection will be accomplished by Level 3 establishing trunks from its central office switch to the third party local tandem switch that is used by Company for existing EAS, and over which trunks Level 3 shall route only Traffic.
- B. **Direct Connection.** If either Party sends to the other party for termination 200,000 or more minutes of use per month, for two (2) of three consecutive months, regardless of the carrier of origin, then that Party will establish direct interconnection trunks to the

other Party. If following the Effective Date a third party seeks to impose charges not previously charged for Traffic routed between the Parties via its Local Tandem Switch over EAS facilities, then either Party may request direct interconnection and if so requested direct interconnection shall be established as reasonably quickly as possible.

- C. If the Parties interconnect via direct trunks between their networks, there shall be a minimum of one (1) point of interconnection which will be located at any technically feasible point on Company's network. Direct interconnection facilities shall be two-way facilities unless otherwise agreed to by the Parties. Each Party shall provide the two-way interconnection facility(ies) on its side of the POI
- E. Each Party is financially responsible for traffic from its customers to the POI, or to a third party tandem for which both Parties have a financial arrangement, in which the customer is served by Company.
- F. When Level 3 uses a third party's tandem and/or transit service to send traffic to Company, Company may use measurements provided by the third party to determine Level 3's traffic volume.
- G. A Party establishing one-way, direct interconnection facilities shall pay the entire non-recurring and recurring costs of those facilities to the point of interconnection on the other Party's network.
- H. Nothing in this Agreement shall be construed to confer upon Level 3 the right to install, or have installed, any of its facilities or equipment on any of the premises of Company or to enter upon or into any such Company premises including, but not limited to, any of Company's pedestals, cabinets or terminal housings.

## 7. BILLING

### Charges and Payment

- A. Level 3 shall pay undisputed billing elements for an invoice 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:

COMPANY

**For Paper Invoices (not sent on CD)**

CenturyLink Communications

CLK01 – CenturyLink  
CLK01 Media Processing CenturyLink  
PO Box 15700  
Phoenix, AZ 85060  
Or VIA EMAIL at:  
[centurylink.invoices@synchronoss.com](mailto:centurylink.invoices@synchronoss.com)

**For CDs, FedEx, UPS or Overnight Packages**

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

Any electronically submitted E-paper or mechanized invoices should be directed to [centurylink.invoices@synchronoss.com](mailto:centurylink.invoices@synchronoss.com)

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

- B. CenturyLink prefers to receive billing information in an electronic media format such as BOSCABS, CABS, SECABS. If Company is able to send paper invoices and has the ability to supply invoices in EDI format, please send Level 3 an email at [ndm\\_ftp\\_setup@synchronoss.com](mailto:ndm_ftp_setup@synchronoss.com) and CenturyLink will contact Company in order to setup electronic invoice transmission protocol.** 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. If a previous interconnection agreement exists between the Parties, then 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.
- C. Due to the advancement of IP technology and applications available, services have become more mobile. Because of this, the Parties agree that Traffic originating from or terminating to an Internet protocol (IP) device other than at the End User's service location 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 can conduct audits or take other commercially reasonable steps to verify that the other Party is not provisioning any of its services to intentionally circumvent applicable Switched Access Service charges.



- D. The Billing Party will send monthly invoices to the billed Party within ten (10) calendar days from the date of the invoice. 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.

#### 8. SS7

- A. Company and Level 3 will provide and implement all defined and industry supported SS7 mandatory parameters as well as procedures in accordance with ANSI standards to support SS7 signaling for call setup for the interconnection trunks.
- B. Either Party may choose to select a signaling vendor for purposes of providing signaling.

#### 9. 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. Each Party will provide written notice to the other Party of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.
  - (1) Each Party shall provide to the other's surveillance management center a twenty-four (24)-hour contact number for network traffic management issues. A fax number and email address must also be provided to facilitate event notifications for planned mass calling events.
  - (2) Each Party has the duty to alert the other to any network events that can result or have resulted in material service interruption, blocked calls, or negative changes in network performance.
- B. Neither Party will charge 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 Common Channel Signaling (CCS) information to one another for all exchanged traffic. All CCS signaling parameters will be provided. All privacy indicators will be honored, and the Parties agree to cooperate on the exchange of messages to facilitate full interoperability of CCS-based features between the respective networks.
- D. The Parties will provide each other with the proper call information, including all proper translations for routing between networks and any information necessary for billing.
- E. Company will process Level 3 maintenance requests at no less than parity with the manner in which Company processes its own maintenance requests or maintenance requests of its affiliates.
- F. Parties shall provide prior notification of any scheduled maintenance activity performed by the Parties that may be service affecting to the other Party.
- G. In the case of direct interconnection, each Party is responsible for the transport of originating calls from its network to the relevant, mutually agreed upon point of interconnection which is located at any technically feasible point on Company's network, and each Party will ensure that its facilities are compatible with the mutually agreed upon transmission and facility specifications.

## **10. LOCAL NUMBER PORTABILITY**

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

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

- A. 911 Arrangements are arrangements for routing 911 calls from a Party's customers to the appropriate Public Safety Answering Point ("PSAP"), passing certain customer information for display at the PSAP answering station based on the class of 911 service (Basic 911 or E911) deployed in the area.

- B. As of the Effective Date of this Agreement, Company is not the 911 service provider serving the PSAP. In the event that Company becomes the 911 service provider for any exchange where Level 3 is providing service under this Agreement, Company will provide Level 3 advance notice and the Parties agree to negotiate terms to amend this Agreement for the provision of 911 Arrangements by Company to Level 3.

## **12. DIRECTORY LISTINGS SERVICE**

Level 3 will work directly with a third-party vendor in order to make its Directory Listing available to any and all publishers.

## **13. FRAUD**

The Parties agree to work cooperatively with each other and with Law Enforcement to resolve any claims of fraud in relation to services provided over their networks.

## **14. 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.
- C. 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. 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) exceed twenty thousand dollars (\$20,000). 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.

## **15. 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.

## 16. TAXES

- A. Excluding taxes based on the selling Party's net income, the purchasing Party is responsible for all taxes and fees arising in any jurisdiction imposed on or incident to the provision, sale or use of service, including but not limited to value added, consumption, sales, use, gross receipts, withholding, excise, access, bypass, ad valorem, franchise or other taxes, fees, duties or surcharges (including regulatory and 911 surcharges), whether imposed on either Party or its affiliate, along with similar charges stated in an invoice (collectively "Taxes and Fees"). Some Taxes and Fees, and costs of administering the same, are recovered through imposition of a percentage surcharge(s) on the invoice. If either Party is required by law to make any deduction or withholding of withholding Taxes from any payment due hereunder to the other Party, then, notwithstanding anything to the contrary contained in this Agreement, the gross amount payable by the purchasing Party shall be increased so that, after any such deduction or withholding for such withholding Taxes, the net amount received by the

selling Party will not be less than the selling Party would have received had no such deduction or withholding been required. Purchasing Party may present selling Party with an exemption certificate eliminating selling Party's liability to pay certain Taxes and Fees; certificates will give effect thereto prospectively.

- B. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be exempt from taxes, the purchasing Party shall furnish the providing Party a proper resale or other tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale or other tax exemption. Failure to provide the tax exemption certificate will result in no exemption being available to the purchasing Party until it is provided. Some Taxes and fees, and costs of administering the same, are recovered through imposition of a percentage surcharge(s) on the charges for Service by Level 3.

## **17. 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.

## **18. 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.

## **19. 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, including this Agreement, 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.

## 20. RURAL TELEPHONE COMPANY

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

## 21. MISCELLANEOUS

### A. COMPLIANCE WITH LAW

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.

### 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, 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

A Party may not assign this Agreement other than to an Affiliate without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. A Party may, however, assign this Agreement, or any portion thereof, without prior written consent to any entity which controls, is controlled by or is under common control with the assigning Party by providing written notice. Any such assignment shall not, in any way, affect or limit the rights and obligations of the Parties, under the terms of this Agreement. Request for written consent must be given at least sixty (60) days in advance of the proposed assignment.

G. SEVERABILITY

In the event that any provision of this Agreement shall be held invalid, illegal, or unenforceable, it shall be severed from the Agreement and the remainder of this Agreement shall remain valid and enforceable and shall continue in full force and effect; provided however, that if any severed provisions of this Agreement are essential to any Party's ability to continue to perform its material obligations hereunder, the Parties shall immediately begin negotiations of new provisions to replace the severed provisions.

H. AUTHORITY

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

I. SURVIVAL

Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, confidential information, limitations of liability and any other provisions of this Agreement which, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, shall survive cancellation or termination thereof.

J. GOVERNING LAW

This Agreement shall be governed by and construed and enforced in accordance with the laws of the state in which state commission approval is obtained, the Act and other applicable federal law.

K. FILING OF AGREEMENT

Upon execution, Company shall file this Agreement with the Washington Utilities and Transportation Commission pursuant to the requirements of Section 252 of the Act.

L. NOTICES

Notices given by one Party to the other Party under this Agreement shall be in writing and shall be: (i) delivered by express courier or delivery service; (ii) mailed, certified mail, return receipt requested to the following addresses of the Parties:

**Skyline Telecom Company**

Attn: DeeDee Kluser  
P.O. Box 609,  
Mt. Vernon Oregon 97865

**Level 3 Communications, LLC**

Attn: Gary Black  
VP – Carrier Relations  
1025 Eldorado Blvd  
Broomfield, CO 80021

With a copy to:

Richard A Finnigan,  
2112 Black Lake Blvd. SW, Olympia,  
WA 98512

With a copy to:

**Level 3 Communications, LLC**

Attn: Scott Seab  
Assoc. General Counsel-Regulatory  
1025 Eldorado Blvd  
Location COL00-23-423  
Broomfield, Colorado 80121  
Email 1. [Scott.Seab@CenturyLink.com](mailto:Scott.Seab@CenturyLink.com)  
Email 2. [Legal.Interconnection@CenturyLink.com](mailto:Legal.Interconnection@CenturyLink.com)

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of: (i) the date of actual receipt; (ii) the next business day when notice is sent via express mail or personal delivery; or (iii) three (3) days after mailing in the case of certified U.S. mail.

M. 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.



N. 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 either Party from providing services to or obtaining services from other carriers.

O. 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.


P. CONFLICT WITH TARIFFS

In the event of any conflict between the language of this Agreement and the language of an applicable tariff, this Agreement shall control. If a Party orders services not addressed in the ICA, then the applicable State or Federal tariff pricing then in effect shall apply.

This Agreement is executed as dated below.

**Skyline Telecom Company**

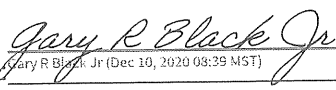
**Level 3 Communications, LLC**

  
Delinda Kluser (Dec 10, 2020 12:37 PST)  
By: \_\_\_\_\_

Delinda Kluser  
Print Name

Vice-Pres, Manager  
Title

Dec 10, 2020  
Date

  
Gary R Black Jr (Dec 10, 2020 03:29 MST)  
By: \_\_\_\_\_

Gary Black  
Print Name

VP – Carrier Relations  
Title

Dec 10, 2020  
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.

### Facilities Charge

Per \* Washington Exchange Carrier Association tariff WN U-2\*  
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### Transport and Termination Charge

Local Traffic Transport and Termination

Bill and Keep

### Service Order Charge

Local Service Request (LSR) Order Charge

15.00