

**AGREEMENT FOR LOCAL INTERCONNECTION
AND LOCAL TRAFFIC EXCHANGE**

BY AND BETWEEN

LEVEL 3 COMMUNICATIONS, LLC

AND

MASHELL TELECOM, INC. D/B/A RAINIER CONNECT

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ATTACHMENT 133

This Agreement for Local Interconnection and Local Traffic Exchange (“Agreement”) is entered into as of the 10 day of FEBRUARY 2022, by and between Mashell Telecom, Inc. d/b/a Rainier Connect (“ILEC”), a Washington corporation with offices at 104 Washington Ave. N., Eatonville, WA 98328, and Level 3 Communications, LLC (“Level 3”), with offices at 1025 Eldorado Boulevard, Broomfield, CO 80021. ILEC and Level 3 may also be referred to herein singularly as a “Party” or collectively as the “Parties.”

WHEREAS, ILEC is an Incumbent Local Exchange Carrier, as defined in Section 251(h) of the Communications Act of 1934 (as amended) (47 U.S.C. § 251(h)), authorized to provide Telecommunications Services in the State of Washington and

WHEREAS, Level 3 is a Competitive Local Exchange Carrier authorized to provide Telecommunications Services in the State of Washington; and

WHEREAS, the Parties agree to interconnect their facilities and exchange telecommunications traffic specifically as defined herein.

NOW THEREFORE, in consideration of the mutual agreements contained herein, ILEC and Level 3 agree as follows:

BACKGROUND

The Parties are entering into this Agreement to provide for certain interconnection (as hereinafter specified) between their respective networks, to provide for the exchange of Traffic (as hereinafter defined) between those networks, and to address the provision of certain other services between them.

The Parties are entering into this Agreement under Sections 251(a) and (b) and 252(a) of the Communications Act of 1934, as amended, 47 U.S.C. §§ 151 *et seq.* (the “Act”). Neither the entry into this Agreement, nor anything contained within this Agreement, shall constitute, or be deemed to constitute, a waiver by ILEC or modification in any respect of ILEC’s “rural exemption” pursuant to Section 251(f)(1) of the Act or of any right conferred upon ILEC by Section 251(f)(2) of the Act. Nothing contained in this Agreement shall constitute an agreement by ILEC that it is subject to Section 251(c) of the Act or to be bound by any of the terms or provisions of Section 251(c) of the Act. ILEC is a rural telephone company, as defined in 47 U.S.C. § 153(37) and Level 3 is a telecommunications carrier, as defined in 47 U.S.C. § 153(44).

In consideration of the mutual obligations and promises set forth below, the Parties, in addition to agreeing to the foregoing, agree to the following terms and conditions:

AGREEMENT

1 Term of Agreement

- 1.1. This Agreement is effective upon approval by the Washington Utilities and Transportation Commission and shall have an initial term of two (2) years. Unless renegotiated or terminated pursuant to this Section 1, this Agreement shall automatically renew for successive periods of one (1) year each.
- 1.2. The Parties agree that no earlier than one hundred eighty (180) days and no later than one hundred twenty (120) days prior to the expiration of this Agreement, either Party will have the right to request the negotiation of a subsequent Agreement. Such requests for renegotiation must be in the form of a written notice to the other Party (“Renegotiation Request”). If a Party requests the negotiation of a subsequent agreement and the Parties are unable to negotiate a subsequent agreement within one hundred thirty-five (135) days after receipt of the Renegotiation Request, either Party may petition the Commission to establish appropriate terms, conditions and prices for the subsequent agreement pursuant to Section 252 of the Act (47 U.S.C. § 252). During the pendency of any proceedings initiated by a Party under Section 252 of the Act and until the Commission issues its decision approving the subsequent agreement resulting from such proceedings, the Parties will continue to provide services to each other pursuant to this Agreement.
- 1.3. If upon expiration or termination of this Agreement, the Parties are negotiating a successor agreement, during such negotiation period each Party shall continue to perform its obligations and provide the services described herein under this Agreement until such time as the successor agreement becomes effective. The Parties expressly agree that the rates, terms, and conditions of the successor agreement shall be retroactive back to the date of termination of this Agreement or such other time period as the Parties may agree, such that all payments made from the date of termination of this Agreement to the effective date of the successor agreement shall be trued-up to comply with the rates, terms and conditions of the successor Agreement.

- 1.4 Either Party may seek to terminate this Agreement by providing written notice to the other Party at least sixty (60) days, but no more than ninety (90) days, prior to expiration of the initial term or any succeeding term of this Agreement. If a Party sends a timely notice to terminate and the other Party replies with a timely notice for renegotiation under Section 1.2.2, this Agreement shall continue in full force and effect until such renegotiated Agreement is effective through negotiation, or, if Section 252(a)(2) or (b) of the Act is applicable, through mediation or arbitration under Section 252(a)(2) or (b) of the Act.
- 1.5 Notwithstanding the provisions of Section 13.6, and in addition to any other default provisions contained therein, either Party may terminate this Agreement, in whole or in part, in the event of a default by the other Party; provided, however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default within sixty (60) calendar days after its receipt of such written notice thereof. As used in this Section 1.4, "default" means any one or more of the following:
- (a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against a Party; or
 - (b) A Party's authority to serve as a telecommunications carrier or any other operating authority that it may need to operate under the terms of this Agreement has been removed or revoked by the Commission or other governmental authority, as evidenced by a final order from Commission or such other governmental authority; or
 - (c) Any material breach or material violation of any term or provision of this Agreement that remains unresolved pursuant to Section 12.1 upon expiration of the sixty (60) day dispute resolution period contemplated by Section 12.2.
- 1.6 Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination 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.

2 Scope

- 2.1. This Agreement applies to the Interconnection of the respective networks of the Parties for the purposes of exchanging certain Telecommunications Traffic and Information Services Traffic and transporting and terminating the Traffic so exchanged. This Agreement applies solely to Telecommunications Traffic and Information Services Traffic that both originates and terminates within the ILEC's exchanges or originates and terminates within the applicable local calling area.

The Traffic exchanged between the Parties pursuant to this Agreement may be used by either Party to provide retail services or wholesale services, including, but not limited to, voice over internet protocol ("VoIP") services; provided, however, that nothing contained in this Agreement shall be construed to require ILEC to deploy VoIP capabilities, or to accept Traffic from, or to deliver Traffic to, Level 3 in VoIP format. The Traffic Level 3 delivers to ILEC shall be treated under this Agreement as Level 3 Traffic, all billing associated with that Traffic shall be in the name of Level 3, and any and all amounts due ILEC with respect thereto arising under this Agreement shall be paid for by Level 3, all subject to the terms and conditions of this Agreement. The Traffic ILEC delivers to Level 3 shall be treated under this Agreement as ILEC Traffic, all billing associated with that Traffic shall be in the name of ILEC, and any and all amounts due Level 3 with respect thereto arising under this Agreement shall be paid for by ILEC, all subject to the terms and conditions of this Agreement

- 2.2. Nothing in this Agreement alters or otherwise affects in any manner the local or EAS calling areas or services offered by either Party to its End Users.
- 2.3. This Agreement is limited to the ILEC's existing exchanges and the rate centers. Nothing in this Agreement shall be construed to impose any obligation, or bestow any right, upon either Party with respect to any other ILEC exchange. If either Party hereafter desires local interconnection for any telecommunications service area(s) served by the other Party outside of the ILEC's exchanges or with respect to any rate center other than the ILEC's rate centers, the Parties agree to

negotiate in good faith such amendment(s) to this Agreement, or such new agreement(s), with respect to such desired additional local interconnection as may be mutually agreeable to the Parties. A Party desiring such additional local interconnection shall give written notice to the other Party, setting forth the first Party's request for such additional local interconnection. If the Parties are unable to reach agreement under this Section 2.4 with respect to such additional local interconnection as shall have been specified in said written notice within sixty (60) days after delivery of such written notice to the non-requesting Party, either Party may petition the Commission for resolution of any unresolved issue(s) pertaining to such additional local interconnection.

3 Definitions

- 3.1. The following definitions shall apply to all provisions of this Agreement. Additional definitions that are specific to the matters covered in a particular Section or Sections may appear in that Section or any one or more of those Sections. Any term used in this Agreement that is not specifically defined in this Agreement but that is defined in the Act shall have the meaning ascribed to such term in the Act. If no specific definition exists in either this Agreement or the Act for a specific term used in this Agreement, then if such term is defined in Part 51 or Part 52 of the rules and regulations of the Federal Communications Commission ("FCC"), such definition shall apply to the extent applicable and unless the context clearly requires otherwise. In the absence of any applicable definition in this Agreement, or in the Act or in Part 51 or Part 52, as applicable, of the FCC's rules, normal usage in the telecommunications industry shall apply.
- 3.2. Act means the Communications Act of 1934 (47 U.S.C. Section 151 et seq.), as amended, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.
- 3.3. Affiliate means a corporation or other entity controlling, controlled by, or under common control with the Party of which it is an affiliate.
- 3.4. Bill and Keep means that neither of the two interconnecting carriers charges the other for the transport and termination of Telecommunications Traffic or Information Services Traffic

originated by the other Party or the Party's End User and delivered by one Party to the other Party under, and in accordance with, this Agreement.

- 3.5. Commercial Mobile Radio Service ("CMRS") is as defined in 47 C.F.R. § 51.5.
- 3.6. Commission means the Washington Utilities and Transportation Commission.
- 3.7. EAS Traffic means two-way Traffic that (i) falls within the definition of "EAS" as set forth in applicable tariffs of the ILEC and applicable regulatory rules and orders, (ii) that is exchanged between the Parties in accordance with this Agreement and (iii) that satisfies the definition of EAS set forth in Section 3.9 below.
- 3.8. End User means the residential, business or wholesale customer subscriber or other ultimate user of services provided by either of the Parties and whose telephone number is assigned to the ILEC's rate centers.
- 3.9. Extended Area Service ("EAS") means a service arrangement whereby End Users of either Level 3 or ILEC in a specific local service exchange area of ILEC are provided the ability to place and receive interexchange calls to End Users in another local service exchange area on the basis of terms, conditions and charges that are applicable to local service as approved by the Commission.
- 3.10. Information Services shall have the meaning of "information service," as defined in 47 U.S.C. § 153(24).
- 3.11. Information Services Traffic means calls to an Internet Services Provider ("ISP") where the call (i) originates on the network, or the network of an interconnected VoIP provider, of one Party in the ILEC's exchanges and terminates on the network, or the network of an interconnected VoIP provider, of the other Party in the ILEC's exchanges and (ii) provides access to the Internet or Information Services furnished by the ISP to the caller.
- 3.12. Interconnection means the direct or indirect linking of the Parties' networks for the exchange of Traffic.

- 3.13 Interconnection Facility is the dedicated transport channel or channels used to connect the two Parties' respective networks solely for purposes of exchanging Traffic pursuant to this Agreement.
- 3.14 Local Traffic means Telecommunications Traffic and Information Services Traffic that originates and terminates within the local calling area as determined by the Commission.
- 3.15 Numbering Partner is the carrier from which an interconnected VoIP provider obtains numbering resources. A Numbering Partner must be authorized to receive numbers from NANPA and has responsibility to comply with the FCC numbering rules, including LNP requirements.
- 3.16 Point of Interconnection ("POI") means the physical location(s) at which the Parties' networks meet for the purpose of exchanging Traffic. Each Party shall be financially responsible for all costs on its respective side of the POI.
- 3.17. Section means a section of this Agreement unless the context clearly requires otherwise.
- 3.18 Telecommunications Carrier is as defined in 47 U.S.C. § 153(51).
- 3.19 Telecommunications Traffic is as defined in 47 C.F.R. § 51.701(b)(1), but does not include any traffic that is not subject to reciprocal compensation under 47 U.S.C. § 251(b)(5) or that is not Telecommunications as defined in 47 U.S.C. § 153(50); provided, however, that Telecommunications Traffic does not include Wireless Traffic.
- 3.20 Telecommunications Services is as defined in 47 U.S.C. 153(53).
- 3.21 Traffic means Telecommunications Traffic and Information Services Traffic, in each instance that both originates and terminates in the ILEC's exchanges and the ILEC's rate centers, and any other traffic that the Parties hereafter agree in writing shall be subject to the terms and provisions of this Agreement. Traffic shall also include traffic that originates or terminates within ILEC's applicable local calling area.

3.22 Wireless Traffic means Traffic originated by or terminated to a wireless service provider and that so originates or terminates by means of CMRS.

4 Billing and Payments

4.1 The Parties shall bill each other for all charges due under this Agreement on a monthly basis and all such charges, except those with respect to which a written dispute has been delivered as set forth in Section 4.2 below, are due and payable upon presentation of the invoice therefor and shall be delinquent if payment therefor is not received by the billing Party within forty-five (45) days after the bill date or twenty (20) days after receipt of the bill by the Party obligated to make such payment, whichever shall be later. Any undisputed amounts not paid before becoming delinquent shall accrue interest from the date such amounts became delinquent at the highest rate of interest that may be charged under applicable law, but not exceeding 1.5% per month, until the same shall be paid.

4.2 ILEC will send monthly invoices to the receiving Party within ten (10) calendar days from the date of the invoice.

4.3 Neither Party shall back bill the other Party for services provided under this Agreement that are more than two (2) years old or that predate this Agreement. If a Party fails to bill for a service within two (2) years of when it was rendered, then that Party waives its rights to bill for that service, absent fraud or willful misconduct by the billed Party.

4.4 Billed amounts for which written, itemized disputes or claims have been filed with the billing Party are not due for payment until such disputes or claims have been resolved in accordance with the Dispute Resolution provisions of this Agreement; provided, however, that all undisputed amounts shall be paid as specified in Section 4.1 above, and no credit or refund shall be due with respect to any disputed claim until the same shall have been resolved in accordance with the Dispute Resolution provisions of this Agreement. Billed amounts must be disputed within two (2) years after the receipt of a bill containing such billed amounts.

- 4.5 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.

Invoices shall be sent to:

ILEC

Mashell Telecom, Inc., d/b/a Rainier Connect
PO Box 639
Eatonville, WA 98329

Level 3 Communications, LLC:

For Paper Invoices (not sent on CD)

CLK01- CenturyLink
CLK01 Media Processing Center
PO BOX 15700
Phoenix, AZ 85060

OR VIA EMAIL at:

centurylink.invoices@synchronoss.com

For CDs, FedEx, UPS or Overnight Packages:

CLK01- CenturyLink
c/o Synchronoss
4020 E. Indian School Rd.
Phoenix, AZ 85018

All electronically submitted E-paper or mechanized invoices should be directed to centurylink.invoices@synchronoss.com. Level 3 prefers billing information in an electronic media format. If you have the ability to supply invoices in BOSCABS, CABS, SECABS or EDI format, send an email to ndm_ftp_setup@synchronoss.com to setup electronic invoice transmission protocol.

Thirty (30) days' prior written notice shall be provided for billing address changes.

5 Audits

- 5.1 Either Party may conduct an audit of the other Party's books and records pertaining to the charges for, or use of, services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing, invoicing, and use of the Services under this Agreement.
- 5.2 Any audit shall be performed as follows: (i) following at least sixty (60) days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) with each Party bearing its own cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's reasonable security rules.
- 5.3 Adjustments, credits or payments shall be made within thirty (30) days after the requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such audit and are agreed to by the Parties. Any corrective action indicated by the final audit report to be appropriate, and agreed to by the Parties, shall commence within thirty (30) days after the requesting Party's receipt of the final audit report.
- 5.4 In addition to the audit rights in Section 5.1, if either Party uses a third-party to provide any services under this Agreement, including but not limited to directory listings, such Party shall cooperate with the other Party to obtain the necessary documentation to conduct an audit related to those services.
- 5.5 If an independent auditor is to be engaged, the Parties shall select an auditor by the thirtieth (30th) day following Audited Party's receipt of a written audit notice. The auditing party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties.

6 Limitation of Liability

- 6.1 The Parties' liability with respect to matters subject to, or arising under, this Agreement shall be limited in accordance with this Section 6.

- 6.2 To the maximum extent permitted by law, the liability of either Party to the other Party for damages arising out of (i) failure to install, restore or terminate facilities, or (ii) failure(s), mistake(s), omission(s), interruption(s), delay(s), error(s), or defect(s) occurring in the course of furnishing any services, arrangements, or facilities hereunder, shall be determined in accordance with the terms of the applicable tariff(s) of the providing Party. In the event no tariff(s) apply, the providing Party's liability shall not exceed an amount equal to the pro rata monthly charge for the period during which services furnished under this Agreement were adversely affected by such failure(s), mistake(s), omission(s), interruption(s), delay(s), error(s), or defect(s). Because of the mutual nature of the exchange of Traffic arrangement between the Parties pursuant to this Agreement, the Parties acknowledge that the amount of liability incurred under this Section may be zero.
- 6.3 Neither Party shall be liable to the other Party in connection with the provision or use of services offered or furnished under this Agreement for any indirect, incidental, reliance, special or consequential damages including, but not limited to, damages for lost profits or revenues, regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation, gross negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided that the foregoing shall not limit a Party's liability with respect to its obligations to defend, indemnify and hold harmless under Section 8 or Section 21.7.
- 6.4 Except for direct harm proximately caused by and resulting from a Party's intentional action or willful misconduct, such Party shall not be liable to any End User of the other Party in connection with such first Party's provision of services to the other Party under this Agreement. In the event of a dispute with an End User involving both Parties, each Party shall assert the applicability of any limitations on liability to End Users that may be contained in its applicable tariff(s) or applicable End User contracts. Nothing contained in this Section 6.4 shall be construed to confer any right or remedy upon any End User.

7 Warranties.

- 7.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY HEREBY EXPRESSLY AND SPECIFICALLY DISCLAIMS, ANY AND ALL REPRESENTATIONS AND/OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER SUBJECT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

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.

- 7.2 Level 3 hereby represents that it is a Telecommunications Carrier with respect to the ILEC's exchanges and the ILEC's rate centers.

8 Indemnification

- 8.1 Each Party (the "Indemnifying Party") shall indemnify and hold harmless, and upon written request therefor by the other Party ("Indemnified Party"), defend such other Party from and against all losses, claims, demands, damages, expenses (including reasonable attorneys' fees), suits or other actions, or any liability whatsoever related to the subject matter of this Agreement, (i) suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, incurred during the term of this Agreement and to the extent proximately caused by the act(s) or omission(s) of the Indemnifying Party, regardless of the form of action, or (ii) suffered, made, instituted, or asserted by its own customer(s) against the other Party arising out of the other Party's provisioning of (or failure to provision) services to the Indemnifying Party under this Agreement, except to the extent caused by the gross negligence or willful misconduct

of the Indemnified Party, or (iii) arising out of libel, slander, copyright infringement, invasion of privacy, including, but not limited to, misuse, misappropriation or wrongful disclosure of Customer Proprietary Network Information (CPNI), or misappropriation of a name or likeness, or infringement of any patent, copyright or other intellectual property right of any third party by the Indemnifying Party, or (iv) arising out of any breach of any representation set forth in Section 7 of this Agreement. Notwithstanding the foregoing, nothing contained herein shall affect or limit any claims, remedies, or other actions the Indemnifying Party may have against the Indemnified Party under this Agreement, any other contract, or any applicable tariff(s), regulation or laws for the Indemnified Party's provisioning of, or failure to provision, said services. As used in this Section 8, the term "Indemnified Party" shall include not only the Party to this Agreement to which such term refers, but also each of its officers, directors, trustees, employees, attorneys, agents and representatives.

- 8.2 The Indemnified Party shall (i) notify the Indemnifying Party promptly in writing of any written claims, lawsuits, or demands, including reasonable information and/or assistance, by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section 8 and (ii) if the Indemnified Party desires defense by the Indemnifying Party, tender the defense of such claim, lawsuit or demand to the Indemnifying Party. The Indemnified Party also shall cooperate in every reasonable manner with the defense or settlement of such claim, demand, or lawsuit, including, but not limited to, advising the Indemnifying Party, upon the Indemnifying Party's request therefor, of any and all provisions in the Indemnified Party's applicable tariff, agreement or contract, if any, that limits the Indemnified Party's liability to the third-party claimant(s). The Party providing defense shall keep the other Party reasonably and timely apprised of the status of the claim, demand or lawsuit. In no event shall the Indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, delayed or conditioned. There shall be no indemnification to claims that are paid by the Indemnified Party without written consent which cannot be reasonably withheld, conditioned, or delayed. If the Indemnified Party has tendered defense to the Indemnifying

Party, the Indemnified Party shall have the right to retain its own counsel, at its expense, and participate in but not direct the defense, except that if the Indemnifying Party does not promptly assume or diligently pursue the tendered defense, then the Indemnified Party may proceed to defend or settle said action at the expense of the Indemnifying Party.

- 8.3 The Indemnifying Party shall not be liable under this Section 8 for settlements or compromises by the Indemnified Party of any claim, demand, or lawsuit unless the Indemnifying Party has approved the settlement or compromise in advance in writing, and such approval by the Indemnifying Party shall not be unreasonably withheld, delayed or conditioned, or unless the defense of the claim, demand, or lawsuit has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly assume or diligently pursue the defense.

9 Force Majeure

- 9.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation, acts of God, acts of civil or military authority, acts of public enemy, embargoes, epidemics, pandemics, war, terrorist acts, riots, insurrections, fires, explosions, hurricanes, tornadoes, storms, floods, governmental regulation, earthquakes, nuclear accidents, floods, power failures or blackouts, strikes, lockouts or other work interruptions by employees or agents not within the reasonable control of the non-performing Party. If performance of either Party's obligations is delayed under this Section, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party will perform its obligations under this Agreement at a performance level no less than that which it uses for its own operations.

10 Nondisclosure of Proprietary Information

10.1 It may be necessary for the Parties to exchange with each other certain confidential information during the term of this Agreement including, technical and business plans, technical information, proposals, specifications, drawings, procedures, orders for services, usage information in any form, customer account data, call detail records, Customer Proprietary Network Information (“CPNI”) and Carrier Proprietary Information (“CPI”), as those terms are defined by the Act and the rules and regulations of the FCC, and similar information (collectively, “Confidential Information”). Confidential Information includes (i) all information delivered in written form and marked “confidential” or “proprietary” or bearing mark of similar import; (ii) oral information, if identified as confidential or proprietary at the time of disclosure and confirmed as confidential or proprietary by written notification within ten (10) days of disclosure; (iii) information derived by the Recipient (as hereinafter defined) from a Disclosing Party’s (as hereinafter defined) usage of the Recipient’s network; and (iv) information that the circumstances surrounding disclosure or the nature of the information suggests that such information is confidential or proprietary or should be treated as confidential or proprietary. Confidential Information will remain the property of the Disclosing Party and proprietary to the Disclosing Party; provided, however, that usage data and billing data relating to Traffic exchanged under this Agreement shall be deemed to be proprietary and confidential to both Parties. Recipient will protect Confidential Information as the Recipient would protect its own confidential or proprietary information, including but not limited to protecting the Confidential Information from distribution, disclosure, or dissemination to anyone except employees or duly authorized agents of the Parties with a need to know such information and with respect to which the affected employees and agents shall be bound by obligations of confidentiality and non-disclosure no less restrictive than the terms of this Section; provided, however, that nothing contained herein shall preclude or limit the disclosure of Confidential Information in any legal proceeding relating to this Agreement, or relating to any renegotiation or modification of this Agreement, or relating to any successor agreement to this Agreement. Confidential Information will not be disclosed or used for any purpose other than to provide service as specified in this Agreement, bill and collect for

such service, resolution of any dispute arising pursuant to, or relating to, this Agreement, renegotiation, mediation and/or arbitration, if applicable, with respect to any modification of, or successor to, this Agreement, or upon such other terms as may be agreed to by the Parties in writing. For purposes of this Section, the Disclosing Party means the owner of the Confidential Information, and the Recipient means the Party to whom Confidential Information is disclosed.

- 10.2 Recipient has no obligation under this Agreement to safeguard its own Confidential Information unless such information is also Confidential Information of the Disclosing Party or to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) after it becomes publicly known or available through no breach of this Agreement by Recipient, (iii) after it is rightfully acquired by Recipient free of restrictions, or (iv) after it is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential information has not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that the Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all reasonable lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient will cooperate with the Disclosing Party to obtain a protective order, if sought by the Disclosing Party, and to limit the scope of such disclosure. Recipient will comply with any protective order that covers the Confidential Information to be disclosed to the extent that such protective order is lawfully binding upon it, and, to the extent that such protective order is not lawfully binding upon it, it shall use commercially reasonable measures to comply with such protective order following its receipt of a copy of such protective order. Notwithstanding the foregoing, the Recipient shall be under no obligation to advise the Disclosing Party of any requirement for disclosure of "Confidential Information," or to refrain from disclosure of "Confidential Information" until the Disclosing Party has had an opportunity to seek a protective order, or to cooperate with the Disclosing Party in seeking a protective order, if so advising the Disclosing Party would violate any law, court order, or rule or regulation of any governmental authority.

10.3 Each Party agrees that Disclosing Party would be irreparably injured by a breach of Section 10.1 or of any protective order entered pursuant to Section 10.2 of this Agreement by Recipient or its representatives and that Disclosing Party is entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of Section 10.1 or of any such protective order. These remedies are not exclusive, but are in addition to all other remedies available at law or in equity.

11 Notices

11.1 Notices and other communications affecting any right or obligation of either Party given by one Party to the other under this Agreement must be in writing and delivered by hand, prepaid overnight courier, prepaid Express U.S. mail or prepaid certified U.S mail, return receipt requested, with a scanned copy sent by email, in each instance properly addressed to:

For Level 3 :

Level 3 Communications, LLC
Attn: Gary Black
VP – Carrier Relations
1025 Eldorado Blvd.
Broomfield, CO 80021
Email: gary.blackjr@Lumen.com
Phone: 720-888-2000

With a copy to:

Level 3 Communications, LLC
Attn: Scott Seab
Assoc. General Counsel-Regulatory
1025 Eldorado Blvd.
Location COL00-23
Broomfield, CO 80021
Phone: 720-888-3942
Email 1: Scott.Seab@Lumen.com
Email 2: Legal.Interconnection@Lumen.com

For ILEC:

Mashell Telecom, Inc., d/b/a Rainier Connect
Attn: Brian Haynes
President
PO Box 639
Eatonville, WA 98329

With a copy to:

Richard A. Finnigan, Esq.
Law Office of Richard A. Finnigan
2112 Black Lake Blvd. SW
Olympia, WA 98512
Tel: (360) 956-7001

- 11.2 The address to which notices and other communications may be given to either Party and may be unilaterally changed by providing seven (7) days' written notice given by such Party to the other Party pursuant to this Section.
- 11.3 Notices and other communications referred to in Sections 11.1 and 11.2 above shall become effective upon delivery.

12 Dispute Resolution

- 12.1 If any matter arising under, or relating to, this Agreement, is subject to a dispute between the Parties, the disputing Party will give written notice to the other Party of the dispute. Within thirty (30) calendar days, each Party to this Agreement will appoint a representative to attempt in good faith to resolve any dispute arising under, or relating to, this Agreement.
- 12.2 If the Parties are unable to resolve the issues related to the dispute in the normal course of business within sixty (60) days after delivery of notice of the dispute by one Party to the other Party, then either Party may proceed with any remedy available to it pursuant to law, equity, or governmental agency mechanisms. Notwithstanding the above provisions, if the dispute arises from a service affecting issue, either Party may immediately seek any available remedy.
- 12.3 Each Party waives its right to a jury trial in any court action arising between the Parties under this Agreement or relating

to this Agreement, whether made by claim, counterclaim, third-party claim or otherwise. The agreement of each Party to waive its right to a jury trial will be binding on its successors and assigns.

- 12.4 In addition to such regulatory agency jurisdiction as may apply to any dispute arising under, or pertaining to, this Agreement, the Parties agree that, in the event of any dispute between them arising under, or pertaining to this Agreement, any court action between them shall be brought in the Federal or state courts of the State of Washington in Pierce County, Washington, unless exclusive subject matter jurisdiction is vested by law in one or more other courts, in which event the action shall be brought in such court having jurisdiction as shall be geographically closest to Eatonville, Washington. The Parties hereby submit to the jurisdiction of such court(s) solely for such purposes; provided, however, that nothing contained herein shall be deemed to be a waiver of the requirements for the proper service of process or as an agreement to *in personam* jurisdiction in the absence of proper service of such process.

13 Miscellaneous

- 13.1 Amendments. No amendment of this Agreement shall be valid unless it is in writing and signed by both Parties with the authority to do so.
- 13.2 Independent Contractors. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, employee or partner of the other Party, or joint venturer with the other Party.
- 13.3 Taxes. Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or net income. 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.

- 13.4 Survival. The Parties' obligations for acts or omissions prior to the cancellation or termination of this Agreement, and obligations regarding indemnification, confidential information, limitations of liability and any other provisions of this Agreement that by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. Without limiting the generality of the foregoing, Sections 8, 10 and 21.7 shall survive termination or expiration of this Agreement.
- 13.5 Publicity/Marks. No trademark or other proprietary right (the "Marks") is licensed, granted, or otherwise transferred by this Agreement, each Party is strictly prohibited from any use of the other Party's Marks, including, but not limited to, in sales, in marketing or in advertising of telecommunications services. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise or market that it is the same as the other Party or engage in any other activity that results in a likelihood of confusion between its own service and the service of the other Party.
- 13.6 Default. If either Party believes the other is in breach of this Agreement or otherwise in violation of law, it will first give thirty (30) days notice of such breach or violation to the allegedly defaulting Party and an opportunity for the allegedly defaulting Party to cure. Thereafter, the Parties will employ the Dispute Resolution procedures set forth in Section 12.
- 13.7 Waiver. 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.

- 13.8 Change of Law. If a Federal or Washington state regulatory agency or a court of competent jurisdiction issues a final and effective rule, regulation or order which has the effect of canceling, changing, or superseding any material term or provision of this Agreement, or if a change of Federal or Washington state statute has such an effect, then the Parties will negotiate in good faith to modify this Agreement in a manner consistent with the form, intent and purpose of this Agreement and as necessary to comply with such change of law or such rule, regulation or order. Should the Parties be unable to reach agreement with respect to the applicability of such change of law or such rule, regulation or order or the resulting appropriate modifications to this Agreement, either Party may invoke the Dispute Resolution provisions of Section 12, it being the intent of the Parties that this Agreement shall be brought into conformity with the then current obligations under the Act and other applicable Federal and Washington state law as determined by the change in law or with such rule, regulation or order which has had the effect of canceling, changing, or superseding any material term or provision of this Agreement.
- 13.9 No Third-Party Beneficiaries. Except for persons or entities upon whom or which this Agreement confers an explicit right to defense, indemnification and being held harmless, and who shall be deemed to be beneficiaries of this Agreement to the extent of such right, this Agreement does not provide any third party with any benefit, remedy, claim, right of action or other right.
- 13.10 Governing Law. To the extent not governed exclusively by, and construed exclusively in accordance with, the laws and regulations of the United States, this Agreement is governed by, and construed in accordance with, the laws and regulations of the United States, to the extent applicable, and the laws and regulations of the state of Washington, without regard to its conflicts of laws principles.
- 13.11 Severability. If any part of this Agreement is held to be unenforceable or invalid in any respect under law or regulation, such unenforceability or invalidity shall affect only the portion of this Agreement which is unenforceable or

invalid. In all other respects this Agreement shall stand as if the invalid provision had not been a part thereof, and the remainder of this Agreement shall remain in full force and effect, unless removal of that provision results in a material change to this Agreement. However, if any severed provisions of this Agreement are essential to a 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. In such a case, the Parties shall negotiate in good faith to replace the unenforceable or invalid language with enforceable and valid language that reflects the intent of this Agreement as closely as possible. If replacement language cannot be agreed upon, either Party may invoke the Dispute Resolution provisions of Section 12 of this Agreement.

- 13.12 Captions and Headings. Captions and Section headings have been included in this Agreement solely for the convenience of the Parties, and shall not affect the interpretation of this Agreement.
- 13.13 Assignment. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. Any assignment or transfer (whether by operation of law or otherwise) by either Party of any right, obligation, or duty, in whole or in part, or of any interest in this Agreement, without the prior written consent of the other Party shall be void ab initio, provided, however, that such consent shall not be unreasonably withheld, conditioned or delayed if the assignment or transfer assigns or transfers the entirety, but not less than the entirety, of the assigning or transferring Party's interest in this Agreement to a single assignee or transferee. Consent is not required if (i) the assignment or transfer is to an Affiliate of the assigning or transferring Party, or (ii) the assignment or transfer is to an entity acquiring all or substantially all of the assets or equity of, the assigning or transferring Party, whether by sale, merger, consolidation or otherwise, or (iii) the assignment or transfer is solely for purposes of a grant by the assigning transferring Party of a security interest in connection with a financing transaction. Notwithstanding the foregoing, any assignment or transfer of some, but less than all, of the assigning or transferring Party's rights and obligations under this Agreement shall be void ab initio, unless the non-assigning or non-transferring Party consents thereto in

writing, and such non-assigning or non-transferring Party shall be under no obligation whatsoever to give such consent, and may, in its sole discretion, make such consent subject to such conditions as it may deem to be appropriate. No assignment or transfer of any right or obligation under this Agreement shall be effective unless and until the non-assigning Party receives a written instrument, duly executed by or on behalf of the assignee or transferee, whereby the assignee or transferee assumes all of the rights and obligations of the assigning or transferring Party arising under this Agreement and agrees to be bound by, and to perform fully and faithfully, the assigning Party's obligations first arising under this Agreement on or after the effective date of such assignment or transfer. No such assignment or transfer shall operate to relieve the assigning or transferring Party of responsibility or liability for any obligation first arising prior to the effective date of such assignment or transfer, and any defense the non-assigning or non-transferring Party may have against the assigning or transferring Party shall be fully available to such non-assigning or non-transferring Party to be asserted against the transferee or assignee.

- 13.14 Compliance with Laws. Each Party shall comply with all applicable final, non-appealable federal, state and local laws, ordinances, rules and regulations applicable to its performance under this Agreement. Without limiting the foregoing, each Party agrees to keep and maintain in full force and effect all permits, licenses, certificates and other authorities needed for it to perform its obligations under this Agreement.
- 13.15 Services provided by a third party. Nothing in this Agreement shall be construed to prevent either Party from providing services to or obtaining services from other carriers.
- 13.16 Robocall Mitigation. For robocall authorization, each Party shall adhere to all applicable federal rules and regulations that apply to that Party. For robocall traceback, each Party shall adhere to all applicable federal rules and regulations that apply to that Party.

13.17 Participation in regulatory and other proceedings. Both Parties reserve the right to participate in regulatory and other proceedings.

14 Method of Interconnection

14.1. Interconnection

- 14.1.1 Sections 14.1.1 through 14.1.5 cover Indirect Interconnection. Traffic exchanged under Indirect Interconnection is Information Services Traffic as defined in Section 3.11 and Telecommunications Traffic as defined in Section 3.21
- 14.1.2 The physical POI for the exchange of Local Traffic shall be the existing meet-point(s) between ILEC and the third party Local Tandem Switch provider, as described below.
- 14.1.3 The Parties hereby agree to establish a POI for Indirect Interconnection having the V and H coordinates as described in the Local Exchange Routing Guide (“LERG”) of the deemed meet point between ILEC’s facilities and the Lumen Technologies Tacoma EAS Tandem which is at the ILEC’s service area boundary.
- 14.1.4 Based upon the volume of Traffic anticipated to be exchanged by the Parties as of the Effective Date of this Agreement, the Parties agree that, pursuant to §251(a)(1) of the Act, Level 3 may choose to indirectly interconnect with ILEC for the exchange of Traffic through the use of a third party tandem provider. When either Party determines that the volume of traffic exchanged between the Parties warrants a direct connection, which for purposes of this Agreement shall mean an average of 250,000 two-way minutes of use over a consecutive three-month period, a direct connection will be established.
- 14.1.5 If following the Effective Date a third party seeks to impose charges not previously charged for Traffic routed 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 quickly as possible.

- 14.1.6 When Level 3 uses a third party's tandem and/or transit service to send Traffic to ILEC, ILEC may use measurements provided by the third party to determine Level 3's Local Traffic volume.
- 14.2 Direct Interconnection. Unless the Parties hereafter agree in writing to provide one or more other Interconnection Facilities, the Parties shall provision a two-way Interconnection Facility(s) for the reciprocal exchange of Traffic between their respective networks.
 - 14.2.1 The Parties hereby agree to establish a financial POI having the V and H coordinates described in the LERG as described in Section 14.1.2.
 - 14.2.2 The Parties shall establish a minimum of one physical POI, on or immediately adjacent to ILEC's network at or in close proximity to the financial POI described in Section 14.2.1, for the purpose of exchanging Traffic between their respective networks, and each Party shall be responsible for engineering and maintaining its network on its side of the POI.
 - 14.2.3 Each Party shall deliver Traffic originating from its End Users to the physical POI.
 - 14.2.4 Each Party shall be responsible to provide facilities connecting to the physical POI that are necessary for routing, transporting, measuring and billing (in accordance with Attachment I hereto) Traffic from the other Party's network and for delivering Traffic to the other Party's network in a mutually acceptable format and in a manner that neither destroys nor degrades the normal quality of service.
 - 14.2.5 Level 3 shall provide the two-way Interconnection Facility on its side of the physical POI by means of meet-point circuits between ILEC and Level 3. Level 3 shall be responsible for ordering such facilities and/or services as may be necessary and appropriate to the provisioning of such meet point

circuits and Level 3 shall be solely responsible for the timely payment of any and all rates and charges applicable thereto.

- 14.2.6 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 ILEC or to enter upon or into any such ILEC premises, including, but not limited to, any of ILEC's pedestals, cabinets or terminal housings.
- 14.3 Network Design and Maintenance. ILEC will process Level 3 maintenance requests in a timely manner at no less than parity with respect to their own customers.
- 14.4 Parties shall provide prior notification of any scheduled maintenance activity performed by the Parties that may be service affecting to the other Party.
- 14.5 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.
- 14.6 Parties shall provide contacts on a twenty-four (24) hour and seven (7) days per week basis.
- 14.7 The Parties agree to utilize SS7 Common Channel Signaling ("SS7") between their respective networks with respect to the interchange of Traffic between those networks. Both Parties will provide SS7 connectivity in accordance with accepted industry practice and standard technical specifications. Nothing contained in this Agreement shall require that such SS7 connectivity be established directly between the Parties' respective networks, but rather the Parties hereby agree that indirect SS7 connectively shall be acceptable for these purposes, unless they mutually agree otherwise in writing. For all Traffic exchanged pursuant to this Agreement, the Parties agree to cooperate with one another on the exchange of all appropriate unaltered SS7 messages for call set-up, including without limitation ISDN User Part ("ISUP"). All required SS7 signaling parameters, including, but not limited to the originating End User telephone number, shall be

provided by each Party in conjunction with all Traffic such Party delivers to the other Party. Each Party shall transmit calling party number (CPN) as required by FCC rules (47 C.F.R. 64.1601).

- 14.8 Level 3 may use a signaling partner for transit of SS7 information.
- 14.9 Except to the extent, if any, necessary for the Parties to comply with Sections 14.2, 19.2 or 19.5, any reference to industry standards, industry guidelines or industry practices in this Agreement shall not be construed to impose upon the Parties any obligation to deploy any new equipment or software upgrade. If a change in capabilities, capacities or functionalities deployed by the Parties shall materially interfere with interconnection pursuant to this Agreement, ILEC and Level 3 shall cooperate with one another in good faith to eliminate such interference or to deploy such reasonable reconfiguration of their respective facilities as may be necessary to remedy such interference. No such interference shall be a violation of this Agreement (i) if such interference was not reasonably foreseeable by ILEC or, (ii) if such interference was reasonably foreseeable by ILEC, ILEC gave Level 3 reasonable notice thereof. Nothing contained in this Agreement shall be construed to constitute an acknowledgment, agreement or admission by ILEC that “industry standards,” “industry guidelines” or “industry practices” exist in general or with respect to any specific matter; provided, however, that this sentence shall not be construed to affect any ILEC obligation under Sections 14.2, 19.2 and 19.5.
- 14.10 Traffic shall not be combined in the same trunk group or the same Interconnection Facility with non-Traffic.
- 14.11 Only Traffic that both originates from or terminates to services that are assigned telephone numbers that are associated in the Local Exchange Routing Guide (“LERG”) with the ILEC rate centers shall be exchanged between Level 3 and ILEC pursuant to this Agreement, and only such Traffic shall be passed over any Interconnection Facility between them that is subject to this Agreement.

14.12 Nothing contained in this Agreement shall be construed to require ILEC to change the clock synchronization of any of its equipment or facilities.

14.13 Nothing contained in this Agreement shall be construed to require ILEC to accept Level 3 Traffic in VoIP format.

15 [Retained for numbering consistency]

16 Interconnection Facilities and Compensation

16.1 Interconnection Facilities

16.1.1 Each Party shall bear its own costs to reach the POI. If either Party obtains facilities from the other Party in order to enable such first Party to reach the POI, the compensation for such facilities shall be separate and distinct from any transport and termination per minute of use charges, and shall be based upon applicable tariffs or as otherwise agreed in writing between the Parties.

16.1.2 Unless otherwise mutually agreed by the Parties in writing, Interconnection Facilities that are obtained by Level 3 from ILEC for Interconnection purposes, shall be provided to Level 3, and paid for by Level 3, at rates and charges that are the same as those rates and charges of ILEC as are set forth in ILEC's jurisdictionally applicable access services tariff.

16.1.3 When Interconnection Facilities are obtained by Level 3 from ILEC, they shall be deemed to be provided by ILEC as "services," and not as "facilities," unless ILEC agrees otherwise in writing.

16.1.4 Notwithstanding any other provision of this Agreement, if Level 3 elects to order Interconnection Facilities from ILEC's access services tariff, the terms of said tariff shall apply.

16.1.5 Level 3 may, at its discretion, lease facilities from a third party.

16.2 Compensation for Traffic

- 16.2.1 The reciprocal compensation for the exchange of Telecommunications Traffic will be as set forth on Attachment I (“Pricing Schedule”), which is attached hereto and incorporated herein by this reference.
- 16.2.2 Parties shall be financially responsible for traffic originating on their respective sides of the Indirect Interconnection.

17 Local Dialing Parity

- 17.1 ILEC 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.

18 Office Code Translations

- 18.1 It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the LERG to the extent necessary to recognize and route Traffic to the other Party's assigned Eatonville Exchange NXX codes at all times in accordance with the LERG.
- 18.2 When more than one carrier is involved in completing a Traffic call, the N-1 carrier has the responsibility to determine if a Local Number Portability (“LNP”) query is required, to launch the query, and to route the call to the appropriate switch or network in which the terminating telephone number resides.
- 18.3 If a Party is the N-1 carrier with respect to a Traffic call and does not fulfill, or cause to be fulfilled, its N-1 carrier LNP responsibility, if any, with respect to such Traffic call, the other Party shall perform queries on Traffic calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the appropriate switch or network in which the terminating telephone number resides. The N-1 carrier shall be responsible for payment of charges to the other Party for any LNP queries, routing, and transport functions made on its behalf, including any reciprocal compensation assessed by the terminating carrier or transit charges assessed by a tandem provider but only with respect

to such Traffic calls as may have been misrouted by the Party having the N-1 carrier responsibility.

19 Local Number Portability

- 19.1 Local Number Portability (LNP) provides an End User the ability to retain its existing telephone number when changing from one telecommunications carrier to another within the same rate center.
- 19.2 Parties agree to adhere to rules and regulations of the FCC and applicable state public utility commission rules and regulations to port numbers from and to each other.
- 19.3 The Parties recognize that some of the Traffic to be exchanged under this Agreement may be destined for telephone numbers that have been ported. The Parties shall provide LNP query, routing and transport services in accordance with the rules and regulations as prescribed by the FCC and the guidelines set forth by the North American Numbering Council (“NANC”), to the extent the same shall have been adopted or approved by the FCC. The applicable charges for LNP query, routing, and transport services shall be billed in accordance with each Party's applicable tariff or as shall otherwise be mutually agreed upon in writing by the Parties.
- 19.4 The Parties will provide LNP with respect to End Users in the ILEC’s rate centers.
- 19.5 The Parties agree that Traffic will be routed via a Location Routing Number (“LRN”) assigned in accordance with industry guidelines.
- 19.6 The obligations in this Section 19 shall apply to a Party only to the extent, if any, that such Party shall be required by law to provide LNP.
- 19.7 If ILEC has not deployed LNP in its rate center(s) as of the effective date of this Agreement, the Parties shall negotiate in good faith and agree upon a mutually satisfactory date by which such deployment shall occur. In addition to other limitations on liability contained in this Agreement, ILEC shall not have any liability to Level 3 or to any person or entity claiming by, through or under Level 3, if ILEC fails to

meet such date, provided that such failure is a result of technical complexities or difficulties not readily solvable by ILEC in time for it to meet such agreed deployment date and provided further that ILEC diligently pursues resolution of such technical complexities or difficulties.

20 [Retained for numbering consistency]

21 Nomadic Traffic

21.1 Neither Party shall provide the other VNXX traffic. Due to the mass availability and portability of IP-based CPE, some of the traffic it sends to ILEC for termination may be Nomadic Traffic. Nomadic Traffic is traffic originating from an Internet Protocol ("IP") device 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 ILEC is properly compensated for such traffic. As a result, the Parties will initially assume that 2% of traffic exchanged is Nomadic Traffic and ILEC will bill its applicable interstate switched access rates for 2% of the local traffic sent by Level 3 for termination. Level 3 agrees that it will update the percentage notice according to the notice provisions of this Agreement and ILEC may request that Level 3 review and update such percentage on a not more often than a quarterly basis.

22 Directory Listings

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

23 911 Requirements / Master Street Address Guide (MSAG)

Neither Party shall have any obligation to the other Party related to MSAG administration, 911 call routing or ALI database administration. As used in this Section 22.1, any reference to 911 includes E911 where E911 is provided.

24 Multiple Counterparts

24.1 This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

25 Entire Agreement

25.1 This Agreement, including Attachment I attached hereto, which is incorporated herein by reference, constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to such subject matter.

IN WITNESS WHEREOF, the Parties agree that the effective date of this Agreement is the date first written above, and each Party warrants that it has caused this Agreement to be signed and delivered by its duly authorized representative.

By: Level 3 Communications, LLC

By: Mashell Telecom, Inc. d/b/a
Rainier Connect

Gary R. Black Jr
Gary R Black Jr (Feb 1, 2022 17:38 MST)

Brian Haynes
Brian Haynes (Feb 9, 2022 13:31 MST)

Signature

Signature

Gary Black

Brian Haynes

VP - Carrier Relations

President

Date Feb 1, 2022

Date Feb 9, 2022

Attachment I

PRICING SCHEDULE

SERVICE*	CHARGE
RECIPROCAL COMPENSATION:	Bill and Keep
TANDEM INTERCONNECTION	Bill and Keep
END OFFICE TERMINATION	Bill and Keep
SERVICE ORDER CHARGE	\$15.00

* This Pricing Schedule applies only to Traffic, as defined in the Agreement to which this Attachment I is attached, exchanged between Level 3 and ILEC.